

**Request for Proposals
For
Owner's Representative Services for the
Construction of Hershey Elementary
School**

Issued November 27, 2023



**Derry Township School
District**

30 East Granada Avenue
PO Box 898
Hershey PA 17033

Voluntary Pre-Proposal Meeting & Facility Tour:
Thursday, November 30, 2023 at 9:30 AM
Proposal Submittal Deadline:
Monday, December 18, 2023 at 3:00 PM EST

Part I: Project Description

A. General Information

The Derry Township School District (the “School District” or “Owner”) is soliciting proposals for “Owner’s Representative” services for predesign and construction related services of a potential new Hershey Elementary School and renovation of an existing elementary building (the “Project”).

The School District intends to select an Owner’s Representative that in its sole discretion, believes is best suited for the assignment, taking into account experience, qualifications, performance, results on other projects, price and other factors.

The School District reserves the right to reject any or all proposals, to select a firm that does not submit a proposal, to interview and/or negotiate terms of service and fees with one or more firms, and to take any other action that the School District believes is in its best interest.

Proposals (3 copies) are due by: 3:00 pm on December 18, 2023

Proposals and questions concerning this request for proposals should be addressed to:

Sheryl Pursel, Business Manager
Derry Township School District
30 East Granada Avenue Hershey, PA 17033
(717) 531-2243
spursel@hershey.k12.pa.us

B. Project Description

The Project will involve the construction of a new Hershey Elementary School, on the site of the existing Hershey Elementary School, 450 Homestead Road, Hershey, PA 17033 as well as renovation of the existing Early Childhood Center (ECC), 450 Rear Homestead Road, Hershey, PA 17033. The architect for the Project is Crabtree, Rohrbaugh & Associates (the “Architect”).

Proposed new building area: 200,000 SF for a planned capacity of 1400 students

Planned area of demolition: xx,000 SF

Area of Renovation: xx,000 SF Early Childhood Center (Pre-K)

Existing Site: 14 acres with all new site traffic, parking, stormwater design

Existing facilities and site amenities to be maintained during construction; Phasing analysis will be required.

Tentative Project Schedule:	NOTE: WILL UPDATE AFTER TALKING WITH ANTHONY 11/16/23
Schematic Design	September – Dec 2023
Design Development	Jan 2024– April 2024
Construction Documents	May – Aug 2024
Bidding	September 2024
Construction Duration	October 2024 – August 2026

C. Timeline

The tentative schedule for the selection process is:

- Voluntary pre-proposal meeting & facility tour November 30, 2023 @ 9:30 a.m.
- Deadline for RFP questions December 13, 2023 @ 3:00 p.m.
- Deadline for responses to RFP December 18, 2023 @ 3:00 p.m.
- Selected finalist interviews January 9, 2024 @ time TBD
- School Board approval January 22, 2024

D. RFP Questions

Any further questions that arise after the pre-proposal meeting shall be submitted by email to Sheryl Pursel, School District Business Manager, at spursel@hershey.k12.pa.us. Include in the subject line: Owner’s Rep RFP Questions. The email must identify the person’s name and firm. Deadline for all questions will be December 13. All responses to questions and any amendments to the RFP will be posted on the District’s website. It is the responding firm’s responsibility to check the website periodically to obtain such responses and any amendments to the RFP.

Part II: Scope of Services

The Owner's Representative will have the following scope of services in connection with the Project(s). This scope of services is intended to be incorporated into the Owner's written agreement with the Owner's Representative. Accordingly, careful review of the scope of services is required prior to submitting your proposal.

A. Pre-Construction Services (Starting with the Architect's Design Development Phase)

1. Participate in Design Coordination Meetings

The Owner's Representative shall participate in all design coordination meetings throughout pre-construction with the Owner, the Architect, and other consultants to discuss and review all items pertinent to the design of the Project. (Note that the Architect will schedule, conduct and prepare the agenda for these meetings, as well as prepare/distribute minutes of the meetings.)

2. Comment on and Monitor the Project Budget

The Owner's Representative shall evaluate and comment on the Project Budget as developed by the Architect. This shall include conferring with the Architect and its consultants, discussing and working through any issues, and then advising the Owner and the Architect in writing whether the Owner's Representative believes the Project Budget is reasonable and appropriate for the contemplated Project. The Owner's Representative will communicate any changes to the Project Budget, which they believe are appropriate.

Thereafter and throughout pre-construction (and the construction phase noted in B. hereafter), the Owner's Representative shall monitor the Project Budget in comparison to the design of the Project, advise the Owner and the Architect promptly in writing of any concerns regarding the reasonableness and appropriateness of the Project Budget for the contemplated Project, and offer recommendations on how to best mitigate any such concerns.

The Owner's Representative shall utilize the estimate format provided by the Architect so that a side-by-side comparison of costs can be analyzed by the Owner.

3. Comment on Recommended Building Engineering Systems

During the Design Development phase, the Owner's Representative shall evaluate and comment on the various building engineering systems (structural, electrical, mechanical, plumbing, data networks, and fire protection) recommended by the Project design team. This shall include conferring with the Architect and its consultants, discussing and working through any issues, and then advising the Owner and Architect in writing whether the Owner's Representative believes the building engineering systems are reasonable and appropriate for the Project. The Owner's Representative will communicate any

changes to the building engineering systems, which they believe are appropriate.

The Architect and Engineer of record shall review any suggested changes provided by the Owner's Representative and provide a recommendation to the Owner in consideration of items which impact scope, program and or schedule.

4. Comment on and Monitor the Project's Phasing Plan and Schedule for Construction Milestones

During the Design Development phase, the Owner's Representative will evaluate and comment on the Project's phasing plan and the schedule for construction milestones developed by the Architect. This shall include conferring with the Architect and its consultants, discussing and working through any issues and then advising the Owner and Architect in writing whether the Owner's Representative believes the phasing plan and the schedule for construction milestones are reasonable and appropriate for the Project. The Owner's Representative will communicate any changes to the Project's phasing plan, which they believe are appropriate.

Thereafter and throughout pre-construction, the Owner's Representative shall monitor the Project's phasing plan and the schedule for construction milestones, advise the Owner and the Architect promptly in writing of any concerns regarding the reasonableness and appropriateness of the phasing plan or the schedule for construction milestones, and offer recommendations on how to best mitigate any such concerns.

5. Attend Pre-Bid Conference

The Owner's Representative shall attend the pre-bid conference. The Architect will schedule and conduct the pre-bid conference.

6. Attend Bid Opening and Assist in Evaluation of Bids and Bidders

The Owner's Representative shall attend bid opening and shall assist the Owner and the Architect with an evaluation of bids as to responsiveness and low bidders, and due diligence and evaluation of whether low bidders are responsible bidders, including making inquiries or attending meetings at the request of the Owner.

7. Attend Other Meetings and Hearings Upon Request of the School District

The School District may request the Owner's Representative to fulfill a particular role at meetings of the School District's Board of School Directors, at meetings or hearings of public bodies to address zoning and/or land use approval for the Project, or at other meetings. The Owner's Representative shall attend and participate in any such meetings or hearings.

8. Comment on Construction Documents About Constructability

During the Construction Document phase, the Owner's Representative shall expeditiously evaluate drawings and specifications prepared by the Architect with regard to constructability. This shall include conferring with the Architect and its consultants, discussing and working through any issues, and then advising the Owner and the Architect in writing of any concerns identified by the Owner's Representative with constructability of the design, including any errors, omissions, interferences or duplication of work by contractors. Please note this is to focus on constructability only, *not* on value-engineering, the selection of materials, non-technical specifications or other items.

The Owner's Representative shall provide a written report regarding their review demonstrating a comprehensive review of the building envelope and building systems focusing on constructability. The Architect shall provide a summary report of agreed upon changes for the Owners review and approval.

9. Review Specifications, Selected Materials and Provide Recommendations for Bid Alternates

Specifications for the project may include opportunities to reduce overall project costs through the development of bid alternates. Items such as flooring selections and finishes, for example, can affect the constructions costs and provide the district with options to identify potential cost savings items to control the amount of debt required to fund the project. The Owner's Representative shall evaluate the drawings and specifications developed by the Architect and advise the Owner of potential opportunities to include bid alternates or modify the specifications for the purpose of balancing the construction costs with ongoing maintenance using ROI calculations.

B. Construction Phase Services

1. Participate in all Project Meetings, including Pre-Construction Conferences, Job Conferences, Construction Superintendent Meetings and Special Meetings

The Owner's Representative shall participate in all Project meetings, including pre-construction conferences, job conferences, construction superintendent meetings and special meetings. The Architect shall prepare and distribute meeting minutes and action items.

2. Attend School Board Meetings

The Owner's Representative shall attend monthly meetings or prepare an executive summary report highlighting overall progress of construction for the School District's Board of School Directors. The Architect may also attend key meetings to share the progress of construction, changes in the work and address questions.

3. Monitor Web-Based Project Information System and Report any Submittal Delays

The Owner's Representative shall monitor the submittal of documents into the web- based Project information system. The Owner's Representative shall confer with the Architect, discuss and work

through any issues, and advise the Owner and the Architect in writing of any **delays by Contractors or the Architect** in submitting, reviewing or responding to RFIs, shop drawings, material data, product data, samples, substitution requests, schedules or other Contractor submittals.

Although the Owner's Representative shall **not** generally be responsible to evaluate or comment upon the substance of submittals, upon special request of the Owner or the Architect, and as an Additional Service, the Owner's Representative may provide input about such substantive issues if within the expertise of the Owner's Representative.

4. Comment on Contractors' Construction Schedules and Monitor Timeliness of Schedule Submittals (General Contractor to serve as the Lead Prime Contractor)

The Owner's Representative shall monitor the timeliness of Project schedules submitted by Contractors (including schedules submitted to the General Contractor by other primes, and overall consolidated schedules submitted by the General Contractor), expeditiously evaluate construction schedules prepared and submitted by Contractors, and shall advise the Owner and the Architect in writing of any schedule submittal delays, and whether they believe such schedules are reasonable and appropriate for the work to be performed, and consistent with the Project phasing plan and construction milestones in the Contract Documents.

5. Observe Work, Report Defective Work, Delays or Other Concerns

At all times during construction, the Owner's Representative shall provide a qualified, on-site field representative, approved by the Owner, to observe the work of the Contractors and testing agencies and perform field observations of materials and equipment.

The field representative, prior to the commencement of his or her duties, shall become thoroughly familiar with the Contract Documents for the Project.

The Owner's Representative shall immediately report to the Owner and the Architect, in writing, any defective work they observe, delays as compared to contractors' construction schedules or the Project phasing plan and construction milestones in the Contract Documents, or any other concerns they have regarding the Project, including concerns with coordination among Contractors. The Owner's Representative shall recommend to the Owner and the Architect steps to remediate defective work, delay or other concerns. The Owner's Representative may also communicate with Contractors or testing agencies regarding such matters and shall advise the Owner and the Architect in writing of any such communications.

The Owner's Representative may only stop the performance of work by Contractors or testing agencies in the event of imminent danger to person or property or to prevent defective work, and such stoppage may only be temporary until the Architect and Owner can be apprised of the situation and provide direction.

In performing the foregoing duties, the Owner's Representative shall endeavor to protect the School District against defective work and undue delay by Contractors and testing agencies. The Owner's

Representative does not guarantee the quality of work by the Contractors or testing agencies, but is responsible for the appropriate performance of their own services under this Agreement. It is expressly understood that the Owner's Representative is not acting as a Contractor, a design professional, or a testing agency in the performance of their duties.

6. Prepare and Maintain Job Site Reports

The Owner's Representative shall prepare and maintain job site reports, to be submitted on a weekly basis, at a minimum, and in a format to be approved by the Owner and Architect, which shall document items including, but not limited to: weather conditions affecting the project, number of workers for each prime Contractor and subcontractor, documentation of appropriate background checks and clearances of all workers, nature of work performed, equipment in use, summary of third-party inspections and testing, non-conforming work, Municipal/County Inspections, site visitors, and any notable occurrences, decisions or incidents. The Owner's Representative shall photograph critical in place construction which may no longer be visible through the construction process, i.e. concealed conditions, exposed conduits etc. The Owner's representative shall append to the report any photographs regarding pertinent issues addressed within the report. At the conclusion of each business week, the Owner's Representative shall submit the daily job site report (and any appended photographs) to the Owner and the Architect.

7. Evaluate Contractors' Applications for Payment

The Architect and Owner's Representative shall independently evaluate the Contractors' payment applications, percentage of work completed, value of work completed, any reasons for withholding payment in accordance with the Contract Documents, and any other pertinent issues. The Owner's Representative shall review any payment application before the Architect certifies such application. The Owner's Representative shall advise Owner, in writing, of any issues or concerns, prior to the processes established by the Owner.

The Owner's representative shall observe materials and equipment located off site, only for the limited purpose of checking for conformance/compliance with the Contract Documents.

8. Evaluate Proposed Change Orders and Construction Change Directives

The Architect and Owner's Representative shall independently evaluate proposed change orders and constructive change directives and determine whether they are reasonable and appropriate, constitute a change in contract value, result in a change in contract time, or cause any other pertinent issues. The Owner's Representative shall review any change orders or change directives before the Architect certifies such change orders or directives. The Owner's Representative shall advise Owner, in writing, of any issues or concerns, prior to the processes established by the Owner.

Further, upon the request of the Owner, the Owner's Representative shall assist the Architect in negotiating with Contractors on change orders.

9. Observe Inspections and Testing

The Owner's Representative shall monitor and observe all third-party inspections and testing for the Project, report to the Owner and the Architect on inspections and testing completed, review written reports from third-parties performing inspections and testing, and immediately advise the Owner and the Architect in writing of any concerns arising from such inspections and testing.

The Owner's Representative shall maintain a schedule and log of all tests and inspections performed on site for the Project(s).

10. Assist in Addressing Questions and Evaluating/Documenting any Issues, Incidents and Claims

The Owner's Representative shall assist the Owner and the Architect in addressing any questions, and in evaluating and documenting any issues, incidents, or claims, that may arise during the Project.

11. Assist with Evaluation of Substantial Completion and Final Completion

The Owner's Representative shall assist the Owner and the Architect in evaluating substantial completion and final completion of the Project, including assisting with the inspection process, and developing a joint-response with the Architect to each Contractor's proposed punch-list of incomplete and improper items (including the value of each item), monitoring progress of advancement from substantial completion to final completion, and observing punch-list work. The Owner's Representative

shall advise the Owner and the Architect in writing regarding any delays, deficiencies or other concerns pertaining to substantial completion and final completion.

12. Monitor Close-Out Submittals and Attend Close-Out Testing and Training

The Owner's Representative shall monitor the Contractors' delivery of all close-out submittals, shall attend all close-out testing and training, and shall immediately advise the Owner and the Architect in writing of any deficiencies or delays in such submittals, testing and training.

C. After Final Completion

After final completion of the Project, the Owner's Representative shall provide assistance upon request of the Owner (as an Additional Service except as identified below), in addressing or monitoring any post-construction issues or disputes that may arise.

Such services shall be an Additional Service, except with regard to the following services after final completion that shall not result in any additional fee to the Owner's Representative:

(a) The Owner's Representative shall schedule, arrange and participate in (with the Owner, the Architect and Contractors) a walk-through of the Project, which shall occur prior to one-year following substantial completion of the Project; and

(b) The Owner's Representative shall not be entitled to an additional fee if it is asked to

assist the Owner in addressing a dispute where it is alleged or established by any party that the Owner's Representative created, caused or contributed to such dispute.

D. Additional Services

The Owner's Representative agrees to perform Additional Services within its area of expertise that are not mentioned within the foregoing scope of services, based upon hourly rates to be identified in the written agreement between the School District and the Owner's Representative's.

Payment for any Additional Services shall require the School District's express written acknowledgement, prior to services being rendered (except in the case of an emergency), that such services constitute an Additional Service and that the Owner's Representative is authorized to proceed.

Part III: Submittal Requirements

Proposals shall be in a sealed envelope addressed to Sheryl Pursel, Business Manager, Derry Township School District, 30 East Granada Avenue, Hershey, PA 17033, and must be received by the date and time identified in Part I.

Three copies of the proposal should be submitted in a bound format, with section dividers corresponding to the following sections:

Section 1: Company Overview – Provide brief background and experience of firm. Include location of office to provide services. Minimum Requirements: firm shall have experience with projects similar in size and scope and must show evidence of insurance coverage meeting minimum requirements as described below.

Section 2: Project Team – Identify your proposed Owner’s Representative team for this Project, specifying each individual’s role and his or her education, training, work experience and public school construction experience. The designated Owner’s representative may not change throughout the duration of the project without the Owner’s written approval of another qualified individual.

Section 3: Management Plan – Provide description of your firm’s approach and specific scope of services. Outline your quality assurance strategies. Identify any in-house expertise proposed for this project. Explain your approach to cost estimating. Discuss capability and experience in analyzing and resolving construction claims/disputes. Discuss your experience with web-based project control software and implementation on projects.

Section 4: References – Provide at least five references with the following information.

- Name of project, including name and address of owner.
- Role of your firm and of your key individuals participating in the project.
- Name, title, telephone number and email address of owner contact.
- Name, address, telephone number and email address of project architect.
- Project description including size in square feet.
- Total amount of accepted bid.
- Total amount of change orders to date.
- Project schedule including start date and the current projected date for substantial completion.
- Identify any mediation, arbitration or litigation involving the project, including an explanation of issues in dispute and the result or whether the dispute is ongoing.

Section 5: Litigation – To the extent not already addressed in Section 4, identify any mediation, arbitration or litigation involving your firm over the past ten (10) years, including an explanation of issues in dispute and the result or whether the dispute is ongoing.

Section 6: Background Checks – The successful firm must provide background checks for all employees and subcontractors that will be on site.

- Act 151 PA Child Abuse Clearance
- Act 34 PA Criminal Record Check
- Act 114 Federal Criminal History Check

Section 7: Provide a written statement confirming that your firm is able to provide the Scope of Services identified in this Request for Proposal.

Section 8: Complete and sign the Fee Submittal Form (Part IV).

In addition to providing the foregoing information, the District may, in its sole discretion, request 3 years of financial statements and proof of Insurance for further evaluation and consideration.

Part IV: Fee Submittal Form

A. This Fee Submittal Form should be completed, signed and included to your response to the School District’s request for proposals for Owner’s Representation services.

1. **Preconstruction Services** (Part II Services, Items **A1-9**)
Proposed lump-sum fee \$_____.

2. **Construction Services** (Part II Services, Items **B1-12**)
Proposed lump-sum fee \$_____.

Proposed lump sum fees shall be billed monthly. In the event there is delay in achieving substantial completion, there shall be no additional fee unless the parties agree that such delay, through no fault of the Owner’s Representative, results in a substantial increase in the number of hours incurred by the Owner’s Representative, in which case the parties may negotiate an additional fee. Fees are to include all reimbursables. Invoices will be submitted monthly.

Please attach a proposed hourly rate sheet for any potential Additional Services to be provided after final completion of the Project, excluding the Final Completion Walk-Through. The hourly rate sheet should identify all applicable positions and individuals anticipated to provide services on this Project.

Fee Submittal Form on behalf of:

Name of submitting party: _____

Name and title of authorized signing representative: _____

Signature of authorized representative: _____

Date: _____