

WILLIAMSPORT AREA SCHOOL
DISTRICT

2780 West Fourth Street
Williamsport, PA 17701



REQUEST FOR PROPOSALS (RFP)
OWNER'S REPRESENTATIVE SERVICES
FOR THE RENOVATION OF
LYCOMING VALLEY INTERMEDIATE SCHOOL

Date Due: January 31, 2023 by 2 p.m.

Wanda M. Erb
Business Administrator
werb@wasd.org
570-327-5500

Williamsport Area School District

2780 W Fourth St.
Williamsport, PA 17701
www.wasd.org

REQUEST FOR PROPOSALS: OWNER’S REPRESENTATIVE SERVICES FOR THE RENOVATION OF LYCOMING VALLEY INTERMEDIATE SCHOOL

This request for proposals for Owner’s Representative services consists of the following:

- Part I: Project Information
- Part II: Scope of Services
- Part III: Written Agreement Between Williamsport Area School District and Owner’s Representative
- Part IV: Submittal Requirements
- Part V: Fee Submittal Form

Part I: Project Information

A. General Information

The Williamsport Area School District (the “School District” or “Owner”) is soliciting proposals for “Owner’s Representative” services for the renovation of Lycoming Valley Intermediate School (the “Project”).

The School District intends to select as Owner’s Representative, a firm that the School District, 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 at the discretion of the School District.

The School District reserves the right to reject 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 (6 copies) are due by 2:00 p.m., January 31, 2023
Potential Interviews tentatively scheduled to occur on February 7, 2023

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

Wanda M. Erb, Business Administrator
Williamsport Area School District
2780 W Fourth Street
Williamsport, PA 17701
werb@wasd.org

(Questions should be submitted via e-mail only to werb@wasd.org and sduck@wasd.org, no phone inquiries please)

RFP – Owner’s Representative for Renovation of Lycoming Valley Intermediate School

B. Project Description

The Project will involve renovation of Lycoming Valley Intermediate School, on the site of the existing Lycoming Valley Intermediate School, 1825 Hays Lane, Williamsport, PA.

The architect for the Project is Crabtree Rohrbaugh & Associates (the “Architect”).

The existing Intermediate School is a multi-level structure comprised of approximately 111,600 S.F. of floor space, occupied by approximately 550 students. The proposed completed facility will have the capacity for 600 students in grades 4-6. The proposed plan includes comprehensive renovations to meet existing facility needs and to address programmatic and functional deficiencies. The scope will include but is not limited to:

- Enclosure and reconfiguration of all open classrooms.
- Relocation of the administrative suite to the front of the building and incorporation of a secure vestibule.
- Exterior window and door replacement.
- Comprehensive renovation of all spaces including but not limited to: new interior finishes, new doors & hardware, new educational casework, replace lockers, replacement of stage and gymnasium equipment, miscellaneous kitchen equipment replacement, replacement of entire HVAC system, replace lighting and controls, replace fire alarm system, provide security system, provide new emergency generator, and replace plumbing fixtures.
- Site upgrades: Paving and sidewalk repairs, expansion of hard surface play area.

The site and building construction will occur over several major phases and include smaller sub-phases. In addition, the facility will be occupied.

The work will require new traffic patterns for bus and passenger vehicles, use of temporary portable classrooms to be used as swing space, new or updated site utilities as well as completely new building systems and finishes.

It is estimated that construction services by the Owner’s Representative will begin in April 2023 or 2 weeks before the contractors arrive on-site, whichever is later, to coincide with the awarding of the bids.

The planned project bidding schedule is as follows: Release for bids early February, receive bids early March, board review and award of bids on March 14, 2023.

Construction is estimated at 21 months, with final turnover to the District in December 2024.

Total construction costs for the project area estimated at \$29 million with alternate options an estimated additional \$5 million.

RFP – Owner’s Representative for Renovation of Lycoming Valley Intermediate School

REQUEST FOR PROPOSALS: OWNER’S REPRESENTATIVE SERVICES FOR THE RENOVATION OF LYCOMING VALLEY INTERMEDIATE SCHOOL

Part II: Scope of Services

The Owner’s Representative will have the following scope of services in connection with the Project. 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. Please note that the scope of services is not “all-encompassing,” but rather consists of specific tasks. Your completed Fee Submittal Form (Part V) must take into account all identified services, but should not take into account any services not identified herein.

A. Construction Phase

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

Unless expressly directed by the Owner, the Owner’s Representative shall participate in all Project meetings, including pre-construction conferences, job conferences, construction superintendent meetings and special meetings. (Note that the Owner’s Representative will *not* be responsible to schedule, conduct or prepare/distribute minutes of meetings.)

2. Attend School Board Meetings Only Upon Request of the School District

Although it is not anticipated that the Owner’s Representative will regularly attend meetings of the School District’s Board of School Directors – the Architect will be generally responsible to report to the School Board on the status and progress of the Project – if requested by the School District to fulfill a particular role in such meetings, the Owner’s Representative shall attend and participate.

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 if possible, and then 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 shall provide input with regard to such substantive issues if within the expertise of the Owner’s Representative.

RFP – Owner’s Representative for Renovation of Lycoming Valley Intermediate School

4. Comment on Contractors’ Construction Schedules and Monitor Timeliness of Schedule Submittals (General Contractor to Serve as Scheduling Coordinator)

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 it believes such schedules are (a) reasonable and appropriate for the work to be performed, and (b) consistent with the Project phasing plan and construction milestones in the Contract Documents.

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

The Owner’s Representative shall provide a qualified, full-time, on-site field representative, approved by the Owner, to observe the work of Contractors and testing agencies and perform field observations of materials and equipment.

The on-site representative for the Owner’s Representative, prior to the commencement of his or her duties, shall become thoroughly familiar with the Contract Documents for the Project, and throughout the Project shall ensure that Contractors and sub-contractors maintain on-site up-to-date Construction Documents and approved shop drawings.

The Owner’s Representative shall immediately report to the Owner and the Architect in writing any defective work it observes, delays as compared to contractors’ construction schedules or the Project phasing plan and construction milestones in the Contract Documents, or any other concerns it has regarding the Project (including concerns with coordination among Contractors or Project design), and 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 with Contractors or testing agencies.

The Owner’s Representative may only stop the performance of work by Contractors or testing agencies in the event of an emergency or to prevent defective work, and such stoppage may only be temporary until the Architect 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 by Contractors and testing agencies. The Owner’s Representative does not guarantee the quality of work by Contractors and testing agencies, but is responsible for the appropriate performance of its 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 its duties.

In its Fee Submittal Form (Part V), the Owner’s Representative shall identify the percentage of work hours through substantial completion that its on-site representative is anticipated to be actually observing the work of Contractors and testing agencies, as opposed to attending meetings, performing paperwork and other necessary tasks.

RFP – Owner’s Representative for Renovation of Lycoming Valley Intermediate School

6. Prepare and Maintain Daily Job Site Reports

The Owner’s Representative shall prepare and maintain daily job site reports (in a format to be approved by the Owner), which shall at a minimum include weather conditions, number of workers for each prime Contractor and subcontractor, nature of work performed, equipment in use, third-party inspections and testing, site visitors, and any notable occurrences, decisions or incidents. The Owner’s Representative shall take and append to its daily report photographs regarding pertinent issues addressed in the report. At the end of each work day, or no later than 10 a.m. the following work day, the Owner’s Representative shall email its daily job site report (and any appended photographs) to the Owner and the Architect.

7. Evaluate Contractors’ Applications for Payment

The Owner’s Representative shall evaluate Contractors’ payment applications in regard to calculations, percentage of work completed, value of work completed, any reasons for withholding payment in accordance with the Contract Documents, and any other pertinent issues, and shall either (a) advise the Owner and the Architect in writing of any issues or concerns, or (b) sign and forward the payment applications pursuant to the process to be determined by the Owner.

8. Evaluate Proposed Change Orders and Construction Change Directives

The Owner’s Representative shall evaluate proposed change orders and constructive change directives in regard to whether they are reasonable and appropriate, change in contract value, change in contract time and any other pertinent issues, and shall either (a) advise the Owner and the Architect in writing of any issues or concerns, or (b) sign and forward the change orders or constructive change directive pursuant to the process to be determined by the Owner. Further, upon request of the Owner, the Owner’s Representative shall assist the Architect in negotiating with Contractors on change orders.

9. Observe Inspections and Testing and Report any Concerns

The Owner’s Representative shall 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.

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.

RFP – Owner’s Representative for Renovation of Lycoming Valley Intermediate School

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 (a) 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), (b) monitoring progress of advancement from substantial completion to final completion, and (c) 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.

B. 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 issue or dispute 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.

C. 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 Representatives.

Payment for any Additional Services shall require the School District’s express 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.

RFP – Owner’s Representative for Renovation of Lycoming Valley Intermediate School

REQUEST FOR PROPOSALS: OWNER’S REPRESENTATIVE SERVICES FOR THE RENOVATION OF LYCOMING VALLEY INTERMEDIATE SCHOOL

Part III: Written Agreement Between Williamsport Area School District and Owner’s Representative

This written agreement (the “Agreement”) is between Williamsport Area School District (the “School District” or “Owner”) and _____ (the “Owner’s Representative”). The foregoing parties, in exchange for mutual consideration and intending to be legally bound, hereby agree to the following terms and conditions of contract.

1. The School District engages the Owner’s Representative to serve as the Owner’s Representative for the Renovation of Lycoming Valley Intermediate School (the “Project”).
2. The Owner’s Representative shall request copies of all pertinent Project documentation and other information necessary for the Owner’s Representative to perform its duties under this Agreement, and the School District shall provide any such documents and other information that is in its possession. The Owner’s Representative agrees to maintain confidentiality with regard to any non-public information provided to it pursuant to this Agreement.
3. The scope of services to be provided by the Owner’s Representative on the Project (the “Scope of Services”) is set forth in Part II of the Request for Proposal for Owner’s Representative Services for the Renovation of Lycoming Valley Intermediate School, unless modified by the parties through an Addendum to this Agreement.
4. The Owner’s Representative shall receive the following fee for providing its services, and acknowledges that such fee is adequate for the Owner’s Representative to fulfill its Scope of Services in accordance with this Agreement:

A. Construction Phase (from notices to proceed through final completion)

A monthly fee of _____ from the date notices to proceed are issued to Contractors through the date to be identified in the bidding documents for substantial completion, plus a lump sum fee of _____ from the date of substantial completion through the date of final completion.

In the event there is delay in achieving substantial completion, there shall be no additional fee unless the parties agree that such delay results in a substantial increase in the number of hours incurred by the Owner’s Representative, without any fault by the Owner’s Representative, in which event the parties shall negotiate an additional fee.

B. After Final Completion

Other than for the exceptions identified in Section C of Part II, Scope of Services, the Owner’s Representative shall receive a fee based upon (a) the number of hours incurred in providing Additional Services after final completion of the Project, and (b) the hourly rates agreed upon in the rate sheet attached to this Agreement.

RFP – Owner’s Representative for Renovation of Lycoming Valley Intermediate School

C. Additional Services

For other Additional Services identified in Item B.2 and Section D of Part II, Scope of Services, the Owner’s Representative shall receive a fee based upon (a) the number of hours incurred in providing Additional Services on the Project, and (b) the hourly rates agreed upon in the rate sheet attached to this Agreement.

5. The School District will not reimburse the Owner’s Representative for any out-of- pocket costs or other expenses, unless expressly agreed-upon in writing.

6. Invoices shall be submitted on a monthly basis, and undisputed invoices are due and payable within 10 days of School Board approval.

7. The Owner’s Representative shall perform its duties under this Agreement with at least the skill and care consistent with the skill and care customarily exercised by others providing similar services under similar circumstances. The Owner’s Representative shall not be liable to the School District for errors and omissions of other parties, so long as the Owner’s Representative fulfills its duties pursuant to this Agreement.

8. The Owner’s Representative shall comply with all applicable laws, regulations, ordinances and School District policies and procedures, including obtaining and providing to the School District all necessary background checks and clearances for employees of the Owner’s Representatives coming on-site to the Project.

9. This Agreement shall be binding upon the parties hereto and each of their successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

10. The Owner’s Representative is an independent contractor, and nothing in this Agreement shall be construed as creating any employer/employee, partnership, joint venture or other such relationship between the parties.

11. The School District may terminate this Agreement by providing the Owner’s Representative with thirty (30) days prior written notice, except the School District may also terminate this Agreement for a breach of this Agreement that is not remedied within 7 days of receipt of written notice identifying such breach.

12. The Owner’s Representative shall not replace individuals assigned to this Project without the express consent of the School District, and agrees to replace any assigned individual at the request of the School District in the event the School District is dissatisfied with such individual’s performance.

13. Any disputes arising from or relating to this Agreement shall be resolved in the same dispute resolution manner provided for in contracts with the Architect and Contractors, which is through litigation in the Court of Common Pleas for Lycoming County, Pennsylvania, with all parties waiving their right to a trial by jury, unless the School District selects arbitration as the means to resolve a dispute.

RFP – Owner’s Representative for Renovation of Lycoming Valley Intermediate School

14. The Owner’s Representative agrees to maintain general liability insurance coverage with a limit of liability equal to or exceeding \$1,000,000 per claim and \$2,000,000 aggregate, and professional liability coverage with a limit of liability equal to or exceeding \$2,000,000 per claim and aggregate, until the completion of its services under this Agreement, and with respect to professional liability insurance until five years after substantial completion. All policies shall be issued by insurance companies authorized to conduct such business in the Commonwealth of Pennsylvania and with an A.M. Best financial strength rating of at least A-. The Owner’s Representative shall furnish a Certificate of Insurance to the School District setting forth the required coverages, and the Certificate shall designate the School District as a Certificate Holder and Additional Insured. Liability of the Owner’s Representative to the School District with regard to any claim or action arising from the Project shall not be restricted to the limits of insurance coverage.

15. The Owner’s Representative must be an equal opportunity, nondiscriminatory employer, and may not discriminate against any person or group of persons on account of race, color, religion, creed, sex, disability, national origin or any other classification protected by law.

The parties have signed below, by persons duly-authorized to bind the parties to this Agreement.

By: _____
Owner’s Representative

Date: _____

By: _____
School District (signed by School Board President)

Date: _____

RFP – Owner’s Representative for Renovation of Lycoming Valley Intermediate School

REQUEST FOR PROPOSALS: OWNER’S REPRESENTATIVE SERVICES FOR THE RENOVATION OF LYCOMING VALLEY INTERMEDIATE SCHOOL

Part IV: Submittal Requirements

Proposals shall be in a sealed envelope addressed to Wanda M. Erb, Business Administrator, Williamsport Area School District, 2780 W. Fourth St., Williamsport, PA 17701, and must be received by the date and time identified in Part I.

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

Section 1: Provide the following information about your firm:

- Name of firm.
- Address and phone number of main office and any branch office.
- Name and title of contact person, with phone number and email address.
- Names of officers.

Section 2: 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. **Identify your proposed plan should this team member not be able to fulfill their daily responsibilities due to illness or other situations.**

Section 3: Advocate why the School District should engage your firm, including the experience, performance and results of your firm and the individuals to be involved in this Project. Include whatever information you believe is relevant to the School District’s consideration of your firm.

Section 4: Provide the following information for all *current construction projects* in which your firm is participating:

- 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 bids.
- Total amount of change orders to date.
- Project schedule including start date and the current projected date for substantial completion, and whether that is within the contractual deadline.
- 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.

RFP – Owner’s Representative for Renovation of Lycoming Valley Intermediate School

Section 5: Provide the following information for all *public school projects* in which your firm has participated over the past ten (10) years with a total construction cost of at least ten (\$10) million dollars (do not include current projects already identified above):

- Name of project, including name and address of school district.
- Role of your firm and of your key individuals participating in the project.
- Name, title, telephone number and email address of school district contact.
- Name, address, telephone number and email address of project architect.
- Project description including size in square feet.
- Total amount of accepted bids.
- Total amount of change orders.
- Project schedule including start and completion dates, and if there was delay in achieving substantial completion identify the extent and cause of delay.
- 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 6: To the extent not already addressed in Sections 4 or 5, 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 7: Provide a written statement either (a) confirming that your firm will provide the Scope of Services identified in Part II, and will agree to sign the Agreement identified in Part III, or (b) identifying any portions of the Scope of Services that your firm cannot provide, and/or any portions of the Agreement that your firm will not agree to sign (provide your suggested alternative for any such identified portions of the Scope of Services and/or the Agreement).

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

In addition to providing the foregoing information, if the responding parties is to be further considered by the School District after submitting its response, it shall provide financial statements to the School District covering the past three years, and shall also provide any additional information requested by the School District as part of the School District’s evaluation of the responding party.

RFP – Owner’s Representative for Renovation of Lycoming Valley Intermediate School

**REQUEST FOR PROPOSALS:
OWNER’S REPRESENTATIVE SERVICES FOR THE RENOVATION OF
LYCOMING VALLEY INTERMEDIATE SCHOOL**

Part V: Fee Submittal Form

This Fee Submittal Form should be completed, signed and included as Section 7 to your response to the School District’s request for proposals for Owner’s Representation services.

- A1. Proposed *monthly fee* for construction phase services identified in Part II.B, while there is a full-time, on-site representative, from the date notices to proceed are issued to Contractors through the date to be identified in the bidding documents for substantial completion (do not include any Additional Services under Item B.3 for substantive review of Contractor submittals). Note that in the event there is delay in achieving substantial completion, there shall be no additional fee unless the parties agree that such delay results in a very substantial increase in the number of hours incurred by the Owner’s Representative, without any fault by the Owner’s Representative, in which event the parties shall negotiate an additional fee.

\$_____.

The foregoing monthly fee for construction phase services through substantial completion is based upon an expectation of the following job positions/individuals working the following number of hours:

| <u>Position</u> | <u>Name of Individual</u> | <u>Number of Hours</u> | <u>Hourly Rate</u> | <u>Cost</u> |
|-----------------|---------------------------|----------------------------|------------------------|-------------|
|-----------------|---------------------------|----------------------------|------------------------|-------------|

For the full time, on-site representative identified above, please identify the percentage of the foregoing work hours that he or she is anticipated to be actually observing the work of Contractors and testing agencies, as opposed to attending meetings, performing paperwork and other necessary tasks:
_____ %.

- A2. Proposed *lump sum* fee for construction phase services identified in Part II.B, from the date of substantial completion through the date of final completion.

\$_____.

The foregoing lump sum fee is for a construction phase services from the date of substantial completion through the date of final completion is based upon an expectation of the following job positions/individuals working the following number of hours:

| <u>Position</u> | <u>Name of Individual</u> | <u>Number of Hours</u> | <u>Hourly Rate</u> | <u>Cost</u> |
|-----------------|---------------------------|----------------------------|------------------------|-------------|
|-----------------|---------------------------|----------------------------|------------------------|-------------|

RFP – Owner’s Representative for Renovation of Lycoming Valley Intermediate School

- B. After Final Completion: Please attach a proposed hourly rate sheet for any Additional Services to be provided after final completion of the Project, as addressed in Part II.B.

The hourly rate sheet should identify all applicable positions and individuals anticipated to provide services on this Project.

- C. Additional Services: Please attach a proposed hourly rate sheet for any Additional Services to be provided after final completion of the Project, as addressed in Part II.C.

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: _____