

RFP #2425-065

For

**Construction Project Management Services for the
New Pennsbury High School**

Issued April 12, 2024



Pennsbury School District

134 Yardley Avenue

Fallsington PA 19058

Mandatory Pre-Proposal Meeting

April 18, 2024

Proposal Submittal Deadline:

April 29, 2024 at 4:00 pm EST

Part I: Project Description

A. General Information

The Pennsbury School District (the “District” or “Owner”) is soliciting proposals for the “Construction Project Manager” services for predesign and construction related services of a potential new Pennsbury High School (the “Project”).

The District intends to select an Construction Project Manager that in it’s sole discretion, believes is best suited for the job, taking into account experience, qualifications, past performance, past results on other projects, prices, and other factors.

The District reserves the right to reject any or all proposals, to interview and or negotiate terms of service and fees with one or more firms, and to take any other action that the District believes is in its best interest.

Proposals (3 copies and 1 electronic) are due by 4:00 pm on April 29, 2024

Proposals concerning this RFP should be addressed to:

Chris Berdnik, Chief Financial Officer

Pennsbury School District

134 Yardley Avenue, Fallsington PA 19058

cberdnik@pennsburysd.org

B. Project Description

The Project will involve the planning, estimating, and construction of a new High School building and sitework including parking and ball fields on the existing High School Campus, 705 Hood Blvd, Fairless Hills PA 19030 as well as demolition of up to four existing buildings on the current campus site and planning of a new transportation building. The Architect for the project is anticipated to be KCBA Architects, Hatfield PA.

Proposed new building area: 475,000 to 505,000 sf for a planned capacity of 2800-3100 students

Planned area of demolition: 847,000 sf

Existing Site: 47+ acres

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

Tentative Project Schedule:

<u>Design Phase</u>	May 2024 - December 2024
<u>Bidding and Awarding</u>	January 2025 – February 2025
<u>Notice to Proceed</u>	March 2025
<u>Substantial Completion</u>	August 2029
<u>Owner Occupancy</u>	September 2029

C. Timeline

The tentative schedule for the selection process is:

- Mandatory pre-proposal meeting and facility tour April 18, 2024
- Deadline for RFP questions April 23, 2024
- Deadline for responses to RFP April 29, 2024
- Select finalist interviews May 7, 2024
- School Board approval May 16, 2024

D. RFP Questions

Any further questions that arise after the pre-proposal meeting shall be submitted by email to George Steill, Director of Facilities, at gsteill@pennsburyd.org. Include in the subject line Construction Project Manager RFP Questions. The email is to include the requestors name and firm. Deadline for all questions will be April 23, 2024.

Part II: Scope of Services

The Construction Project Manager 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 Construction Project Manager. 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 Construction Meetings

The Construction Project Manager shall participate in all design coordination meetings throughout pre-construction with the Owner, the Architect, and other consultants to discuss and review all items related to the design of the Project. (Architect to schedule, prepare and distribute minutes and attachments, and conduct the meetings)

2. Comment on and Monitor the Project Budget

The Construction Project Manager will evaluate and comment on the Project Budget as developed by the Architect. This shall include conferring with the Architect and its

Consultants, discussing issues and options, and advising the Owner and Architect in writing whether the Construction Project Manager believes the Project Budget is reasonable and appropriate for planned project. The Construction Project Manager will communicate any changes to the Project Budget, which they believe are appropriate.

The Construction Project Manager shall monitor the Project Budget throughout pre-construction and construction phase services and advise the Owner and Architect promptly in writing of any concerns regarding the appropriateness of the Project Budget for the planned project and offer recommendations on how to best mitigate any such concerns.

The Construction Project Manager and Architect shall utilize the same estimate format allowing for a side by side cost comparison analysis by the Owner.

3. Comment on Recommended Building Engineered Systems

During the Design Development phase, the Construction Project Manager shall evaluate and comment on the various building engineered systems (structural, electrical, mechanical, plumbing, data networks, life safety, and fire protection) recommended by the project design team. This shall include conferring with the Architect and its Consultants, discussing and solving any issues that arise, and advising the Owner and Architect in writing whether the Construction Project Manager believes the building engineering systems are reasonable and suitable for the Project.

The Construction Project Manager will communicate changes to the building engineering systems which they believe are appropriate.

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

During the design development phase, the Construction Project Manager 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 advising the Owner and Architect in writing whether the Construction Project Manager believe the phasing plan and the schedule for construction milestones are reasonable and appropriate for the Project. The Construction Project Manager will communicate any changes to the Project's phasing plan, which they believe are appropriate.

5. Attend Pre-Bid Conference

The Construction Project Manager shall attend the pre-bid conference. The Architect will schedule and conduct the pre-bid conference.

6. Adhere and Administer District Policies

The Construction Project Manager shall adhere to and enforce all applicable District Policies related to construction

7. Attend the Bid Opening and Assist in the Evaluation of the Bids and Bidders

The Construction Project Manager shall attend the bid opening and shall assist the Owner and the Architect with the evaluation of bids as to responsiveness of low bidders, and evaluation of low bidders, including making inquiries or attending meetings at the request of the Owner.

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

The School District may request the Construction Project Manager to attend School District Board meetings, School District Committee Meetings, Township Planning, Land Use, and Zoning approval meetings for the Project. The Construction Project Manager shall attend and participate in any such meetings or hearings.

9. Comment on Construction Documents About Constructability

During the Construction Document phase, the Construction Project Manager 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 issues, and then advising the Owner and the Architect in writing of any concerns identified by the Construction Project Manager with constructability of the design, including any errors, omissions, interferences or duplication of work by contractors. Note this is to focus on constructability only, not on value engineering, the selection of materials, non-technical specifications or other items.

The Construction Project Manager 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 Owner's review and approval.

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

Specifications for the project may include opportunities to reduce overall project costs through development of bid alternates. The Construction Project Manager 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 on-going 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 Construction Project Manager 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 Construction Project Manager shall attend monthly meetings and prepare an executive report highlighting overall progress of construction for the School District's Board of School Directors. The Architect may also attend key meetings to share progress of construction, changes in the work, and address questions.

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

The Construction Project Manager shall monitor the submittal of documents into the web-based Project information system. The Construction Project Manager shall confer with the Architect, discuss and work through any issues, and advise the Owner and Architect in writing of any **delays by Contractors or the Architect** in submitting, reviewing, or responding to RFIs, shop drawings, material data, samples, substitution requests, schedules, or other Contractor submittals.

Although the Construction Project Manager shall not be responsible to evaluate or comment on the content of the submittals, upon request by the Owner or Architect, and as an additional service, the Construction Project Manager may provide comment if within the expertise of the Construction Project Manager.

4. Comment on Contractor's Construction Schedules and Monitor Submittal Schedule (General Contractor to serve as Lead Contractor)

The Construction Manager shall monitor the timeliness of Project schedules submitted by Contractors (including schedules submitted to the General Contractor by other primes, and overall combined schedules submitted by the General Contractor), timely evaluate construction schedules prepared and submitted by Contractors, and shall advise the Owner and 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 Construction Project Manager shall provide a qualified, on-site field representative(s), approved by the Owner, to observe the work of the Contractors and testing agencies and perform field observations of materials and equipment. Schedule testing agencies and Municipal / County inspections

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

The Construction Project Manager shall immediately report to the Owner and the Architect, in writing, any defective work they observe, delays as compared to Contractor's 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 Construction Project Manager shall recommend to the Owner and the Architect steps to remediate defective work, delay or other concerns. The Construction Project Manager may also communicate with Contractors or testing agencies regarding such matters and shall advise the Owner and Architect in writing of any such communications.

The Construction Project Manager 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 their duties, the Construction Project Manager(s) shall endeavor to protect the School District against defective work and undue delay by Contractors and testing agencies. The Construction Project Manager does not guarantee the quality of the 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 Construction Project Manager 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 Construction Project Manager(s) shall prepare and maintain daily job site reports, to be submitted on a weekly basis, at a minimum, and in accordance with applicable District policies, and in a format approved by the Owner and Architect, which shall document items including, but not limited to: weather conditions, daily photographs of construction in place and on-going, number of workers for each prime Contractor and subcontractor, documentation of appropriate background checks and clearances for all workers, nature and area or work performed, equipment in use, summary of third party inspections and testing, non-conforming work, Municipal / County inspections, site visitors, and any notable occurrences, decision, or incidents. The Construction Project Manager will photograph

critical in place construction which may no longer be visible through the construction process, i.e. concealed conditions, exposed conduits etc. The Construction Project Manager shall append to the report photographs of daily work as well as photographs regarding pertinent issues addressed within the report. At the conclusion of each business week, the Construction Project Manager shall submit the daily job report (and any appended photographs) to the Owner and the Architect.

7. Evaluate Contractor's Applications for Payment

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

The Construction Project Manager shall observe materials and equipment located or stored offsite, 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 Construction Project Manager shall independently evaluate proposed change orders and construction 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 Construction Project Manager shall review any change orders or change directives before the Architect certifies such change orders or directives. The Construction Project Manager shall advise the Owner, in writing, of any issues or concerns, prior to the processes established by the Owner.

Further, upon request by the Owner, the Construction Project Manager shall assist the Architect in negotiating with Contractor's on change orders.

9. Observe and Schedule Inspections and Testing

The Construction Project Manager shall schedule, 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 Construction Project Manager shall maintain a schedule and log of all tests and inspections performed on site for the Project.

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

The Construction Project Manager shall assist the Owner and the Architect in addressing any questions, and 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 Construction Project Manager shall assist the Architect and Owner 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 punch list of incomplete items (including the value of each item), monitoring progress of advancement from substantial completion to final completion, and observing punch list work.

The Construction Project Manager shall advise Owner and 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 Construction Project Manager shall monitor the Contractor's delivery of all close-out submittals and documentation, shall attend all close-out testing and training, and shall immediately advise the Owner and 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 Construction Project Manager 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 Construction Project Manager:

- (a) The Construction Project Manager shall schedule, arrange and participate in (with the Owner, 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 Construction Project Manager shall not be entitled to additional fee if asked to assist the Owner in addressing a dispute where it is alleged or established by any party that the Construction Project Manager created, caused or contributed to such dispute.

D. Additional Services

The Construction Project Manager 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 Construction Project Manager.

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

Part III: Submittal Requirements

Proposals shall be in a sealed envelope addressed to Chris Berdnik, Chief Financial Officer, Pennsbury School District, 134 Yardley Avenue Fallsington PA 19058, and must be received by the date and time identified in Part I.

Three hard copies and One electronic copy on thumb drive of the proposal should be submitted in a bound format, with section dividers corresponding to the following sections:

Section 1: Company Overview – provide a 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 Construction Project Manager team for this Project, specifying each individual's role and his / her education, training, work experience and public school construction experience. The designated Construction Project Manager(s) 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 expertise in analyzing and resolving construction claims and 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 and responsibilities of your firm and 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
- 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 extent not already addressed in Section 4, identify any mediation arbitration or litigation involving your firm over the past (10) years, including an explanation of issues in dispute and 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: Insurance – Construction Management firm to provide insurance as follows:

- Professional liability and errors and omissions insurance – minimum \$2,000,000 per occurrence and in the aggregate.
- Commercial general liability – minimum \$2,000,000 per occurrence and in the aggregate.
- Automobile Liability – combined single limit coverage or at least \$1,000,000.
- Umbrella Coverage – minimum \$5,000,000.
- Workers Compensation at statutory limits not less than \$500,000.
- Pennsbury School District named as the additional insured.
- Certificate of Insurance showing above as well as evidence that policies won't be canceled without a minimum 30 days' prior written notice to the District.

Section 8: Provide a written statement confirming your firm is able to provide the Scope of Services identified in this Request for Proposal.

Section 9: 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 in your response to the School District's request for proposals for Construction Project Manager 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 a delay in achieving substantial completion, there shall be no additional fee unless the parties agree that such delay, through no fault of the Construction Project Manager, results in a substantial increase in the number of hours incurred by the Construction Project Manager, 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 schedule 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 firm: _____

Name and Title of authorized signing representative: _____

Signature of authorized representative: _____

Date: _____