

*Fidavia*

CONSTRUCTION MANAGEMENT  
& CONSULTING



LEBANON COUNTY  
**CAREER AND  
TECHNOLOGY**  
C • E • N • T • E • R



# LEBANON COUNTY CAREER AND TECHNOLOGY CENTER

CONSTRUCTION MANAGEMENT  
SERVICES

THE ROAD TO A SUCCESSFUL PROJECT





750 LITITZ PIKE • LITITZ, PA 17543 • 717-625-3433 • FAX 717-625-3239 • WWW.FIDEVIA.COM

March 13, 2025

Mr. Charles Benton  
Director  
Lebanon County Career and Technology Center  
833 Metro Drive  
Lebanon, PA 17042

Re: Construction Management Services  
Our File No. 1711

Dear Mr. Benton:

Thank you and the Lebanon County Career and Technology Center for considering our proposal to serve as your Construction Manager / Owner's Representative.

As School Construction Specialists, we aspire to provide the most professional, experienced and trustworthy team offering the most valuable services. Since 2003, Fidevia has managed over \$3,100,000,000 in Pennsylvania Public School Construction from inception to successful completion. We take pride ensuring projects are delivered on time, within budget and free of claims – happy projects that all stakeholders can be proud of. Most importantly, the LCCTC can trust the promise I am extending on behalf of Fidevia that, no matter the challenge, Fidevia will always be there to protect LCCTC and deliver excellent results. Our team always strives to exceed expectations because your students, staff and community deserve no less.

We have tailored this proposal to provide you with the best team possible to deliver the most excellent project, completed within budget and constructed in a manner that complements and respects the LCCTC's existing operations and community.

Most excited about the opportunity to serve you and the Lebanon County Career and Technology Center!

Respectfully submitted,

Daniel V. Cicala  
Principal  
DVC:JHG



# FIRM INFORMATION



## Main Contact Person

### Fidevia, LLC

Daniel V. Cicala, Esq.  
(Principal)

Office: 717-625-3433

Fax: 717-625-3239

Cell: 717-917-5075

Email: [dcicala@fidevia.com](mailto:dcicala@fidevia.com)

## Founder

Dan Cicala has spent his entire life dedicated to the construction industry, including in excess of 30 years of general contracting and construction litigation in New York City before relocating with his family to Pennsylvania and starting Fidevia in 2003.

Dan earned a BA in Business Administration from Gettysburg College, a post-graduate Construction Management Degree from New York University and a Juris Doctor, with a concentration in Construction, from Pace University. He is admitted to the Bar in NY, NJ and PA, often speaks on construction law related matters and is an active member of the ABA Construction and Early Dispute Resolution Organizations.

A diversified construction background and construction law experience, coupled with a passion for construction and honorably serving others, provides Dan an excellent foundation to the construction management and consulting services provided by Fidevia. He is personally involved with and committed to the success of every project and the satisfaction of every Owner. Fidevia is privileged to represent.



## Main Office

750 Lititz Pike  
Lititz, PA 17543

Tel 717-625-3433

Fax 717-625-3239

[www.Fidevia.com](http://www.Fidevia.com)

## Affiliations

PASA Platinum Sponsor

PSBA Bronze Partner

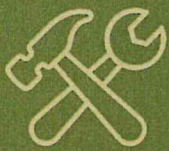
PASBO Business Partner

PARSS Sponsor

DVASBO Vendor



# FIRM OVERVIEW



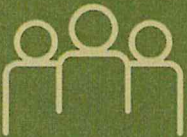
**TRUSTED  
PARTNER**



**PROVEN  
TRACK  
RECORD**



**UNPARALLELED  
IN-HOUSE  
EXPERTISE  
& KNOWLEDGE**



**THE A-TEAM OF  
PROFESSIONALS**



**EARLY DISPUTE  
RECOGNITION,  
PREVENTION &  
RESOLUTION**



**BEST  
VALUE**

**CELEBRATING  
22 YEARS  
OF SERVICE!**



Fidevia protects its clients at every phase in the construction process. Since 2003, Fidevia has managed over **\$3,100,000,000** in construction to successful completion. Fidevia today is a 28+ strong team of industry professionals representing the best in construction management, construction law and, most importantly, the most trustworthy and professional partner to ensure an excellent construction experience!

Fidevia's well-respected trajectory, is evidenced by having successfully completed every single project and where retained from inception, never failing to move a client in on-time and with no claims asserted\*. In its 22 years of operation, Fidevia has quietly grown into a full-service, dedicated and trustworthy Construction Management / Owner's Representative firm.

From complex, multi-phased and occupied renovations and additions to large-scale new construction and comprehensive master planning, projects managed by Fidevia include schools, commercial and monumental facilities, health facilities, municipal / police department buildings, professional office buildings, banks and more.

\*COVID-19 had caused a few schedule modifications





A dedicated team of construction professionals committed to protecting its clients at all phases in the construction process - delivering the most valuable services for any construction challenge.

*Fidevia is the unconventional connection of two Latin words "Fidel" and "Via" which translates to "the trusted, reliable path."*

# SERVICES

## Planning & Preconstruction Phase

- Full-Service Owner Representative
- Conceptual Planning & Goal Setting
- Master Plans & Feasibility Studies
- Budget Creation & Cost Estimating
- Establishment of Participant Rights & Obligations
- Value Engineering & Constructability Reviews
- Schedule Development & Preparation
- Preparing and Maintaining Professional Requests for Proposals
- Creation/Review of Project Contract & Bidding Documents
- Bidder Engagement
- Document & Data Management
- Owner "In-House" Expert
- Establishment of Control & Tracking Measures

## Construction & Closeout Phase

- Monitor the Plan & Deliver Results
- Construction Administration & Management
- Schedule Analysis, Monitoring and Realignment
- Monitor Cash Flow and Leverages
- Analysis and Mitigation of Change Orders, Directives, Errors and Omissions

## Bidding / Procurement

- Prepare Bidding Documentation
- Proactively Ensure Contractor Engagement
- Bid Protest Review and Management
- Contract Review / Management

## Distressed Project Management

- Realignment of Project Veering Off Course
- Project History Documentation and Analysis
- Exposure Analysis
- Performance & Payment Bond Analysis
- Cost to Complete Estimating
- Resolution of Complex Disputes
- Recovery Plans & Execution Schedule
- Contract Default & Termination Prevention
- Project Completion Supports
- Cost Mitigation Planning

## Project Advisory

- Project Delivery Method Analysis and Execution
- Delay Claim, Financial & Schedule Analysis
- Construction Dispute Analysis
- Risk Reward Analysis
- Mitigation / Resolution Strategies and Implementation
- Claim Resolution and Mediation

## Other Valuable Services

- Project Closeout Review and Audit Documents
- Financial Analysis
- Management Analysis
- Management of Entire Construction Companies
- Construction Defects
- Standard of Care Issues
- Bankruptcies
- School Facilities Assessments and Supports



# PROJECT EXPERIENCE



CONSTRUCTION MANAGEMENT  
& CONSULTING

## PENNSYLVANIA'S PREMIER CONSTRUCTION MANAGEMENT FIRM

Fidevia has successfully managed, from start to finish, over \$3.1 billion in construction. The following sample of Pennsylvania projects are just a highlight of the many wonderful relationships Fidevia has formed throughout the past 22 years.

## Sample Projects: Career and Technology Centers

1



### SUN Area Technical Institute

**Projects:** Additions and Renovations to the Main Building & West Campus Building

**Scope:** Additions and Renovations

**Contract Value:** \$6.7 Million

**Substantial Completion:** 2017

**Owner:** Ms. Jennifer Hain, Former Administrative Director

2



### Lancaster County Career and Technology Center

**Projects:** Brownstown, Willow Street and Mt. Joy Campuses

**Scope:** Occupied Renovations

**Contract Value:**

Brownstown (B): \$5.6 Million

Willow Street (WS): \$8.2 Million

Mt. Joy (MJ): \$6.7 Million

**Substantial Completion:** B & WS - 2014 | MJ - 2016

**Owner:** Mr. Keith Stoltzfus, Former CFO  
(Current Business Manager Lampeter-Strasburg SD)

3



### Lycoming Career and Technology Center and East Lycoming SD

**Projects:**

Lycoming County Career and Technical Center & East Lycoming School District Capital Planning / Projects

**Scope:**

LycoCTC: 10,370 SF New Construction, 4,230 SF Expansion to Existing Facility and 11,500 SF Renovations

**Estimated Construction Value:** LycoCTC - \$10 Million

**Projected Substantial Completion:**

LycoCTC - August 2026

**Owner:** Dr. Mark Stamm, Superintendent East Lycoming School District



# PROJECT EXPERIENCE

## Sample Projects: K-12 Schools

4



### Lebanon School District

**Projects:** Northwest Elementary, New Lebanon Junior High School, Sports Fields and Renovation of Existing Lebanon Intermediate School

**Scope:** Additions / Renovations / New Construction

**Combined Contract Value:** \$120 Million+

**Start Date:** 2016

**Projected Substantial Completion:** September 2026

**Owner:** Mr. Brian Hartman, Director of Buildings and Grounds

5



### Cornwall-Lebanon School District

**Projects:** Cedar Crest Campus construction & Renovation Project: Phase 1 & Phase 2

**Scope:** Additions / Renovations

**Combined, Estimated Contract Value:** \$100 Million+

**Start Date:** January 2024

**Projected Substantial Completion (Phase 1):** June 2025

**Owner:** Ms. Jean Hentz, Business Manager

6



### Northern Lebanon School District

**Projects:** K-6 Elementary School, Field House & Fields and Junior-Senior High School

**Scope:** New Construction / Additions / Renovations

**Combined Contract Value:** \$99 Million +

**Start Date:** 2021

**Projected Substantial Completion:** February 2026

**Owner:** Dr. Gary Messinger, Superintendent

7



### School District of Lancaster

**Projects:** 14 Major Projects - 3 New Buildings and 11 Additions / Renovations

**Scope:** Additions / Renovations / New Construction

**Contract Value:** \$200,000,000+

**Start Date:** 2009

**Owner:** Mr. Drew Schenk, Director of Operations



# FIDEVIA PROJECT TEAM

## VISION

*We believe that constructing is about fulfilling dreams ... that buildings are manifestations of goals and aspirations ... that projects should be planned and professionally executed to budget and completed on time ... and that the process of constructing these dreams should be a pleasant, relationship-building experience. Fidevia (Latin for "trusted path") is a diverse family of construction professionals passionately committed to providing its clients, whom it likewise considers family, with the most professional and tailored Construction Management, Consulting and Advisory Services in order to fulfill these dreams ... that through partnership and delivered results, Fidevia may serve as its clients' trusted path for their projects.*



**Daniel V. Cicala,  
ESQ.**  
Fidevia Principal



**John Michel**  
Director of  
Preconstruction  
Preconstruction Manager  
& Cost Estimating



LEBANON COUNTY  
**CAREER AND  
TECHNOLOGY**  
C • E • N • T • E • R



**Don Koser, P.E.**  
Value Engineering  
& Constructability  
VE & Constructability  
Review



**Melanie Heckel**  
Senior Preconstruction  
Administrator &  
Contract Management  
Contract Review /  
Bidding / Documentation



**John George, Ed.D.**  
Director of Client  
Relations  
Client Relations



# Daniel V. Cicala, Esq.

## Principal



### Education

**Pace University School of Law** /  
White Plains, NY / Juris Doctor (JD) /  
1994

**New York University** / New York,  
NY / Construction Management  
Degree / 1987

**Gettysburg College** / Gettysburg,  
PA / Bachelor of Arts (BA) in  
Business Management

### Memberships

Admitted to practice in *New  
Jersey* / 1994

Admitted to practice in *New York* /  
1995

Admitted to practice in  
*Pennsylvania* / 2000

American Bar Association, ABA  
Forum on the Construction Industry  
& ABA Early Dispute Resolution  
Committee

PA Bar Association & Lancaster Bar  
Association

Board Member & Construction  
Committee Chair - The Thaddeus  
Stevens Foundation Board

Secretary - Lititz Regional  
Community Development  
Corporation

Member – International Dispute  
Review Board Foundation

Advisory Committee - C&N Bank

### Overview

As Founder and Principal of the firm, Dan oversees all operations. With an extensive background in construction, construction management and construction law, Dan extends a diverse and broad skill set to Fidevia's clients. Dan is committed to helping his clients achieve their financial, programmatic and scheduling goals while at the same time protecting his clients from any negative exposures, preventing problems and producing overall excellent outcomes!

### Prior Experience

**Hedinger & Lawless, LLP**, Florham Park, NJ  
Associate

Successfully managed and litigated a caseload of approximately  
140 matters for this construction law firm.

**Postner & Rubin**, New York, NY  
Associate

**Regal Construction Corporation**, New York, NY  
General Counsel, Vice President, Controller, Project Manager,  
Superintendent, Estimator & Skilled Tradesman

**Project Highlights:** *Fox Television Headquarters |  
International Union of Operating Engineers Local 15 | The  
Pierre Hotel | Rosenberg & Stiebel | The Apple Bank |  
Maimonides Medical Center | St. Bartholomew's Church |  
Marriott Hotels | The New School for Social Research |  
Digital Equipment, The New York Telephone Company |  
The Prudential | Metropolitan Life Insurance Company |  
Italian Lines, Inc. | The Trump Organization | The Plaza  
Hotel | Bergdorf Goodman | Sherry Netherland Hotel |  
General Electric Company | St. Vincent's Hospital | Atlantic  
Bank of NY | CARE*

### Legal Publications & Presentations

Dan has written, presented extensively and has been published in  
several construction industry books on the topics of construction  
and construction law best practices as well as on early dispute  
resolution and dispute prevention.

### Personal Interests

Dan greatly appreciates his family, his Fidevia family, his faith and  
his country, is an avid reader of history and actively competes in  
javelin (Dan is the current USA Masters Track and Field 55-59  
javelin champion).



# John Michel

Director of Preconstruction



**Years with  
Fidevia  
2 years**

## Overview

With over 20 years of experience in the construction industry, John has an extensive understanding of all aspects of the construction process inside and out.

John will serve as a key member of our Preconstruction team with cost estimating, monitoring the project's scope, schedule and budget, representing the owner's interests throughout the entire preconstruction phase. His expertise, exceptional attention to detail and keen understanding of project specifications, along with schedule and budget demands, exemplify his ability to provide outstanding Owner representation.

## Sample of Completed Projects During Career in Construction

Hamburg School District, Middle School | Reading School District, High School | Owen J. Roberts School District, East Coventry Elementary School | Berks County Intermediate Unit | Montgomery County Intermediate Unit | Hospital Projects, Reading, Pottstown, Brandywine & Pottsville | Multiple Redner's Warehouse Market (Past 15 years) | Multiple Quick Shop (Past 15 years) | Tuscarora Intermediate Unit 11

## Prior Experience

**SMJ Contracting Inc.**, Douglassville, PA  
Estimator/Project Manager

**Keystone Interior Systems**, Reading, PA

- Laborer
- Estimate Apprentice
- Construction Estimator / Project Manager

## Personal Interests

In John's free time, his two passions are wildlife photography and travel/exploration.



# Melanie A. Heckel

Senior Preconstruction Administrator and Contract Management



## Education

**Institute for  
Paralegal Training /**  
Philadelphia, PA /  
Certificate in  
General Practice /  
1984

**Indiana University  
of Pennsylvania /**  
Indiana, PA / BA in  
Criminology / 1983

**Years with  
Fidevia  
20 years**

## Overview

As a Senior Preconstruction Administrator and Contract Management, Melanie assists the preconstruction team by applying her legal background to reviewing and offering suggested changes to front end specifications and contracts to ensure the Owner is best represented.

During the preconstruction phase, she monitors code review and the municipal permitting process. She also creates and maintains the preconstruction files. In addition, Melanie prepares pre-bid & preconstruction meeting agendas and minutes along with the owner/contractor agreements. She serves as a key player in the preconstruction phase.

## Sample of Completed Projects

Warwick School District | Manheim Township School District | School District of Lancaster | Fleetwood Area School District | Pequea Valley School District | Pine Grove Area School District | Reading School District | Lower Merion School District | Berks County IU 14 | Hamburg Area School District | Tri-Valley School District | Lewisburg School District | Boyertown School District | Lebanon School District | Fulton Bank | Garden Spot Village | Union Community Bank | West Shore School District | Lancaster Country Club

## Prior Experience

**Appel & Yost, Lancaster, PA**  
Real Estate Paralegal

**Ward & Klein, Gaithersburg, MD**  
Real Estate Paralegal

**Barley Snyder Cooper & Barber, Lancaster, PA**  
Real Estate/Corporate Paralegal

## Personal Interests

Melanie enjoys gardening, reading, camping, Italian food, wine, travel and spending time with family and friends.



# Donald Koser, P.E.

Senior Construction Manager



## Education

**Penn State University**  
/ State College, PA /  
B.S. in Civil  
Engineering / 1971

## Certifications

Registered  
Professional Engineer  
in PA

**OSHA / 30 Hour**  
Certification Course /  
2020

**Years with**  
**Fidevia**  
**6 Years**

## Overview

Having an extensive background in engineering, Don will provide professional assistance in value engineering, constructability reviews, drawing and specification reviews, shop drawing reviews, submittal reviews, schedule reviews and project closeout.

## Prior Experience

**Herbert, Rowland & Grubic, Inc.**, Lancaster, PA  
Director of Civil Engineering

**Lake, Roeder, Hillard and Associates**  
**(Tri-Tech Resources, Inc. Organization)**, Columbia, PA  
Director of Civil Engineering

**Keystone Engineering & Planning Consultants**,  
Denver, PA  
President

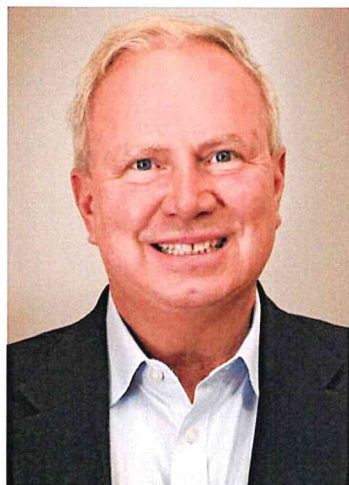
## Personal Interests

Don enjoys golfing, history, geocaching and ballroom dancing.



# John George, Ed.D.

## Director of Client Relations



### Education

**Temple University /**  
Philadelphia, PA / Post-  
Doctoral Educational  
Administration / 1997

**University of Pittsburgh /**  
Pittsburgh, PA / Ed.D.  
Instruction and Learning /  
1991

**University of Pittsburgh /**  
Pittsburgh, PA / M.Ed. Special  
Education / School  
Consultation / 1987

**George Washington**  
**University /** Washington, D.C.  
/ B.A. Elementary and Special  
Education / 1982

### Overview

Having completed many complex construction projects over his 40-year tenure as a leader in education, as the Director of Client Relations, John serves as a valuable liaison to senior District administration.

John also supports the Fidevia team by offering districts additional educational consultative services.

### Prior Experience

**Pennsylvania Associate of Intermediate Units, Enola, PA**  
Executive Director

**Montgomery County Intermediate Unit, Norristown, PA**

- Executive Director
- Acting Superintendent, Harrisburg School District

**Berks County Intermediate Unit, Reading, PA**

- Executive Director
- Acting Superintendent, Reading School District
- Superintendent of Record, Berks County Career and Technology Center
- Superintendent of Record, Muhlenberg Career and Technology Center

**Warwick School District, Lititz, PA**

- Superintendent
- Assistant Superintendent

**Lancaster-Lebanon Intermediate Unit 13, East Petersburg, PA**

- Director, Exceptional Children Services
- Supervisor of Special Education

**Capital Area Intermediate Unit 15, Summerdale, PA**

Director, Comprehensive System of Personnel Development, Instructional Support System of Pennsylvania

### Personal Interests

Dr. George is an experienced leader with 42 years of public service in various positions. He has served as the Executive Director of the Pennsylvania Association of Intermediate Units (PAIU), Executive Director of the Montgomery County Intermediate Unit (MCIU), Executive Director of the Berks County Intermediate Unit (BCIU), Superintendent of the Warwick School District, Director of Special Education for the Lancaster-Lebanon Intermediate Unit, an administrator for the Pennsylvania Department of Education, and Assistant Director for Governmental Relations with the National Association of State Directors of Special Education, based in Washington, D.C.

Dr. George earned his Doctorate and Master of Education degrees from the University of Pittsburgh and a bachelor's degree from George Washington University. He completed postdoctoral studies at Temple University. He has authored several articles and publications, presented testimony to the U.S. Congress, the PA General Assembly, and the PA State Board of Education, and has presented nationally on many issues related to public education. Throughout his career, Dr. George has served on numerous community and education boards.



# 2025 HOURLY RATES

- General Clerical \$60/hour
- Planning & Pre-Construction Services \$80 - \$115
- RFP, Contracts & Bidding Documents \$160
- Estimating & Cost Analysis \$95 - \$120
- Operational and Financial Planning \$135
- Value Engineering & Constructability \$100 - \$155
- Scheduling \$90 - \$120
- Engineering \$130 - \$150
- Construction Financial Management \$105
- Construction Administration \$90
- Construction Management \$90 - \$120
- Construction Management 2nd & 3rd Shift \$155
- LEED AP, Green Globes Etc. Management \$80
- Project Executive \$165
- Senior Consultant / Capital Planning \$145
- Principal \$210
- Risk/Claim Analysis, Mitigation Strategies & Implementation \$215
- Claim Resolution/Mediation \$265





### **Agreement for Owner's Representative on Construction Project**

This is an agreement ("Agreement") between the Lebanon County Career and Technology Center, 833 Metro Drive, Lebanon, PA 17042 ("LCCTC"), and Fidevia, LLC, 750 Lititz Pike, Lititz, PA 17543 ("Fidevia"), for Fidevia to serve as Owner's Representative for the Building and Campus Feasibility Study.

### **BACKGROUND**

The LCCTC intends to complete a Building and Campus Feasibility Study (the "Project"). To help guard against defects and enhance efficiencies for the Project, the LCCTC wishes to engage an Owner's Representative to provide the services identified in this Agreement. Fidevia is a business that provides Owner's Representative services, and wishes to accept the assignment as Owner's Representative for the Project. Intending to be legally bound, the parties agree to the following terms and conditions.

### **TERMS AND CONDITIONS**

1. The LCCTC agrees to engage Fidevia and to pay it for providing the following services as Owner's Representative for the Project:

a. Services to be provided pursuant to this Agreement shall cover the design and bidding phases of the Project, based on design phases for which the LCCTC has currently contracted an architect for the Project (the "Architect").

b. For services listed on Attachment A (Scope of Services During Pre-Construction) and Attachment B (Scope of Services During Bidding), to be provided by Fidevia to the extent applicable for the design phases covered by this Agreement, the LCCTC shall pay Fidevia hourly per Attachment C (2025 Hourly Rates).

c. In addition to the specific items listed at Attachments A and B, the Owner's Representative shall also perform other assignments as directed by the LCCTC that pertain to the Project, including assisting with litigation or other forms of dispute resolution, and shall do so for no additional fee so long as they do not place an undue additional burden on the Owner's Representative.

2. The LCCTC shall not reimburse Fidevia for any out-of-pocket costs associated with the provision of services under this Agreement, except for costs associated with pre-authorized travel to locations other than the Project site or other LCCTC-owned property.

3. The LCCTC and Fidevia do not intend this Agreement to modify the services to be provided to LCCTC by the Project Architect pursuant to a separate contract with the LCCTC (the "Architect's Agreement"). Rather, the intention is for Fidevia, through its services as Owner's Representative, to serve a distinct function on the Project, in protecting the LCCTC's interest of receiving a cost-effective, well-constructed project with appropriate materials and



systems, and in serving as fiduciary to the LCCTC, by acting separately and independently of the Architect, the contractors for the Project (the "Contractors") and other parties.

4. Fidevia shall not assign the duty of performing services under this Agreement to any other party.

5. This Agreement shall terminate upon the earliest of the following: (a) Final Completion of the Project; (b) such other time as may be mutually agreed upon by the LCCTC and Fidevia; (c) 90 days after the LCCTC provides Fidevia notice of termination without cause; or (d) immediately upon termination by either party for cause, after the other party fails to cure a material breach of this Agreement within two weeks of written notice of such breach. In the event the Agreement is terminated prior to Final Completion of the Project, the LCCTC shall pay Fidevia for services rendered through the effective date of such termination, but not pay any additional fee.

6. The LCCTC shall provide Fidevia access to and copies of all pertinent Project documentation and other information necessary for Fidevia to perform its duties under this Agreement. Fidevia agrees to maintain confidentiality with regard to any non-public information provided to it pursuant to this Agreement.

7. Fidevia agrees to perform all services under this Agreement with the level of skill and care ordinarily used by an Owner's Representative under similar conditions at the same time and within Lebanon County and contiguous counties. In the event of litigation, Fidevia shall be liable to the LCCTC for any and all costs, loss, liability or damages (including any legal fees or consultant expert fees) incurred by the LCCTC, solely resulting from Fidevia's failure to use such skill and care. Should the LCCTC be adjudged to be at fault, the LCCTC shall reimburse Fidevia for its costs in defending itself.

8. Fidevia agrees that throughout the term of this Agreement, and for at least two years after termination of this Agreement, it shall maintain insurance coverage in at least the following amounts per occurrence and other terms that are usual for a professional Owner's Representative consultant: Professional liability, \$1,000,000; Comprehensive General Liability, \$1,000,000; Automobile, \$1,000,000; Worker's Compensation in compliance with state minimum requirements. Fidevia shall provide a Certificate of Insurance to the LCCTC at the outset of this Agreement, and at other times upon request of the LCCTC.

9. In providing Owner's Representative services pursuant to this Agreement, Fidevia will be acting as an independent contractor, not as an employee of the LCCTC. In that regard, Fidevia and its employees will not be eligible for any employment-related benefits or be supervised by the LCCTC, and the LCCTC will not control the means and methods by which Fidevia and its employees provide services. Fidevia shall be solely responsible for any and all taxes due as an independent contractor, and shall indemnify and hold the LCCTC harmless for all such taxes. Fidevia may perform services for other clients, but only if doing so does not interfere with its ability to perform all services requested hereunder by the LCCTC. Fidevia and



the LCCTC acknowledge that this Agreement does not create a partnership or joint venture between them.

10. Fidevia warrants that all information contained in its response to the LCCTC's request for proposals is true and accurate to the best of its understanding and belief. Any standards of performance contained in such response shall be incorporated into this Agreement to the extent they supplement or exceed standards otherwise stated herein.


11. Any unresolved disputes arising from this Agreement or the Project shall be subject to mediation if all parties are in agreement, and otherwise subject to litigation in the Lebanon County Court of Common Pleas, with the parties waiving the right to a trial by jury.

12. This Agreement may be modified by mutual written agreement at any time.

Both parties have executed this agreement below by duly-authorized representatives.

  
\_\_\_\_\_  
Lebanon County Career and Technology Center

3/20/25  
Date

  
\_\_\_\_\_  
Fidevia, LLC

3/22/25  
Date

**Attachment A**  
**Scope of Services During Pre-Construction**

**1. Evaluate and Make Recommendations on Project Options**

The Owner's Representative, in consultation with the LCCTC and the Architect, shall evaluate and make recommendations on Project options to the LCCTC. The evaluation shall identify advantages and/or disadvantages of each option with regard to cost, schedule, logistics, and site development.

**2. Develop and Make Recommendations on a Detailed Project Budget**

The Owner's Representative, in consultation with the LCCTC and the Architect, shall develop and make recommendations to the LCCTC with regard to a detailed Project budget that identifies all costs including construction costs, land acquisition costs, consulting fees, permit fees, testing and inspection fees, furnishings, equipment, inflation and contingencies.

**3. Cost Estimates and Prepare Detailed Cost Estimates**

The Owner's Representative shall evaluate Project cost estimates prepared by the Architect pursuant to the Architect's Agreement, and independently prepare budget Project cost estimates at the completion of schematic design, at the completion of design development, and at the completion of construction documents. The final estimate shall conform to the final bid package.

**4. Develop a Project Delivery Strategy**

The Owner's Representative, in consultation with the LCCTC and the Architect, shall analyze Project requirements and develop a pre-construction and construction strategy that addresses requirements for function, cost, quality, time, and logistics.

**5. Evaluate and Provide Recommendation on Architect's Proposed Project Master Schedule**

The Owner's Representative shall evaluate the Project Master Schedule submitted to the LCCTC for approval by the Architect pursuant to the Architect's Agreement (including an evaluation of durations and milestones during all phases of the Project), and provide the LCCTC a written recommendation on whether to approve such schedule.

**6. Monitor the Project Master Schedule**

The Owner's Representative shall monitor and report on Project progress during pre-construction, recommend any appropriate updates to the Project Master Schedule, notify the Owner and the Architect of any delays or problems, and recommend any corrective action necessary to recover and meet the approved schedule.

**7. Perform Value Engineering Studies**

Throughout the design process, the Owner's Representative shall offer recommendations to the LCCTC on possible cost efficiencies to be achieved through value engineering.

**8. Perform Constructability Reviews**

The Owner's Representative shall evaluate design documents as they are developed in order to avoid potential problems with constructability of the proposed design, and to minimize potential change orders relating to constructability.



**9. Evaluate Drawings and Project Manual**

The Owner's Representative shall be responsible to develop front end portion of the specifications (Division 1) to be provided to prospective bidders, and provide recommendations to the LCCTC and the Architect on contractor performance requirements in the Project Manual to promote quality, cost effectiveness, appropriate allocation of work between contractors, and compliance with the Master Project Schedule. With regard to non-technical specifications, the Owner's Representative shall also confer with the LCCTC's solicitor as directed by LCCTC.

**10. Provide Monthly Reports**

The Owner's Representative will prepare and distribute monthly reports to the LCCTC and the Architect on the project budget, the status of the project schedule, and on general project information.

**11. Conduct Design Coordination Meetings**

The Owner's Representative will attend design coordination meetings on a regular basis (minimum of two per month) with the LCCTC, the Architect, and other consultants to discuss and review all items pertinent to Project design.

**12. Participate in Other Meetings and Proceedings**

Upon request of the LCCTC, the Owner's Representative shall participate in other meetings or proceedings pertaining to the Project, and unless otherwise directed by the LCCTC shall take and distribute minutes of such meetings or proceedings.

**Attachment B**  
**Scope of Services During Bidding**

**1. Promote Contractor and Supplier Interest**

The Owner's Representative shall identify potential contractors and suppliers appropriate for the Project and promote the Project to them, to help develop a competitive bidding environment.

**2. Evaluate Bidding Advertisement**

The Owner's Representative shall evaluate the bidding advertisement developed by the Architect for approval by the LCCTC pursuant to the Architect's Agreement, and shall provide comments to the LCCTC, the LCCTC's solicitor and the Architect on such advertisement.

**3. Monitor Reproduction and Distribution of Bid Documents**

The Owner's Representative shall monitor the Architect's reproduction and distribution of the bid documents pursuant to the Architect's Agreement.

**4. Attend Pre-Bid Conference and Confer on Responses to Pre-Bid RFIs**

The Owner's Representative shall attend the pre-bid conference (to be organized and conducted by the Architect), and shall confer with the Architect and the LCCTC on responses to pre-bid questions (to be answered by the Architect pursuant to the Architect's Agreement).

**5. Attend Bid Opening and Confer on Evaluation and Tabulation of Bids**

The Owner's Representative shall attend bid opening (to be organized and conducted by the Architect, and confer with the LCCTC and the Architect in evaluating and tabulating bids (bid results to be documented and distributed by the Architect).

**6. Confer on Evaluating Qualifications of Bidders**

The Owner's Representative shall confer with the Architect and the LCCTC in evaluating whether bidders qualify as "responsible bidders" under Pennsylvania law, and shall assist in any investigation determined to be appropriate by the LCCTC.

**7. Review Construction Contracts and Forms Submitted by Contractors**

The Owner's Representative shall review construction contracts provided to Contractors who have been awarded bids (to be prepared by the Architect pursuant to the Architect's Agreement), shall review completed contracts and forms submitted by Contractors, and shall immediately advise the LCCTC, the LCCTC's solicitor and the Architect of any problems or concerns with such contracts and forms.



**Attachment C**  
**2025 Hourly Rates**

- General Clerical \$60/hour
- Planning & Pre-Construction Services \$80 - \$115
- RFP, Contracts & Bidding Documents \$160
- Estimating & Cost Analysis \$95 - \$120
- Operational and Financial Planning \$135
- Value Engineering & Constructability \$100 - \$155
- Scheduling \$90 - \$120
- Engineering \$130 - \$150
- Construction Financial Management \$105
- Construction Administration \$90
- Construction Management \$90 - \$120
- Construction Management 2nd & 3rd Shift \$155
- LEED AP, Green Globes Etc. Management \$80
- Project Executive \$165
- Senior Consultant / Capital Planning \$145
- Principal \$210
- Risk/Claim Analysis, Mitigation Strategies & Implementation \$215
- Claim Resolution/Mediation \$265