



**YONKERS  
PUBLIC SCHOOLS**



**REVISED 7/22/21 (Scope Increase YPS 26)**

**CITY OF YONKERS / YONKERS PUBLIC SCHOOLS  
SCHOOL FACILITIES MANAGEMENT**

One Larkin Center – 3<sup>rd</sup> floor  
Yonkers, NY 10701  
Phone: 914.376.8008

**Request for Proposal RFP No. 420-20-06  
Architectural/Engineering Design Services**

**HVAC UPGRADES  
AT  
SCHOOL 21  
CASIMIR PULASKI SCHOOL 26**

For Issue on November 30, 2020  
Response Due Date: December 9 14, 2020 at 3:00 pm

This is a request for proposals (RFP) to perform Architectural/Engineering Services for the School Facilities Management Dept. (SFMD) of the Yonkers Public Schools (YPS). This RFP will be the basis, in part or in whole, of an Agreement between the successful proposer and the YPS for the work described at the rates and schedule proposed herein and/or as amended by negotiation.

Submit proposals electronically via email to:

Mr. John P. Carr, Executive Director, School Facilities Management  
[jcarr@yonkerspublicschools.org](mailto:jcarr@yonkerspublicschools.org)

## **PART 1 - THE CONSULTANT'S RESPONSIBILITIES**

### **1.01 BASIC SERVICES**

The selected Architect or Engineer hereinafter referred to as the "Consultant", shall perform the normal architectural, structural, civil, mechanical and electrical engineering services as deemed necessary to insure a complete biddable and permitted design. All design shall be in accordance with all Federal, State (State Education Department, S.E.D.), County and local codes and regulations. The Consultant will complete, submit, and follow to approval all forms and paper processes required by the New York State Education Department from the LOI to project closeout including all Change Orders and Certificates of Substantial Completion (CSC).

The selected Architectural/Engineering Firm hereinafter referred to as the "Consultant", shall perform the scope of services as outlined in RFP-404 and Part 1.01 of this RFP.

### **1.02 PROJECT BUDGET**

The project budget for each school is estimated to be \$4,500,000, \$3,500,000 and \$1,250,000 for School 21 & 26 respectively, including soft costs. The consultant is to review the scope of work below and comment on the sufficiency of this sum in his/her response.

### **1.03 PROJECT SCOPE**

The project will require the Consultant to provide designs for the upgrade of HVAC systems at School 21 and Casmir Pulaski School 26 (PS-26). HVAC upgrades at each school shall be as follows:

#### **PS 21**

The Consultant shall provide designs for new HVAC systems for the entire school and shall included but not be limited to classrooms, offices, gymnasium, auditorium, cafeteria and non-occupied spaces requiring ventilation as required by the Mechanical Code.

HVAC upgrades shall include energy recovery, new HVAC controls and be capable of being upgraded to provide for future air conditioning. The consultant shall investigate different designs and recommendations based on cost of each design such as central units versus unitary unit ventilators. Systems may include a combination of central and or unitary systems. The consultant shall include upgrades to the building perimeter radiation, heating entrances and other non-occupied spaces subject to heat loss (Attic).

The Consultant shall provide a Study to upgrade the School's new HVAC systems with air conditioning, via central chiller plant, Variable Refrigerant Flow systems or other forms of air conditioning. Study shall report on architectural, structural, mechanical and electrical requirements, estimates and schematic design of recommended air conditioning systems.

Upgrades to the School's hot water boiler plant is not included in this scope of work however, the Consultant shall provide the designs necessary to convey, temper and control the hot water heating systems to the new HVAC equipment.



School 21: Consultant shall include replacement of the 1960s underground fuel oil storage tank. The district would like to get the fuel oil storage tank relocated inside the building. The consultant shall also include tie in of new exhaust systems installed under the COVID19 Emergency HVAC Restoration Project into the Andover BMS.

#### **PS-26**

The Consultant shall provide HVAC designs for spaces which do not presently have ventilation and required to be occupied by YPS. These include but are not limited to the ground floor classrooms 28, 29, 31, 32 & Art Room 25; first floor Principal's Office, Main Office, Faculty and Nurses suite and second floor Psychology 212. These spaces shall include air conditioning and their HVAC systems shall include energy recovery. Consultant shall also include necessary fire alarm and PA upgrades.

The Consultant shall include upgrading the school's HVAC systems serving the cafeteria and gymnasium. New HVAC systems shall be capable of being upgraded to provide for future air conditioning.

The consultant shall also provide designs and specifications for upgrading the HVAC controls to Andover for existing and new HVAC equipment which may include but not be limited to boilers, pumps, unit ventilators, air handling unit, exhaust fans and fuel oil equipment.

#### **SCOPE INCREASE:**

1. Add HVAC to Reading Room 205 and AP Office including GC work.
2. Replace UV's in Library and CR 213 including GC Casework modifications.
3. Add Toilet exhaust to Storage 036 and Toilet 036A.

#### **1.04 ASBESTOS & HAZARDOUS MATERIALS ABATEMENT**

The Consultant shall provide all labor and materials required to conduct pre-design environmental surveys of the appurtenant building features. This will include but is not limited to the cutting, sampling, testing and patching of roofing, flooring, masonry walls, caulking, insulation and other suspect materials. The Consultant will also include the design for the abatement of all hazardous materials affected by the scope of work outlined in this RFP. The cost for design, bidding and construction administration work is to be included as part of the Consultants Lump Sum Fee for Basic Services, see Table 3.01 and Part 3.01. The cost for asbestos surveys and sampling labor laboratory testing shall be compensated under the Additional Services & Reimbursable fee schedule, see Table 3.01 and Part 3.02.

#### **1.05 BACKGROUND DATA**

The following materials are available for viewing during the proposal phase and will be presented to the Consultant at the Kick-off meeting:

- 2015 Building Condition Survey.
- 2016 AHERA Asbestos Reports.
- Electronic (scanned) plans of the building.
- Basic floor plans on AutoCAD

## 1.06 DESIGN REVIEW MEETINGS

Design Review Meetings will be arranged, chaired and recorded in minutes by the Consultant for the presentation and discussion of the following topics and design deliverables:

**Kick-Off Meeting:** Attendees shall include the Consultant, sub-consultants, and SFMD.

**Schematics Design Phase Review:** Attendees shall include the Consultant, sub-consultants, and SFMD. The Consultant shall schedule, conduct and record a second meeting, on site with the SFMD, the School's Principal and Custodian.

**Design Development Phase Reviews:** Attendees shall include the Consultant, sub-consultants, and SFMD.

**Construction Documents Phase Review:** Attendees shall include the Consultant, SFMD and staff from the Buildings and Grounds section of the SFMD.

**Contractor Pre-Award Meeting:** Attendees shall include the Consultant, sub-consultants, SFMD and the apparent low bidder.

**Pre-Construction Meetings:** Two meetings shall be scheduled, back to back if possible. The first will include the Consultant, SFMD, B&G and the Contractor. The second shall include the school principal, custodian, local unions' representatives, and the Contractor.

**Additional Meetings:** The Consultant shall attend additional meetings with local government officials, the public, Board of Trustees and their representatives as requested by YPS and billed in accordance with the Consultants Hourly Rates as listed in Part 3.03

**Construction Progress Meetings:** Job Meetings will be held every week during the prime construction season. Attendees are to include the Consultant, the Contractor, and the SFMD.

## 1.07 DELIVERABLES

All deliverables are to be transmitted in hardcopy and electronically, in the programs with which they were created. The contract documents, plans, specifications and other data are to become the property of the YPS. Hold harmless documentation shall be furnished upon request.

Unless indicated otherwise, for each Phase of the Design Process, excluding the Kick-Off, the Consultant shall furnish and deliver:

1. Minutes for each and every meeting held with the District.
2. Two (2) half size and full size sets of drawing plans.
3. Two (2) specification books.
4. Cost Estimates in Microsoft EXCEL in Phase appropriate detail.



5. For Construction Documents Phase and after: Electronic Bar Graph type Project Schedule including all major milestones and construction in EXCEL, Primavera or other acceptable means of scheduling projection.
6. For Construction Documents Phase and after electronic draft specifications which will include General Conditions, (supplied electronically by SFMD) Installation and Material Specifications for all trades, bid item sheets with proposed add alternates, etc.
7. All of the above in Electronic files in ADOBE.pdf.

## **1.08 PROJECT PHASES**

There are five phases to this assignment: Kick-off to Schematic, Design Development, Construction Documents & SED Permit, Bidding & Negotiation and Construction Administration as further described:

### **1.08.01 KICK-OFF**

The Consultant and SFMD shall review the above Project Milestones Dates and the times proposed for each task presented in Part 2.01 to set a firm project schedule. The Scope of Work shall be reviewed and set for inclusion in the Schematic Design. YPS will provide the Consultant with any and all drawings, files, condition surveys, maintenance histories, design reports or other pertinent information available. Pre-meeting site inspections by the Consultant are required and can be arranged through the SFMD. If it's not included on the list in 1.04 above, then it is not available.

### **1.08.02 SCHEMATIC DESIGN**

Based on the mutually agreed upon program and project budget requirements determined in the Kick-Off Meeting, the Consultant will prepare the Schematic Design Documents consisting of drawings, reports and other documents illustrating the scale and relationship of the various project components, taking into consideration existing conditions and utilities, the YPS budget, design standards, any attachments to this RFP, and coordination with adjoining projects. The Consultant shall discuss and if so directed plan to undertake such exploratory work and survey as it deems necessary to insure a complete design.

Additional scope of work requested by the Principal or Head Custodian shall be presented to the SFMD for review.

The Consultant shall furnish structural, mechanical, electrical, chemical and other laboratory tests, inspections and reports as required for complete and accurate design. Unless indicated otherwise, the cost for this work is to be included in the sum proposed to complete Schematic Design, including the manufacturer's cut sheets for all major materials and equipment.

### **1.08.03 DESIGN DEVELOPMENT**

Based on the approved Schematic Design Documents and any adjustments authorized by the YPS in the program or Project budget, the Consultant shall prepare Design Development Documents consisting of 95% complete plans, specifications and estimate. These shall establish the scope, and the size and character of the entire Project as to architectural, structural, civil, environmental (hazardous materials) mechanical and electrical systems/materials and such other elements as may be appropriate.



The plans will have a standard YPS cover sheet. The specifications will consist of general conditions and boiler plate bid sheets supplied to the Consultant by the YPS. *The Consultant is required to read, understand and comment on the efficacy of these documents.* NO changes are permitted without written agreement from the YPS.

The Consultant shall also be responsible for addressing Alternate Designs and Cost Estimates where the anticipated or requested design project costs exceed the YPS project budgets or where the Consultant can illustrate a more efficient design.

The Consultant shall submit manufacturer's submittal sheets for all revised proposed materials and equipment from the last submission.

#### **1.08.04 CONSTRUCTION DOCUMENTS AND SED PERMIT**

Based on the approved Design Development Documents the Consultant shall prepare and submit a building permit application package to the SED. Comments from the SED shall be transmitted to the YPS, incorporated into a revised building permit application as required and resubmitted to the SED for approval.

#### **1.08.05 BIDDING AND NEGOTIATION**

Upon issuance of the SED Building Permit and YPS acceptance of the FPS&E, the Consultant shall provide the following services to the YPS:

1. After Bids are opened submit two (2) full size sets of drawings and specifications and two (2) sets of half size drawings to the YPS for its records. Drawings shall be buck-bound and printed on white bond paper. Contract books shall be bound and include YPS milestone dates for Issuance, Pre-Bid Conference, Bid Opening, Construction Start/End and Duration. Documents shall include all issued Addenda. (Additional requests for printing of Plans and Specifications by YPS will be billed at direct cost with no mark up as a reimbursable.)
2. Assist in obtaining interested and qualified bidders.
3. Attend Pre-Bid Conference.
4. Be responsible for receiving, answering and recordkeeping of contractor Request for Information (RFI's). Upon completion of project the Consultant shall submit to the YPS an RFI log in chronological order.
5. Be responsible for addressing Addendums to cover responses to RFI's, where Design issues were overlooked and are considered to be part of the scope of work. The Consultant shall also be responsible for issuing Addendums for changes in scope of work requested by YPS. The request for additional work will be paid in accordance with Part 3, Paragraph 3.02 Compensation for Additional Services.
6. Perform an analysis of the low bid to determine if the bid is within an acceptable range and perform reference checks, pre-award interviews for determination of a Responsive Bidder. The Consultants sub-consultants shall attend contractor pre-award interviews.

**1.08.06 CONSTRUCTION ADMINISTRATION WITH A 3<sup>RD</sup> PARTY  
CONSTRUCTION MANAGER.**

1. The Construction Phase will commence with the award of the contract to the Contractor and the issuance of a Notice to Proceed by the SFMD. It will end with the acceptance of the Certificates of Substantial Completion and issuance of all contract change orders to SED.
2. The Consultant's and Sub-Consultant shall visit the site on an average of four (4) times per month during peak construction periods and attend each and every progress meeting as scheduled by the CM. The site visits may coincide with the progress meetings but the designer will be required to perform detailed inspections of the work in progress at every site visit.
3. On the basis of such on-site observations, the Consultant shall keep the YPS and the CM informed of the progress and quality of the Work, and shall endeavor to guard the YPS against defects and deficiencies of the Work of the Contractors. The observance of progress, workmanship, on-site materials, deficiencies or defects shall be promptly reported weekly in writing to the YPS and Construction Manager (CM) and for issue to the Contractor by the CM.
4. The Consultant will be responsible for answering and recording contractor Request for Information (RFI's) through the CM.
5. The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples including Color Schedules, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken in accordance with the Contract Documents regarding reasonable promptness so as to cause no delay per the Contract Specifications. The Consultant shall maintain the shop drawing submittal log.
6. The Consultant shall review the Operations and Maintenance Manual prepared by the Contractor in accordance with the manufacturer's recommendations.
7. The Consultant shall sign-off in approving Contractor payments and Change Orders. Consultant shall provide technical writing explaining in detail, the reason for each and every change order needed to complete the scope of work. Consultant will provide and execute all SED required submittal for Changer Orders.
8. The Consultant will perform a detailed inspection of the contractors completed Work and provide a detailed report (punch list) of deficiencies to be corrected to the CM and to the YPS and revisit and re-inspect to confirm that punch list items are corrected and completed.



9. The Consultant shall participate in the commissioning of the Work, witness the Contractors' final testing and start-up of all utilities, operational systems and equipment in accordance with the plans and specifications.
10. The Consultant will complete, submit, and follow to approval all forms and paper processes required by the SED, from the LOI to project closeout including all Change Orders.
11. The Consultant shall perform an evaluation of the Contractor's performance in accordance with Article 49 of the School Facilities Management Contract Manual and Specifications.
12. The Consultant's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is approved by the YPS, or in the absence of a final Certificate for Payment or of such due date, sixty (60) days after the Date of Completion of the Work, whichever occurs first.

### 1.09 ADDITIONAL SERVICES

Additional services shall be provided if authorized or confirmed in writing by the YPS, and they shall be paid for by the YPS, in addition to the compensation for Basic Services, only as provided in a duly authorized written amendment to this agreement signed by an authorized representative of each of the parties. These services may or may not be related to the project described herein, as directed by the SFMD.

## PART 2 – GENERAL SUBMISSION REQUIREMENTS AND FORMAT

### 2.01 RFP/CONTRACT AWARD TIMETABLE (ANTICIPATED)\*

Issuance Date:	November 30, 2020
Pre-Response Conference:	December 3, 2020 at 10:00 am Zoom Meeting
Questions cut-off date:	Not Applicable
Response Due Date:	<del>December 9 at 3:00 pm</del> December 9 at 3:00 pm
BOE Approval:	January 2020

## PART 3 – FEE PROPOSAL – REVISED 7/22/21 ✓

### 3.01 COMPENSATION FOR BASIC SERVICES

For Basic Services as described in Part 1 the proposed compensation shall be the Total Project, Lump Sum as tabulated below: (Reminder: All printing required at various Phases is to be included as part of the consultant's overhead, built into the Lump Sum Fee for Basic Services; however, it is to be broken out separately on the form below).

#### NEW!!!

The last 25% of the construction administration fee shall be withheld from Consultants payment until the all closeout documents and contractor final payments have been received and all NYSED certificates of substantial completion and change orders have been received by NYSED and YPS.



### 3.02 COMPENSATION FOR ADDITIONAL SERVICES AND REIMBURSABLES

For additional services of the Consultant, beyond the scope of work described herein, the Consultant shall be compensated per a negotiated lump sum or by a time and material basis as per the discretion of the YPS.

Unless indicated otherwise, all extraneous expense, such as labor for asbestos surveys and sampling and laboratory testing of environmentally hazardous materials, special inspections, additional printing or increase in deliverables beyond that listed elsewhere, incurred by the Consultant that are directly and solely required to complete the work in this proposal will be reimbursed by the YPS at direct costs. *No markup will be permitted.* Original receipts are required to receive reimbursement. Travel, lodging and meals will not be compensated *without prior written authorization* to do so by the YPS.

The Consultant shall include on separate letter head a proposal of unit prices for all required asbestos laboratory testing and asbestos survey and sampling labor rates.

Additional services and Reimbursable will be paid out of funds set aside solely for that purpose. These funds are to be used at the discretion of the YPS and are not to be considered part of the contract total.

RFP 420-20-06		PROPOSED PROGRESS SCHEDULE AND LUMP SUM FEES FOR BASIC SERVICES		
HVAC UPGRADES AT SCHOOLS		PS-21 (A)	PS-26 (B)	PS-26 (C) Scope Increase
PROJECT PHASE	DURATION (Weeks)	FEE	FEE	FEE
Kick-off	1	\$15,000	\$5,000	---
Schematic Design	4	\$45,000	\$15,000	---
Design Development	4	\$45,000	\$15,000	---
SED Submission & Construction Documents	19	\$105,000	\$35,000	\$15,000
Bidding and Negotiation	5	\$15,000	\$5,000	---
Construction Administration	70	\$75,000	\$25,000	\$2,500
Additional Services Reimbursables		\$25,000	\$15,000	---
<b>TOTALS</b>	103	\$325,000	\$115,000	\$17,500

*\$12,500*  
*\$2000*  
*\$14,500*

TOTAL SUM OF THIS PROPOSAL (A+B+C) \$700,000 + \$65,000 for Add. Svcs & Reimb.

*YPS COMPUTER OFFER*  
*Lee Parson*  
*8/24/2021*

Laurence J. Barile, PE for Barile Gallagher Associates CE, PC Architect or Engineer  
(printed name of proposer)

### 3.03 HOURLY PAYMENT RATES FOR VARIOUS TITLES

The Consultant will be compensated for time and material work beyond the original scope of work at the rates submitted previously.

### 3.04 PAYMENTS

Unless indicated otherwise, payments for services shall be billed and payable on a monthly basis. All requests for payment (requisitions) *must include the following*:

1. Cover letter on the Consultant's letterhead with original signature requesting payment. This letter must indicate:
  - a. YPS Contract No.
  - b. The Project Numbers being billed
  - c. Original contract amount
  - d. Contract amendments (if any) and revised contract amount
  - e. Requisition No.
  - f. Lists of attachments.
  - g. Summary of amount due for this requisition and amount left in contract.
2. Back-up receipts for reimbursables.
3. Invoice(s) showing amount(s) due for each project.
4. For Additional Work only and Asbestos Surveys: Payroll reports showing employee(s) being charged to the project.

### NEW

The last 25% of the construction administration fee shall be withheld from Consultants payment until the all closeout documents and contractor final payments have been received and all NYSED certificates of substantial completion and change orders have been received by NYSED and YPS.



**PAVONE, LEE M.**

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**From:** Paul Gallagher <PGallagher@bga-eng.com>  
**Sent:** Wednesday, August 4, 2021 5:00 PM  
**To:** PAVONE, LEE M.  
**Cc:** Laurence Barile  
**Subject:** 21-08-04 YPS-26 revised fee final  
**Attachments:** RE: 21-05-24 YPS 26 added scope fee adjustment; 21-07-30 YPS-26 revised proposal

Hi Lee  
My 7-30-21 email was in response to your 7-21-21 email.

You will see the design and CD numbers are broken out. The fee adjustment was based on both estimated hours and probable cost.  
The architect and asbestos consultant had to go back after the fact so their field number was slightly higher.

If \$14,500 is the best Yonkers can do then we will accept it.

Thanks  
Paul

Paul J. Gallagher, PE



39 Marble Ave  
Pleasantville, NY 10570  
T: (914) 328-6060 x2014  
F: (914) 328-9304

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**From:** PAVONE, LEE M. <[LPAVONE@YonkersPublicSchools.org](mailto:LPAVONE@YonkersPublicSchools.org)>  
**Sent:** Wednesday, August 4, 2021 9:59:36 AM  
**To:** Laurence Barile <[lbarile@bga-eng.com](mailto:lbarile@bga-eng.com)>  
**Subject:** RE: 21-07-30 YPS-26 revised proposal

No, you never responded to the attached email. At this point YPS offer \$14,500.00.