



**YONKERS
PUBLIC SCHOOLS**



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

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**Request for Proposal RFP No. 420-21-08
Architectural/Engineering Services**

**ENHANCED CONSTRUCTION ADMINISTRATION SERVICES
for
Auditorium Upgrades and Exterior Bleacher Replacement
at
Lincoln High School
YPS Project #10873 & 10888**

For Issue on March 15, 2021
Response Due Date: March 26, 2021 at 3:00 pm

This is a request for proposals (RFP) to perform Architectural/Engineering Services for providing “Enhanced Constructing Administration 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

PART 1 - THE CONSULTANT'S RESPONSIBILITIES

1.01 BASIC SERVICES

The selected Architectural/Engineering Firm hereinafter referred to as the "Consultant", shall perform the scope of services as outlined below for the "Auditorium Upgrades and Exterior Bleacher Replacement at Lincoln High School, YPS Project #10873 and 10888.

The successful candidate will be required to provide Enhanced Construction Administration Services for the "Auditorium Upgrades and Exterior Bleacher Replacement at Lincoln High School. The Consultant will provide necessary staff required to successfully manage contractor(s) submittals, RFIs, payments, change orders & closeout documents; facilitate construction meetings; maintain schedule; inspect all progressing construction work on a daily basis to ensure work is completed in accordance with contract documents and complete the project on time and on budget. For additional information on staffing see Construction Schedule Article 1.01.1.

Pre-construction Management is not required. The two (2) projects CIP 10873 and 10888 have been combined under one bid IFB-6594 as a Wick's Law Multi-Prime construction project having a total of five (5) contracts. The General Construction Building, HVAC, Plumbing & Electrical contracts are for Auditorium Upgrades project CIP 10873 and the General Construction Site contract is for Bleacher Replacement project CIP 10888. Bids are scheduled to be open April 2, 2021 and the five (5) contracts are anticipated to be issued for recommendation of awarded to the BOE at the May 2021 stated meeting. Construction cost for awarding the two (2) projects schools is anticipated to be \$4.6 million or \$2,600,000 for CIP 10873 and \$2,000,000 for CIP 10888. The architect/engineer of record is Fuller & D'Angelo Architects & Planners, P.C. Under a separate contract with the District, the project will also have an Environmental Project Monitor to monitor abatement of asbestos containing building materials, consultant to be determined.

The Auditorium Upgrades project CIP 10873 scope of work includes but is not limited to:

- Removal and replacement of all seating.
- Installation of seating into the balcony area
- Removal and replacement of stage extension and stage access stairs
- Installation of new flooring in aisles and walk paths, repainting of floor area below new seating.
- Restoration of interior finishes for auditorium and lobby.
- Installation of new acoustic panels, ceiling "clouds".
- Removal of all existing lighting and installation of new L.E.D. lighting.
- Installation of new motorized projection screen and fixed mount projector.
- Cleaning of stage curtains and rehabilitation of stage rigging.
- Rehabilitation of lobby toilets to include modifications to provide handicapped accessibility, replacement of all plumbing fixtures, installation of new ceramic tile wall and floor finishes and new toilet partitions and accessories.
- Lobby upgrades to include new lighting, ceiling modifications and new display cases.
- Rehabilitation of the existing Auditorium ventilation system to provide air conditioning and electronic controls.

- Upgrade and add lighting to the catwalk area above auditorium ceiling.

CIP 10888 involves all related site work for the removal and replacement of exterior field bleacher system.

The Consultant is to review the Contract Bid documents IFB-6594 including all addendums before submitting a proposal and said documents can be found on <https://www.empirestatebidsystem.com> and or available electronically at the District School Facilities Management Office.

The Consultant shall endeavor to maintain the following construction schedule:

1.01.1 Construction Schedule

CONTRACT DURATION

The work encompassed in this contract is to be commenced on **May 3, 2021** or as soon thereafter that written notice to proceed (NTP) is issued. The General Construction contractor's contract will expire in **365** calendar days. See Construction Milestone Schedule below:

CONSTRUCTION MILESTONE SCHEDULE

1. Approved Schedule of Values Completed no later than 21 calendar days from NTP.
2. All Submittals and shop drawings completed no later than 30 calendar days from NTP.
3. Release of orders no later than 35 calendar days from NTP.
4. 10 Day Posting no later than June 16, 2021.
5. Asbestos abatement scope of work completed no later than July 21, 2021.
6. Construction work commencing June 28, 2021.
7. Site work starting August 23, 2021
8. All construction Work shall be substantially completed and turned over for beneficial used by YPS no later than November 1, 2021.
9. Punchlist work shall be completed no later than January 1, 2022.
10. Approved Close-Out Documents no later than March 1, 2022.
11. Final Payment & Release Retainage Payment issued no later than April 1, 2022.

It is anticipated the contractor may be required work 12 hour shifts during the summer months and Saturdays to complete the work. The consultant shall account for this in their bid response.

1.01.2 Enhanced Construction Administration Services

The Construction Phase will commence with the award of the contract to the lowest responsible bidder by the District and the issuance of a Notice to Proceed by the SFMD.

The Consultant shall provide on-site staff, Construction Project Manager to perform and to

coordinate contractors to expedite their work and maintain quality control and conformance to the contract documents. The Construction Project Manager shall have a minimum of ten (10) years experience in performing Construction Management/Administration Services. The Construction Project Manager shall also have a minimum of three (3) years experience in Construction Management/Administration working with NY State Schools. The Consultant will also provide construction inspection services, staffed with personnel experienced in the trades associated with each project. For projects involving general construction, mechanical, electrical and plumbing trades will require the Consultant to staff the project with a Construction Inspector(s) for each trade and to demonstrate the qualifications and experience each person has with their associated trade(s). For example, when performing a detailed inspection of a fire alarm system the Construction Inspector shall have a minimum of ten (10) years experience practicing as an Electrical Contractor or seven (7) years as an Electrical Engineer in electrical engineering design. The construction inspection services shall be considered to be thorough inspections, examining all new construction work for conformance to the design plans and specifications, performed on a daily basis for all trades and for each construction project. The Consultant will track, record and report on all new construction work being constructed to the YPS. Any construction work deviating from the design plans and specifications will immediately require the Consultant to direct the Contractor to stop all non-conforming work, non-conforming work be documented and reported to the Contractor and YPS. The Consultant will invoke and determine the appropriate plan of action the Contractor will need to take in order to correct its non-conforming work. The Consultant will re-inspect, document and reported to the YPS that the Contractor performed the corrective measures and that the construction work is in accordance with the design plans and specifications.

The Construction Project Manager(s) and Construction Inspector(s) shall review and fully comprehend the scope of work outlined in the Contract Bid Documents, drawings and Specifications. Copies of the Contract Bid Documents shall be maintained at the site and be made available for referencing by the Consultant's Team, Owner and be used when performing inspections. The Construction Project Manager shall prepare and maintain a current master record copy of drawings showing all changes to the contract drawings.

Provide personnel and expertise required for the administration of contracts, tracking and negotiation of change orders and resolution of disputes and delays. Provide cost estimating for review of Contractor Change Orders.

The Consultant will be responsible for receiving, answering and recordkeeping of contractor Request for Information (RFI's). Upon completion of the project the Consultant shall submit to the YPS an RFI log in chronological order.

Oversee the testing services and other services retained for the project.

Acting as agent for the School District, head up the construction activity including fielding a supervisory team to monitor/control the work in progress, coordinate activities, schedules and work of multiple prime contractors at multiple sites, operate monthly requisition and payment processes and keep accounts, handle inquiries, keep records, report on schedule progress and

estimate completion costs and completion dates, prepare punch lists, administer completion and hand over process, and administer As-Builts, warranties, guarantees, etc. for acceptance.

Continue progress evaluation, determine effects on project schedule and take appropriate action to adjust the work as required to maintain the accepted schedule.

Maintain a daily log of significant events, visitors and occurrences at the job site; maintain record drawings, photographs, etc.

Review requests for payments from contractors and suppliers against previously established milestones and schedules.

Assist in establishing and maintaining good relations with the surrounding community and implement reasonable methods to control dust, noise, lighting, odor, etc. as required by the contract specifications.

Monitor on-site conditions so as to ensure the Contractor maintains site security, a clean and safe construction environment, temporary protection and temporary support systems to prevent injuries, damage to property and loss of life.

Assist contractors to avoid and resolve jurisdictional disputes when and if they occur.

Attend Bi-weekly Construction Meetings, reporting on construction progress and providing detailed Meeting Minutes, starting from construction start date through construction completion. Meeting Minutes must be produced within five (5) days of the construction meeting date. The consultant shall include time for additional Construction meetings as necessary to manage contractors in maintaining the schedule.

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.

The Consultant will recommend when inspection(s) and punch lists should be made, for example the Consultant shall initiate inspections/punch lists prior to the Contactor closing up floors, walls, ceilings and other concealed spaces. The Consultant shall ensure that the punch list inspection(s) and final inspection(s) are conducted with all parties, Construction Inspector, Architect/Engineer and Contractor being present. The Consultant shall ensure that all punch list items are corrected and completed in a timely manner.

The Consultant shall collect, organize, 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 a copy of the approved shop drawings for review by the owner at the job site and forward a PDF copy via email to the YPS Project

Manager. The Consultant shall ensure copies of the approved shop drawings are included in the Contractor's Close-out Manuals. The Construction Project Manager and Inspectors shall review and fully comprehend the installation requirements prescribed in the approved shop drawings. When performing inspections the Consultant shall have the approved shop drawings at hand for reference towards determining if the installation and/or if the delivered materials and equipment meet the requirements outlined in the approved shop drawings.

The Consultant shall collect, organize, review and approve for delivery to the School District the Close-out Manuals prepared by the Contractor in accordance with the contract documents. At a minimum the Consultant shall turn over three (3) copies of Close-out Manuals each contained in a hard cover 3-ring binder. The Close-out Manuals shall include but not be limited to: Contractor warranties, Manufacturer warranties, Change Order Log, SED and AIA Certificates of Substantial Completion and Contract Change Orders, Operations & Maintenance Manuals for materials and equipment, approved shop drawings, approved As-Built Drawings, training manuals and other pertinent close-out documents.

The Consultant shall insure that the Contractor provides the necessary training services relative to the equipment supplied by this Contract. At a minimum training shall include on-site hands on training, supplying training manuals and training videos.

The Consultant, with the Contractor, commission the Work, witness the Contractors' final testing and start-up of all utilities, operational systems and equipment in accordance with the plans and specifications. The Consultant shall develop a check list for each individual project to be signed-off and submitted to YPS.

The Consultant shall ensure the Contractor creates and submits in hardcopy and electronically in PDF and in AutoCAD "As-Built" record drawings showing changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Consultant. One hard copy and one electronic copy shall be provided for each of the 3 sets of Close-out Manuals. These drawings are then to be signed by the Contractor and the Consultant.

~~The Consultant will be required to procure, use and train their staff in the use of a cloud based submittal software (Submittal Exchange or equivalent) for managing, tracking and reporting of contract documents, contracts, RFIs, submittals & shop drawings, payments, change order and etc. **Fees for the cloud based software shall be include in the Consultants base fee as outline in Part 3.01 below.**~~

The Consultant will be responsible for maintaining the contracts and construction schedule. Should the Consultant fail to not exercise the proper procedures for curing the contractors delays as outlined in contractor's contract documents, the Consultant shall take in to account that there will be no additional compensation from the District for time spent beyond the completion dates outlined for the project.

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.

1.03 DELIVERABLES

All deliverables are to be transmitted in hardcopy and electronically via PDF. Estimates, Change Order Logs, and pictures are to be transmitted in the programs in which they were created. In addition to the Consultant shall provide the following deliverables:

- ~~1. Cloud Based Submittal Software.~~
2. Contractors Approved Master Construction Schedule and Schedule of Values.
3. Construction Meeting Minutes, completed no later than 5 days.
4. Weekly analysis of each construction trade's work against the approved construction schedule, stating who is on schedule and who is behind schedule. To be distributed at the beginning of each construction meeting.
5. Daily Logs and Reports: The Daily Logs & Reports will be performed using a custom four (4) carbon copy Daily Log & Report form. Daily Logs & Reports will be scanned and emailed daily to the Contractor, AE, and District. Original carbon copies will be turned over Contractor, AE, and District at the end of the project. The Consultant shall submit proposed Daily Log & Report form for review and approval prior to starting of work.
6. Perform contractor performance review as outlined in the Construction Bid Documents, Article 49 "Contractor Performance Evaluation and Criteria".
7. Submit one hard copy (1) of Contractor's approved Application for Payment as outlined in the Construction Bid Documents Article 79 "Payments" and Article 80 "Request for Final Payments", paper clipped (not stapled).
8. Review, approve and submit one copy (1) of Contractor's approved closeout documents as outlined in the Construction Bid Documents Article 81 "Closeout Documents".

1.04 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.

1.05 BACKGROUND DATA

The following materials are available for viewing during the proposal phase and will be presented to the Consultant at the time the Consultant is recommended to the YPS BOE for the assignment:

- Bid Documents IFB-6583 and related Addendums.
- Bid Results
- 2016 AHERA Asbestos Reports.

PART 2 – GENERAL SUBMISSION REQUIREMENTS AND FORMAT

2.01 RFP/CONTRACT AWARD TIMETABLE (ANTICIPATED)*

Issuance Date: March 15, 2021
Pre-Response Conference: March 19, 2021 at 10:00 pm
 Zoom Meeting
 Questions cut-off date: Not Applicable
Response Due Date: March 26, 2021 at 3:00 pm
 BOE Approval: April 2021

PART 3 – FEE PROPOSAL

3.01 COMPENSATION FOR BASIC SERVICES

For Basic Services as described in Part 1 submit a lump sum fee into Table 3 for each Phase Listed.

3.02 REIMBURSABLES

Expenses such as printing, shipping or increase in deliverables beyond that listed above in Article 1.03 “Deliverables”, incurred by the Consultant that are directly and solely required to complete the work in this proposal will be reimbursed by the YPS in accordance with the Consultants proposed Markup listed in Table 3, Part 3.02. Copies of receipts are required to receive reimbursement. Travel, lodging and meals will not be compensated *without prior written authorization* to do so by the YPS.

Part 3 – FEE PROPOSAL	
Auditorium Upgrades and Exterior Bleacher Replacement at Lincoln High School YPS Project #10873 & 10888	
Part 3.01 CIP 10873 : Basic Services Enhanced Construction Administration Services Fixed Lump Sum Fee:	\$
Part 3.02 CIP 10873 : Estimated Reimbursables: Consultants Proposed Markup = _____ %	\$15,000.00
Part 3.01 CIP 10888 : Basic Services Enhanced Construction Administration Services Fixed Lump Sum Fee:	\$
Part 3.02 CIP 10888 : Estimated Reimbursables: Consultants Proposed Markup = _____ %	\$10,000.00
Total Project Fee	\$

TOTAL SUM OF THIS PROPOSAL _____

_____ Architect or Engineer
 (printed name of proposer)

3.03 CONTRACT TERM

The term of the agreement is 365 calendar days. This is not reflective of the milestone dates listed elsewhere.

3.04 COMPENSATION FOR ADDITIONAL SERVICES

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. See 3.04 Hourly Payment Rates for Various Titles.

3.05 HOURLY PAYMENT RATES FOR VARIOUS TITLES

The Consultant will be compensated for time and material work beyond the original scope of work at the contract rates proposed by the Consultant under RFP-404 "On-Call Architecture & Engineering Services.

All employees proposed for work under this assignment must be labeled with one of the titles proposed by the Consultant under RFP-404 "On-Call Architecture & Engineering Services.

3.06 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) The period of time covered by this requisition.
 - g) Invoice Numbers covered by this requisition.
 - h) Lists of attachments.
 - i) Summary of amount due for this requisition and amount left in contract.
2. Copy of Back-up receipts for reimbursables.
3. Invoice(s) showing amount(s) due for each project.
4. For Additional Work only: Employee time sheets signed by the Principal of the firm.

NEW

The last 20% of the Enhanced 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.