



**YONKERS
PUBLIC SCHOOLS**



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

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**Request for Proposal RFP No. 420-21-32
Architectural/Engineering Design Services**

CIP#10XXX

**KITCHEN WALK-IN FREEZER/REFRIGERATOR REPLACEMENT &
NEW PLAYGROUND EQUIPMENT AND SAFETY SURFACING
AT
PEARLS HAWTHORNE SCHOOL**

For Issue on November 10, 2021
Response Due Date: November 17, 2021 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

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 is estimated to be \$250,000, including soft costs. The consultant is to review the scope of work below and comment on the sufficiency of this sum **in their response**.

1.03 PROJECT SCOPE

The project will require the Consultant to provide designs for Kitchen Walk-in Freezer/ Refrigerator Replacement and new Playground Equipment and Surfacing

Walk in Freezer/ Refrigerator

1. Evaluate the overall condition of existing Walk-in unit.
2. Test for and Abatement of Asbestos materials in affected areas.
3. Remove existing Electrical feeders and replace with new.
4. Furnish new Walk-in Freezer/Refrigerator units.
5. Restore ceiling and flooring, etc. in affected areas.
6. Consult with Food services staff on current and future site needs.

Playground Equipment & Safety Surfacing

1. Play equipment for 2-5-years on the existing play area near culver street
2. Poured in Place safety surfacing with thickness considering critical fall height for the equipment

Additions and deletions are to be expected based upon the Consultant's recommendations, changes in conditions and/or owner input.

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 asbestos surveys for sampling, labor laboratory testing, design, bidding and construction administration work shall be compensated under the Additional Services & Reimbursable fee schedule, see Table 3.01 and Part 3.02.

NEW!!!

The Consultant shall not proceed beyond 100% Schematic Design without having completed all hazardous material surveys, designs and revised the project estimates for YPS review.

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.
- 2019 AHERA Asbestos Reports.
- Electronic (scanned & available) historic 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 format.

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 will be required to coordinate and provide structural, mechanical, electrical, chemical testing and other laboratory tests, special inspections and reports as required to complete their designs. The cost for this work is to be compensated under Part 3.02, Table 3.01 Additional Services and Reimbursable line.

Schematic designs shall include copies of 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 (Front End) bid sheets supplied to the Consultant by the YPS. ***The Consultant is required to read, understand and comment on the efficacy of these documents with regard to these projects.*** NO changes are permitted to the Front End 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. **NEW!!!**: Submit via PDF drawings and specifications signed and sealed for YPS/COY Purchasing Department for posting for public bid on flash drive or CD.
2. After Bids are opened submit “Conformed Set of Drawings & Specifications” 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.)
3. Assist in obtaining interested and qualified bidders.
4. Attend Pre-Bid Conference.
5. 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.
6. 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.
7. 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 3RD 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 inspections of the contractors completed work and report deficiencies to be corrected to the CM. Once the Contractor has issued a letter of substantial completion the Consultant will be required to perform an inspection creating the Punchlist and forward to the CM. Once the CM has reported the Punchlist has been completed the Consultant shall and revisit and re-inspect to confirm that punch list items are corrected and completed. Additional re-inspections for uncompleted Punchlist items shall be bill under Part 3.02 Additional Services.
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 10, 2021
Pre-Response Conference:	Not Applicable
Questions cut-off date:	Not Applicable
Response Due Date:	November 17, 2021 at 3:00 pm
BOE Approval:	December 2021

PART 3 – FEE PROPOSAL

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).

NEW!!!

The last 15% 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 plus the consultant's proposed markup. The 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.

Table 3.01		
KITCHEN WALK-IN FREEZER/REFRIGERATOR REPLACEMENT & NEW PLAYGROUND EQUIPMENT AND SAFETY SURFACING AT PEARLS HAWTHORNE SCHOOL		
RFP 420-21-32	PROPOSED PROGRESS SCHEDULE AND LUMP SUM FEES FOR BASIC SERVICES	
PROJECT PHASE	DURATION (Weeks)	FEE
Kick-off		
Schematic Design		
Design Development		
SED Submission & Construction Documents		
Bidding and Negotiation		
Construction Administration		
Additional Services Reimbursables Consultants Proposed		\$10,000.00
Markup _____%		
TOTAL		

TOTAL SUM OF THIS PROPOSAL _____

(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 (separate for each school). All billing must be kept separate for each school. This letter must indicate:
 - a) YPS Contract No.
 - b) The Project Number being billed
 - c) Original contract amount for each school
 - d) Contract amendments (if any) and revised contract amount
 - e) Sequential Payment 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 and Asbestos Surveys only: Payroll reports showing employee(s) being charged to the project.