



Request for Proposal

ARCHITECTURAL/ENGINEERING SERVICES

This Bid is due
February 14th, 2020

Deliver Bid To
Boquet Valley Central School District
Office of the District Clerk
25 Sisco St
Westport, NY 12993

GENERAL INFORMATION/CONDITIONS

The purpose of this proposal (RFP) is to assist the Boquet Valley Central School District (District) in selecting an appropriate firm to provide comprehensive architectural and engineering services and to assist the District with miscellaneous professional services as well as preparing for the BVCS D New Building capital project.

The District is a newly formed district of July 1, 2019 by the merger/consolidation of The Elizabethtown-Lewis Central School District and The Westport Central School District. It is public school located in Essex County. The District has an enrollment of approximately 475 students in grades Pre-K through 12. Students are currently housed in two school buildings, one in Elizabethtown and one in Westport. Each campus has its own bus garage. The goal of this project is to put all students Pre-K through 12 and all district personnel on one centrally located campus to include a new educational facility, new bus garage, new athletic fields, and anything else associated with the planning and construction of a new campus.

In accordance with Section 155.2(b) of the Regulations of the Commissioner of Education, a school district must retain the services of an architect or engineer licensed to practice in New York State for all construction projects which will cost \$10,000 or more.

The following are the criteria to be considered when preparing a response to the RFP.

- A. The comprehensive service to be provided include: architectural, structural, mechanical, electrical, plumbing, fire protection, Haz Mat design, and civil engineering services.
- B. It is anticipated that the District will contract with a construction manager to provide construction management services consistent with the AIA C132™ -2009, standard form of agreement between owner and construction manager as adviser – as modified in connection with the District requirements.
- C. The architect will provide services consistent with the AIA B132™ -2009, standard form of agreement between owner and architect, construction manager an adviser edition, as modified in connection with District requirements.
- D. Plans and any specifications are to be prepared for use in a public bid-multiple prime project delivery system.

Firms submitting proposals must be able to document their experience in providing architectural/engineering services to comparable public school districts. Additionally, firms shall document their staff capacity and expertise to meet the requirements of the District.

FORMAT OF PROPOSALS

To enable the District to compare the proposals received, your proposal must include complete information as requested in:

- Exhibit A- Architectural/Engineering Services Questionnaire and
- Exhibit B- Architectural/Engineering Fees Form

Any information thought to be relevant, but not applicable to the prescribed format, should be provided as appendices to the proposal. The proposal must be signed by a partner of the firm who has the authority to bind the firm to the provisions contained in the proposal. Any submitted proposal that does not address all requirements of this Request for Proposal may be considered non-responsive.

All questions regarding this RFP are to be directed in writing to:

Joshua R. Meyer, Superintendent of Schools

Phone: 518-962-8244

Email: jmeyer@boquetvalleycsd.org

The deadline for submission of questions is January 31st, 2020.

The deadline for submission of proposals is February 14th, 2020 at 1:00pm. Firms are responsible for submitting their proposals to the District Clerk at 25 Sisco Street, Westport, New York. No proposals will be accepted after this date and time.

Envelopes containing proposals must be clearly labeled as "ARCHITECTURAL/ENGINEERING SERVICES RFP". Please send originals plus two (2) copies of your proposal to:

District Clerk
Boquet Valley Central School District
25 Sisco Street
Westport, NY 12993

Any proposals received after the deadline will be returned unopened to the firm. Delay in mail delivery is not an exception to the receipt of a proposal.

The District's Board of Education reserves the right to reject any and all proposals submitted or to accept any proposal that, in the opinion of the Board of Education, will be in the best interest of the District. The District also reserves the right to amend the RFP.

The criteria for evaluation of proposals includes, but is not limited to:

- Professional staff qualifications and experience
- Firm's demonstrated experience and project history
- Architectural fees

The District reserves the right to examine any other criteria, take the same under consideration and reject any firm proposal despite compliance with these criteria if it determines that to do so would be in the best interest of the District. The District reserves the right to reject any and all proposals submitted, request additional information from one or more firms, and negotiate with one or more finalist regarding the terms of the engagement. The District intends to select a firm that, in its opinion, is best qualified to meet the needs of the District.

Firms considered to be most qualified will be invited for an interview. Firms selected should prepare a brief presentation.

TENTATIVE RFP TIMELINE

The listed dates are tentative. The District reserves the right to revise the timeline in its sole discretion.

| | |
|--|----------------------------------|
| RFP released | January 3rd, 2020 |
| Question submission deadline | January 31 st , 2020 |
| Proposal due date | February 14 th , 2020 |
| Interviews | TBD |
| Anticipated Board of Education appointment | April, 2020 |
| Effective date | May 1 st , 2020 |
| Anticipated voter referendum | May, 2021 |

PROPOSAL COSTS

All costs associated with preparing a response to this RFP and any costs associated with any potential interview process are the responsibility of the proposer. The District shall not be responsible for any such costs.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn or modified by written request of the firm provided such request is received by the District Clerk at the above address prior to the date and time set for receipt for proposals.

RIGHT TO REJECT PROPOSALS

This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP or procure nor contract for services. The District intends to award a contract based on the best interest and advantage to the District and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers or to cancel this RFP in part or in its entirety.

CONTRACT AGREEMENT

Provisions of this RFP and the contents of the successful response will be used to establish final contract terms. It is understood that this RFP and the firm's proposal shall be referenced in the contract.

STANDARD CONTRACT CLAUSES

The successful firm will be required to enter into a contract which incorporates the terms and conditions of this RFP including the following minimum terms and conditions as well as such additional terms as may be required by the District's legal counsel. The District reserves the right to include additional terms and conditions in the final contract between the District and the successful proposer and to make changes to the following provisions.

A. Compliance with Law and Standard Practices

The firm shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules and regulations including applicable licensing requirements.

B. Statutory Compliance

The firm covenants and agrees to comply in all respects with all federal, state and local laws and ordinances regarding services for municipal corporations including, but not limited to, workers' compensation and employers' liability insurance, hours of employment, wages and human rights.

C. Assignment or Subletting of Contract

The firm may not assign, transfer, convey, subcontract or otherwise dispose of this agreement nor its responsibility to perform under this agreement nor its right, title or interest in and/or to the same, nor any monies which are or will become due on and payable to it thereunder, nor the power to execute such agreement to any other person or corporation without the prior express written consent of the District.

D. Indemnification

The Firm hereby agrees to indemnify, defend and hold harmless the District, its officers, agents and employees from and against any and all suits, claims and the liability for injury or damage to persons or property resulting from or arising out of any activity conducted by the Architect agents, employees, invitees or designees except for injuries or damage caused or contributed to by the acts, omissions or negligence of the District.

E. Contract Modifications

The agreement represents the entire and integrated agreement between the District and the firm and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by written instrument signed by both the District and the proposer.

All verbal clarifications, changes or modifications of the scope or details in the work are to be followed by written verification and agreement by both parties. The District reserves the right of final interpretation of any clarifications or modifications relative to the agreement.

F. Severability

If any term or provision of the agreement is held invalid or unenforceable, the remainder of the agreement shall not be affected thereby, and every term and provision of the agreement shall be valid and enforced to the fullest extent permitted by law.

G. Conflict of Interest

The firm hereby covenants and agrees that no member of the Board of Education or other District officer or employee forbidden by law to be interested in the agreement will directly or indirectly benefit therefrom.

H. Independent Contractors

The District and the firm are independent contractors and shall have no other relationship. Neither party shall have nor hold itself out as having the right or authority to bind or create

liability for the other by its intentional or negligent act or omission nor to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

- I. Governing Law The agreement shall be governed by and construed in accordance with the laws of New York State. Any litigation or other proceeding arising under the agreement shall be commenced in a court of appropriate subject matter jurisdiction in New York State with venue in Essex County.

- J. Compliance with District Regulations
The firm shall cause all persons performing work pursuant to the agreement to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification that is satisfactory to the District. The District may promulgate and modify from time to time rules and regulations relating to conduct as the District, in its sole discretion, may determine; and the firm shall cause all persons performing work to comply with them.

- K. Confidential Information
The firm shall itself, and shall also cause all such persons providing services under the agreement, preserve and protect all confidential information of the District to which they may have access to during the performance of work.

INSURANCE

No proposer shall commence work for the District until it has obtained all the insurance required hereinafter, submits certificates of insurance to the District and such insurance coverage and amounts have been approved by the District. The liability insurance and certificate of insurance shall include the District as an additional insured on a primary and noncontributory basis with waivers of subrogation in its favor on the general liability, automobile liability and umbrella coverages. Approval of the insurance by the District shall not relieve or decrease the liability of the firm.

Each firm shall take out and maintain the statutorily required workers' compensation and employer's liability insurance and all other insurance required by law for all of its employees engaged in work for the District.

Each firm shall take out and maintain a comprehensive general liability insurance policy for bodily injury, including accidental death and property damage which shall protect the proposer from claims for damage which may arise from operations performed for or on behalf of the District whether such operations be by the firm or by any subcontractor or by anyone directly or indirectly employed by them.

The insured hazards are listed below.

Premises-Operations
Project & Completed
Operations Explosion & Collapse Underground

Contractual Insurance

Broad Form Property Damage Independent Contractors

General Liability, including personal and advertising liability

Automobile Liability, including owned, hired and non-owned vehicles

Professional Liability Umbrella Liability

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to Conduct business in New York State. A New York licensed and admitted insurer is recommended [strongly preferred]. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District/BOCES and may create additional vulnerability and costs for the District/BOCES.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers. c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rest solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance.
3.
 - a. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.
 - b. At the District's/BOCES' request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. Commercial General Liability Insurance \$1,000,000 per occurrence/ \$2,000,000 aggregate. The general aggregate shall apply on a per-project basis (where applicable).
 - b. Automobile Liability \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - b. Workers' Compensation and NYS Disability Insurance Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
 - c. Professional Errors and Omissions Insurance \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

- d. Umbrella/Excess Insurance \$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.
6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the district/BOCES constitutes a material breach of contract. The professional consultant is to provide the district/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

EXPECTED SCOPE OF SERVICES

The architect shall provide, without limitation, the following services.

Pre-Referendum Phase

- The selected firm will be required to enter into a pre-referendum agreement.
- The selected firm will meet with the District and the construction manager as needed to provide pre-referendum strategic planning, including budget estimates, state aid estimates and timing/scheduling of construction, prepare presentations for the administration, staff, Board of Education and Community.
- The selected firm will report regularly orally and in writing to the District on progress, budgets and schedule, provide written minutes in a timely manner after all meetings held with administrators, staff members, Board of Education member and community group members.
- The selected firm will prepare all required pre-referendum documents with the District, provide recommendations on relative feasibility of construction methods, materials, labor, phasing, temporary construction and time requirements for procurements.
- The selected firm will provide support and documentation for Board of Education approval and voter referendum.
- Provide complete and accurate architectural/engineering services as required for State Education Department approval of capital projects and insurance of Building Permit, as well as Certificate of Substantial Completion and Certificate of Occupancy. This shall include, but not be limited to, the identification and completion of all requirements for submissions to the State Education Department, County Departments, Local Code Enforcement Agencies, and any other Agency with jurisdiction over the project. Such services shall extend until the capital project is closed out and final payment has been made with all project vendors and contractors.
- The selected firm will prepare a preliminary schedule of project milestones and documentation with the District to ensure its timely delivery within budget/schedule and with minimum changes.
- The selected firm will provide value engineered environmentally responsible designs (when feasible) proposing multiple design solutions based on pre-established financial targets.
- The selected firm will assist the District in the selection of consultants (e.g., construction management services) where appropriate for the various projects, observe performance of these groups and making recommendations when necessary.

- The selected firm will prepare and provide promotional materials for the District and community members.
- The selected firm will provide visual representations (example: drawings, models, etc.) of the new Pre-K-12 facility, inclusive of academic spaces, athletic fields, playgrounds, gymnasium(s), auditorium(s), pool, bus garage, and other relevant aspects (parking lots, roadways, etc).
- The selected firm will assist with land selection offering their expertise as to the suitability of potential plots of land.
- The selected firm will complete, at no additional cost, the Building Conditions Survey for all current District buildings for the 2020 BCS cycle.

Post-Referendum Phase

The exact scope of services required by the District will be set forth in a contract. The scope of work will consist of assisting District staff from the initial project designs through completion of the work needed to complete each of the projects.

The architect shall clearly identify in their proposal anything considered an additional service. It is expected that the architect will work within the defined construction budget. The scope of work for the architect shall include, but is not limited to, the following phases of work and tasks.

Design Phase

- Develop schematic site plans for review. This may include performing utility, boundary and topographic surveys as well as drainage studies and coordinating a geotechnical investigation.
- Develop energy saving mechanisms and advise the District of costs and payback periods to maximize savings.
- Develop schematic floor plans based on the selected site plan.
- Assist the construction manager, complete an accurate, preliminary cost estimate based on the selected site and the schematic floor plan.
- Submit conceptual design to District staff for review and make a formal presentation.
- Attend monthly meetings with District staff.
- Attend Board of Education meetings as required by the District to inform the Board of Education on the progress of the work and status of the budget.

Design Development

- Complete a detailed design, site plans and floor plans.
- Update preliminary cost estimates if necessary.
- Attend monthly meetings with District staff.
- Attend Board of Education meetings as required by the District to inform the Board of Education on the progress of the work and the status of the budget.
- Work with District staff to value engineer design.

Construction Documents

- Complete a detailed set of site, floor, structural, electrical, mechanical plans and specifications for bidding/construction purposes.
- Attain approval from NYSED facilities planning.
- Work with the construction manager to complete a final cost estimate of the project.
- Present the Board of Education with a 3-D design rendering of new school building and grounds and bus garage.

Bidding

- Attend a pre-bid meeting with potential prime contractors and subcontractors.
- Answer questions related to the design documents.
- Prepare any addenda documents that may be needed.
- Review bid proposals and assist in the determination of the most qualified bidder within code guidelines.
- Attend a post bid meeting, if necessary, to discuss alternate work items.
- Keep the total cost of any Project within the budget authorized by voter referendum.

Construction

- Attend weekly construction meetings with the District, contractors, subcontractors, and suppliers on the project.
- Respond to contractor requests for information.
- Review contractors' submittals.
- Issue proposal requests and bulletins.
- Provide full architectural and engineering services with its architectural design team to carry out the project. All work must conform to all applicable laws, ordinances, and codes in the design and construction phases, including the latest ADA and seismic standards and any environmental safety considerations including all necessary steps in complying with the Adirondack Park Agency.
- Make periodic site visits to determine compliance with plans and specifications.

Post-Construction

- The selected firm will complete, at no additional cost, the Building Conditions Survey for all District buildings for the 2025 BCS cycle.

Exhibit A
ARCHITECTURAL/ENGINEERING SERVICES QUESTIONNAIRE

Firm Name _____ Date _____

Address _____

Contact Person _____

Phone _____

E-Mail _____

1. On a separate sheet, provide a company profile that includes the following:
 - a. a chart of organization,
 - b. the size of the firm (number of employees),
 - c. the number of years that the firm has been in business,
 - d. the type of service the firm can provide (i.e., full, limited with subcontractors, etc.),
 - e. the background of the firm and
 - f. the location and address of the office from which the work for this District is to be performed.

2. On a separate sheet, provide a list of those individuals in the firm with expertise in public school construction that will be directly involved with the District and whose participation will be contractually committed to the District. Include résumés that include information without limitation such as:
 - a. years of experience in NYS public school construction,
 - b. educational background,
 - c. the date the person began work for the firm,
 - d. their experience in designing NYS public school construction projects in the position to be held for this District,
 - e. any special skills,
 - f. a list of references with names and telephone numbers of contact persons for each person and
 - g. the approximate percentage of work time each key person would devote to this District.

3. On a separate sheet, list the school districts you are now working with, or whom you have worked with in the past seven (7) years and for each provide the following:
 - a. name of the project;
 - b. school district contact, including name and telephone number;
 - c. referendum amount;
 - d. construction cost;
 - e. scheduled completion date; and

f. actual completion date.

4. List the total number of Professional Staff employed by the firm with expertise in New York State Education Department procedures for public school construction projects:

5. Will the architect's project manager be available to attend Board of Education meetings and other special meetings, without limitations (mostly evenings) when required? Yes/No If no, please explain:

6. Do you have any conflicts of interest or affiliations with employees of the District that would prohibit or restrict your representation of the Boquet Valley Central School District? Yes/No If yes, please specify:

7. Have you been involved in any litigation, arbitration, or claims involving a New York State public school district in the past fifteen (15) years under your current company name or previous company names? Yes/No If yes, please specify:

8. Have you been involved in any litigation, arbitration or claims involving an owner other than a New York State public school district in the past fifteen (15) years under your current company name or previous company names? Yes/No If yes, please specify:

9. Please provide proof of general & professional liability insurance coverage.

10. Please complete the attached Exhibit B - Architectural/Engineering Fees Form.

Exhibit B
ARCHITECTURAL/ENGINEERING FEES FORM

Please indicate the fees you would charge for a potential capital project based on the alternative construction costs set forth in the table below.

Items 1-4 must be completed.

1. PRE-REFERENDUM WORK \$ _____ Lump Sum Fee

2. POST-REFERENDUM ARCHITECTURAL/ENGINEERING SERVICES

| Construction Cost Determined at the Time of SED Submission | Post Referendum Services, Fee Based on a % of Construction Cost |
|--|---|
| \$40,000,000 (or less) | % |
| \$45,000,000 | % |
| \$50,000,000 | % |
| \$55,000,000 | % |
| \$60,000,000 (or more) | % |

PLEASE NOTE Firms that wish to provide any additional information may do so on a separate sheet.