

**YONKERS PUBLIC LIBRARY
ONE LARKIN CENTER
YONKERS, NEW YORK 10595**

**Project
GRINTON I. WILL BRANCH
1500 CENTRAL PARK AVENUE
YONKERS, NEW YORK**

**REQUEST FOR PROPOSALS FOR
ARCHITECTURAL / ENGINEERING DESIGN SERVICES FOR THE
REPLACEMENT OF THE EXTERIOR BUILDING FAÇADE SYSTEMS
AT THE
GRINTON I WILL LIBRARY BRANCH**

REQUEST FOR PROPOSAL (RFP)

PROPOSAL DUE August 15, 2012
DATE AND TIME: 2:00 PM Prevailing Time

PROPOSER TO COMPLETE:

Name of Proposer _____

Address of Proposer _____

Contact _____ **Title** _____

Telephone _____ **Fax** _____

E-mail _____

Dear Proposer:

The Yonkers Public Library (YPL) is soliciting sealed technical and cost proposals to establish a contract through competitive negotiation with a qualified architectural and engineering consultant to provide professional design services for the replacement of the exterior building façade system.

Funding for this project comes from a capital allocation from the City of Yonkers capital project funding which is in place. The awarded consultant is encouraged to use its best efforts to achieve Minority/Women-owned Business Enterprise participation of not less than 5% of the total contract award

It is expressly understood that all costs associated with the preparation of the Technical and Cost Proposal are to be borne by the Proposer and the submission of such Proposals in no way obligates the YPL to any Proposer.

Qualifications

Proposers shall be a Registered Architect and/or Professional Engineer, licensed in New York State, with a minimum of **ten (10) years** on-going experience in the design and construction of building envelope systems.

Communications with the YPL

Proposers are advised that from the date this RFP is issued until the award of the Contract, no contact with YPL personnel related to this solicitation is permitted, except as authorized by the YPL or as specified herein.

Only written addenda issued by the YPL business office shall be binding. No officer or employee, of the YPL is authorized to clarify or amend the Solicitation Documents by any other method, and any such clarification or amendment, if given, is not binding on the YPL.

Prospective Proposers are responsible for ensuring that they receive all addenda. All addenda will be posted on the YPL website www.ypl.org

RFP Contact Person

All inquiries regarding this solicitation must be submitted, in writing, to Edward Falcone, Deputy Director at the address below. All inquiries must **cite the RFP page, section, and paragraph number**. Inquiries may be submitted by fax or e-mail.

Attention; Edward Falcone
Deputy Director
Yonkers Public Library
One Larkin Center
Yonkers, New York 10701
efalcone@ypl.org (e-mail)

Answers to all inquiries will be given to all prospective vendors in the form of a formal addendum to the RFP and shall be annexed to and become part of the ensuing contract.

Date, Time, and Place Proposals are Due

Date: August 15, 2012
Time: 2:00 PM
Place: Yonkers Public Library
Third floor-Business Office
One Larkin Center
Yonkers, New York 10701

Date, Time, and Place of Pre-Proposal Conference

Date: July 25, 2012
Time: 10 AM-11AM
Place: Yonkers Public Library
1500 Central Park Avenue
Yonkers, New York 10710

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SECTION I - INFORMATION FOR PROPOSERS

ARTICLE 1. DEFINITIONS

- A. ADDENDA and ADDENDUM shall mean the additional or modified contract provisions issued in writing by YONKERS prior to the Notice of Acceptance of Proposal/Contract Award.
- B. BEST AND FINAL OFFER shall mean that after negotiations with Proposers in the competitive range, the Proposers are invited to submit a second, best and final, technical and cost proposal.
- C. LIBRARY BOARD is the governing body of the Yonkers Public Library empowered to approve all contract awards and to reject bids or proposals.
- D. YONKERS PUBLIC LIBRARY and YPL shall mean the Corporation of the Yonkers Public Library.
- E. CONTRACT, CONTRACT DOCUMENTS, AGREEMENT, REQUEST FOR PROPOSAL and the abbreviation RFP shall mean the Information for Proposers, Scope of Work, Vendor Background Questionnaire, Performance and Payment Bond Forms (if applicable), Standard Terms and Conditions, Technical and Cost Proposals, all Addenda hereafter issued (if any), and the Notice of Acceptance of Proposal/Contract Award.
- F. CONTRACTOR, CONSULTANT, VENDOR, and PROPOSER are synonymous and shall mean the Corporation, Firm, Partnership, Individual, or any combination thereof, who has submitted a Proposal.
- G. NOTICE shall mean a written notice.
- H. NOTICE OF ACCEPTANCE OF PROPOSAL/CONTRACT AWARD shall mean the document that apprises the successful Proposer that his proposal has been selected by the Yonkers Public Library. It also informs the vendor to submit the required bonds and insurance, if required. It is not authorization to begin work.
- I. NOTICE TO PROCEED is the document issued by the Business Manager informing the Vendor that they may begin the work. It is issued after the Vendor has submitted, and the YPL has accepted the required bonds and insurance, if necessary, and the Contract has been executed by all parties.
- J. PROJECT, WORK, and SERVICES are synonymous and shall mean all the required obligations of the Contractor hereunder, including but not limited to the performance of any labor or services, the supplying of any goods or materials, the furnishing of any other resources or requirements or deliverables necessary to perform, accomplish, and complete this Contract's objectives as stated in the Scope of Services.
- K. PROJECT MANAGER shall mean the individual or his/her duly authorized representative who is designated by YPL to administer this contract.
- L. PROPOSAL is an offer made by an entity to the YPL as a basis for negotiations for entering into a contract.
- M. REQUEST FOR PROPOSAL (RFP) are all the documents furnished to prospective Proposers when soliciting proposals for the purpose of awarding a contract.
- N. SUBCONTRACTOR shall mean an individual or organization that enters into a contract to furnish services or labor and materials or apparatus in connection with the Work directly or indirectly for or on behalf of the Contractor.

ARTICLE 2. RFP TIMETABLE

RFP Issue Date	July 16, 2012
Pre-Proposal Conference	July 25, 2012
Cut-off for Submission of Written Questions	August 7, 2012
Proposal Due Date and Time	August 15, 2012 – 2 PM
Projected Dates for Oral Presentations	September 10, 2012
Projected Date for Award Recommendation to Library Board of Directors	September 25, 2012

ARTICLE 3. NEGOTIATIONS

1. The YPL reserves the right, in its sole discretion, to reject at any time any or all proposals, to withdraw this RFP, to negotiate with one or more Proposers, and/or negotiate on terms other than those set forth herein, including with parties other than those responding to this RFP. The YPL likewise reserves the right, at any time, to waive compliance with, or change any of the terms and conditions of this RFP or to entertain modifications or additions to selected proposals.
2. The YPL reserves the right to request the submission of Best and Final Offers from those Proposers who, after the conclusion of such negotiations, are still under consideration for award.
3. The YPL reserves the right to award a contract based on initial Proposals received, without negotiations. **Therefore, each initial Proposal should contain the Proposer's best offer from a technical and cost standpoint.**

ARTICLE 4. CONTRACT AWARD

1. The Contract resulting from this solicitation shall be awarded to the Proposer the YPL considers most qualified and whose Proposal the YPL determines to be the most advantageous to the YPL, based on the evaluation factors set forth in the RFP. The form of contract will be AIA B101 or similar as negotiated with the YPL.
2. Any proposed contract award shall be subject to all required YPL oversight approvals.
3. A Proposer must comply with any and all federal, state, and local laws, rules and regulations, and executive orders applicable to the subject matter of this Contract, including Equal Employment Opportunities (EEO), Civil Rights, MacBride Fair Employment Principles, and the New York State Labor Law.

ARTICLE 5. PERIOD OF PERFORMANCE

The Contract for the Work specified herein shall commence on a mutually agreed upon date and time, within 30 days of the execution of contract documents.

ARTICLE 6. PROPOSAL EVALUATION CRITERIA

1. Proposals will be evaluated by a committee consisting of the Director, Assistant Director and the development committee members as selected by the Library Director.
2. The evaluation criteria that will be used to judge Proposals are set forth below.

A. Technical Requirements

- i. Qualifications / Technical experience of the Proposer including past performance on projects of similar scope, and qualifications of staff, including depth and variety of disciplines, dedicated to the Grinton I. Will Library contract;
- ii. Demonstrated understanding of project and proposed implementation approach, including implementation strategy, scheduling, and ability to meet deadlines;
- iii. Demonstration of quality control and cost control for design and construction;
- iv. Responsiveness of the proposal including overall detail, understanding of the issues, and conformance to the RFP submission requirements for content and format.

B. Overall Cost.

The award will go to the Proposer whose proposal provides the greatest expertise and best value as determined by the Yonkers Public Library.

ARTICLE 7. PROPOSAL PACKAGE AND SUBMISSION REQUIREMENTS

1. **Proposals** must be submitted in *sealed packages*. Please furnish one **original** plus *two additional proposal copies*. The **original must be labeled** as such. Proposals must be signed by a duly authorized officer of the firm, with the person's name and title printed below the signature. Proposals must be received by **August 15, 2012**. Proposals must be separately bound, labeled and addressed as follows:

**Yonkers Public Library
One Larkin Center
Third floor Business Office
Yonkers, New York 10701**

**Re: Proposal for the design of the replacement of the
exterior building façade systems at the Grinton I .Will Library**

2. Oral Presentations

After receipt of Proposal proposers may be requested to make an oral presentation. Proposers unable or unwilling to make oral presentations may be removed from consideration.

The YPL reserves the right to interview all staff proposed for the engagement and to approve or reject their participation in the engagement.

3. Cancellation

The Yonkers Public Library reserves the right to cancel this RFP at any time, if the YPL deems it to be in its best interest. **In no event shall the YPL have any liability whatsoever for cancellation of an award before execution of a contract.** A Proposer assumes sole risk and responsibility for its expenses before execution of a contract and shall not commence work until receipt of a contract.

4. Confidentiality

Proposers shall specifically identify those portions of the Proposal deemed to be confidential, proprietary information, or trade secrets, and provide justification why such material, upon request, should not be disclosed by the YPL. The YPL shall not be bound by any such identification of confidential or proprietary information.

Such information deemed by the Proposer to be confidential or proprietary should be easily separable from the non-proprietary sections of the Proposal.

5. Modified Proposals

A Proposer may submit a modified Proposal to replace all or any portions of a previously submitted Proposal up until the Proposal Due Date and Time and, if discussions have begun, up until the Due Date and time established for submission of Best and Final Offers. The Evaluation Committee shall consider only the latest timely version of the Proposal.

6. Withdrawal of Proposals

A Proposal shall be irrevocable for a period of 120 calendar days from the Proposal Due Date and Time. A Proposal may be withdrawn in writing before the Proposal Due Date and Time or, if discussions have begun up until the Due Date and Time set for the submission of Best and Final Offers.

7. Late Proposals / Late Modifications

Proposals received after the Proposal Due Date and Time are late and shall not be considered. Except as set forth above modified Proposals received after the Proposal Due Date and Time are late and shall not be considered.

8. Proposal Ownership

All responses to this Request for Proposal become the property of the City of Yonkers.

ARTICLE 8. TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's qualifications, experience, and capabilities to satisfy the

requirements presented in this RFP. Elaborate brochures and other representations beyond those sufficient for presenting a complete proposal are neither required nor desired.

1. The Technical Proposal format shall be organized into the following sections **in the order shown**. Each section must be clearly **labeled** and separated by **tabs**. All pages must be **numbered**.

Tab 1) The proposer shall include a cover letter introducing the Proposer by describing its **origin, current ownership and management**, and a **summary of the Proposer's qualifications** to perform the work described herein and **signed by the person(s) authorized to bind the Proposer contractually**.

- If the Proposer is a joint venture or consortium, the **origin, current ownership and management, and qualifications of each firm** comprising the joint venture or consortium shall be separately identified and the **principals of each firm** shall be noted.
- Indicate whether the Proposer (and each firm comprising the joint venture or consortium) is national, regional, or local, the number of years in business, the total number of employees, and the total number of employees in the local office that will be dedicated to the Yonkers contract.
- Indicate if the Proposer will be providing all services required herein or if sub-contractors will be used. If sub-contractors will be used, describe their qualifications, indicate the goods or services they will provide, and the percentage of total work they will perform.

Also include the following:

- Legal organizational name and address of the Proposer;
- Legal organizational name and address of all firms comprising the joint venture or consortium, and sub-contractors, if any;
- Name, title, telephone (land and cell), facsimile number, and e-mail of the person(s) **authorized to bind the Proposer contractually**;
- Name, title, telephone (land and cell), facsimile numbers, and e-mail of the person(s) to be contacted regarding the content of the Proposal, if different from the above.
- Proposers shall identify all their current active and known future projects that may impact this project. Proposers shall also indicate if any of the team members or sub-contractors proposed for this engagement are working on those projects and if so, the nature of their work on those projects.
- In addition, the Proposer (and each firm comprising the joint venture or consortium, and each sub-contractors, (if any) shall provide an affirmative statement that they are independent of the Yonkers Public Library. Proposers shall disclose all direct and indirect, actual or potential conflicts of interest it or any of the Proposer's personnel and sub-contractors may have with the City of Yonkers

Lastly, describe the Proposer's **current workload** and the status of all current projects. Provide the same for each firm if this is a joint venture or consortium.

Tab 2) Describe the Proposer's **qualifications and experience** providing the services described herein. List each of the Proposer's **projects completed or in-progress over the past three years** including the following information;

1. Agency/owner
 2. Contract title
 3. Name & location of project
 4. Contact name, telephone number, address
 5. Brief description of work and services provided
 6. Indicate if you were a prime or sub-contractor
 7. If you were the prime contractor and sub-contractors were used, identify the names of the sub-contractors and describe the work they performed
 8. Period of performance
 9. Original contract dollar amount
 10. Indicate any key individuals who participated in this contract that are proposed to be assigned to the YPS contract
- The proposal must name the offeror's proposed project manager and list his/her experience with similar projects of this nature.
 - The proposed project manager must have successfully managed at least two completed project of similar type, size and scope within the last **5 years**.

Tab 3) Describe the Proposer's **organizational structure**; include a description of the depth and variety of the Proposer's **disciplines**, and a description of **management and work force organization by task**. Include the titles and **resumes** (2 pages maximum) of **each person** that will be assigned to this contract. The resumes must indicate employment history, education, professional licenses, experience directly related to this Work, and a minimum of two references.

- Identify the office that will be assigned along with the principal management and supervisory staff, including partners, managers, and other supervisors and specialists, who will be assigned to this work and **indicate** their experience with performing the work required herein.
- Describe the lines of authority and communication.
- Explain how you envision the project team interacting with YPL representatives.

Tab 4) Describe the Proposer's **technical approach to implementing** these services and address the following:

- Describe the Proposer's **quality and cost control/cost estimating** policies and procedures for implementing work of this nature including scheduling;
- Describe the Proposer's **safety policies**;
- List any OSHA or similar regulatory agency violations and / or penalties in the last five years and the case dispositions.

Tab 5) Describe the Proposer’s **financial and organizational stability**. All information must be supported with most recent audited financial statements (upon request only).

Tab 6) Describe what you consider to be **pertinent issues, potential problems and risks** related to this project.

Tab 7) Provide a “**milestone schedule**” with a weekly scale timetable of deliverables in

Tab 8) Provide a “**Conceptual work sequencing plan**” accordance with the breakdown increments contained on the Bid sheet.

ARTICLE 9. COST PROPOSAL SUBMISSION REQUIREMENTS

1. While cost is only one of the factors the YPL will consider in selecting a Contractor, **the YPL will only enter a contract if a firm’s Cost Proposal, as submitted or negotiated, is reasonable in the YPL’s sole judgment.**
2. The Cost Proposal shall be submitted at the **same time** as the Technical Proposal identified with the words **Cost Proposal** and the Proposer’s return address.
 - **Include in the same package as the cost proposal, two (2) signed and notarized originals of the Vendor Background Questionnaire (VBQ). DO NOT ATTACH THE VBQ TO THE COST PROPOSAL.**
3. The Cost Proposal (see Section III) shall be presented in the form of a **lump sum cost** with progress payment values identified to perform all design work for the preparation of specifications, plans, and drawings for bidding as described in the Scope of Work. The “lump sum” shall be inclusive of all deliverables, and all labor (professional and clerical), benefits, overhead, profit, and all other costs required to perform the work—including, but not limited to, per diem staff charges, reproductions, travel, meals and communications costs. There will be no reimbursable expenses unless they are specifically listed in the Proposal and/or approved in advance.
4. The Cost Proposal shall include a payment values for each milestone event. The proposer shall also submit a **labor cost breakdown schedule** for all levels of labor associated with the execution of the work. All schedules will be listed in hourly format and the notes will identify the standard multipliers for administrative support staff, overhead and profit.

ARTICLE 10. FORM OF CONTRACT

The successful Proposer will be required to utilize an AIA B101 for negotiation with the YPL.

ARTICLE 11. EXAMINATION OF SOLICITATION DOCUMENTS

Prospective Proposers shall examine the RFP carefully and before submitting a proposal, shall submit to the Business Office, **in writing**, any questions, or requests for clarification of any ambiguity, or correction of any inconsistency or error in the documents. The YPL’s response to such a written request shall be issued in a written addendum to the RFP and shall be binding on all Proposers. Only written addenda issued by the Business Office shall be binding. **No officer, employee, or agent of the City of Yonkers is authorized to clarify or amend the RFP by any other method, and any such clarification or amendment, if given, is not binding on the YPL.**

SECTION II – SCOPE-OF-WORK

Design for the replacement of the exterior façade systems at the Grinton I .Will Library, Yonkers, NY

A. Project Description

The Base Proposal will include all design development, engineering design and construction documentation required to provide the replacement of the exterior building masonry panels in keeping with the original theme of the facility. Color and texture will have to emulate the existing design of the building and shall incorporate the requirements of NYSDOS Title Part 1240 energy Code Section 1227.1 (entitled) Existing Building Code 2010 ECCCNY.

Base bid Add Alternate The replacement of the existing window systems with an insulated glass window system in accordance with current energy codes may be included as an add alternate to the base design proposal. The proposer, if authorized at the time of award, will have to design, engineering and develop the additional construction documentation to provide the replacement window systems that shall incorporate the requirements of NYSDOS Title Part 1240 energy Code Section 1227.1 (entitled) Existing Building Code 2010 ECCCNY.

Alternate Proposal

The library would like to entertain a design competition for development of alternate architectural scheme for the existing facility. Proposals will only be considered from firms that have also responded to the base proposal requirements. The evaluation criteria for this scope-of-work will address the overall aesthetic appeal, financial and physical feasibility and constructability. Design concepts that can be adapted to the existing building envelope with a minimum amount of modifications and which can be implemented without a major disruption of the daily operation of the facility will be given additional consideration during the bid evaluation process. Once the evaluation committee has completed scoring the proposals the semi-finalists may be required to present their alternate proposals to the Library Board for consideration. If the Board passes a resolution to pursue the alternative proposal and funding is in place the base proposal will be abandoned.

B. Scope of Services

1. Data Collection, Mapping and Project Initiation

- 1.1. Gather the latest and most accurate information regarding the site after reviewing all available reports and data. This information includes the reports and partial building plans contained in a pdf format attached to this rfp.
- 1.2. Obtain available data, as a result of a field site visit and review of the plans and reports and actual conditions as they are observed in the field.
- 1.3. Establish work area boundaries as part of the proposal. Since the library facility will be in operation a **“Conceptual work sequencing plan” (Tab 8)** for staging the work while protecting the public and the YPL employees from the dangers of a construction project will need to be developed as part of this proposal.

- 1.4. Perform site visits, as warranted, by key design team members to become thoroughly familiar with the existing conditions and characteristics

2. Site Understanding and Analysis

Work performed under this phase is as follows:

- 2.1 Review and assess the impacts of previously-prepared studies and plans. Reports can be found in the appendix.
- 2.2 Conduct on-site investigations
 - 2.2.1 Prepare report and recommendations
- 2.3 Develop illustrative graphics to present the findings of the site conditions investigations. Prepare an analysis of opportunities and constraints, gathered from provided data and site visits.
 - 2.3.1 Assess what the project limits are.
 - 2.3.2 Develop key construction phasing diagrams.
 - 2.3.3 Assess opportunities and constraints that the physical characteristics, proposed and existing improvements, existing uses, existing habitat, proposed elements, pose for the project.
- 2.4 Prepare a memorandum detailing the necessary permits for the project and their approval timelines.
- 2.5 Present findings of the Site Understandings and Analysis phase to YPL Staff
- 2.6 Work Products:
 - 2.6.1 Summary report in accordance with Task 2.2.1.
 - 2.6.2 Permit Assessment memorandum as per Task 2.2.4
 - 2.6.3 Inventory and Analysis graphics from Task 2.2.5

3. Conceptual Design

This task will undertake a master plan for the Grinton I. Will project, develop the design to an approximate 70% level of completion, and derive a budget projection for the improvements.

The Consultant can propose up to 2 alternative exterior designs for the subject area which must include budget estimates for implementation of each concept. Preliminary conceptual plans will be presented to the YPL staff. Based upon input, a final plan will be developed from the alternatives, including a revised budget projection of the improvements. Recommendations regarding improvements to be included in the Phase 1 construction will be provided. The final plan will be presented to the YPL staff.

- 3.1. Develop up to 2 alternatives for the subject area.
 - 3.1.1. Master plan graphics
 - 3.1.2. Illustrative graphics for presentation and for inclusion on project progress website.

- 3.2. Proposed Design Alternative Analysis
 - 3.2.1. Perform design analysis of up to 2 design alternatives of the proposed improvements as necessary. This analysis may be performed to determine the viability of an individual design concept or may be used to analyze combinations of proposed alternative concepts that are interdependent.
- 3.3. Present alternatives to YPL evaluation committee and address any questions.
- 3.4. Based upon the input received from Task 3.2 above, develop a final plan.
 - 3.4.1. Refine illustrative graphics (i.e., sections and perspectives) to support the plan graphic
- 3.5. Develop a budget projection for the concept plan improvements
- 3.6. Present the final concept plan to the YPL staff
- 3.7. Prepare concept plan report.
 - 3.7.1. Concept plan report shall include recommended policy directions resulting from the final concept plan
- 3.8. Present to YPL Board of Directors, as required.

4. Construction Plans

This phase is to prepare plans, specifications, general conditions and estimates (PS&E) for physical improvements inclusive of general conditions. Specifications will incorporate YPL boilerplate and relevant standards and details.

- 4.1. Determine and secure required permits from any regulatory agencies
- 4.2. 60% Completion
 - 4.2.1. Prepare construction plans to 60% completion level
 - 4.2.1.1. Orientation Plans
 - 4.2.1.2. Demolition Plans
 - 4.2.1.3. Specialty Structure Plans and Details
 - 4.2.1.4. Structural Plans and Details
 - 4.2.1.5. Preliminary Details
 - 4.2.1.6. Preliminary Specifications
 - 4.2.1.7. Updated Cost Estimate for project upon bid award
 - 4.2.1.8. Memorandum regarding upcoming maintenance issues for the project
 - 4.2.2. YPL will issue an authorization to proceed once the plans are at 95% of construction level plans

4.3. Utility Coordination

- 4.3.1 Existing electrical, plumbing and HVAC utilities affected by the installation of the design must be incorporated into the plans.

4.4. 95% Completion

- 4.4.1. Prepare construction plans to 95% completion level
 - 4.4.1.1. Cover Sheet
 - 4.4.1.2. General Notes
 - 4.4.1.3. Demolition Plans

- 4.4.1.4. Cross-Sections
 - 4.4.1.5. Specialty Structure Plans and Details
 - 4.4.1.6. Structural Plans and Details
 - 4.4.1.7. Miscellaneous Details
 - 4.4.1.8. Specifications
 - 4.4.1.9. Updated Cost Estimate for the Phase One Improvements
- 4.4.2. Submit 95% Completion Plan to the YPL Staff for review
 - 4.4.3. Meet with YPL staff to review the plans, specifications and cost estimate.
 - 4.4.4. YPL issues authorization to proceed on the 100% completion level plans

4.5. 100% Completion Plans (Bid Set)

- 4.5.1. Revise plans based upon redlines by the YPL staff
- 4.5.2. Provide 15 full size sets and 6 half-size sets of the construction plans and specifications to the YPL for bidding purposes. Provide one set of .pdf files and one set of .dwg Autocad files.
- 4.5.3. Attend the YPL-sponsored Pre-Bid conference

4.6. Construction Administration

The intent of the Construction Administration section is to provide confirmation of the work in progress. Approval of the general contractors draw requests on an on-going basis will be reviewed and approved by the Consultant.

- 4.6.1. Review and approval of material samples and shop drawings.
- 4.6.2. Site Visits to observe project progress and preparation of field reports. For purposes of the fee negotiation, weekly site visits will be provided within this Scope of Services. The YPL will contact consultant when site visits are to be performed.
- 4.6.3. Attend punch walk-through with YPL and Contractor. Compile punch list and file with Contractor, with copies to YPL. Attend final project walk- through to determine if punch list items were addressed.
- 4.6.4. Produce as-built drawings based upon contractor-supplied approved shop drawings and field measurements.

4.7. Work Products:

- 4.7.1. 60% completion level plans and specifications (6 paper sets for YPL staff)
- 4.7.2. 60% Completion level cost estimate
- 4.7.3. Maintenance issues memorandum
- 4.7.4. 95% completion level plans and specifications (6 paper sets for YPL staff)
- 4.7.5. 95% completion level cost estimate
- 4.7.6. 100% completion level plans and specifications (20 paper sets for bidding, one set of .pdf files, and one set of AutoCAD files to be delivered).
- 4.7.7. 100% completion level cost estimate
- 4.7.8. Field observations reports
- 4.7.9. Final punch list

SUPPORTING DOCUMENTS

SECTION III - COST PROPOSAL FORM
 (this form is to be completed and submitted along with the proposal)

Cost Proposal

**Yonkers Public Library
 GRINTON I. WILL BRANCH
ARCHITECTURAL / ENGINEERING DESIGN SERVICES FOR THE
 REPLACEMENT OF THE EXTERIOR BUILDING FAÇADE SYSTEMS**

Cost Breakdown: Phase I Research & Secure Information \$ _____
 Phase II Schematic Design \$ _____
 Phase III Design Development \$ _____
 Phase IV Construction Documents \$ _____
 Phase V Construction Administration \$ _____

Total Lump Sum Base Bid \$ _____

Base bid add Alternate for Window Replacement Design \$ _____

Firm Name;	
Address:	
Firm Representative (Name & title)	
Signature:	Date:
Alternate Proposal BID (alternate architectural scheme)	Lump sum Proposal.....\$ _____

Appendix

Reports and Studies

[Hastings Design Study](#)
[Pucillo Design Study](#)
[Silman Study](#)

(these reports can be found on links on the website)

SCHEDULE "A"

STANDARD RIDER TO CONTRACTS FOR THE YONKERS PUBLIC LIBRARY

SECTION 1 - CHANGE ORDERS/ AMENDMENTS

Changes or extra work, beyond Work specified under the Contract, may be authorized only by a written change order or by amendment issued by Yonkers Public Library and approved by the Board, if required.

SECTION 2 - ORDER TO PROCEED

Delivery to the Contractor of a fully executed copy of this Contract shall constitute authorization to proceed with Work, unless otherwise provided. If otherwise provided, YPL will issue an order to proceed in writing that will set forth the date upon which Work is to commence. All orders to proceed are subject to Contractor's compliance with the insurance requirement if required herein.

SECTION 3 - PROGRESS AND COMPLETION

Time limits provided in the Contract are of the essence. By executing the Contract, the Contractor confirms that the Contract time is a reasonable period for performing the Work. The Contractor shall proceed expeditiously with adequate work force and shall complete the work within the period specified under the Contract in a satisfactory and proper manner, as determined by the YPL, according to professional industry standards.

SECTION 4 - DELAYS AND EXTENSIONS OF TIME

If the Contractor's Work is delayed by an act of the or by an Yonkers Public Library other contractor employed by Yonkers Public Library or by changes ordered by Yonkers Public Library in the Work, or by labor disputes, fires, or other causes beyond the Contractor's control, or by delay authorized by YPL, then the Contract time shall be extended by Change Order or Amendment for such reasonable time as YPL may determine.

SECTION 5 - TERMINATION

YPL may terminate the Contract prospectively upon five (5) days written notice for any reason whatsoever, including but not limited to, Contractor's failure to perform the Work in a timely manner or to perform the Work in accordance with the terms and conditions of the Contract. However, the Yonkers Public Library may, upon determining that Contractor's performance hereunder will endanger the public health or safety, terminate the contract immediately. Notwithstanding the above, the Contractor shall not be relieved of liability to the YPL for damages sustained by the YPL by virtue of any breach of the Contract by the Contractor and the YPL may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the YPL from the Contractor is determined.

SECTION 6 – PAYMENTS

Full payment, in the amount shown in Item 4 of Page 2 of this Contract, will be made after satisfactory completion of the services and tasks described in the Scope-of-Work herein and within 30 days of receipt of a proper invoice by the Yonkers Public Library. Acceptance of final payment by the Contractor shall constitute a waiver of any claims arising from this Contract by contractor against the Yonkers Public Library.

Notwithstanding the foregoing, it is understood that the YPL operates on a fiscal year basis that begins on July 1st and ends on June 30th of each year. The YPL shall not be considered to be in default under this Agreement if any payments are due after the beginning of a fiscal year when the YPL's budget has not been approved for that fiscal year unless the non-payment continues after 31 October in any year.

SECTION 7 - EXECUTORY CLAUSE

In accordance with Section C5-9 of the Charter of the City of Yonkers and Local Finance Law of New York State, the Yonkers Public Library shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for this Contract.

SECTION 8 - INDEMNIFICATION

In addition to any liability or obligation of the Contractor to the YPL that may exist under this Contract or by statute or otherwise, Contractor shall indemnify and hold YPL and its directors, officers and employees, harmless from and against any damages, costs, claims or liabilities which the Yonkers Public Library may sustain, as a result of: any and all liabilities, losses, damages, interests, judgments, liens, costs and expenses (including without limitation, reasonable counsel fees and disbursements), claims, demands, suits, actions, or proceedings which may be made or brought against the Yonkers Public Library for or in relation to any personal injury or property damage caused by the negligent acts or omissions of the Contractor.

SECTION 9 - INSURANCE

Neither the Contractor nor any of its subcontractors shall commence Work under this Contract until the Contractor has delivered certificates of insurance evidencing the insurance required by this Section and bearing notations evidencing the payment of premiums and coverage and amounts approved by the YPL

Required coverage for Services are indicated by a :

- (a) The Contractor shall provide Worker's Compensation Insurance and Employer's Liability Insurance as required under the Worker's Compensation Law.
- (b) Without limiting or restricting the provisions of Section 8, the Contractor shall maintain Commercial General Liability Insurance, listing the Yonkers Public Library in the minimum amount of \$1,000,000 in the aggregate, \$500,000 each incident, with a company or companies licensed in New York State with an A or better Best Rating.

The Certificate of Insurance for the above coverage **must include the Contract number**, bear a notation evidencing **a minimum of 10-day cancellation notice** to the Yonkers Public Library and **list the Yonkers Public Library**.

- (c) Without in any way limiting or restricting the provisions of Section 8 hereof, where professional services are to be performed under this Contract, the Contractor shall carry Professional Liability Insurance in the aggregate amount of \$1,000,000, \$1,000,000 per claim, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to the Yonkers Public Library.

In the event you receive notice from any third party that a cause of action or claim may be initiated against the Yonkers Public Library in connection with this agreement, Contractor agrees to give immediate written notice of same by certified mail, return receipt requested, to: (i) the Yonkers Public Library

SECTION 10 - RECORDS AND ACCOUNTS

Contractor shall maintain accurate records and accounts of services under this Contract and shall furnish or make available such records and accounts or other information as may be required to substantiate any report or invoice submitted to the Yonkers Public Library for payment.

SECTION 11 - OWNERSHIP OF MATERIALS

Upon completion of the Work, or upon termination of this Contract pursuant to Section 3 and 5 of this Schedule A, all products and materials, including software, collected and prepared pursuant to this Contract, shall become the exclusive property of the Yonkers Public Library, shall be delivered to the Yonkers Public Library (preliminary, final or otherwise), and any and all rights of Contractor to such materials shall immediately be extinguished. YPL shall have the sole and exclusive right to use such materials in any way it chooses.

SECTION 12 – ASSIGNMENT

Contractor shall not assign, transfer, or otherwise dispose of its rights, privileges, or responsibilities under the terms of this Contract, without YPLs' prior written consent. In the event there is no prior written consent from YPL such transfer, assignment, or other disposition shall be void.

SECTION 13 - CONFLICTS OF INTEREST

The Contractor represents that:

- (a) The Contractor has not now, and will not acquire, any interest, direct or indirect, present or prospective, in the project to which the Contractor's work relates or the real estate which is the subject of the project, or in the immediate vicinity thereof and has not employed nor will knowingly employ in connection with work to be performed hereunder any person or entity having any such interest during the term of this Contract.
- (b) No officer, employee, agent or director of the Yonkers Public Library, shall participate in any decision relating to this Contract which affects his/her personal interest or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any officer, agent, director or employee of the Yonkers Public Library have any interest, direct or indirect, in this Contract.

(c) The Contractor shall cause, for the benefit of the Yonkers Public Library, every contract with any subcontractor to include the representations contained in subsections (a) and (b) of this Section. The Contractor will take such action in enforcing such provisions as the Yonkers Public Library may direct, or, at its option, assign such rights as it may have to the Yonkers Public Library for enforcement by the Yonkers Public Library.

SECTION 14 - MACBRIDE FAIR EMPLOYMENT PRINCIPLES

This bidder, by submission of this bid, certifies that if it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder: has business operations in Northern Ireland, such bidder, shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

SECTION 15 - EEO POLICY STATEMENT

The Contractor shall, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

1. Minority and Women-Owned Business Enterprises

The Contractor shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performances of this contract. As used in this Contract, the term “minority and woman-owned business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

SECTION 16 - CIVIL RIGHTS

The Contractor agrees to comply with the the State of New York’s civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1976, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

SECTION 17 - NON-DISCRIMINATION CLAUSE

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age marital status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

SECTION 18 – MATERIALS AND WORKMANSHIP

The Contractor hereby agrees and guarantees that all work furnished under the Contract will conform to the terms of this Contract, as to kind, quality, function, design and characteristics of materials and workmanship, such conformance shall continue for one year from the date of completion or the Contractor shall replace any defective material or workmanship without cost to YONKERS.

Contractor agrees that all reports, plans, studies and other documents and materials (including underlying data) and all recommendations, whether written or oral, developed in the course of providing the Work, are confidential between Contractor and the Yonkers Public Library, and except as specified herein, Contractor may not reveal or disclose such work product, without permission from Yonkers Public Library, or unless ordered by a court of competent jurisdiction. No information or material shall be disseminated to the general public, the news media, or any person or organization prior to express approval by the Yonkers Public Libraries' legal Counsel.

SECTION 19 – SAFETY

The Contractor shall provide at his own cost and expense such safety devices for the protection of its employees, and those of the Subcontractor(s), The Yonkers Public Library, the public, and any other persons as may be necessary and as may be required by the Project Manger. The Contractor shall perform all work in a safe manner and in compliance with OSHA, EPA, DEP, and all other applicable Federal, State, and local laws, rules, and regulations.

SECTION 20 - LABOR LAW

If this Contract involves the employment of laborers, workmen or mechanics under Articles 8 or 9 of the Labor Law or constitutes a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days set forth therein, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law.

SECTION 21 – CONTRACTOR'S STATUS

It is understood that the Contractor is an independent Contractor and is not to be considered an employee of the City, or assume any right, privilege, or duties of any employee, and shall save harmless the YPL and its employees from claims, suits, actions and costs of every description resulting from the Contractor's errors, omissions, or gross negligence in the performance of this Agreement.

SECTION 22 – CERTIFICATION OF NON-COLLUSION

If this Contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Yonkers Public Library a non-collusive bidding certification on Contractor's behalf.

SECTION 23 – ENTIRE AGREEMENT

This Contract, with its schedules and exhibits, integrates all agreements, representations and warranties prior to the date hereof, whether oral or written, between the parties, and constitutes the entire Contract between the parties hereto.

SECTION 24 – GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of New York.

SECTION 25 – COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 26 - CONFLICTING TERMS

In the event of a conflict between the terms of this Contract (including any and all attachments thereto and amendments thereof) and the terms of this Rider, the terms of this Rider shall govern.

SECTION 27 - DISSEMINATION OF INFORMATION

No information concerning Contractor's work and services performed under this contract shall be disseminated to the general public, the news media, or any other person or organization, including public officials, prior to express approval by the Yonkers Public Library.

SECTION 28 - PROPRIETARY INFORMATION OF CONTRACTOR

Yonkers shall take reasonable steps to prevent the unauthorized disclosure of any information that is marked "Confidential" or "Proprietary" by Contractor. Confidential information shall not include information which: (a) is or becomes public knowledge through no fault of the recipient; (b) was in the recipient's possession before receipt from the party providing such confidential information; (c) is rightfully received by the recipient from a third party without any duty of confidentiality; (d) is disclosed to a third party by the party providing the confidential information without a duty of confidentiality on the third party; (e) is independently developed by the recipient; (f) is disclosed under operation of law; or (g) is disclosed with the prior written approval of the third party providing such confidential information.

SECTION 29 - INTELLECTUAL PROPERTY INDEMNITY

Contractor shall defend, indemnify and hold harmless Yonkers Public Library if any product or material that is provided to the Yonkers Public Library is alleged to infringe upon a third party's intellectual property rights. To avoid infringement, Contractor may modify or substitute an equivalent product (provided the Yonkers Public Library approves of such substitution at its sole discretion), refund the price paid for the product (less the reasonable rental value for the period it was available to the Yonkers Public Library), or obtain any necessary licenses.

SECTION 30 – NOTICES

Any notice, demand, consent, approval or request (collectively “notices”) which may be or is required to be given under this Contract or by law must be in writing and signed and shall be either (i) delivered by hand (with a signed receipt), (ii) delivered by nationally recognized overnight courier, or (iii) sent by certified mail or registered mail, postage prepaid, return receipt requested to the parties at the following addresses: (a) if to the Business office on the third floor of the Riverfront Library, one Larkin Plaza, Yonkers, New York 10701. Unless otherwise specified herein, all such notices, properly addressed, will be deemed given and received on the date of delivery or refusal thereof.

SECTION 31 – CONSTRUCTION COST ESTIMATES

The Consultant shall use their best professional judgment to design the project within the Consultant's estimated cost approved by the YPL. It is agreed that the Consultant cannot guarantee such estimates, however, should the low responsive bid for any trade exceed the Consultant's estimated cost for that trade by more than ten (10%) percent, it is understood that the Consultant, without any additional costs to the YPL shall revise the construction plans, specifications, and / or drawings for that trade to allow the project cost to meet the YPL's project budget.

SECTION 32 - AUTHORITY TO DO BUSINESS IN NEW YORK

Any corporation not incorporated under the Laws of New York State must furnish a copy of its Certificate of Authority from the New York State Secretary of State to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law. You may get additional information at: Department of State, Division of Corporations, 41 State Street, Albany, NY 12231 (518-473-2492).

(this form must be returned by July 27, 2012)

SECTION V

INTENT TO SUBMIT PROPOSAL FORM

REQUEST FOR PROPOSAL FOR

**Design for the replacement of the exterior façade systems
at the Grinton I .Will Library Yonkers, NY**

Please complete and return this form via email within 5 working days of receiving RFP package to:

Yonkers Public Library

Third floor-Business Office
One Larkin Center
Yonkers, New York 10701
efalcone@ypl.org

Failure to return this form may result in no further communication or addenda regarding this RFP.

Company Name:

Address:

City:
Code:

State:

Zip

Contact Person:

Phone Number:

Fax Number:

We will be submitting a Proposal

We will be attending the Pre-Proposal Conference: Yes No

We will not be submitting a Proposal

Reason: