



Request for Proposals

OWNER'S REP AND CONSTRUCTION MANAGEMENT SERVICES
SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION

SEPTEMBER 8, 2023

Paul Zaicek – Director of Capital Projects
VILLAGE OF SCARSDALE | 1001 POST ROAD, SCARSDALE, NY 10583

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INVITATION FOR PROPOSALS

The Village of Scarsdale invites qualified consultants to submit a proposal for Owner's Rep and Construction Management Services to support design and construction of a new, outdoor aquatics facility to replace our existing municipal pool complex. The Village will be awarding an architectural design services contract separate from this Request for Proposals (RFP).

Responsive proposers will have documented success in serving as both the Owner's Rep and Construction Management Services provider for outdoor aquatic facility design and construction, with completed projects having been delivered on-time and reasonably within budget. The firm's project portfolio should include examples where the completed aquatics facility maintained post-commissioning operation without significant remediation work and/or premature failure of structural or major mechanical elements during the first five years of operation, having also met any established energy savings targets. Municipal aquatics facility experience is desired, but not mandatory.

The successful respondent will expertly shepherd our project from architectural programming through schematic design, and ultimately through bidding, construction, and commissioning, providing increasingly reliable cost estimates at each phase of project development while simultaneously ensuring industry best practices are reflected in all work completed. The end result should be a new aquatics facility that reflects our community aesthetic, supports the overarching project goals, and is delivered on-time and within budget.

The existing Scarsdale aquatics facility, depicted, is located at 311 Mamaroneck Road, Scarsdale, New York. The pool complex is approximately 55 years old and in need of many costly repairs and improvements, which have been determined through extensive study and evaluation as economically infeasible. A variety of study documents, including an Existing Conditions Survey and Report, are available from our [Pool Complex Project](https://tinyurl.com/Pool-Study) webpage (tinyurl.com/Pool-Study).



We presently anticipate that the entire Pool Complex will be demolished and replaced through appropriate project phasing with an enhanced seasonal (outdoor) aquatics facility.

For further information, please review the balance of our Request for Proposals, noting the submittal deadline of October 3, 2023, 4:00 p.m.

PROJECT HISTORY

OVERARCHING PROJECT GOALS

1. The Municipal Pool Complex is viewed by residents as a premier community recreation asset helping to further strengthen Scarsdale's preeminence in Westchester County as a superb place to live and raise children.
2. The Pool Enterprise Fund is fiscally sound, with revenue generation capable of supporting operating and projected capital expenses.
3. Pool membership trend is reversed, ultimately attaining historic membership levels.
4. Project is completed on-time, within budget, reflecting industry best practices for aquatic facility design and construction.

PROJECT BACKGROUND

On June 30, 2021, the Village distributed a Request for Proposals (RFP) for a Market Study and Existing Conditions Assessment of the Scarsdale Pool Complex. Lothrop Associates Architects was the successful firm and has completed the scope of services with support from relevant partners.

Key objectives for this project phase included:

1. Develop a planning level estimate for baseline reconstruction of our Municipal Pool Complex in effectively its existing layout and design, taking into account any costs associated with updated regulatory compliance, e.g., ADA and Westchester County Department of Health. The purpose of this estimate was to understand existing needs and their magnitude of cost to remedy. Importantly, the level of investment necessary to bring the pool complex back into a good state of repair (and compliant with all current code requirements) is significant, rendering mere renovation infeasible, both economically and technically.
2. Complete a Market Study to examine the competitive landscape and identify associated strengths, weaknesses, and opportunities for the Scarsdale Pool Complex. The Market Study involved two segments. The first involved data collection and analysis of the competitive landscape, both locally and sub-regionally. The second involved substantial public outreach and engagement to collect Scarsdale resident viewpoints and perspectives, including an effort to gauge willingness to pay for various amenities or services viewed desirable.

Ultimately, the public engagement led to sketch concepts for financially feasible reconstruction scenarios. Consultant tasks completed in the public engagement phase included a statistically valid random survey distributed by mail, a public web-based survey, and public meetings.

The [Pool Complex Project](http://tinyurl.com/Pool-Study) webpage (tinyurl.com/Pool-Study) includes all final documents and abundant other informative background leading up to this RFP.

PROPOSAL SUBMITTAL INFORMATION AND REQUIREMENTS

DEADLINE AND DELIVERY INFORMATION

All proposals submitted pursuant to this RFP shall be submitted in PDF format by email no later than October 3, 2023, 4:00 p.m. to Paul Zaicek, Director of Capital Projects, using pzaicek@scarsdale.com, with “OWNER’S REP AND CONSTRUCTION MANAGEMENT SERVICES: SCARSDALE AQUATIC FACILITY DESIGN AND RECONSTRUCTION” in the subject line.

This RFP is available on the [Village website](#), as well as bidnetdirect.com/new-york, and it is the responsibility of proposing firms to monitor the online RFP posting for any future addendums or updates.

This RFP does not commit the Village to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The Village intends to award on the basis of the best interest and advantage to the Village and reserves the right to request clarifications or corrections to proposals received, to accept or reject any or all proposals received as a result of this RFP, to negotiate with proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the Village to do so. The Village may select the proposal which, in the Village’s sole discretion and with whatever modifications the Village and the proposer may mutually agree upon, best meets the Village’s requirements whether or not that proposal has the lowest prices. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the Village, in its sole discretion, shall enter into a contract with the proposer that is selected. The Village shall not be liable for costs incurred in the preparation of a response to this RFP or in connection with any presentations before the Village Board of Trustees or local agencies.

All materials issued by the Village and presented or submitted to the Village in connection with this RFP process will be the property of the Village. Unless authorized by the Village, the prospective respondents and proposers may not release, or use for its own purposes, any information or materials issued by the Village or presented or submitted to the Village in connection with this RFP process.

Any firm that is furnished a copy of this RFP but decides not to offer a proposal is requested to submit a negative reply. Specific comments and observations are encouraged.

MANDATORY PRE-PROPOSAL MEETING

A **mandatory** pre-proposal meeting will be held at the project site, 311 Mamaroneck Road, Scarsdale, NY, on September 19, 2023, 11:00 a.m. and will include an overview of our project goals, a facility tour, and provide opportunity for Q &A.

Additional information may be provided to prospective respondents during the pre-proposal meeting to clarify our needs and encourage full understanding of the proposal submission requirements.

Proposals will not be accepted from firms that do not attend the Pre-proposal Meeting.

QUESTIONS AND INFORMATION REQUESTS

Prior to contract award, and excepting the mandatory pre-proposal meeting, all communications concerning this RFP must be made in writing to Paul Zaicek, Director of Capital Projects, using pzaicek@scarsdale.com.

Neither verbal inquiries nor communication with any other Village personnel about this RFP, except as directed by Mr. Zaicek, are authorized; any such contact may be grounds for disqualification of the proposer from the selection process.

All Questions must be submitted by email to Paul Zaicek, Director of Capital Projects, using pzaicek@scarsdale.com, no later than September 22, 2023, 4:00 p.m.

Responses to any prospective respondent's questions and/or document requests will be shared in writing with all firms who attended the mandatory pre-proposal meeting on or before September 26, 2023. No pre-proposal questions or requests will be responded to that are submitted after September 22, 2023, 4:00 p.m.

Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

TIMEFRAME

The Village anticipates awarding a contract to the successful respondent by October 24, 2023, and commencing with Preconstruction Phase Services November 1, 2023. The successful respondent will be awarded a contract for the [Preconstruction Services Phase](#), subject to the terms of this RFP. The work associated with the Preconstruction Phase is anticipated to take place over a period of approximately 20 months and includes the Programming, Schematic

Design, Design Development, Contract Documents, Bidding / Contract Procurement (including all approvals and permits). The Schematic Design work is anticipated to take approximately 24 weeks and will include public engagement and presentations. A committee structure, comprised of residents, staff, and elected officials, will be in place to support project development. During this period, the Owner's Rep/CM will need to support decision-making by providing constructability and construction timing guidance, cost estimates for alternatives under consideration, as well as a running total of estimated total construction cost.

At completion of the Preconstruction Phase, the Village will determine, at its sole discretion, whether to proceed with the [Construction Management Services](#), subject to the terms of this RFP, though we fully anticipate proceeding at this time. At this stage, the successful respondent shall refine its estimate of Construction Management Services costs to reflect the final project design and scope, and negotiate with the Village any appropriate changes, with any needed increase not to exceed industry norms and standards. Should the Village decide to proceed with the Construction Management Services, the successful respondent will be authorized to proceed in writing by the Village to complete the work detailed in the [Construction Management Services](#) section of this RFP. It is anticipated that the Construction Management Services will commence after construction contracts have been executed, all approvals and permits secured, and the Village has given the contractors authorization to commence construction. The work associated with the Construction Management Services is anticipated to take place over an approximate 20-24 -month period. The Village anticipates a 3-4 month period between contract awards and start of construction to secure various NYS approvals. However, should mutually agreeable terms for Construction Management Services are not achieved, the Village may elect, without further obligation to the successful respondent, to award the Construction Management Services scope to another firm it identifies.

VILLAGE OBLIGATIONS

The Village of Scarsdale is committed to providing the level of staff support and other resources necessary to achieve the project goals and objectives. Proposers must clearly convey their assumptions regarding such resources being provided by the Village and/or any tasks, roles, or responsibilities the Village is expected to assume financially or operationally.

INFORMATION PROVIDED BY THE VILLAGE

Proposers are solely responsible for conducting their own independent research or any other work or investigation necessary for the preparation of a proposal. Should a proposer find discrepancies or omissions in this RFP or other information provided by the Village of Scarsdale, the proposer shall notify the Village immediately in writing.

If the Village believes the information in question is inaccurate or the point in question is not clear, the Village will publish a written addendum to the public RFP posting.

EVALUATION & AWARD

SELECTION CRITERIA

All proposals will be evaluated by an established Scarsdale Pool Project Committee, taking into consideration the firm's depth and breadth of successful experience with similar projects, and the content, quality, and fees of both Preconstruction Services Phase and Construction Management Services. The following criteria will be used, without limitation, in determining the successful respondent:

1. Demonstrated qualifications and professional experience and competency in providing Owner's Rep and Construction Management Services for a municipal aquatics facility or similar project. The Scarsdale Pool Complex Committee will provide non-binding recommendation to the Village Board on the proposal that best meets the selection criteria. It is desirable that the successful respondent will have completed Owner's Rep and Construction Management Services for a minimum of three (3) similar projects and have at least ten (10) years of experience in municipal aquatics facility or similar construction projects.
2. Completeness and responsiveness to the requirements of the RFP.
3. Availability and commitment to the Village's project timeframe.
4. Demonstrated understanding of the project's scope, goals, and objectives, as evidenced by the quality of the proposal submitted.
5. Ability to effectively work with and support multiple project partners, including Village Recreation Department staff, Village leadership, and the Pool Complex Committee.
6. References attesting to the quality of services performed, ability to deliver projects on-time and within budget, and that projects transitioned smoothly from construction to operation smoothly, with lasting performance reliability.
7. Competitiveness of proposed fees.

SELECTION PROCEDURE

It is anticipated that the Village will invite at least three (3) proposers, that best responded to the RFP, to be interviewed by the Pool Complex Committee prior to it making a recommendation to the Village Board. The interviews are expected to take place on October 9 & 10, 2023.

The Village of Scarsdale intends to negotiate and enter into a contract with a responsible proposer, who submitted a cost competitive, comprehensive, and cogent proposal that is in the overall best interest of the Village.

The Village reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the RFP. Upon recommendation from the Pool Complex Committee, the Village Manager will advance the contract for consideration by the Village Board during a regularly scheduled public business meeting.

PROPOSAL STANDARDS

ORGANIZATION AND CONTENT

TITLE PAGE

- Proposal Date.
- Title of “Proposal for Owner’s Rep and Construction Management Services: Scarsdale Aquatic Facility Design and Reconstruction.”
- Proposing firm’s legal name and address
- Proposing firm’s project lead, including all relevant contact information.

TRANSMITTAL LETTER

A letter of transmittal signed by an authorized binding official of the firm, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for three (3) months from the proposal due date.

The letter must include a statement by the respondent accepting all terms and conditions and requirements contained in this RFP.

PROPOSAL BODY

The purpose of the Proposal is to demonstrate the qualifications, competence, capacity, and overall approach of the firm, as well as to document the particular staff to be assigned to this engagement, all in conformity with the requirements of this RFP.

The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities, qualifications, and relevant experience to satisfy the requirements of this RFP. While additional information may be presented, the following items must be included, as they represent key criteria against which the proposal will be evaluated:

Relevant Experience

A detailed summary of the respondent's experience with similar outdoor aquatic facility projects, including samples of completed work. Firms should highlight any project work in Westchester County, NY, as well as any similar projects involving a municipal government client.

Staff Plan

Identify staff who will be assigned to this project, their backgrounds and experience, and their areas and levels of responsibility. Resumes or CVs for all proposed project personnel should be included.

Service Plan

A detailed, itemized plan of proposed services and expected meetings. Include discussion of the communications plan and supporting strategies to ensure timely exchange of information and updates, considering both organizational and community informational needs related to project status, noting that the Village will be primarily responsible for public communications.

Understanding of Project

The Proposal shall include a brief description of the proposer's understanding of the Project. The Proposal shall include a statement acknowledging the Scope of Services. Include discussion of any particularly important technical elements your team is exceptionally qualified to handle.

Management Approach

The proposal shall include a discussion regarding the proposer's management approach, including coordination and monitoring of project schedule, cost, scope, communications, quality control, resources, and other management issues that the proposer feels should be addressed. Also explain how technical memos, workshops, and/or review meetings will be used to support project goals and enhance outcomes. Emphasis should be placed on how the proposer's management approach will promote the project's success.

Project Timeline and Approach

The proposal shall provide a project timeline, inclusive of key milestones and associated dependent tasks, proposed coordination and presentation meetings, and deliverable due dates. The description shall include details to implement the tasks described in the Scope of Services.

Project Staff and Sub-consultants

The proposal shall include a biography for key individuals proposed to be assigned to the project. Special emphasis shall be provided on each individual's professional background, relevant qualifications, professional licenses and/or certifications, and experience on related and/or similar projects; experience involving comparable New York State communities is desirable. Include team member titles, anticipated scopes of responsibility, and their contact information, including mailing, telephone, and email methods of contact.

The firm must provide an affirmative statement that it and all assigned or subcontracted Project staff are, if required, properly licensed in the State of New York.

The proposer shall supply the same information for any anticipated subconsultant(s).

Disclosures and Potential Conflicts of Interest

To ensure full and fair consideration of all proposals, the Village of Scarsdale requires proposers to investigate whether a potential or actual conflict of interest exists between the proposer, including their owners or employees, and the Village of Scarsdale, its officials, and/or employees. The same effort must also be undertaken with regard to the Lothrop Associates Architects, the design firm thus far involved in our project.

If the proposer discovers a potential or actual conflict of interest, any such finding must disclose the potential or actual conflict of interest in its proposal, identifying the nature of the potential or actual conflict of interest and any other relevant information.

The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing proposer from consideration. Information provided by proposer in this regard will allow the Village of Scarsdale to take appropriate measures to ensure fairness of the proposal process.

The Village requires all proposers to submit, as an appendix to the proposal, a certification that the proposer has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest. If your firm has a written Conflict of Interest Policy, please include it with the certification.

ALTERNATIVES AND EXCEPTIONS

The Village Manager may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

RELATED PROJECT EXPERIENCE

Provide a list of *all* clients for whom services for aquatic facility projects of similar scope and value were completed between 2013 and 2023. Briefly describe the nature of the services provided and include the estimated total construction cost for each project, the actual total construction cost, whether the project was completed on-time, and whether there were post-construction claims that were settled, mediated, arbitrated or litigated.

REFERENCES

The proposal must include a list of the respondent's most significant and relevant three to five aquatic facility engagements undertaken between 2013 and 2023, with emphasis on engagements having delivered services similar to those sought through this RFP. Include the name, title, address, telephone number, and e-mail addresses for each reference, if available. Also, please indicate the type of project undertaken and the services provided.

COST PROPOSAL

As an appendix to the proposal, provide a lump sum fee for the scope required under Preconstruction Services Phase, totaled separately, and fee required for the scope under Construction Management Services, totaled separately.

Supporting documentation detailing the estimate of how the lump sum fees were calculated is to be provided for informational purposes, indicating the number of hours and hourly costs for all personnel involved to provide the [Scope of Services](#). The Village intends to enter into an agreement for both Preconstruction and Construction Phases; however, each phase will be authorized separately in a written notice to proceed.

The Village reserves the right to negotiate fees and payment schedules with the selected respondent.

PROFESSIONAL SERVICES AGREEMENT

The Village has attached its standard professional services contract as Exhibit "A". Sign and return with your proposal the first page of Exhibit "A" to indicate that you agree to the terms and conditions therein, without exception. The Village shall not consider or negotiate regarding exceptions to the Agreement requested at any time after the submission of the proposal.

INSURANCE REQUIREMENTS

During the performance of the services that are the subject of this RFP, the successful respondent shall maintain the following types and amounts of insurance with insurers satisfactory to the Village:

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
1. Commercial General Liability – including contractual liability	\$ 1,000,000	\$ 2,000,000
a. Bodily Injury/Property Damage	\$ 1,000,000	\$ 2,000,000
b. Products/Completed Operation	\$ 1,000,000	\$ 2,000,000
c. Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000
d. Medical Expense limit (any one person)	\$ 10,000	\$ N/A
2. Commercial Automobile Liability (if applicable)	\$1,000,000 Combined Single Limit- Each Accident	\$ N/A
3. Worker’s Compensation	Statutory Limits	Statutory Limits
4a. Employer’s Liability (Bodily Injury by Accident)	\$ 1,000,000	\$ N/A
a. By Disease	\$ 1,000,000	\$ N/A
b. Each Accident	\$ 1,000,000	\$ N/A
c. Each Employee	\$ 1,000,000	\$ N/A
4b. NY State Disability	As required by law for all employees	As required by law for all employees
5. Umbrella/Excess Liability Insurance	\$5,000,000	\$ 5,000,000
6. Professional (E&O) Liability Insurance	\$5,000,000	\$5,000,000

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
7. Network Security and Privacy Liability	\$3,000,000	\$3,000,000
8. Commercial Crime/Fidelity Bond	\$1,000,000	\$1,000,000

Prior to commencing work, furnish the Village with a Certificate of Insurance as evidence of the required insurance and such certificate shall name the Village of Scarsdale as an additional insured on General Liability, Commercial Automobile Liability, and Umbrella Liability. In addition, all required policies shall include a waiver of subrogation provision in favor of the Village. The consultant's insurance shall apply as primary and non-contributory to any coverages maintained by the Village. The certificate of insurance naming the Village as additional insured must extend coverage to all salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, but only while performing duties on behalf of the Village. Lothrop Associates Architects shall be named as additional insured, as well. The certificate shall provide for thirty (30) days written notice to the Village prior to cancellation of any insurance policies referenced in herein. New and current certificates shall be provided at each policy renewal. The Village shall specifically be named as an additional insured by an additional insured endorsement on general liability and commercial Automobile liability policies.

Provide a copy of the E & O policy including all endorsements as well as loss runs for the last 5 years.

MISCELLANEOUS INFORMATION

Termination of Contract - for its own convenience the Village may, at any time prior to the issuance of a Notice to Proceed, void the Contract by giving unequivocal and unconditional written notice of such voidance to the successful respondent. In the event of such voidance, the Village will not be liable to the successful respondent for any claims or losses, including anticipation of performance under the contract.

At any time, subsequent to the Notice to Proceed, the Village may at its own convenience, terminate the Contract by giving unequivocal written notice of such termination to the successful respondent. In the event of such termination by the Village, the Village shall be responsible to the successful respondent for all reasonable costs incurred by the successful respondent in performance of the Contract up to the date of termination.

SCOPE OF SERVICES

The Village of Scarsdale seeks qualified consultants to submit a proposal for Owner's Rep and Construction Management Services to support design and construction of a new, outdoor aquatics facility to replace our existing municipal pool complex. It is the Village's intent to enter into an agreement for both phases with a single respondent.

Please also note that the Village will be awarding an architectural design services contract separate from this RFP, though the firm selected through this RFP will be asked to assist in reviewing and suggesting any potential revisions to the agreement with that firm.

PRECONSTRUCTION SERVICES

KEY OBJECTIVES

1. Assure that all contracts, including architectural design services, reflect contracting best practices and fully protect all associated Village interests.
2. Support effective decision making in all design phases, with primary focus on ensuring that construction cost estimates are provided for design elements being contemplated, and that the estimated total construction cost is updated on a rolling basis as individual design choices are considered.
3. Provide guidance and recommendations throughout the preconstruction phases to achieve improved project outcomes, including ensuring appropriate materials and methods, and cultivating reduced construction and operating costs, enhanced environmental performance, including such factors as energy efficiency and conservation, and water conservation, and maximized community satisfaction.
4. Develop and administer the project timeline, including identification of key milestones and associated dependent tasks, as well as consideration of material and contractor availability.
5. Construction contracts awarded only to qualified bidders having a complete understanding of their respective scope of work, such that change orders are minimized and all tasks are professionally completed within budget. This necessarily involves quality bid documents, a thorough contractor evaluation process, and diligent oversight of all construction phases.

DETAILED SCOPE OF SERVICES

Expanding upon the [Key Objectives](#), the following detailed services are required:

1. Assist the Village in review and finalization of the architectural proposal for design services, making sure that the scope of services is complete, the proposed fee structure and timeline are appropriate, and that roles and responsibilities are properly identified to avoid the potential for unanticipated costs or project delays.
2. In coordination with the Village and architect, develop an initial project timeline, including all appropriate considerations, and provide timeline updates as become necessary. Among other considerations, the initial timeline and subsequent updates must include identification of key milestones and associated dependent tasks, as well as consideration of material and contractor availabilities. Additionally, provide guidance and recommendations regarding the feasibility and advisability of using construction phasing to minimize disruption to pool operations and revenue generation.
3. Review existing conditions and make recommendations on project sequencing, coordination, scheduling and any additional investigations or testing needed. Provide any necessary guidance and support to pre-construction technical activities, including for example recommending undertaking a geotechnical survey.
4. Review and suggest revisions to all documents and materials developed by the architectural firm. This work shall include constructability review, drawing coordination review, costing elements of project alternatives considered, as well as maintaining running project totals as the design work proceeds. Our final project must meet our goals in a fiscally constrained manner.
5. Work in conjunction with the Village and architect on reviewing and specifying methods and materials of construction, suggesting viable opportunities for value engineering, enhancing operating efficiency and/or environmental performance, and ensuring prudent and best practices for aquatic facility design and construction.
6. Participate in development of the Architectural Program and complete reviews and value engineering reports to be performed at 100% Schematic Design phase, 50% & 100% Design Development phase, and 50% and 100% Construction Document phase.
7. Attend all progress meetings with the Village, Village Advisors, architects, engineers, and consultants to ensure that all matters of pre-construction are being considered. Provide meeting minutes for all meetings. In addition, attend up to ten (10) public night/day meetings as required.
8. Establish a site mobilization and security plan, including but not limited to addressing site access, construction fencing and temporary facilities.
9. Work in conjunction with the Village and Architect in tracking construction budget and develop cash flow schedules for the duration of the Preconstruction Phase.

10. Provide construction cost estimates and constructability guidance during development of the Architectural Program and throughout Schematic Design, and prepare and submit project budget and construction estimate reports at 100% Schematic Design, 50% & 100% Design Development phase, 50% & 100% Construction Document phases to insure adherence to the available funding.
11. Maintain comprehensive documents of all design submissions and records and turn them over to the Village at the end of the project.
12. Provide status reports to the Village on progress of the design phases.
13. Identify long lead items and establish procedures for purchasing the same.
14. Develop and update construction schedules with input from the Village and Architect at 100% Design Development phase and 50% & 100% Construction Document phase, including a phased construction project if deemed appropriate.
15. Assist the Village and Architect in the preparation of alternates to be incorporated into the Bid Proposals to give the Village contract award flexibility.
16. Prepare a pre-bid schedule, generate interest among qualified bidders and advise said bidders of the project schedule. Conduct pre-bid meetings and walkthroughs. Receive all bidders' questions (RFI's) and review with design team and send RFI responses to all bidders.
17. Work in conjunction with the Architect on the scheduling, preparation, and content of bid packages to be issued. The Village anticipates that the project will be designed and constructed in accordance with New York State's Wick's Law requirements. Therefore, there will be a need to execute this work for multiple construction disciplines.
18. Assist the Village and Architect in the review and analysis of the actual construction bids and in the evaluation of contractor qualifications. Analyze all bids and prepare written analysis and comparisons. Review all required bid bonds, payment and performance bonds and insurance certificates.
19. Evaluate all bid proposals to determine and recommend the lowest responsible bidder. Provide input to the Village and Architect in the development of award provisions and construction contracts.
20. Assist in obtaining all construction permits that may be required by State and Local Authorities, including Westchester County Department of Health.
21. Assist the Village with construction implementation Plan.

22. Work in conjunction with the Village and architect to analyze the feasibility and advisability of designing the project to be constructed in phases such that we may continue to operate some portion(s) of the existing pool complex while construction progresses; the pool complex presently operates from May through September.
23. If project rebidding becomes necessary, assist the Village and Architect in reviewing methods and materials of construction and provide value engineering to bring the project within project budget. Provide Construction Management services for project rebid.
24. Assist the Village in preparing independent material testing and inspection services along with abatement consulting services Proposals / Bid Documents scope of services. Assist the Village to solicit bids / proposals. Evaluate proposals / bids and recommend agreement execution.
25. Review initial shop drawings for any long lead items.
26. Schedule and organize preconstruction meetings with contractors to review construction staging plan, site utilization plan & all other required preconstruction meetings with contractors & design consultants.

CONSTRUCTION MANAGEMENT SERVICES

KEY OBJECTIVES

1. The project is completed on-time and within budget, with exposure to delay claims and change orders limited to the maximum extent feasible.
2. The construction management team is comprised of fully qualified personnel. We anticipate that the team should include, at a minimum, one full-time, on-site project manager and a part-time main office project manager.
3. All suppliers and contractors are scheduled and managed to achieve consistency with the anticipated project timeline, as well as to avoid potential financial and operational costs associated with project delays.
4. All design specifications are achieved, including validating through rigorous inspection the use of appropriate materials and methods, thereby helping to ensure that the project is not only delivered in-time and within budget, but also built to provide lasting community benefit without premature structural, mechanical, or other costly failures.
5. Upon commissioning, all structural and major mechanical elements function as intended without need for repair, replacement, or other major modification, and staff are properly trained on the use and maintenance of the new facility and equipment.

DETAILED SCOPE OF SERVICES

Expanding upon the [Key Objectives](#), the following detailed services are required:

1. Assume overall responsibility for managing and coordinating all the prime contractors involved in the project.
2. Coordinate activities of utility companies and regulatory agencies.
3. Coordinate any and all utility interruptions with the Village.
4. If a phased construction project is implemented, assume overall responsibility for managing and coordinating the phased construction work to allow the pool complex or portions of the pool complex to remain open to the public during the construction period (May through September months).
5. Construction management services shall include, at a minimum, the assignment of a well-qualified, full-time, on-site project manager to supervise, inspect, coordinate, schedule, and manage the various contractors and suppliers, as well as a part-time main

office project manager to provide such services as schedule coordination, maintaining complete construction records and completing any necessary compliance and/or other reporting, including such needs as may relate to MWBE, Westchester County Department of Health, and/or any other applicable regulatory or procedural compliance needs. On-site project management staff to be approved by the Village.

6. The construction management team shall ensure that all design specifications are achieved, appropriate construction methods and materials are employed and properly inspected, construction costs are adequately controlled, and that suppliers, trades, and other contractors are properly scheduled to avoid delay claims and other time and financial costs.
7. Maintain accurate and detailed written records of the progress of the project on forms approved by the Village during all stages of construction. Maintain a daily log of activities on the jobsite, including but not limited to listing visitors to the job site, weather conditions and descriptions of occurrences at the job site. Maintain documentation and photographs of project progress. The time, date and location of the photographs must be documented. Submit written progress reports to the Village as required, but at least monthly, including information concerning the work of each contractor and the percentage of work completed.
8. Perform daily inspections of the work to assure that the Village's objectives and construction contract are being carried out in accordance with the contract drawings, specifications and all other contract documents, local laws, ordinances and regulations.
9. Assist in maintaining good relations with the surrounding community and implementation of reasonable methods to control dust, noise, lighting, odor, etc. as required by the contract specifications to minimize disturbances.
10. Review and incorporate each contractor's proposed schedule into an overall project schedule and update as required by the Village and recommend courses of action to the Village when requirements of a contract are not being fulfilled and whenever non-performing party will not take satisfactory action.
11. Develop cash flow schedules for the duration of the construction phase.
12. Obtain, review and forward to the Village and Architect all performance bonds, payment/labor and material bonds, certificates of insurance and contractor's permits.
13. Conduct weekly job meetings with all contractors and biweekly project meetings with the Village, Architect, Engineers and contractors, to discuss progress, problems, scheduling and coordination. Minutes shall be prepared and distributed to all concerned. Attend up to four (4) public meetings (night / day) as required.

14. Establish lines or authority with Village to effectively carry out all phases of the project in a coordinated basis.
15. Establish and maintain procedures for logging and processing RFIs, shop drawings, material samples, mock-ups, other submittals and off-site testing and inspection as defined by the project specifications.
16. Establish and maintain safety procedures, risk management, O.S.H.A and other programs necessary for the safe and expeditious execution of the work.
17. Arrange with each prime contractor for the delivery, storage, protection and security of all purchased items and equipment which are part of the project until they are incorporated into the project.
18. In the event that the interpretation of the meaning and the intent of the plans and specifications becomes necessary during construction, the Construction Manager shall, on behalf of the Village, consult with the Architect, ascertain the Architect's interpretation and prepare a report to the Village.
19. Review all contractors' applications for progress payments and make recommendations to the Architect and the Village for approval or disapproval. Review all contractors certified payrolls to verify that New York State Prevailing Wage Requirements are being adhered to.
20. Assist the Village in the defense of any claims made by the Architect or construction contractors against the Village in connection with the Project. Such assistance shall be covered in the lump sum fee unless and until the commencement of arbitration or litigation at which time such assistance shall be provided as an additional service at rate or fee to be mutually agreed upon by successful responder and the Village.
21. Observe, review and validate any time and material work.
22. Review all contractors' requests for change orders. Prepare independent cost estimates on work to be performed on change orders, or other extra costs which may be incurred during the progress of the work, negotiate the cost of the change order work in conjunction with the Village and make recommendations to the Architect and the Village concerning proposed change orders.
23. Inspect the project jointly with the Architect and Village periodically as required.
24. Schedule all required control & material tests and inspections including all Village & Westchester County inspections as required.

25. The Construction Manager shall assist, coordinate, and supervise all deliveries and installations of FFE items.
26. Inspect the project for substantial completion. In conjunction with the Architect, prepare a punch list of items to be completed or corrected by the contactor(s).
27. Obtain from all contractors: Guarantees; Operation & Maintenance Manuals; Keying Schedules; Record As-Builts; Bonds and Release of Liens.
28. Obtain temporary and permanent certificates of Occupancy from the Village as required.
29. Assist in the final inspection of each prime contractor's work including startup and testing of equipment, including project commissioning and turnover.
30. Recommend to the Village and Architect issuance of final Payments and completion certificates.
31. Provide the Village with all pertinent project records and files at project completion.
32. To demonstrate an understanding of the Scope of Services, the proposer shall develop and include as a project appendix an overview of each of the project deliverables, including the key deliverables highlighted above. The overviews should emphasize elements that may differentiate the firm's work products from those of its competitors, highlighting how such differentiation may maximize project cost-effectiveness and/or Village utility..

PROPOSER ACKNOWLEDGEMENT

The undersigned agrees and understands that the Village may reject all proposals, select any or all parts of proposals, in any order deemed appropriate, and also may further negotiate proposals prior to award of the Agreement.

Name of Company

Address

Village, State, Zip Code

Phone #

E-mail Address

Dated _____

BY: _____
Name (Signature)

BY: _____
Name & Title (Printed)

EXHIBIT “A”

**PROFESSIONAL SERVICES AGREEMENT
OWNERS REP AND CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2023 (“Effective Date”), by and between **FIRM**, having its principal offices located at _____, hereinafter referred to as “**FIRM**”, and the VILLAGE OF SCARSDALE, having its principal place of business at 1001 Post Road, Scarsdale, New York 10583, hereinafter referred to as the “VILLAGE”;

WHEREAS, the VILLAGE intends to enter into a professional service agreement with **FIRM** to provide Owners Rep and Construction Management services in connection with the Scarsdale Aquatic Facility Design and Reconstruction Project, hereinafter “PROJECT”, as further described in Exhibit “A” VILLAGE Request for Proposals (RFP) issued September 8, 2023 and Exhibit “B” **FIRM** Proposal, dated _____; and

WHEREAS, **FIRM** represented that it possesses sufficient professional skills and experience to perform said services in a complete, timely, and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

I. SCOPE OF WORK

The services to be performed under this Agreement involve the performance of professional services related to Preconstruction Services and Construction Management Services related to the PROJECT. **FIRM** shall perform in a proper manner to the satisfaction of the VILLAGE, the scope of services identified in Exhibit “A”, and Exhibit “B” attached hereto and made a part hereof.

II. COMPENSATION AND PAYMENT

FIRM shall provide the services described above and detailed in Exhibits “A” & “B” and the VILLAGE shall pay **FIRM** an amount not to exceed \$_____ for Preconstruction Phase Services and \$_____ for Construction Management Services. The final fee for Construction Management services will be negotiated at the completion of the Preconstruction Phase Services as stipulated in this agreement and Exhibit “A”. Should the VILLAGE identify any necessary additional services not included in Exhibit “A” & Exhibit “B” the VILLAGE and **FIRM** shall negotiate a lump sum for said additional work or utilize **FIRMS** billing rate schedule included in Exhibit “B”.

Reimbursable Expenses are in addition to compensation for basic services and include expenses incurred for: printing, reproductions, plots, standard form documents; postage, handling and delivery; and other project-related expenditures approved by the VILLAGE.

FIRM shall prepare a monthly invoice which will set forth services rendered and other charges. All amounts shall be paid within forty-five (45) days after the date the invoice is received by the VILLAGE. Whenever the amount is past due more than forty-five (45) days after receipt of the invoice, **FIRM** may suspend any further work called for by this Agreement until such account is made current. The fact that **FIRM** may continue to work beyond the time during which it may have suspended the work shall not be deemed a waiver of its rights hereunder.

III. TIME OF PERFORMANCE

Each phase of the services to be performed hereunder (Preconstruction Services and Construction Management Services) shall commence upon receipt of written authorization from the VILLAGE for the specified phase and shall be expeditiously completed consistent with professional skill, standards, and care and within the project timeframe outlined in Exhibit “A” and in compliance with the terms of this Agreement. Each phase of services will be separately authorized to commence. The VILLAGE reserves the right not to authorize the second phase of the **FIRM**’s services (to wit, the Construction Management Services).

The following are the **anticipated dates and time periods**:

Preconstruction Phase

November 1, 2023	Commencement of preconstruction phase services. Preconstruction Phase Services to take place over approximately 20 months.
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Construction Management

Construction Management Services to commence after construction contracts are executed, all approvals and permits secured, and the VILLAGE has given the contractors authorization to commence construction. It is anticipated that Construction Management services will commence within approximately 3-4 months of construction contract(s) award. As stipulated in Exhibit “A” construction management services to take place over an approximate 20-24 month period.

The anticipated dates and time periods mentioned herein are not definite dates for completion of the respective work or activity. It is understood by the parties that the VILLAGE will endeavor to have the respective work / activity completed on or before the anticipated dates and within stipulated time periods. However, the inability to complete the work or activity on or before the anticipated dates or within time periods specified herein, for whatever reason, shall not constitute a failure to perform or breach of contract.

IV. COMPLIANCE WITH LAWS

FIRM shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments in connection with the work performed hereunder.

V. SUBCONTRACT AND ASSIGNMENT

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the VILLAGE. Approval by the VILLAGE of any subconsultants shall not relieve **FIRM** of any liability or responsibility for the proper performance of the work under this Agreement.

VI. INSPECTIONS

All work performed by **FIRM** shall be subject to inspection and approval by the VILLAGE at all times, but such approval shall not relieve **FIRM** of responsibility for the proper performance of work.

VII. TERMINATION FOR CONVENIENCE

The VILLAGE shall have the right at any time to terminate this Agreement in whole, or in part, by five days written notice to **FIRM**. Upon receipt of this notice **FIRM** shall immediately discontinue performance and not incur any additional costs related to performance of its obligations under this Agreement, except to the extent authorized in writing by the VILLAGE.

In the event of termination for convenience, the VILLAGE shall pay **FIRM** for all work completed to the date of termination by applying the percentage of the services performed during the applicable phase prior to termination to the lump sum fee for such phase. However, in no event shall the VILLAGE be obligated to pay more than the aggregate contract amount considering any previously paid amounts.

VIII. DEFAULT

Should **FIRM** breach any provisions of this Agreement the VILLAGE shall retain all rights and remedies provided by law and equity and under the terms and conditions of this Agreement.

The VILLAGE shall have the right at any time to terminate this Agreement in whole, or part, if **FIRM** fails to perform any of its obligations, or if **FIRM** fails to give the VILLAGE assurance of adequate performance within ten (10) working days after written request by the VILLAGE for such assurance.;

In the event of a breach of the Agreement by **FIRM**, the VILLAGE may:

- A. Withhold payment of any further amounts that may be due **FIRM** for allegedly deficient work until the Default is corrected, and/or
- B. Declare **FIRM** to be in default,

- C. After written notification of default and failure to cure within a reasonable time, cancel this Agreement in whole or in part, and
- D. Pursue any and all other remedies afforded by law or equity.

If the termination is brought about as a result of a default (including but not limited to a default caused by unsatisfactory performance) on the part of **FIRM**, the value of the work performed by **FIRM** prior to termination shall be established by the percent of the amount of such work completed by **FIRM** that is acceptable to the VILLAGE, of the total amount of work contemplated by this Agreement less any damages and/or expenses incurred by the Village as a result of such default.

IX. INDEMNIFICATION

To the maximum extent permitted by law, **FIRM** shall be responsible for all damage to life and property due to intentional misconduct, reckless or negligent acts and omissions by it, its subconsultants, agents or employees in connection with its services under this Agreement. **FIRM** specifically agrees that its subconsultants, agents, or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that, to the maximum extent permitted by law, **FIRM** shall indemnify and hold harmless the VILLAGE from all claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys’ fees and all other costs of defense, of every name and description resulting from intentional misconduct and reckless or negligent acts or omissions during performance of the **FIRM**’s services under this Agreement. This shall include intentional acts, negligent performance of services, in addition to negligence founded upon tort, negligence based upon **FIRM**’s failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against **FIRM**, or the VILLAGE beyond such as may legally exist irrespective of this Article or this Agreement.

X. INSURANCE REQUIREMENTS

FIRM shall, during the performance of its services, maintain the following types of insurance at no less than the minimum amounts stated and with insurers satisfactory to the VILLAGE (such as an A.M. Best A- rated or better insurer, licensed to conduct business in New York State, and a New York licensed and admitted insurer):

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
1. Commercial General Liability – including contractual liability	\$ 1,000,000	\$ 2,000,000

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
a. Bodily Injury/Property Damage	\$ 1,000,000	\$ 2,000,000
b. Products/Completed Operation	\$ 1,000,000	\$ 2,000,000
c. Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000
d. Medical Expense limit (any one person)	\$ 10,000	\$ N/A
2. Commercial Automobile Liability (if applicable)	\$1,000,000 Combined Single Limit- Each Accident	\$ N/A
3. Worker's Compensation	As required by law for all employees	As required by law for all employees
4a. Employer's Liability (Bodily Injury by Accident)	\$ 1,000,000	\$ N/A
a. By Disease	\$ 1,000,000	\$ N/A
b. Each Accident	\$ 1,000,000	\$ N/A
c. Each Employee	\$ 1,000,000	\$ N/A
4b. NY State Disability	Statutory Limits	Statutory Limits
5. Umbrella/Excess Liability Insurance	\$5,000,000	\$ 5,000,000
6. Professional (E&O) Liability Insurance	\$5,000,000	\$ 5,000,000
7. Network Security and Privacy Liability	\$3,000,000	\$3,000,000
8. Commercial Crime/Fidelity Bond	\$1,000,000	\$1,000,000

The **FIRM** shall also take out and maintain during the life of this contract all applicable policies required in association with this project in the above amounts as will protect the Village of Scarsdale, their officials, employees and agents. Such policies shall include:

- (1) An endorsement that the insurance company will give at least thirty (30) days written notice to the Village of Scarsdale prior to modification or cancellation of any such policy.
- (2) An endorsement naming the Village of Scarsdale and its officials as additional insured
- (3) An endorsement that the FIRM's insurance shall apply as primary and non-contributory of any insurance maintained by the Village of Scarsdale.
- (4) Waiver of subrogation provision in favor of Village of Scarsdale.

Proper certificates of the above-mentioned policies must be submitted prior to the commencement of any services. All required insurance must be in effect and continued for the duration of this Agreement, at the FIRM's expense and is subject to the approval of the Village Attorney as to adequacy, form and correctness. No services shall commence or payments will be made to the FIRM until submission and approval of the insurance certificates. If any of the policies are written on a claim made basis, the policies must be in effect for 3 years after the contract termination. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.

The FIRM hereby agrees to effectuate the naming of the Village and all of its salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, while performing duties on behalf of the Village as Additional Insureds on the FIRM's insurance policies, except for workers' compensation and N.Y. State Disability insurance. The policy(ies) naming the Village as an Additional Insured shall state that the FIRM's coverage shall be primary and non-contributory coverage for the Village and all of its salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, while performing duties on behalf of the Village with a waiver of subrogation in favor of the Village including Workers Compensation. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Village (CG 20 26 or equivalent). The decision to accept an endorsement rests solely with the Village. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable), Professional (E&O) Liability and Umbrella/Excess coverages.

At the Village's request, the FIRM shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested by the Village, the FIRM will provide a copy of the policy endorsements and forms.

The FIRM agrees to indemnify the Village for applicable deductibles and self-insured retentions.

The FIRM acknowledges that failure to obtain and maintain the types and amounts of insurance required in this Section constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the Village. The FIRM is to provide the Village with a certificate of insurance, evidencing the requirements of this Section have been met, prior to the provision of services. The failure of the Village to

object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the Village.

If the FIRM utilizes independent contractors or consultants, then the FIRM must provide verification that coverages extend to the independent contractors or consultants. If independent contractors or consultants are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided to the Village.

XI. INDEPENDENT CONSULTANT

FIRM shall perform services in accordance with the terms and conditions of this Agreement as the VILLAGE's independent consultant and is responsible for the means and methods used in performing services under this Agreement. The relationship between the VILLAGE and **FIRM** is that of a consultant to the VILLAGE without any employer/employee relationship. The VILLAGE shall be the general administrator and coordinator of **FIRM** services for the Project.

XII. DISPUTE RESOLUTION

This Agreement shall be governed by, and interpreted under, the laws of the State of New York. The venue for mediation, arbitration or legal proceedings arising out of this Agreement shall be Westchester County, New York.

All claims, counterclaims, disputes, and other matters in question between the VILLAGE and the **FIRM** shall be decided by either mediation, negotiation, arbitration, or in a court of competent jurisdiction. The VILLAGE, in its sole discretion, shall specify and choose the method of conflict resolution.

XIII. AGREEMENT DOCUMENTS/SUPPLEMENTS

The following exhibits, supplements or addendums form an integral part of this Agreement and shall be incorporated herein by reference:

Exhibit "A" - Village RFP issued September 8, 2023.;

Exhibit "B" - **FIRM** proposal dated **DATE**.

XIV. SEVERABILITY

In the event that any provision, clause, paragraph or part of this Agreement is found to be unenforceable or unlawful for any reason such provision, clause, paragraph or part shall be stricken from this Agreement and the remaining provisions, clause, paragraph or parts shall remain fully enforceable.

XV. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583

FIRM

Name: _____
Printed

Name: _____
Printed

Name: _____
Signature

Name: _____
Signature

Title: _____

Title: _____

Date: _____

Date: _____