

TOWN OF MONTOUR REQUEST FOR PROPOSAL

Bid Number: RFP 110124: Town of Montour Architectural/ Engineering Services for Havana Glen Park

Bid Description: Town of Montour Architectural/ Engineering Services for Havana Glen Park Bathhouse Replacement or Renovation

RFP Contact: Gloria Stiger, Town Clerk

Email: Clerk@townofmontourny.com

The Town of Montour is seeking to procure architectural/engineering services for the Havana Glen Park Bathhouse Renovation or Replacement. Requirements The Town is seeking at least three concepts for the renovation/ replacement to include: Complete Renovation of the current bathhouse, addition of showers to the other bathroom in the park, replacement of the current bathhouse with a new site built or prefabricated bathhouse. The town will select the desired concept and work with the selected architect/ engineer to finalize the design. All project components must be completed in compliance with the NY State Office of Parks, Recreation, and Historic Preservation.

DESCRIPTION OF SERVICES

A. Executive Goals and Objectives: The Architect/ Engineer will discuss with the Town ideas concerning factors that will contribute to the final project. This discussion will include present and future bathhouse usage, budget, schedule, review and approval process, key areas of concern, and any other pertinent issues.

B. Project Concepts: The Architect/ Engineer will develop a minimum of three project concepts to include: Complete Renovation of the current bathhouse, addition of showers to the other bathroom in the park, replacement of the current bathhouse with a new site built or prefabricated bathhouse. The Architect/ Engineer will present the concepts to the town board and public to include estimated costs, schedule, and other pertinent information, listing the pros and cons of each concept.

C. Final Design: Based on the approved concept, the Engineer/ Architect will prepare final electronic and hardcopy plans to be used for bathhouse construction, renovation, or replacement and for team coordination.

D. Bid Documents: The Architect/ Engineer will prepare the Construction Documents to be issued in final form in PDF and AutoCAD formats for the town's use. These documents will be used to obtain contractor pricing, building permits, and achieve final build out.

These documents will include, but are not limited to: Cover Sheet, Specifications, Standards and Schedules, Demolition Plans, Architectural Plans, Electrical Plans, Mechanical Plans, Plumbing Plans, Structural Plans, Lighting Plans, Finish Plans, and Landscaping Plans.

The Architect/ Engineer will meet with the client to review the Construction Documents for approval. This will occur before the submission for permit. The Architect/ Engineer will complete a Permit Set of documents showing all required information necessary to obtain a building permit in the Town of Montour. Provide the required number of signed and sealed plans required by the Town of Montour. Provide a final set of "For Construction" documents incorporating all Permit and Client comments and changes.

Once bids are received, the Architect/ Engineer will work with the town to qualify those bids and present to the client with a Bid Comparison Matrix comparing the bids, Answer Bid RFI's in a timely manner so as to not delay start of construction towards the targeted Completion Date, and Consult with the town on the final selection of a General Contractor.

PROPOSAL DETAILS and REQUIREMENTS

Proposals must include:

- Title Page – Legal name of the proposer, address, telephone number, year firm was established, type of firm, and date of submittal
- Purpose – Brief statement of the proposer's philosophy, interests, and goals for the project.
- Firm – Brief description of the firm including the proposed Project Manager, proposed Project Principal, support team and sub-consultants.
- Similar Projects – List at least three similar or comparable projects completed by the Consultant firm for non-profit organizations and public agencies with project contact information. Include resumes of all project team members.
- Scope of Work and Strategy – Briefly outlines the consultant's proposed methodology and strategy. The scope of work should be divided into various phases proposed to accomplish the project, with itemization of tasks required to accomplish the proposed scope and proposed deliverables for each task. Include estimated number of meetings and estimated number of hours needed for each task.
- Cost Effectiveness – The Consultant's submission should include proposed compensation and billing rates and terms and include an estimate for reimbursable expenses. State any exclusions, assumptions, or qualifications to the proposal.
- Expenses – State any exclusions, assumptions, or qualifications to the proposal. Negotiation on fee structure may be part of the selection process.
- Financial Stability – Statement regarding firm's ability to meet cash flow needs and maintain service levels and deliverables schedule if payment cycle is 60 days behind performance of service.
- Schedule – Proposed schedule for completion of tasks identified. References with Project Administrator Firms should have extensive, references, deliverables timeline.
- Proof of insurance - Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate
- One copy in hardcover and PDF

Project Name & RFP Number must be included on ALL documentation

This project is funded in part by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993. Under Article 15A, Executive Law, the State of New York is committed to providing Minority and Women Owned Business (MWBE) equal opportunity to participate in government contracts. Though there are no required goals for MWBE participation in this grant funded project, the successful bidder will be required to make a Good Faith Effort in the utilization of MWBE's and furnish reports showing the participation of various business enterprises of subcontractors and suppliers on the contract.

The Town of Montour has been and will continue to be an equal opportunity organization. All qualified Minority and Women-Owned Business Enterprise (MWBE) suppliers, contractors and/or businesses will be afforded equal opportunity without discrimination because of race, religion, national origin, sex, age, disability, sexual preference or Vietnam Era Veterans status.

All bids must be completed in compliance with the NY State Office of Parks, Recreation, and Historic Preservation (see below).

Sealed proposals will be accepted at the Town of Montour physically located at 35 Havana Glen Road Montour Falls, NY 14865 or by mail at P.O. Box 579 Montour Falls, NY 14865, on or before **December 6, 2024 at 12pm**, at which time the proposals will be opened publicly and read allowed.

Additional Proposal information may be obtained by emailing Gloria Stigers at clerk@townofmontourfalls.com. All questions must be submitted by Monday, December 2, 2024. Answers will be provided by Tuesday, December 3, 2024. All questions and answers will be placed on the Town homepage for vendor review.

The Town of Montour reserves the right to reject any or all proposals and to waive any or all informalities or irregularities in any proposal. The Town reserves the right to award as it deems in the best interest of the Town of Montour. No proposal may be withdrawn after opening.

NOTICE TO CONTRACTORS, SUBCONTRACTORS, SUPPLIERS AND VENDORS

This project is funded in part by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993. All contracts and subcontracts for the project are subject to the terms of the State of New York Contract for Grants (SNYCG) -- Standard Terms and Conditions, which can be found online at <https://grantsmanagement.ny.gov/state-agency-resources>, Appendix A (A), Attachment A-1 (A1) and Attachment A-2 (A2), attached hereto. *If any other funding sources are involved in the project, the grantee is responsible for compliance with the program requirements for those funding sources.*

Note particularly the following requirements:

- The State's right to review and approve every subcontract in excess of \$100,000. *SNYCG III (B)(2)*
- The requirement that subcontracts contain provisions specifying (1) that work accord with the terms of the State of New York Contract for Grants, (2) that nothing in the subcontract will impair the rights of the State under the State of New York Contract for Grants, and (3) that nothing in the subcontract, nor under the State of New York Contract for Grants creates any contractual relationship between the subcontractor and the State. *SNYCG III (B)(2)*
- Contractor's responsibility to submit vendor responsibility information to the State, including a Vendor Responsibility Questionnaire for subcontracts that equal or exceed \$100,000. *SNYCG III (B)(4)*
- Non-discrimination requirements *A(5) and A1(F)*
- Equal Opportunity provisions, including a requirement that the following provisions be included in construction subcontracts in excess of \$25,000:
 - o The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
 - o The Contractor will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
 - o The Contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action will mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
 - o At the request of the State, the Contractor will request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
 - o The Contractor will state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. *A(12) and A1(F)*
- Wages and Hours Provisions *A(6)*
- New York State business requirement *A(20)*
- Worker's Compensation and Disability Benefits Insurance coverage *SNYCG III (I) (L), A (4), A1(E)*

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

- A. Notice.** For purposes of notice as contained in this State of New York Contract for Grants (Contract), Standard Terms and Conditions, Section I(G):
1. The **State's designee** will be the STATE AGENCY identified on the Face Page. Document submission and inquiries should be directed to the designated STATE AGENCY representative.
 2. The **Contractor's designee** will be the CONTRACTOR NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the Face Page.
- B. Payment** will be made to the NYS Vendor ID Number at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.
- C. Changes to Budget and Program Work Plan.** Changes will not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I(D) of this Contract.
- D.** It is the Contractor's responsibility, pursuant to Sections 57 and 220 (8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have **Workers' Compensation and Disability Benefits Insurance** coverage for any employees, or proof of exemption from the New York State Workers' Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.
- E. Non-Discrimination:**
1. If the project involves development or acquisition of public facilities, the Contractor will not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
 2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.
- F. Termination.** In addition to the options available to the State in the Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at its option may require the Contractor to bring the project to a point of educational/interpretive, historical, recreational or conservation usefulness as determined by the State.
- G.** Documents submitted to the State may be subject to disclosure under the **Freedom of Information Law**.
- H. Non-Sectarian Purposes.** The Contractor agrees that funds made available as shown in Attachment B will only be used to achieve the intended public benefit and will not be used for any sectarian purposes.
- I. Archeology.** In the event of any unanticipated archeological discoveries, the Contractor will stop all work

and notify the State immediately. Work will not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention will be given to any discovery of burials, graves, or human remains.

J. Preservation of Historic Properties. It is the public policy and in the public interest of the State to preserve New York's historical, archeological, architectural and cultural heritage. All activities under this Contract will be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties will conform to The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeological Documentation or any other applicable Secretary of the Interior's Standards (collectively referenced as STANDARDS), which are available from the State.

K. Post-Completion Requirements. Where the project involves acquisition of equipment or acquisition of or improvement of real property, the Contractor will be responsible for maintaining and operating the equipment, property, and/or improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State will have the right and responsibility to inspect the project and property for compliance.

L. Construction Requirements. If the Project described in this Contract includes construction, the following will apply:

1. Contract plans, specifications, and cost estimates will be submitted to the State for review prior to the letting of any construction contract by the Contractor. The State will verify that the plans, specifications and cost estimates are in conformance with the work described in Attachment B and will so notify the Contractor in writing; the State will further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. All plans and specifications as reviewed will become part of this Contract, and no change or revision may be made to such plans and specifications without the express written consent of the State.
2. The Contractor will be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS Appendix A to 41 CFR part 101 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building (I) (Code (parts 1219 1228 of Title 19 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled will apply.
3. It is the Contractor's responsibility to assure that all work on the project complies with the State Environmental Quality Review Act, receives all required permits in advance, and complies with all applicable Federal, State and/or local laws including, but not limited to, zoning ordinances and building codes.

M. At the discretion of the State, an **Agreed Upon Procedure Review** may be required of the grant performed by a representative of the STATE or a certified public accountant procured by the STATE or the CONTRACTOR currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with Government Auditing Standards issued by the Comptroller General of the United States of America to the satisfaction of the STATE.

N. The State may make **periodic inspections** of the project both during its implementation and after its

completion to assure compliance with this Contract. The Contractor will allow the State unrestricted access to work during the preparation and progress of the work and provide for such access and inspection by the State in all construction contracts relating to the project.

**ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS
ENVIRONMENTAL PROTECTION FUND**

- A.** Funding for this project is provided pursuant to the terms of the Environmental Protection Act, Title 9 of Article 54 of the Environmental Conservation Law and governed by the Rules and Regulations set forth in 9 NYCRR Sections 439-443.
- B. Procurement:** All goods and services required for this project must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against nepotism, favoritism, improvidence, extravagance, fraud and corruption.
1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law will be included with the applicable request for reimbursement.
 2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, as outlined in section 103 of General Municipal Law, or if the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to, competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures and/or documentation of the specific procurement process used for those expenditures.
- C. Retroactive funding.** Notwithstanding the provisions of Section A (2) of the Attachment D: Payment and Reporting of this State of New York Contract for Grants ("Contract"), program regulations set forth in 9 NYCRR 440.5 (Project sponsor's match) permit retroactive reimbursement of certain expenses, when those expenses are included in the project Budget.
- D. Project Sign.** At the commencement of the work described in the Work Plan, the Contractor will erect a sign at the project site noting the State's assistance to the project. The project sign specifications and term length for this requirement are set forth in Attachment E (Special Conditions and Requirements).
- E. Public Benefit Requirements.**
1. In order to ensure a public benefit accrues from an acquisition, development or construction project that is being funded the Contractor will:
 - a. Afford the public reasonable access to or use of the project as specified by the State;
 - b. Include a provision that no rule or regulation of a municipality will restrict the use of, or access to, a project by non-residents of the municipality;
 - c. Not impose a fee for use of or access to the project without the prior written approval of the State;
 - d. Own or hold by lease or maintain and operate the project as specified by the State;
 - e. Not allow operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, license or other arrangement without

first obtaining the written approval of the State;

- f. Not alter, demolish, sell, lease or otherwise convey the project, in whole or in part, or permit a change in use of the project, without the prior written approval of the State; and
 - g. Submit all plans in writing for restoration, rehabilitation, improvement, demolition or other physical change to the completed project for State approval before work commences.
2. Other public benefit requirements specific to this project, including the term length of any property restriction (e.g., preservation covenant or public access covenant) and the legal mechanism for enforcing the restriction as specified by the State are set forth in Attachment E (Special Conditions and Requirements).
 3. Parkland acquired or improved by a municipality will not be sold, leased, exchanged or otherwise disposed of (collectively, "disposed of") or converted to other than public park purposes without the express authority of an act of the Legislature, which will provide for the substitution of other land of equal environmental value and fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other additional requirements as will be required by the State.
 4. Land acquired for recreation or conservation purposes by a not-for-profit organization will be subject to a conservation easement (see, Title 3 of Article 49 of the Environmental Conservation Law) to be held by the State. Parkland will not be disposed of by the not-for-profit organization except to the State, a local government unit or another qualifying tax-exempt not-for-profit organization that will be required to use it for recreation or conservation purposes. Disposal to any other entity of parkland acquired for recreation or conservation purposes by a not-for-profit corporation will require the express authority of an act of the Legislature.

F. Planning Requirements.

1. All planning documents, plans and specifications must be accepted by the State before the Contractor awards contracts for the project or the subject property. These must be prepared by a qualified professional accepted by the State.
2. Any documents developed under this Contract will include recognition of funding through the Environmental Protection Fund from the Office of Parks, Recreation and Historic Preservation.

- G.** In the case that this grant involves **State-owned land**, the grant recipient will have in place a current, approved agreement with the agency of jurisdiction that specifies compliance for the elements funded with this grant as set forth in all Attachments included as part of this Contract.

ATTACHMENT A-3
ARTICLE 15A
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the Town of Montour to provide equal employment opportunity to all people without regard to race, color, sex, religion, age, national origin, disability, sexual preference, or Vietnam Era Veteran status. As head of the organization, I am personally committed to assuring that our organization will act affirmatively to develop avenues of entry and mobility for minorities, women, individuals with disabilities, and Vietnam Era Veterans through the following activities:

- Development of programmatic approaches to the elimination of all unjust exclusionary employment practices, policies and consequences;
- Development of educational and training programs for all employees, with emphasis on our goals for upgrading minorities, women, individuals with disabilities and Vietnam Era Veterans;
- Development of personnel practices, policies and career ladders to assist and encourage upward mobility of employees restricted to lower levels;
- Development of mechanisms for swift and judicious resolution of complaints of discrimination consistent with our policy, and other applicable statutes; and
- Provision of reasonable accommodations to enable qualified individuals with disabilities to enjoy equal employment opportunities and equal terms, conditions and privileges of employment.

To effectuate this policy, we have designed a plan which conforms with all relevant Federal and State non-discrimination laws and regulations including but not limited to: The Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, the Vietnam Era Veteran's Readjustment Act of 1974, and the New York State Human Rights Law. The plan applies to all job classifications and titles in this organization's jurisdiction. It governs all our employment policies, practices and actions including, but not limited to: recruitment, hiring, discipline, rate of pay or other compensation, advancement, reclassification, reallocation, promotion, demotion, discharge and employee benefits. I will see that the Affirmative Action Office is provided with all available resources necessary for the execution of its program responsibilities. Moreover, all managers, supervisors, and employees must make consistently diligent efforts to implement this policy in day-to-day program and employment decisions. Affirmative Action considerations will be an integral part of all organizational activities performed in the furtherance of our mission and in meeting our responsibilities to the State's citizens.