

**Request for Proposals
For Architectural and Engineering Services for the
Headquarters of
Cornell Cooperative Extension of Erie County
Burton Road
Orchard Park, NY 14127**

**Released: March 8, 2021
Proposals Due: March 31, 2021**

Introduction:

Cornell Cooperative Extension of Erie County (CCE Erie) is a subordinate governmental agency with an educational mission that operates under a form of organization and administration approved by Cornell University as agent for the State of New York. It is tax-exempt under section 501(c)(3) of the Internal Revenue Code. The association is part of the national cooperative extension system, an educational partnership between County, State, and Federal governments. As New York's land grant university Cornell administers the system in this state. Each Cornell Cooperative Extension association is an independent employer that is governed by an elected Board of Directors with general oversight from Cornell. All associations work to meet the needs of the counties in which they are located as well as state and national goals.

CCE Erie's main office is currently located on the Roycroft Campus at 21 S. Grove Street, East Aurora, New York. CCE Erie uses local experience and research-supported solutions to build stronger communities. CCE Erie provides educational programs to county residents in Agriculture and Natural Resources, 4-H Youth Development, Nutrition, and Consumer Horticulture.

With the support of many local donors, CCE Erie purchased the Print Shop building on the historic Roycroft Campus over 60 years ago. The building, known for those many years as the Farm and Home Center, was an ideal facility in which to offer Cooperative Extension programming. In 2015, the Roycroft Campus Corporation purchased the Print Shop to further their mission, and CCE Erie currently leases office space in the Print Shop. CCE Erie plans to honor the commitment of the original donors by investing in a headquarters campus to offer current, hands on training, and educational programming to adults and youth in our community.

Project Description

Cornell Cooperative Extension of Erie County (CCE Erie) is undertaking an ambitious plan to build a flagship headquarters campus on Burton Road in Orchard Park. A survey of the parcel is attached, see the triangular 15 acre parcel on Exhibit C.

The headquarters campus will include the following on 15 acres:

1. Headquarters building to accommodate office space, and meeting space
2. Parking to support programming
3. Greenhouse/hoop house
4. Test gardens
5. Agricultural fields for trial plantings
6. Multi-use equipment/training barn
7. Horse barn
8. Outdoor riding/show arena

The campus requires a Master Plan but the only building that will be completed in the first phase is the headquarters building.

Projected space allocation for headquarters building:

- Workstations/offices for:
 - 8 educators
 - 3 administrative assistants
 - 1 finance assistant
- 2 – 100 sq ft flex offices
- Individual office space for:
 - 1 finance coordinator
 - 1 operations manager
 - 1 executive director including space for large desk and small table for meeting of 3 people
 - Master Gardener – small office/laboratory space
- 200 sq ft of storage space
- 150 sq ft archive room
- Meeting space that includes:
 - Maximum capacity of 100 people with ability to split the large room into 3 smaller rooms with movable partitions.
 - Built in projection screen, projector with latest technology.
 - Kitchen that includes stovetop/oven, refrigerator, microwave, sink, cabinet/storage space, counter space for food prep, adjacent to the large meeting space.
 - Restrooms
 - Breakroom
- Parking for up to 50 cars (typical workday has 10-12 cars)
- Additional considerations:
 - Alternative energy options for the building
 - Ability for building expansion at later date if needed
 - Maximize storage space throughout the building

CCE Erie is soliciting proposals for architectural and engineering services for this project. The scope of work will include architecture; MEP design including power, sanitary, heating ventilation air conditioning, fire protection; civil design and structural design. The project will include programming, schematic design, Town of Orchard Park municipal approval, construction documents, interior design, permitting, assistance with the bidding process; construction monitoring and commissioning. Please identify the team of consultants working on this project. Consideration will be given to minority and women owned business consultants.

The project will be divided into the following phases:

Schematic Design and Planning Board Approval

1. Meet with CCE Erie staff to determine a program for the building and site.
2. Prepare several schematic design options and present it to CCE Erie staff and selected Board of Directors.
3. Complete a topographic survey of the parcel.

4. Finalize the schematic design, based upon direction from CCE Erie staff. This phase to include schematic site plan, building floor plans and elevations. Present to CCE staff and select Board of Directors.
5. Prepare a preliminary construction budget.
6. Coordinate the preparation of documents with CCE Erie's attorney for presentation to the Town of Orchard Park.
7. Town of Orchard Park may require a full engineered civil design package, for municipal approvals.
8. Attend Town of Orchard Park meetings with CCE Erie's attorney.

Construction Documents and Bidding Phase

1. Prepare design documents and specifications including the following:
 - a. Floor plans
 - b. Exterior elevations
 - c. Interior elevations
 - d. Critical building sections and details with structural details
 - e. Mechanical, electrical fire protection and plumbing design
 - f. Civil design for the entire campus, including curb cuts from Burton Road and Powers Road
2. Assist in the bidding process with invited General Contractors
3. Prepare a NYS Building Code analysis and sealed construction documents for submittal to the Town of Orchard Park.
4. Respond to all RFI's from subcontractors
5. Assist in the preparation of the AIA contract between the Owner and the General Contractor.

Construction Services Phase

1. Shop drawing and submittal review
2. Testing and inspections
3. Change Orders
4. Routine Inspections
5. Contract Document Interpretation
6. Progress Payment Review
7. Change Orders
8. Project Close out

Selection Criteria

- Experience
- Similar completed projects
- Familiarity with Orchard Park review process
- Cost for services

Selection Process

- CCE Erie Capital Project Committee review of proposals, interviews, and recommendation to Board of Directors.
- CCE Erie Board of Directors review of Committee recommendation, and final approval.
- Contract approval by CCE Erie risk management firm.

Insurance and Contract Requirements

See Exhibits A and B.

Schedule and Questions

Release of RFP: March 8, 2021

Proposals Due: by 3:00 pm on March 31, 2021 to Diane Held at dbh24@cornell.edu

Interviews: week of April 19, 2021

Final approval: April 27, 2021

Hire Date: May 12, 2021

The sole contact for RFP questions and clarifications will be the Executive Director, Diane Held, via email only: dbh24@cornell.edu.

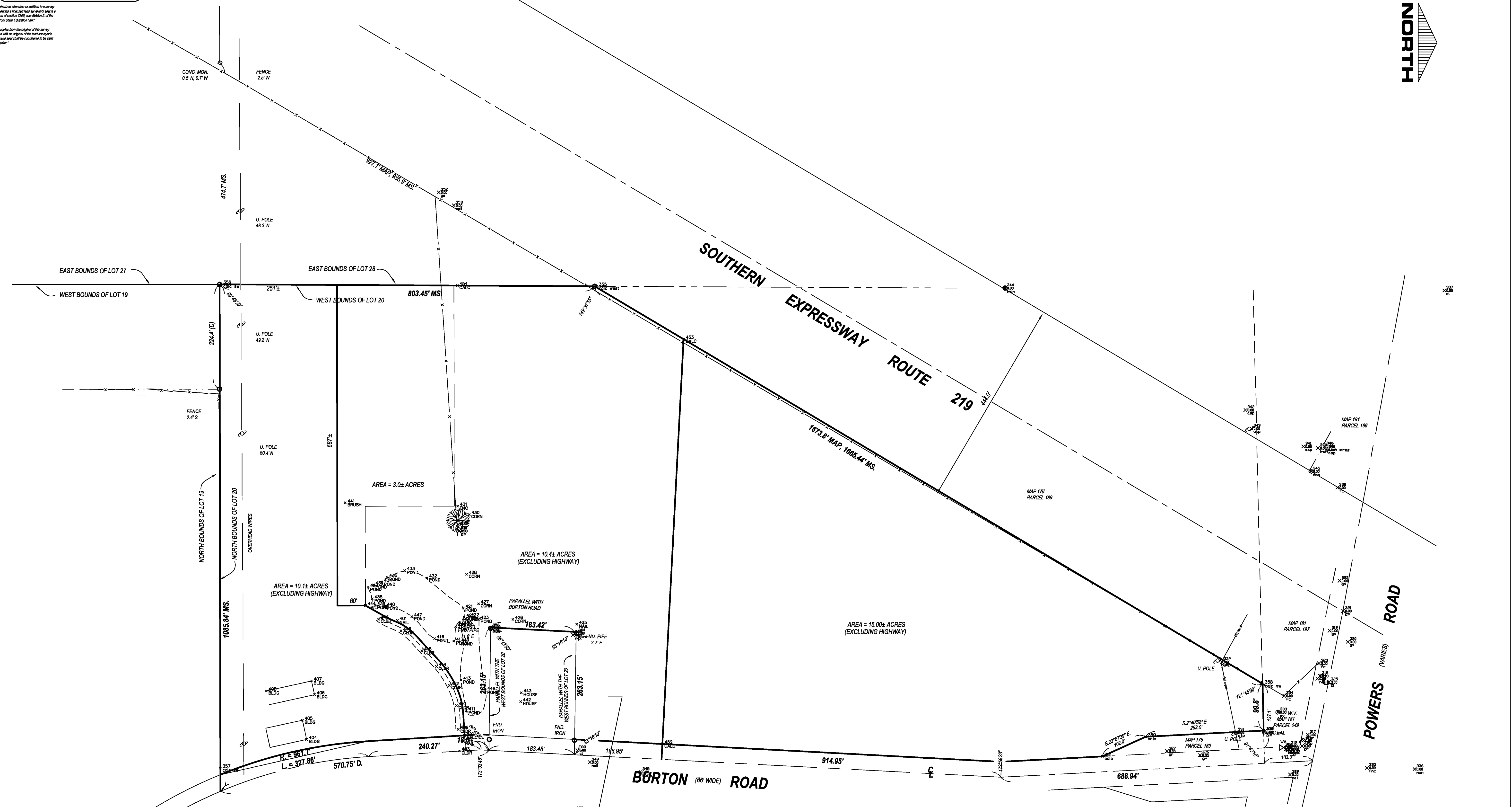
Additional Information

All proposals prepared in response to this RFP are at the sole expense of the proposer, with no claim for reimbursement from CCE Erie for any expenses of the preparation. This RFP is not a bid.

It is CCE Erie's intent to select the consultant that provides the best solution for the Association's needs. CCE Erie reserves the right to amend this RFP. CCE Erie reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the Association.



"Unlawful alteration or addition to a survey map bearing a Surveyor's seal is a violation of Section 1305, sub-section 1, of the New York State Education Law."
 "Only copies from the original of the survey map bearing a Surveyor's seal is a violation of Section 1305, sub-section 1, of the New York State Education Law."
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- NOTES:
- 1.) This survey was prepared without the benefit of an up to date abstract of title and is subject to any state of facts that may be revealed by an examination of such.
 - 2.) All features indicating easements, agreements, reservations & rights, in premises are not shown on this map & is subject to the following deeds of record.

SURVEY OF:
 PART OF LOT 20, T.9 - R.7, H.L.C.S.
 TOWN OF ORCHARD PARK, ERIE COUNTY, NEW YORK
 SCALE: 1" = 100' DATE: APRIL 21, 2008

NOTES:
 1.) This map is subject to all easements, agreements, reservations or rights if any, in premises and as recited in the following deeds of record.

RICHARD J. ARONICA
 LAND SURVEYOR NYS 49799
 2080 SHERMAN AVENUE
 P.O. BOX 339
 NORTH COLLINS, NEW YORK 14111
 PHONE: 716-337-3420

CCEVendor EXHIBIT A WITH Professional and No Excess

**EXHIBIT A
VENDOR INSURANCE REQUIREMENTS**

Insurance Schedule

Identified Insurance means those insurance policies identified in the chart below. Identified Insurance requirements may be modified in a Statement of Work.

Vendor shall (and shall cause each of its subcontractors to) comply with the requirements set forth in this Insurance Schedule. All further references to "Vendor" herein are intended to include Vendor and its subcontractors.

Vendor shall, at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best's Ratings of A or higher in good standing and qualified to do business in each jurisdiction where the work is performed.

Insurance	Minimum Limits
Workers Compensation and NYS Disability	Statutory limits as Required by Law. If No Employees, INITIAL HERE _____
<u>Commercial General Liability</u> ¹	\$1,000,000 per occurrence \$1,000,000 personal and advertising injury \$2,000,000 products and completed operations aggregate \$2,000,000 general aggregate
<u>Automobile Liability</u> - Owned (If any), Hired, and Non-Owned	\$1,000,000 combined single limit
Professional liability / Errors and Omissions ²	\$1,000,000 per claim \$1,000,000 annual aggregate

Other Insurance Provisions

1. The Identified Insurance shall include the following provision on the Commercial General Liability and Umbrella insurance policies to name the following as additional party insureds (Additional Insureds), covering all the activities of Vendor with respect to the performance of this Agreement:

"Cornell Cooperative Extension of _____ County, its officers, directors, employees and agents are hereby named as Additional Insured."

2. The Identified Insurance shall also:
 - a. require us to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy;
 - b. be primary to insurance maintained by us or our affiliates (and insurance maintained by us and/or our affiliates shall be non-contributory to such insurance);
 - c. endorsed to waive rights of recovery by subrogation in favor of us and our affiliates; and
 - d. in the case of policies or provisions relating to products, completed operations and professional liability, survive termination or expiration of this Agreement.

¹Such limits may be provided through a combination of umbrella and primary policies, in form no less broad than a standard ISO CG 00 01. Such insurance shall include products-completed operations coverage with a limit of no less than \$1,000,000 per occurrence.

²If coverage is written on a claims-made basis, any retroactive date shall be no later than the effective date of this Agreement; and continuous coverage shall be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that services under this Agreement are completed. Coverage shall include defense costs and shall apply to liability arising from Vendor's, acts, errors, and/or omissions.

3. Vendor shall furnish to us upon request certificates of insurance evidencing all Identified Insurance (including without limitation, an Acord form) and, at least thirty (30) days prior to the expiration of a policy, certificates evidencing additional or renewal policies.
4. All Identified Insurance shall be written on an occurrence basis except for Vendor's professional liability insurance, which may be written on a claims-made basis. Any deductibles or self-insured retentions shall be the sole responsibility of Vendor, and coverage shall apply for the benefit of us and all additional parties insured as if no deductible or self-insured retention applied.
5. To the fullest extent allowed by law, Vendor hereby waives all rights of recovery in favor of the Additional Insureds and the Indemnitees.
6. Vendor shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Vendor shall bear the risk of loss with respect to any of its expenses or loss of income.
7. The insurance required herein shall be written for not less than minimum amounts or greater if required by law, except that if Vendor procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein.

Vendor Full Name, Entity: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B
Cornell Cooperative Extension
OUTSIDE VENDOR CONTRACT (NO CONSTRUCTION)

This **SERVICES AGREEMENT** (“Agreement”) is between _____ (“Vendor”), a corporation located at _____ and CORNELL COOPERATIVE EXTENSION of Erie County and its affiliates, (“Extension”, “we”, “us” or “our”), with its corporate headquarters at 21 S. Grove St. East Aurora, NY 14052 and is effective _____ (“Agreement Effective Date”).

1. **SERVICES DESCRIPTION** (*Fully Describe Services to be performed, attach proposal or purchase order documents and note here*):

2. **PROCESS; TIMELINE DESCRIPTION:**

3. **TERM AND TERMINATION.** This Agreement shall commence as of the Effective Date and shall continue until:

4. **FEES; PAYMENT:**

Payment shall be on a monthly reimbursement basis, within 30 days of receipt of an invoice only for expenses per the attached budget and budget justification.

The making of any payments by us, or receipt thereof by Vendor, shall not be evidence of our acceptance of additional terms set forth in the invoice or our waiver of any warranties or requirements hereunder. We expressly reject any terms contained in any of Vendor’s invoices.

5. **WARRANTIES.**

- a. **Infringement.** Vendor warrants that the Services and Deliverables, if any, provided hereunder will not infringe on any third party’s intellectual property or moral rights, nor upon any third party’s rights of personality or publicity.
- b. **Authority.** Each party warrants that: (i) they have the power and authority to enter into and perform this Agreement; (ii) the Agreement will be a legally valid and binding obligation enforceable against either party; and (iii) there are no pending or threatened litigation actions, claims or proceedings, and there are no pending judicial or administrative orders or rules, that would materially impact their ability to perform hereunder.
- c. **Performance.** Vendor warrants that it will perform its obligations in a timely, workmanlike manner, in accordance with industry best practices and agreed specifications.
- d. **Compliance with Laws.** Vendor warrants that neither its execution of this Agreement nor its performance of the Services violate any applicable law, regulation, or rule of any authority having jurisdiction, including without limitation OFAC (including without limitation, privacy, import, export, currency control, labor, hazardous materials, safety and environmental laws, rules and regulations), or any contract between Vendor and any other person or entity. Each party warrants that it shall comply with all applicable federal, state and local laws and regulations.
- e. **Insurance.** Vendor warrants that it will maintain insurance in accordance with the requirements contained in Exhibit A, hereto, for the entire time this Agreement remains effective.
- f. **Information.** We shall provide Vendor with information reasonably necessary to perform the Services, and reasonable access to personnel and other reasonable assistance required. We warrant that to the best of our knowledge all information provided hereunder will be accurate and complete in all material respects.
- g. **Personnel.** Vendor warrants that it will retain qualified personnel and provide any training, tools, supplies or other resources necessary to perform the Services. Vendor will ensure that its employees at all times observe our security policies and, when performing Services on our premises, our workplace policies. Vendor represents that it shall only assign personnel that are legally eligible to work, have successfully completed a background check and that all assignments shall be in compliance with applicable equal opportunity laws, all of which Vendor shall certify if we request.
- h. **Registration.** Vendor warrants that it is registered with all necessary state regulatory authorities and that it is not listed on any state debarment lists, and that it, upon demand, shall provide proof of such registration to us.

6. INDEMNIFICATION. To the fullest extent permitted by law, Vendor shall indemnify, defend, and hold us and our respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out

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of or resulting from, or alleged to arise out of or arise from, the performance by the Vendor or any of Vendor's subcontractors of this Services Agreement, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Vendor or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party.

7. **ACCESS TO PREMISES.** We make no representations with respect to the physical conditions or safety of our premises. Vendor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Services and all property and persons which may be affected by its operations in performing the Services.

8. **INDEPENDENT CONTRACTOR; EMPLOYEES:** Each party is an independent contractor and not the other's agent, partner, fiduciary or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or assume or create any obligation on the other's behalf.

9. **NOTICES.** Any notices specified herein shall be in writing and deemed given or made if delivered: (a) by personal delivery with signed receipt; (b) by reputable courier with signature required; (c) by United States registered or certified mail, postage prepaid, return receipt requested. Notices shall be delivered to the parties at the addresses set forth above or as otherwise designated in writing. The parties agree that general operational communications may be transmitted via e-mail or facsimile between the parties' authorized business contacts.

10. **LIMITATION ON DAMAGES.** EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE HEREUNDER TO CLAIM OR RECOVER PUNITIVE DAMAGES. Neither party shall be liable for indirect, special or consequential damages arising out of or relating to this Agreement, except where such damages arise out of or relate to the party's intentional, reckless, or grossly negligent acts or omissions.

11. **AGREEMENT.** This Agreement contains the parties' entire understanding relating to its subject matter and supersedes all prior discussions, understandings and agreements. No alteration or modification of this Agreement shall have any force or effect unless in a written instrument signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original but together constitute one and the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. If any provision hereunder shall be held invalid, unenforceable or in conflict with any applicable law or regulation, this Agreement shall be considered divisible and the validity of the remaining provisions shall not be affected. No waiver or failure of either party to keep or perform any term or condition hereof will be deemed a waiver of any preceding or succeeding breach of the same or any other term or condition. The remedies herein provided shall be deemed cumulative, and the exercise of one will not preclude the exercise of any other nor will the specification of remedies preclude other remedies available at law or in equity. This Agreement shall be binding upon and inure to the benefit of us, Vendor, and the respective successors and assigns of each. All consents, approvals, notices, requests and similar actions to be given or taken by either party shall not be unreasonably withheld or delayed and each party shall only make reasonable requests. Headings shall not be used for interpretation. Sections 6, 7, 8, and attached Exhibit A conditions shall survive termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above:

Vendor Full Name, Entity: _____

Signature: _____ Name: _____ Title: _____	FOR CCE Signature: _____ Name: _____ Title: _____
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