



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Frank Fanelli, Director of Project Management
Date: November 13, 2023
Re: Agreement with Svigals Partners to provide the architectural design for a rooftop addition two classrooms at Sound School.

Answer all questions and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information		
Vendor Name:	Svigals & Partners	
Doing Business as: (DBA)		
Vendor Address:	84 Orange St, 2 nd Fl. New Haven CT 06510	
Vendor Contact Name:	Jay Brotman	
Vendor Contact Email:	Jbrotman@svigals.com	
Is the contractor a minority or women owned small business?	No	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	New	
Effective Dates: (mm/dd/yy) <small>Multi-yr. require Board of Aldermen approval</small>	From 11/27/2023	To 06/30/2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$94,000.00	
Funding Source Name: Acct. #:	2023-2024 Capital Projects 3C24-2461-58101	
Contract #: <small>(Local or State)</small>	TBD	



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Key Questions:

1. What specific service will the contractor provide:

To provide the architectural design for a rooftop addition two classrooms at Sound School, the design includes renovation/replacement of the observation deck and replacement of the existing roofing across the entire building.

2. How was the contractor selected? **Attach appropriate supporting documents*

- Quotes
- Sealed Bid # _____
- Sole Source # _____
- RFP# _____
- State Contract #
- Exempt Professional
 - Accountant
 - Actuary
 - Appraiser
 - Architect
 - Artist
 - Dentist
 - Engineer
 - Expert Professional Consultant
 - Land Surveyor
 - Lawyer
 - Physician/Medical Doctor

3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:

a. Please explain how the vendor was chosen? **Attach Vendor Proposal*

N/A exempt professional

b. Who were the members of the selection committee? *(Minimum 3 members required)*

N/A



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4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?

N/A - New

5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? *Attach Renewal Letters

N/A - New

6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?

This is a new agreement but has no fiscal comparison as the purchase is project based specific to the location.

7. Is this a service that existing staff could provide? Why or why not?

No, this a professional firm that has the experience and knowledge to provide the services requested under this submission.



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Agreement/Contract Processing Checklist

To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.

Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement_Contract_Checklist\2022-2023

1. Has this vendor performed service(s) in prior fiscal years?	
If Yes,	Vendor # <u>66610</u>
If No or New,	Vendor must provide completed W9
2. A quotes or proposal submitting regarding the agreement/contract.	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></p> <p>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></p> <p>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</p>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<p>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</p> <p>Emailed Disclosures are acceptable.</p>	



November 2, 2023

Frank Fanelli III
Director of Project Management
New Haven Public Schools
375 Quinnipiac Ave
New Haven, CT 06513

Re: Sound School Classroom Addition and Roofing Renovations

Dear Frank,

Svigals+Partners, LLP is pleased to present this proposal for Architectural Design services for the above referenced project. We believe that our experience in educational and office environments and our ongoing collaboration with New Haven Public Schools uniquely qualifies us for this project. We will be providing Architectural and Roofing Consulting services only. MEP will be provided by others.

A. Project Description

The project consists of Architectural design and documentation for the proposed roof top addition two classrooms, renovation/replacement of the observation deck and replacement of the existing roofing across the entire building.

B. Basic Scope of Work

1. Field Verification:
 - a. Verify existing conditions.
 - b. Develop REVIT model for building development.
2. Design Phase:
 - a. Provide plan and elevation concepts for the new classrooms (up to two plan options).
 - b. Provide generic furniture plans to indicate possible usage for the new classrooms.
3. Construction Documents Phase:
 - a. Utilizing the approved Plan, we will prepare Construction Documents and outline specifications on the drawings suitable for bidding through the New Haven purchasing department.
 - b. Attend up to two (2x) project team meetings during the CD phase.
 - c. Coordinate project requirements with owner provided engineering consultant.
 - d. Develop Construction Documents and details.
 - e. Issue permit documents.
4. Bidding and Negotiation:
 - a. Respond to bidder's questions.
 - b. Issue addenda and clarifications as required.



- 5. Construction Administration:
 - a. Attend up to three (10x) on site job meetings.
 - b. Review shop drawings and submittals as required.
 - c. Respond to RFI's.
 - d. Prepare one (1x) final punchlist.

C. Compensation

Svigals+Partners, LLP shall provide Architectural and Roofing Design Services identified above for a fixed fee of **\$94,000**, plus reimbursable expenses. Please see attached Roofing Consultant's proposal. We will invoice in the following Phases.

	Svigals	Roofing	Total
Design Phase	\$12,000	\$3,000	\$15,000
Construction Documents	\$22,000	\$30,000	\$52,000
Bidding/Const. Admin.	<u>\$12,000</u>	<u>\$15,000</u>	<u>\$27,000</u>
	\$46,000	\$48,000	\$94,000

D. Additional Services and Conditions and Assumptions

The following are **not** included in the Basic Scope of Services:

- Design of all work located outside the property boundary.
- Design of all work associated with the exterior envelope.
- Code review of existing conditions (i.e. fire walls, shafts, egress, floor penetrations) outside of the project area and any work related to correction of code deficiencies.
- Any specific green building standards/rating systems such as CT HPBC, LEED, Energy Star, UI incentives, etc.
- Multiple-phased construction documents and construction administration services
- Hazardous materials testing and remediation
- Structural, Mechanical, Electrical, and Plumbing engineering services
- Cost Estimation
- FF&E inventory, design, and specification.
- Architectural Renderings/Enhanced Virtual Reality modeling
- Commissioning
- Preparation of "Archive Record Documents" and/or As-built drawings.

Thank you for the opportunity to submit this proposal. If you have any questions, or need any additional information, please give me a call.

Sincerely,



Jay M. Brotman, AIA
Partner

Approved by: _____ Date: _____
New Haven Public Schools



HOURLY RATE SCHEDULE

January 2023

Architect:	Svigals+Partners, LLP
Principal	\$ 230 per hour
Senior Technical/Planner/Lab Planner	\$ 180 per hour
Sr. Project Manager	\$ 180 per hour
Project Manager	\$ 160 per hour
Project Architect	\$ 160 per hour
Project Designer Level 3	\$ 140 per hour
Project Designer Level 2	\$ 125 per hour
Project Designer Level 1	\$ 100 per hour
Administration & Clerical	\$ 90 per hour

Conditions of Proposal

Additional Services -Any work required outside the previously listed Project Description and/or Scope of Services, including but not necessarily limited to major changes in Svigals+Partners, LLP work following approved drawing documentation or any other special requests of Client, shall be considered to be Additional Services and shall be charged according to the included Hourly Rates. Requests for Additional Services shall be confirmed in writing prior to their commencement.

Payment Terms -Payments are due and payable ten (10) days from the date of the Architect's invoice--Amounts unpaid beyond thirty (30) days after invoice date shall bear a service charge at the rate of one and one-half percent (1.5%) per month on the unpaid balance. Work will be stopped on projects with unpaid invoices beyond sixty (60) days. Svigals+Partners, LLP is not responsible or liable for any damages that may result from stopping work. In the event that any or all invoices remain unpaid ninety (90) days subsequent to the first billing date, the client shall pay all costs of collection including reasonable attorneys' fees.

Reimbursables -While producing a job we often incur expenses that are reimbursable. At the beginning of each project we inform the client what we estimate these expenses will be. Below is a reprint of Article 5, Reimbursable Expenses, from the Standard Form of Agreement Between Owner and Architect (AIA Document B141). Reimbursable expenses will be billed at cost plus 10%.

- 5.1** Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:
 - 5.1.1** Expense of out of town transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications and fees paid for securing approval of authorities having jurisdiction over the project.
 - 5.1.2** Expense of reproductions, postage and handling of drawings, specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.
 - 5.1.3** Expense of data processing and photographic production techniques when used in connection with Additional Services.
 - 5.1.4** If authorized in advance by the Owner, expense or overtime work requiring higher than regular rates.



5.1.5 Expense of renderings, models and mock-ups requested by the Owner.

5.1.6 Expense of any additional insurance coverage of limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

Responsibility of Client - Client will furnish to Svigals+Partners, LLP all boundary and survey information, soils and geotechnical reports, other consultants' studies and drawings, and any other relevant information pertinent to the proper development of their work for the Project. Svigals+Partners, LLP shall be entitled to rely upon the accuracy and completeness of such information furnished by the Client or their Consultants, and Svigals Associates shall not be responsible or liable to the Client for the consequences of any error or omission in the information.

Ownership of Documents - Drawings and Specifications prepared by Svigals+Partners, LLP as instruments of service are and shall remain the property of Svigals+Partners, LLP whether the Project for which they are made is executed or not. They are not to be used on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to Svigals+Partners, LLP.

Liability Limitations - Neither the architect nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this agreement or of Fifty Thousand Dollars (\$50,000.00), whichever is greater, by reason of any third party's act of omission, including breach of contract or by negligence, not amounting to a willful or intentional wrong.

Fiduciary Responsibility - Client confirms that neither Svigals+Partners, LLP nor any of its sub-consultants or subcontractors has offered any fiduciary service to client and no fiduciary responsibility shall be owed to Client by Svigals+Partners, LLP or any of its sub-consultants or subcontractors, as a consequence of Svigals+Partners, LLP entering into this Agreement with the Client.

Termination of Agreement - This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination not the fault of Svigals Associates, they shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all expenses directly attributable to termination for which Svigals+Partners, LLP is not otherwise compensated.

August 30, 2023

Svigals + Partners
Attn: April Gaddis, AIA
84 Orange Street
New Haven, CT 06510

Re: Sound School Roof Replacement Design.

Dear Ms. Gaddis;

BPD Roof Consulting Inc. is pleased to provide a quotation for roof consulting services at the above project. We have broken down our quotation into various phases. These would be: predesign investigation, construction documents, bidding, start up/close out, and site visits.

1) The pre-design phase will require the following tasks:

- a) Various communications with your office.
- b) Review of existing drawings.
- c) A visit to the site for information gathering and to observe probes through the existing roofing.
 - i) We have carried the cost of a roofer to cut and patch the membrane.
- d) All structural work to be by your office.

It is estimated that this portion of the work will take approximately \$1,350 worth of fee time plus expenses for a total of \$1,970.

2) The construction document phase will require the following tasks:

- a) Various communications with your office.
- b) Preparation of construction details and plans.
 - i) We are not including any work on the existing skylight at this time other than flashing to the new roofing.
- c) Preparation of technical sections relating to our work.
- d) All printing for bid to be by your office.

It is estimated that this portion of the work will take approximately \$29,915 worth of fee time plus expenses for a total of \$30,015. .

3) The bid phase will require the following tasks:

- a) Various communications with your office.
- b) Attendance at a prebid meeting at the site.

- c) Answering of questions during the bid period and help with issuing of addenda.

It is estimated that this portion of the work will take approximately \$1,465 worth of fee time plus expenses for a total of \$1,520.

- 4) The start up and close out phases will require the following tasks:

- a) Various communications with your office and the contractor.
- b) Review of submittals.
- c) Attendance at a mobilization meeting.
- d) Preparation of a punch list.

It is estimated that this portion of the work will take approximately \$4,500 worth of fee time plus expenses for a total of \$4,670.

- 5) The site visit phase will require the following tasks:

- a) Various communications with your office and the contractor.
- b) On site field observation for a total of 5 hours per visit including travel.
- c) Preparation of field reports denoting work in progress complete with small-scale roof plan.
- d) Photos will be taken on each visit to document the installation and any defects noted.

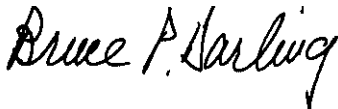
It is estimated that this portion of the work will take approximately \$1,405 worth of fee time plus expenses for a total of \$1,495 per visit. We have included 6 visits at this time for a total of \$8,970.

The total for all phases would therefore be \$47,145.

Additional work would be billed at our standard rates on an hourly basis. The above estimate is based on our current understanding of the project at this time.

If there are any questions, please do not hesitate to call.

Respectfully submitted,
BPD Roof Consulting Inc.



Bruce Darling RRC, RWC
Principal

Accepted by _____
Title _____
Date _____