

NORTH PENN SCHOOL DISTRICT  
401 East Hancock Street, Lansdale, PA 19446

REQUEST FOR PROPOSALS (RFP)  
FACILITY ASSESSMENT STUDY

Date Due: Friday, March 2, 2018, by 2 p.m.

Steve Skrocki

Director of Business Administration

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215-853-1010

## **PART I: BACKGROUND INFORMATION**

### **A. PURPOSE OF REQUEST FOR PROPOSAL**

The purpose of this Request for Proposal (RFP) is to solicit responses from experienced and capable architectural firms wishing to perform a comprehensive Facility Study (Study) for three (3) buildings, and one (1) add alternate building in the North Penn School District (the School District). The Study shall be in sufficient detail to provide information that will comply with the applicable Pennsylvania Department of Education standards for such studies. The Study will evaluate conditions at each building. The buildings to be included in the Study include the North Penn High School, Knapp Elementary School, the Educational Services Center, and Penndale Middle School (add alternate fee proposal is requested for Penndale Middle School).

The School District intends to select an architectural firm who demonstrates the highest level of knowledge, experience, technical skills, customer service and cost-efficiency in public school maintenance, repair, renovation and construction projects. As discussed below, the School District intends to enter separate written agreements with the architectural firms selected through this RFP process to provide services on individual projects.

The School District will evaluate proposals and make its selection using its sole discretion. The School District reserves the right to select any responding architectural firms, to select different responding firms for different projects, to reject any and all proposals, and to use architectural firms on projects who have not responded to this RFP.

### **B. THE SCHOOL DISTRICT**

The District is located in the north-central section of Montgomery County, Pennsylvania, and a small portion of the southern central Bucks County, Pennsylvania and is comprised of the municipal subdivisions of the Boroughs of Hatfield, Lansdale and North Wales and the Townships of Hatfield, Montgomery, Towamencin and Upper Gwynedd, all located in Montgomery County and a small portion of the Townships of Hilltown and New Britain located in adjacent Bucks County, Pennsylvania.

The School District presently owns thirteen elementary schools, three middle schools, one high school, an alternative education school, a Support Services Center and the Educational Service Center. Students in grades 9-12 also attend the North Montgomery County Area Vocational Technical School. The District has approximately 12,600 students. Additional information may be obtained by visiting the District's website at [www.npenn.org](http://www.npenn.org).

### C. GENERAL DESCRIPTION OF BUILDINGS

The following is general information on the School District's buildings:

#### NORTH PENN SCHOOL DISTRICT SCHOOL FACILITIES

Building	Original	Addition/	Grades	Rated	Enrollment
	Construction	Renovation		Pupil	
	Date	Date		Capacity*	10/2/2017
<b><i>Elementary:</i></b>					
Bridle Path .....	1994	---	K-6	889	514
Gwyn-Nor.....	1966	2004	K-6	920	608
Gwynedd Square .....	1991	---	K-6	980	580
Hatfield.....	1970	2015	K-6	920	493
Inglewood .....	1963	1972/2013	K-6	732	502
Knapp .....	1955	1999	K-6	665	578
Kulp.....	1957	1963/2009	K-6	1,020	532
Montgomery .....	1965	2017	K-6	1,098	670
Nash .....	1976	1997	K-6	584	372
North Wales .....	1927	1974/2010	K-6	629	422
Oak Park.....	1959	2002	K-6	856	480
Walton Farm .....	1994	---	K-6	889	567
York Avenue .....	1927	2008	K-6	570	274
<b><i>Secondary:</i></b>					
Pennbrook Middle .....	1959	2006	7-9	1,264	841
Penndale Middle .....	1931	1997	7-9	1,749	1,204

Pennfield Middle .....	1964	2007	7-9	1,362	867
North Penn High .....	1971	1999	10-12	3,782	3,091
Northbridge Alternate School.....	1989	2008	7-12		42
Education Service Center .....	1963	1990	N/A		
Support Service Center .....	1982	2008	N/A		

\*In accordance with PDE/PlanCon methodology (does not include modular's and special education classrooms).

#### **D. SCOPE OF ARCHITECTURAL SERVICES**

Currently, the School District foresees the need for architectural services on the following anticipated projects:

Study for the following buildings:

- North Penn High School, 1340 S. Valley Forge Rd., Lansdale, PA 19446
- Knapp Elementary School, 698 Knapp Rd., Lansdale, PA 19446
- Education Services Center, 401 E. Hancock St., Lansdale, PA 19446
- Penndale Middle School, 400 Penn St., Lansdale, PA 19446 (add alternate proposal)

Depending upon the results of the Study, the School District may consider future construction projects.

The District intends to develop a facilities improvement plan. The Facilities Improvement Study would include three basic programs of service; A) Condition Survey; B) Report Preparation and Cost Estimates; and C) Reconstruction and Repair. Recommendations in a priority order established using a logic matrix, including upgrading of present facilities for conformance with current building codes and Pennsylvania State Board of Education guidelines.

A. Condition Survey: A complete physical survey of North Penn High School, Knapp Elementary School, the Educational Services Center, and Penndale Middle School to ascertain existing conditions. Meetings will also be held with facility personnel and administration to review building concerns. The following will be included in the surveys:

1. Building Exterior
2. Building Interior
3. Technology Infrastructure (Ethernet network, wireless network)
4. Site
5. Athletic Fields
6. Electrical
7. HVAC
8. Plumbing
9. ADA recommendations for improvement

B. Report Preparation and Cost Estimates: The results of the surveys and interviews will be tabulated on master schedules which will identify and quantify all conditions on a graded basis. Cost estimates for capital Improvement, reconstruction and upgrading of present facilities will be provided.

C. Reconstruction and Repair Recommendations: A priority schedule using the logic matrix will be used to assign priorities to the recommendations.

D. The facility study must include: (i) for each building, facility benchmarking analysis using the EPA/DOE Portfolio Manager tool and comprehensive (8,760 hour) energy modeling, identifying the annual site and source energy and annual water consumption.

After completion of the above phases, all of the data will be combined into a report for each of the facilities. The selected firm shall present the final report to the Board of School Directors at a public meeting.

With regard to any construction projects for which the selected architect provides services, it is expected that the architect will provide as part of its Basic Services all usual and customary structural, mechanical, civil (including landscape design) and electrical engineering services. As an exception to this general expectation, if costs for civil engineering and/or landscape design services are expected to be extraordinary for a particular project, the School District will consider paying such services as an Additional Service.

For further details on expected architectural services and terms of agreement, please see Part II of this RFP, which identifies amendments to AIA Document B101 – 2007 the School District intends to include in written agreements with the architect selected through this RFP process. Careful attention should be given to the School District's intended terms of agreement at Part II.

## E. TIMELINE

The tentative schedule for the selection process is:

- Pre-proposal meeting and Educational Services Center building tour – Friday, February 2, 2018 at 8:30 a.m. at the Educational Services Center
- Building tours – Friday, February 16, at 9:00 a.m.
- Deadline for RFP questions – Friday, February 23, 2018 at 4:00 p.m.
- Receive responses to RFP – Friday March 2, 2018 at 2:00 p.m. prevailing time.
- NPSD will develop a “short list” of finalists – March 2018.
- Selected finalists - Presentation of proposals/interviews - date TBD in March 2018.
- School Board approval of Firm – April 19, 2018.

## F. DESIGN SUB-CONSULTANTS

The focus of the RFP process is to engage the best architect. As the School District later enters written agreements with the selected architect firm for particular projects, the architect will identify its proposed design sub-consultants for each project prior to entering subcontracts with them. However, the architect will not enter a subcontract with any sub-consultant to which the School District objects. See amendments to Section 3.1 of AIA Document B101 – 2007 at Part II of this RFP.

Notwithstanding the above, in response to this RFP, the architect may (if it wishes) identify its preferred sub-consultants, and discuss its working relationship with them. However, no additional services shall be provided without prior written authorization.

## G. INSURANCE REQUIREMENTS AND LIMITS

The selected architect shall acquire and maintain throughout the projects (and professional liability insurance for five years thereafter) the greater of (a) its current policies, or (b) the following minimum levels of insurance:

Commercial General Liability	
<b>Each Occurrence</b>	<b>\$1,000,000</b>
<b>Fire Damage</b>	<b>\$1,000,000</b>
<b>Personal &amp; Advertising Injury</b>	<b>\$1,000,000</b>
<b>Aggregate</b>	<b>\$2,000,000</b>
Automobile Liability	
<b>Bodily Injury and Property Damage</b>	<b>\$1,000,000</b>
Workers' Compensation	Per state requirements
Professional Liability	
<b>Per Claim</b>	<b>\$2,000,000</b>
<b>Aggregate</b>	<b>\$2,000,000</b>

Insurance shall be with a company legally permitted to operate in Pennsylvania, listed on the Pennsylvania Insurance Department's approved list, and with a financial strength rating of at least A- by AM Best. Certificates indicating that such insurance is in effect shall be delivered to the School District upon the School District's request with the School District to be named certificate holder.

#### **H. RESPONSES TO RFP**

Responses to this RFP shall include a Qualifications Proposal and a separate Fee Proposal, as described in Part III of this RFP. The School District intends to first evaluate the merits of the Qualifications Proposal, and then review the Fee Proposal. Please note that the Penndale Middle School should be considered an add alternate in responses to this RFP.

The Fee Proposal submitted in response to this RFP should be based upon the amended terms of AIA B101-2007, identified in Part II of this RFP. The School District intends to utilize the Fee Proposal submitted by the architect selected through this RFP process in all written agreements entered with the architect.

#### **I. RFP QUESTIONS/AMENDMENT(S)**

Any questions regarding the RFP shall be submitted by email to Scott Kennedy, Director of Facilities and Operations, at [kennedsd@npenn.org](mailto:kennedsd@npenn.org). The email must identify the person's name and firm. Deadline for all questions will be Friday, February 23, 2018 at 4:00 p.m.. All responses to questions and any amendments to the RFP will be posted on the School District's website at <http://www.npenn.org/page/695>. It is the responding firm's responsibility to check the website periodically to obtain such responses and any amendments to the RFP.

Further, a non-mandatory pre-proposal meeting for the project will be held on Friday, February 2, 2018, at 8:30 a.m. at the Educational Services Center, 401 E. Hancock St., Lansdale, PA 19446. A building tour of the Educational Services Center will be conducted at the conclusion of the pre-proposal meeting. Building tours of North Penn High School, Knapp Elementary School, and Penndale Middle School will be conducted on Friday, February 16, 2018 starting at 9:00 a.m.

#### **J. NO SCHOOL DISTRICT RESPONSIBILITY FOR COSTS OF RESPONSE**

The School District expressly disclaims any responsibility to any party with regard to any costs incurred responding to this RFP or participating in the RFP process.

## K. GENERAL CONDITIONS

The School District reserves the right to cancel this RFP or reject any and all proposals submitted as well as to waive any information as is determined to be in the best interest of the School District. Omission of any information may be sufficient cause for rejection of the proposal. The School District shall not be legally bound until such time as an agreement in writing is executed by both the proposing Firm and the School District.

## PART II: WRITTEN AGREEMENTS

The School District intends to enter written agreements with the architect selected through this RFP process on a project-by-project basis. A particular written agreement might consist of architectural services for multiple School District facilities.

Although the School District intends to enter one or more written agreements with the architect selected through this RFP process, the selected architect is not guaranteed any project, and there shall be no contractual obligations except for projects where a written agreement is entered. Moreover, the School District reserves the right to enter different written agreements with different architects who have responded to this RFP, and to enter written agreements for architectural services with firms not participating in this RFP process.

The form of written agreement the School District intends to enter with the selected architect is AIA B101-2007, Standard Form of Agreement between the Owner and Architect, as amended pursuant to the changes indicated below.

### ARTICLE 2- ARCHITECT'S RESPONSIBILITIES

#### Section 2.2

ADD at the end of the section:

**In addition, all services performed by the Architect under this Agreement shall be in compliance with all applicable laws, regulations, rules, codes and ordinances governing the Project.**

#### Section 2.5

After "The Architect shall maintain the following insurance" ADD:

**, until substantial completion of the Project, and for Professional Liability insurance until five years after substantial completion,**

Amounts of insurance to be listed in the Agreement shall be the greater of the Architect's current policies or the types and amounts listed in the RFP.

### ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES

#### Section 3.1

After "mechanical," ADD:

**civil (including landscape design)**

ADD at the end of the section:

**The Architect shall enter a written agreement with each design sub-consultant providing any of the foregoing engineering services, which shall expressly incorporate the terms of this Agreement between the Architect and the Owner, and shall state expressly that the Owner is an intended third-party beneficiary to the agreement between the Architect and the design sub-consultant. However, at least seven (7) days prior to entering any such agreement, the Architect shall advise the Owner of the proposed design sub-consultant, and if the Owner objects to the design sub-consultant within seven (7) days of such notice the Architect shall not enter the agreement. The Architect shall provide the Owner a copy of each such agreement promptly after it is signed.**

#### Section 3.1.1

After "attend Project meetings" ADD:

**including regularly-scheduled meetings and special meetings,**

ADD at the end of the section:

**The Architect shall promptly prepare and distribute minutes of each Project meeting it attends, unless another meeting attendee is contractually obligated to do so.**

#### Section 3.1.2

ADD at the end of the section:

**The Architect shall also promptly advise the Owner in writing of any defects or deficiencies in the Work of Contractors.**

#### Section 3.1.6

REPLACE with the following:

**The Architect shall evaluate and advise the Owner in writing of all approvals by local, state and federal authorities that apply to the Project, including approvals needed for land development, zoning, code compliance, PlanCon and other governmental requirements, and shall assist the Owner with preparation and timely filing of documents required for such approvals. The Architect shall also participate in meetings, hearings or proceedings pertaining to such governmental approvals.**

ADD new Section 3.1.7:

**Upon request of the Owner, the Architect shall make presentations to the Owner to explain the design and progress of the Project.**

ADD new Section 3.1.8:

**The Architect shall evaluate any claims by Contractors regarding the Project or the Contract Documents, and shall report its conclusions of such evaluations in writing to the Owner.**

ADD new Section 3.1.9:

**The Architect shall assist, upon request of the Owner, in the dispute resolution process (including any mediation, arbitration or legal proceedings) regarding any claims or actions concerning the Project or the Contract Documents.**

ADD new Section 3.1.10:

**The Architect shall advise the Owner of the need or advisability of the Owner securing any test, analysis, study, report, or other consultant service in connection with the design and construction of the Project. Upon request of the Owner, the Architect shall obtain and provide the Owner with the names of firms qualified to provide the foregoing services, along with such firms' insurance information; however, the selection of such consultants is up to the Owner, and the Architect shall not assume any liability for services performed by such consultants engaged by the Owner. The Architect shall cooperate and communicate with the Owner's other consultants to ensure the services of the Architect are coordinated with such other services.**

## 3.2 SCHEMATIC DESIGN PHASE SERVICES

### Section 3.2.2

After “any inconsistencies discovered in the information,” ADD:

**including if the Owner’s budget for the Cost of the Work is inadequate for the Project,**

ADD at the end of the section:

**The Architect shall not be liable for inconsistencies it does not discover despite having used reasonable care.**

Section 3.2.3

ADD at the end of the section:

**The Architect shall notify the Owner in writing of any material concerns of the Architect relating to Project requirements.**

Section 3.2.6

After “to the Owner” ADD:

**for approval a written**

ADD to the end of the section:

**The Architect’s estimated Cost of the Work shall identify any discrepancy between such estimate and the Owner’s budget for the Cost of the Work. The Architect shall also take any remedial action required under Section 6.5 of this Agreement.**

### 3.3 DESIGN DEVELOPMENT PHASE SERVICES

Section 3.3.3

REPLACE with the following:

**The Architect shall submit to the Owner for approval the Design Development Documents and an updated estimate of the Cost of the Work. The Architect’s updated estimated Cost of the Work shall identify any discrepancy between such estimate and the Owner’s budget for the Cost of the Work, and the Architect shall take any remedial action required under Section 6.5.**

### 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

Section 3.4.3

After “the Architect shall” in the first sentence, REPLACE “assist the Owner in the development and preparation of” with:

**prepare for the Owner’s review and approval the following:**

ADD to the end of the section:

**Approval of such documents by the Owner shall be based on the Owner’s expectation that the Architect’s design is in compliance with all requirements of this Agreement.**

Section 3.4.5

REPLACE with the following:

**The Architect shall submit to the Owner for approval the Construction Documents and an updated estimate of the Cost of the Work. The Architect’s updated estimate for the Cost of the Work shall identify any discrepancy between such estimate and the Owner’s budget for the Cost of the Work, and the Architect shall take any remedial action required under Section 6.5.**

### 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### 3.5.1 GENERAL

After “The Architect shall” in the first sentence, REPLACE “assist the Owner in establishing” with the following:

**prepare for the Owner’s review and approval**

#### 3.5.2 COMPETITIVE BIDDING

MOVE “and” from the end of Section 3.5.2.2.4 to the end of Section 3.5.2.2.5, and ADD new Section 3.5.2.2.6:

**.6 assisting the Owner in evaluating the qualifications of bidders.**

ADD new Section 3.5.2.4:

**If the aggregate lowest responsible bids exceed the Cost of the Work in the Owner’s budget, and the Owner decides to rebid the Project pursuant to Section 6.6.4, the Architect, as part of Basic Services, in consultation with and at the direction of the Owner, shall provide such design modifications as are necessary to bring such costs within the Owner’s budget.**

3.5.3 NEGOTIATED PROPOSALS: DELETE in its entirety

### 3.6 CONSTRUCTION PHASE SERVICES

#### 3.6.1 GENERAL

##### Section 3.6.1.1

After “Contract for Construction” ADD:

**as amended by the Supplementary Conditions.**

##### Section 3.6.1.2

After “The Architect shall be responsible for” in the fourth sentence, REPLACE “the Architect’s negligent acts or omissions,” with the following:

**negligent actions or omissions by the Architect or its Consultants,**

ADD new Section 3.6.1.4

**The Architect shall provide all Construction Phase services under Section 3.6 through Final Completion as part of the Architect’s Basic Services. However, should a Contractor’s violation of the Contract Documents cause the Architect to incur substantial extra time on the Project, the Architect shall be paid for such extra time as an Additional Service to the extent (a) the Contract Documents require the responsible Contractor to pay the Owner an amount equal to the Architect’s Additional Services fee, and (b) such payment is actually received by the Owner.**

#### 3.6.2 EVALUATIONS OF THE WORK

##### Section 3.6.2.1

REPLACE with the following:

**The Architect shall become familiar with the progress and quality of portions of the Work completed, endeavor to guard the Owner against defects, deficiencies and delays in the Work, and determine whether the Work observed appears to have been performed in accordance with the Contract Documents. As part of such duties, the Architect shall participate in all regularly scheduled construction site conferences and in special Project meetings where the Owner requests its attendance. The Architect shall walk through the job site at least once every two weeks during construction, unless a different frequency is requested or approved by the Owner. However, the Architect’s duties do not include making thorough,**

**exhaustive or continuous on-site inspections of the Work. In contracts with its consultants, the Architect shall require that Basic Fee services include a level of participation in Project meetings and site visits that is, at a minimum, appropriate and customary for such consultants. On the basis of its site visits, the Architect shall keep the Owner informed about the progress and quality of the Work, and promptly report to the Owner any observed deviations from the Contract Documents or the Project schedule. In addition, during construction the Architect shall respond promptly to address and provide input on any issues that may arise, including Contractor requests for information or direction, Contractor change order requests, Contractor failures to comply with the Contract Documents, or other issues that could cause Project delay or deficiencies. In the event of disputes among Contractors, the Architect will provide input to assist in resolution of such disputes, including participating in special meetings, other communications and providing advice as needed to help resolve the problem. In all of the above steps, the Architect shall use reasonable care as an architect to guard the Owner against defects and deficiencies in the Work.**

#### Section 3.6.2.2

REPLACE the first sentence with the following:

**The Architect shall reject Work that it believes does not conform to the Contract Documents, unless the Owner accepts in writing such non-conforming Work.**

In the second sentence, after “have the authority” ADD:

**, with the Owner’s written approval,**

ADD to the end of the section:

**This section is not intended to make Architect liable for failing to discover non-conforming Work despite using reasonable care.**

### 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

#### Section 3.6.3.1

REPLACE the third sentence with the following:

**The foregoing representations are subject to (1) further evaluations of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) required correction of deviations**

**from the Contract Documents, (4) specific qualifications expressed by the Architect, and (5) any later discovery of defective or deficient Work. The issuance of a Certificate for Payment shall not excuse a Contractor's nonperformance of its duties or waive a Contractor's liability for such nonconformance. Further, the Architect shall provide in the Contract Documents that the amount of payments certified by the Architect to a Contractor may take into account 150% of any potential cost or liability to the Owner arising from the Contractor's alleged violation of the Contract Documents.**

### 3.6.4 SUBMITTALS

#### Section 3.6.4.2

REPLACE the first sentence with the following:

**In accordance with the Architect-approved submittal schedule, the Architect shall timely review and respond to all Contractor submittals. In performing such review, the Architect shall check for conformance with the Contract Documents.**

ADD to the beginning of the second sentence:

**However,**

#### Section 3.6.4.4

REPLACE the first sentence with the following:

**The Architect shall timely review and respond to requests for information about the Contract Documents.**

### 3.6.5 CHANGES IN THE WORK

#### Section 3.6.5.1

In the first sentence, after "the Contract Time" ADD:

**, and shall provide prompt written notice to the Owner of any such minor change.**

In the second sentence, after "the Architect shall prepare" ADD:

**proposed**

ADD to the end of the section:

**The Architect shall include with any proposed Change Order or Construction Change Directive its recommendation on approval by the Owner, and supporting data and information regarding any associated change in the cost or time of the Project.**

### 3.6.6 PROJECT COMPLETION

#### Section 3.6.6.1

REPLACE with the following:

**The Architect shall provide in the Contract Documents that when the Contractor believes it has achieved Substantial Completion, the Contractor shall provide written notice of such belief and a list of items it believes must be finally completed to the Architect and the Owner. Upon receipt of such notice and list, the Architect shall promptly inspect the Work and report in writing to the Contractor and the Owner the following: (1) whether Substantial Completion is achieved, and if not what must still be accomplished to achieve Substantial Completion; (2) any items on the Contractor's list that remain to be completed or corrected; (3) any items not on the Contractor's list that must be completed or corrected; and (4) the Architect's estimate of the cost to complete or correct each remaining item. If Substantial Completion is not achieved at the time of such inspection, the Architect shall repeat the foregoing upon further notice by the Contractor that Substantial Completion has been achieved. Further, the Architect shall provide in the Contract Documents that when the Contractor believes it has achieved Final Completion, the Contractor shall provide written notice of such belief to the Architect and the Owner. Upon receipt of such notice, the Architect shall promptly inspect the Work and report in writing to the Contractor and the Owner the following: (1) whether Final Completion is achieved; and (2) if Final Completion has not been achieved, items that must be completed or corrected and the Architect's estimated cost to complete or correct each item. If Final Completion is not achieved at the time of such inspection, the Architect shall repeat the foregoing upon further notice by the Contractor that Final Completion has been achieved. In addition, the Architect shall obtain from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and other documents required by the Contract Documents for Final Completion, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.**

Section 3.6.6.3

ADD to the end of the section:

**The Architect shall provide in the Contract Documents that the Owner's retainage upon Substantial Completion shall be (a) 150% of the Architect's estimated cost to complete or correct Work at the time of Substantial Completion, plus (b) 150% of any potential additional cost or liability to the Owner arising from the Contractor's alleged violation of the Contract Documents.**

Section 3.6.6.5

REPLACE with the following:

**As part of Basic Services, the Architect shall (a) throughout the first year after the date of Substantial Completion, respond to any inquiries by the Owner and assist the Owner in addressing any concerns that may arise with the Project or the Work of Contractors, and (b) prior to the expiration of one year from the date of Substantial Completion, take the initiative to schedule and conduct with the Owner a meeting at the Project site to review the facility operations and performance, and to inspect any conditions raised by the Owner regarding the Project or the Work of Contractors. Only if such services occur more than 90 days after Substantial Completion and are extensive shall the Architect be entitled to payment for an Additional Service pursuant to Section 4.3.2.6.**

ARTICLE 4 ADDITIONAL SERVICES

Sections 4.1 and 4.2: These portions of the Architect's agreement shall be completed in conformance with the scope of Basic Services identified in Article 3, and taking into account the specific needs of a particular project.

Section 4.3

ADD to the end of the section:

**The Architect shall provide in the Contract Documents that any Contractor creating the need for Additional Services by the Architect will pay all costs associated with such Additional Services, and the Architect shall prepare and present to the Owner for approval a Change Order or Construction Change Directive regarding such costs.**

Section 4.3.1.1

DELETE the following sections (services covered by these deleted sections are to be provided as part of the Architect's Basic Services, not as Additional Services):

4.3.1.2

4.3.1.6

4.3.1.7

4.3.1.8

4.3.1.9

4.3.1.11

Section 4.3.2

DELETE the following sections (services covered by these deleted sections are to be provided as part of the Architect's Basic Services, not as Additional Services):

4.3.2.1

4.3.2.2

4.3.2.3

4.3.2.4

4.3.2.5

Section 4.3.2.6

REPLACE with the following:

**Providing extensive Construction Phase Services beyond 90 days following the date of Substantial Completion, if the Architect has been diligent in its duties and in attempting to move the Project from Substantial Completion to Final Completion, and subject to the provision in Section 4.3 that any Contractor responsible for causing such Additional Services by the Architect shall pay such costs.**

Section 4.3.3

DELETE in its entirety.

Section 4.3.4

DELETE in its entirety (see Section 4.3.2.6 above)

## ARTICLE 5 OWNER'S RESPONSIBILITIES

### Section 5.1

ADD at the end of the section:

**The Architect shall in a timely manner review such information and advise the Owner of any concerns or deficiencies with the information provided.**

### Section 5.2

REPLACE the first sentence with the following:

**The Owner shall establish and periodically update its budget for the Project, including for the Cost of the Work as defined in Section 6.1.**

REPLACE the third sentence with the following:

**The Architect shall then provide a recommendation to the Owner on a corresponding change in the Project's scope and/or quality, and the Owner shall make a decision on such recommendation.**

### Section 5.3

After "to the Project" in the first sentence, ADD:

**, but only to the extent authorized in writing by the Owner.**

### Section 5.4

At the start of the first sentence, REPLACE "The Owner shall" with the following:

**The Architect shall advise the Owner of the need for the Owner to**

ADD to the end of the section:

**Pursuant to Section 3.1.10, upon request of the Owner, the Architect shall obtain and provide the Owner with the names of firms qualified to provide the foregoing survey services, along with such firms' insurance information; however, the selection of such consultants is up to the Owner, and the Architect shall not assume any liability for services performed by such consultants engaged by the Owner. The Architect shall cooperate and communicate with the Owner's other consultants to ensure the services of the Architect are coordinated with such other services.**

### Section 5.5

At the start of the first sentence, REPLACE “The Owner shall” with the following:

**The Architect shall advise the Owner of the need for the Owner to**

ADD to the end of the section:

**Pursuant to Section 3.1.10, upon request of the Owner, the Architect shall obtain and provide the Owner with the names of firms qualified to provide the foregoing geotechnical services, along with such firms’ insurance information; however, the selection of such consultants is up to the Owner, and the Architect shall not assume any liability for services performed by such consultants engaged by the Owner. The Architect shall cooperate and communicate with the Owner’s other consultants to ensure the services of the Architect are coordinated with such other services.**

Section 5.6

REPLACE with the following:

**Pursuant to Section 3.1.10, the Architect shall advise the Owner of any other Owner consultants reasonably required for the Project. Upon request of the Owner, the Architect shall obtain and provide the Owner with the names of firms qualified to provide the foregoing services, along with such firms’ insurance information; however, the selection of such consultants is up to the Owner, and the Architect shall not assume any liability for services performed by such consultants engaged by the Owner. The Architect shall cooperate and communicate with the Owner’s other consultants to ensure the services of the Architect are coordinated with such other services.**

Section 5.7

At the start of the first sentence, REPLACE “The Owner shall” with the following:

**The Architect shall advise the Owner of the need for the Owner to**

ADD to the end of the section:

**Pursuant to Section 3.1.10, upon request of the Owner, the Architect shall obtain and provide the Owner with the names of firms qualified to provide the foregoing testing, inspection and report services, along with such firms’ insurance information; however, the selection of such consultants is up to the Owner, and the Architect shall not assume any liability for services performed by such consultants engaged by the Owner. The Architect shall cooperate and communicate with the Owner’s other**

**consultants to ensure the services of the Architect are coordinated with such other services.**

Section 5.9

ADD to the end of the section:

**However, any failure by the Owner to provide such notice shall neither impose liability on the Owner nor reduce the liability of the party responsible for such fault, error, omission or inconsistency.**

Section 5.10

After "in this Agreement," ADD:

**at Project Meetings,**

Section 5.11

REPLACE "Before executing the Contract for Construction, the Owner" with the following:

**In preparing the Contract Documents, the Architect**

Section 5.12

After "commencement of the Work and" ADD:

**the Contract Documents**

## ARTICLE 6 COST OF THE WORK

Section 6.1

In the second sentence, after "the Architect" ADD:

**or the Architect's sub-consultants, the Owner's consultants, construction management costs incurred by the Owner,**

Add to the end of the section:

**If the Architect's fee under this Agreement is based upon the Architect's estimate of the Cost of the Work, such estimate shall be approved by the Owner's School Board, and shall include an allowance for reasonable contingencies covering bidding and Change Orders.**

Section 6.2

After “in Initial Information,” ADD:

**or as soon as practical,**

Section 6.3

In the first sentence, after “to include contingencies for” DELETE

**design,**

After “Project” ADD

**with written approval of the Owner**

Section 6.6

REPLACE “lowest bona fide bid or negotiated proposal,” with

**aggregate low responsible bids,**

## ARTICLE 7 COPYRIGHTS AND LICENSES

Section 7.3

In the first sentence, after “to the Project,” ADD:

**or in connection with future repairs, renovations or additions to the Project.**

Then DELETE the remainder of the first sentence.

In the third sentence, after “for the Project” ADD:

**, or in connection with future repairs, renovations or additions to the Project.**

DELETE the fourth sentence in its entirety.

Section 7.3.1

DELETE in its entirety.

## ARTICLE 8 CLAIMS AND DISPUTES

8.1 GENERAL

Section 8.1.1

In the first sentence, after “by applicable law,” REPLACE the remainder of the section with the following:

**with the doctrine of nullum tempus applicable to any claims or causes of action by the Owner, subject, however, to Pennsylvania's twelve-year statute of repose for claims on construction projects.**

DELETE Sections 8.1.2 and 8.1.3 in their entirety.

## 8.2 MEDIATION

### Section 8.2.1

REPLACE the entire section with the following:

**Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation only upon agreement of both parties. The Architect shall include this provision applicable to mediation in all contracts with its consultants and in the Contractors' specifications for the Project.**

DELETE Sections 8.2.2, 8.2.3 and 8.2.4 in their entirety.

## 8.3 ARBITRATION

### Section 8.3.1

REPLACE the entire section with the following:

**Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to binding arbitration at the sole discretion and election of the Owner. The Owner must elect arbitration either prior to filing litigation or within thirty (30) days of service of original process of litigation against the Owner. If the Owner opts for arbitration, the parties will participate in the binding arbitration program available through the American Arbitration Association. Any arbitration proceedings involving the Owner shall include, by joinder or consolidation, all parties to the underlying dispute regardless of whether they are parties to this Agreement. In the event the Owner does not opt for arbitration, the dispute shall be resolved through litigation in the Court of Common Pleas of Montgomery County, Pennsylvania, with all parties waiving their right to a jury trial. The Architect shall include these provisions applicable to arbitration and litigation in all contracts with its consultants and in the Contractors' specifications for the Project.**

DELETE Sections 8.3.1.1, 8.3.2 and 8.3.3 in their entirety.

### 8.3.4 CONSOLIDATION OR JOINDER

DELETE Sections 8.3.4.1, 8.3.4.2 and 8.3.4.3 in their entirety.

ARTICLE 9 TERMINATION OR SUSPENSION

Section 9.1

DELETE Section 9.1 in its entirety.

Section 9.3

DELETE Section 9.3 in its entirety.

Section 9.4

In the first sentence, REPLACE “seven” with

**fourteen (14)**

ADD to the end of the section:

**Provided, however, that the defaulting party shall have fourteen (14) days from the date of such notice to cure any specifically-noticed failure to substantially perform. If the cure of such material failure to perform cannot be completed within such fourteen-day period, then so long as the defaulting party shall have undertaken a good faith effort to effect such cure, and such cure will be completed within a reasonable time after the good faith effort has been undertaken, the other party shall not have the right to terminate this Agreement.**

Section 9.6

After “prior to termination” DELETE the remainder of the section.

Section 9.7

DELETE Section 9.7 in its entirety.

ARTICLE 10 MISCELLANEOUS PROVISIONS

Section 10.1

REPLACE this section in its entirety with the following:

**This Agreement shall be governed by Pennsylvania law.**

Section 10.2

ADD to the end of the section:

, as amended by Supplementary General Conditions.

Section 10.7

REPLACE the first sentence with the following:

**Upon written approval of the Owner, the Architect shall have the right to include photographs or artistic representations of the design of the Project among the Architect's promotional or professional materials, except approval is not required to include such materials in proposals the Architect submits to its prospective clients.**

Section 10.8

In the first sentence, after "shall not disclose it to any other person" ADD:

**to the extent permitted by law,**

#### ARTICLE 11 COMPENSATION

Section 11.1

After "the Architect as follows:" ADD:

**Fee will be \_\_\_\_\_ Percent of the estimated Cost of the Work (defined in Section 6.1) approved by the Board of the School District at the time of submission of PlanCon D for reimbursable projects, or last approved by such Board prior to bid date for nonreimbursable projects.**

Section 11.2

REPLACE "Section 4.1," with the following:

**Article 4,**

After "compensate the Architect as follows:" ADD:

**Unless the Owner and Architect agree to a lump sum fee for particular Additional Work, the fee shall be based upon hourly billable rates for the Architect's employees as identified in Section 11.7, and at 110% of the amount billed to the Architect and approved by the Owner for the Architect's consultants.**

DELETE Sections 11.3 and 11.4 in their entirety.

Section 11.5

After "Schematic Design Phase" ADD:

**Fifteen percent (15%)**

After "Design Development Phase" ADD:

**Twenty percent (20%)**

After "Construction Documents Phase" ADD:

**Forty percent (40%)**

After "Bidding or Negotiation Phase" ADD:

**Five percent (5%)**

After "Construction Phase" ADD:

**Twenty percent (20%)**

After "Total Basic Compensation" ADD

**One Hundred percent (100%)**

Section 11.6

After "any portions of the Project are deleted" REPLACE the remainder of the section with the following:

**prior to the submission of PlanCon D (or for non-reimbursable projects prior to bid date), compensation to the Architect for such deleted portions of the Project shall be based on the extent of work completed under 11.5 and the most recent School District Board approved estimate of the Cost of the Work for such portions of the Project.**

Section 11.7: The Architect's customary hourly rates will be inserted.

11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

Section 11.8.1

REPLACE the entire Section 11.8.1 with the following:

**Reimbursement of expenses and costs incurred by the Architect and the Architect's consultants shall be limited to 100% of the following: (a) overnight travel expenses expressly authorized by the Owner; (b) fees paid**

**for securing governmental approvals required for the Project; and (c) costs to print and/or reproduce bid documents for prospective bidders.**

DELETE Section 11.8.2 in its entirety.

11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

DELETE Section 11.9 in its entirety.

11.10 PAYMENTS TO THE ARCHITECT

Section 11.10.1

After "initial payment of" ADD:

**Zero**

Subparagraph 11.10.2

ADD to the end of the first sentence:

**and approval by the School Board.**

REPLACE the second sentence with the following:

**Undisputed amounts unpaid thirty (30) days after School District Board approval shall bear simple annual interest of six percent (6%).**

Subparagraph 11.10.3

After "from the Architect's" ADD:

**Basic Services**

Add to the end of the section:

**However, the Owner shall not be required to pay invoices for Additional Services of the Architect to the extent such services are caused by, or arise out of, the Architect's violation of its duties under this Agreement.**

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

ADD 12.1

**Change orders can be expected during the construction process. The Architect's fee for Basic Services is a percentage based upon the Cost of the Work as established in Section 6.1, and such Cost of the Work includes a contingency for change orders. Therefore, there shall be no additional**

payment to the Architect for its work on change orders, except to the extent an “Owner Requested Change Order” or an “Unforeseeable or Concealed Condition Change Order” involves a substantial alteration to the Project, and requires time by the Architect that is grossly disproportionate to the Architect’s fee on the change order contingency.

Subject to the above, the following categories define the Owner’s and Architect’s responsibilities as to change orders:

- (a) “Owner Requested Change Orders” occur when the Owner requests additional work on the Project. The Owner shall pay the Contractors’ cost for performing such change orders as provided in the Contract Documents. There will be no additional fee to the Architect, unless an Owner Requested Change Order involves a substantial alteration to the Project, and requires time by the Architect that is grossly disproportionate to the Architect’s fee on the change order contingency included in its fee for Basic Services.
- (b) “Unforeseen or Concealed Condition Change Orders” occur when despite reasonable care by the Architect in evaluating existing drawings and field conditions, it is discovered during construction that existing conditions are inconsistent with the Contract Documents and require additional work or cost by Contractors. The Owner shall pay the Contractors’ cost for performing such change orders as provided in the Contract Documents. There will be no additional fee to the Architect, unless an Unforeseen or Concealed Condition Change Order involves a substantial alteration to the Project, and requires time by the Architect that is grossly disproportionate to the Architect’s fee on the change order contingency included in its fee for Basic Services.
- (c) “Value Added Change Orders” occur when the Architect omits an item necessary or documented as intended to be included in the Project, and such item is added to the Project by change order instead of through an awarded bid. There will be no additional fee to the Architect. In addition, the Architect shall reimburse the Owner for any additional cost due to having such item added to the Project by change order instead of through an awarded bid. There shall be a rebuttable presumption that such additional cost is 15% of the change order amount, subject to either the Architect or the Owner demonstrating there is a different or no additional cost due to having such item added to the Project by change order instead of through an awarded bid.

**(d) “No Value Change Orders” occur when the Architect incorrectly designs or specifies an item in the Contract Documents or negligently omits an item from its design or specifications, where the correct design or specification would have added no additional value to the Project and there are costs associated with or arising from correcting the Architect’s error. There will be no additional fee to the Architect. Further, the Architect shall be responsible to pay all costs associated with or arising from correcting the Architect’s error.**

**The foregoing explanation regarding change orders is not intended to restrict in any manner the Owner’s legal rights or remedies for any violation by the Architect of its duties under this Agreement, including for any violation of the standard of care identified in Section 2.2.**

## **PART III: INSTRUCTIONS FOR SUBMITTING A PROPOSAL**

### **A. REQUIRED INFORMATION**

Submit a complete response to the RFP using the format outlined in this Part III.

Responses shall include a Qualifications Proposal and a separate Fee Proposal, as described below. The School District intends to first evaluate the merits of the Qualifications Proposal, and then review the Fee Proposal.

Proposals shall be submitted to the name and address listed on the RFP cover. Proposals must be received by 2 p.m. on Friday, March 2, 2018. Faxed or emailed responses will not be considered.

One (1) original and five (5) copies of the Qualifications Proposal and one (1) original and five (5) copies of the Fee Proposal shall be submitted in separate, sealed envelopes. The outside of the envelope containing the Qualifications Proposal shall be marked, "QUALIFICATIONS PROPOSAL - ARCHITECTURAL SERVICES" and shall bear the proposing firm's name and address. The outside of the envelope containing the Fee Proposal shall be marked "FEE PROPOSAL – FACILITY ASSESSMENT STUDY AND ARCHITECTURAL SERVICES" and shall bear the same name and address as the Qualifications Proposal.

The contents of the response from the selected firm will, at the option of the School District, be included in written agreements to be entered between the School District and the Architect.

No information submitted in response to this RFP should be considered confidential, trade secret or proprietary.

### **B. QUALIFICATIONS PROPOSAL**

The Qualifications Proposal shall be indexed with Tabs 1 through 6, as follows:

- Tab 1 General Summary of the Firm
- Tab 2 Principals and Employees to Provide Direct Services
- Tab 3 Distinguishing Characteristics
- Tab 4 Three (3) Selected Facility Assessment Projects
- Tab 5 Five (5) Selected Public School Projects
- Tab 6 Additional Information

**Tab 1: General Summary of the Firm**

The General Summary of the Firm should include the following information:

1. Identify your office location, and the roadway mileage from your office to the School District's administration office at 401 East Hancock Street, Lansdale, PA 19446. Provide the name, title and contact information for the individual the School District should contact regarding the response to the RFP.
2. Explain your firm's professional experience, including experience in the design of K-12 public education facilities and with the PlanCon process.
3. Describe the types of architectural services your firm is capable and experienced to provide, and also describe design services the firm customarily provides through sub-consultants.
4. Explain your firm's experience in obtaining LEED and Green Globes certification.

**Tab 2: Principals/Employees Providing Direct Services**

1. Identify the principals of the firm, describe their educational and professional background and experience, and specify any role they will play in **directly** providing services to the School District.
2. Identify employees of the firm who will provide direct services to the School District, specify the role each will play, state their titles within the firm, and describe their educational and professional background and experience.

**Tab 3: Distinguishing Characteristics**

Explain what distinguishes you from other architectural firms in providing the services identified in this RFP. What makes you the best choice for this School District? Describe the technical experience of the Firm. Describe your ability to respond expeditiously. Describe the ability of the Firm to furnish the necessary staff to perform the services required by the School District.

**Tab 4: Three (3) Selected Facility Assessment Projects**

Provide information on three (3) previously-completed facility assessment study projects, as follows:

Please include the following for each project:

1. Name of school district and name of the project.
2. Project description including number of buildings studied.
3. Date of final completion.
4. Study cost.
5. Contact information for the school district where the project was performed. including a contact name, address, phone number and email.

**Tab 5: Five (5) Selected Public School Projects**

Provide information on five (5) previously-completed school projects, as follows:

1. One repair/replacement project under \$300,000.
2. One repair/replacement project over \$300,000.
3. One renovation project under \$10,000,000.
4. One renovation project over \$10,000,000.
5. One new school construction project over \$15,000,000.

Please include the following for each project:

6. Name of school district and name of the project.
7. Project description including square footage if applicable.
8. Pre-construction cost estimate.
9. Construction start date.
10. Date of final completion.
11. Project bid cost.
12. The cost of non-owner generated change orders.
13. Contact information for the school district where the project was performed. including a contact name, address, phone number and email.
14. No more than six pictures of each project.

**Tab 6: Additional Information**

1. Identify any litigation, arbitration or mediation where your firm has been a party over the past ten years, and for each, summarize the key issue(s), explain the result and date achieved, identify the owner and all parties to the dispute, and provide a contact name and information for the owner.
2. Identify any circumstances over the past five years where your firm has either paid money in excess of \$15,000 or agreed to have money in excess of \$15,000 withheld from payment, due to a claim alleging that the conduct of the architect or its consultants caused damage, and for each, summarize the key issue(s), explain the result and date achieved, identify the owner and all parties to the

- dispute, and provide a contact name and information for the owner.
3. Three (3) references of public school officials who are not listed at Tab 4, including the project(s) on which your firm worked with each reference.
  4. List all of your firm's current ongoing public school projects, including the name of the district, the district's business manager and contact information, the nature of the project and its current status.
  5. A statement confirming that the responding firm has the capacity to comply with all requirements (including all technology requirements) identified in the RFP, or specifying any exceptions to that statement.

### **C. FEE PROPOSAL**

The Fee Proposal submitted in response to this RFP should be based upon the amended terms of AIA B101-2007, identified in Part II of this RFP. The School District intends to utilize the Fee Proposal submitted by the architect selected through this RFP process in all written agreements entered with the architect. In developing the Fee Proposal, careful attention should be given to the School District's intended terms of agreement at Part II.

The architect's Fee Proposal shall include a fee for Basic Services covering services by the architect and for structural, mechanical, civil (including landscape design) and electrical engineering services, with the exception that in the event a particular project involves an extraordinary degree of civil engineering and/or landscape design services, the School District will consider requests to pay for such services as an Additional Service beyond the Basic Fee.

The Fee Proposal shall provide the following information:

1. Fee Proposal cover sheet, providing the following information:
  - name of firm
  - street address of firm's main office
  - contact person
  - phone number
  - fax number
  - email contact information
  - website address
2. A statement confirming that the responding firm agrees to all of the contract terms in Part II of this RFP, which identifies amendments to AIA Document B101-2007 the School District intends to incorporate into written agreements with the selected architect, or specifying any exceptions to that statement.
3. State the percentage of the Cost of the Work to be charged as a fee for Basic

Services on new construction – identify any applicable sliding scale based on the project cost.

4. State the current hourly rates to be charged for Additional Services.
5. State a not-to-exceed fee to perform a facility study of the School District's three buildings as identified in this RFP. The fee shall include all compensation and other payments due to the Firm (e.g. labor, overhead, profit, direct costs, reimbursables for mileage, phone, printing, etc.) in the performance of the basic services as outlined in this RFP. Submittal of a proposal by your Firm shall be a representation that you understand the scope of the project.

TO: All Vendors  
FROM: Director of Business Administration  
RE: Affirmative Action

The North Penn School District is an Equal Opportunity Employer. The Board of Education has made it a matter of policy that it will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendors list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to us.

**STATEMENT OF POLICY**

It is the employment policy of \_\_\_\_\_ that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed (Name/Title of Company Officer)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code