



BYRON W. BROWN
MAYOR

CITY OF BUFFALO
DEPARTMENT OF
PUBLIC WORKS, PARKS & STREETS



STEVEN J. STEPNIAK
COMMISSIONER

RISHAWN T. SONUBI, M.Arch/M.U.P.
DEPUTY COMMISSIONER OF
BUILDINGS & ENERGY MANAGEMENT

October 28, 2017

**RE: Request for Proposals
For Architectural, Engineering & Environmental Services**

The Department of Public Works, Parks & Streets is soliciting proposals for professional Architecture, Engineering & Environmental services for the Public Improvements for:

**ENGINE 25
NEW FIRE STATION DESIGN
JOB #1724**

Deadline for submittal is: TUESDAY, DECEMBER 5, 2017, 4:00 PM
(8) Copies of the completed proposal to be submitted to: **City Hall Room 616**

PRE-SUBMITTAL MEETING: WEDNESDAY, NOVEMBER 8, 2017, 9:30 A.M. in the
BFD Headquarters Emergency Operations Center on 195 Court, Buffalo, NY 14202

SCOPE OF WORK

1. The consultant shall provide professional architectural and engineering services for the design of a new fire station for Engine 25 based on the Buffalo Fire Department's Space Program and Concept Design for 3 bay fire stations.
2. The consultant shall use the Buffalo Fire Department's Space Program and Concept Design for new fire stations for the Pre-Design, Scoping & Programming Phase. The BFD Space Program and Concept Design is for a 3 bay fire station, and the consultant will be required to revise the space program and concept design for a 4 bay fire station
3. The consultant shall assist in the site selection for the new fire station for Engine 25. The following is a summary of the anticipated tasks for this portion of the work:
 - Analysis of available data for potential sites, including on-site observations

- Comparison of pros and cons of each site, including demographic statistics and available trend projections, response times, BFD operation plans, etc.
 - Preparation of a conceptual site plan drawing for the preferred site
4. Based on characteristics of the site, there may be a need for more in depth review, such as wetland delineation or environmental assessments. The consultant shall include these costs in the Environmental Phase fee schedule.
 5. The consultant shall be required to work within the project timeline. See attached project timeline for details
 6. The project construction budget is \$5 million dollars

Design, Construction and Bid Documents are to be completed within **13 months** from Notice to Proceed. Consulting services shall be phased as described below. Professional services are expected to be sequential, therefore, work on each phase shall not start until the City provides the Consultant written direction to do so. **All projects being bid shall be registered with the City of Buffalo Permits and Inspections Office at the end of the Schematic Design, the consultant is responsible for paying the appropriate fees.** The building will remain an operating service building and assembly space throughout the design and construction. The Consultant shall structure their field investigations to minimize disruptions with daily operations. The contract documents and phasing of construction shall also be structured to maintain daily operations. Barricades may have to be erected to prevent the construction site from being disturbed. This building is subject to vandalism.

PRE-DESIGN, SCOPING & PROGRAMMING PHASE

1. Meet with DPW staff and tenant agency representatives to determine scope of project, including relocation plans if necessary.
2. Conduct related existing field conditions inspection to review of the existing facility to determine its condition and restoration needs. The Consultant shall inspect the building and grounds and use their professional judgment to determine the condition and make improvement recommendations.
3. Develop Memorandum of Understanding (MOU) to confirm project Scope for approval by owner.
4. Provide milestone schedule to owner showing anticipated dates for schematic design phase, design development phase, construction phase, bidding and negotiation and construction phase. Include specific dates and durations.

5. Presentation of MOU and milestone schedule to Project Manager and Deputy Commissioner.

SCHEMATIC DESIGN (SD) PHASE

1. Incorporate owner requests and distribute the final preliminary program.
2. Meet with DPW and tenant agency(s) as necessary to incorporate requests.
3. Determine and coordinate any additional required destructive testing with DPW personnel
4. Selection of scope and alternates shall be determined from an itemized construction cost estimate list based on the available budget.
5. Prepare designs, sketches, memoranda, and such other media as necessary to represent the design concepts to the DPW and tenant agency(s).
6. Prepare a preliminary itemized cost estimate for DPW review at the completion of the Schematic design phase.
7. Attend all required design meetings with the DPW, record accurate minutes and distribute same to all parties within five [5] days after the meeting date.
8. Submit samples, manufacturer data sheets, etc., of all proposed materials for DPW review, evaluation and comment.
9. Prepare three (3) complete sets of all final schematic design phase drawings, outline specifications and/or reports for DPW review and approval.
10. Review related documents (job number and description), if needed to eliminate duplication of work.

ENVIRONMENTAL PHASE

1. Based on the scope of work, the consultant shall provide lump sum fee for environmental testing, design, monitoring, reporting, special inspections, geotechnical services, wetland delineation and additional A/E work. The consultant shall coordinate with all sub consultants/contractors/vendors, as required, at no additional cost to owner. The consultant shall also determine and coordinate any additional desired destructive testing with DPW personnel.

DESIGN DEVELOPMENT PHASE

1. Based on the City approved Schematic Design and existing condition Survey, the Consultant shall prepare the Design Development documents. These shall consist of drawings and other documents that establish and describe the size and character of the project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate; including any required utility renovation/relocation. Where required types and amounts of Hazardous Materials to be removed or otherwise addressed.
2. Attend all required design development meetings with the DPW, record accurate minutes and distribute same to all parties within five [5] working days after the meeting date.
3. Site visits as required to review and verify field conditions.
4. Provide three [3] complete review sets of all working drawings at the following percentages of completeness: Fifty Percent [50%] for DPW review. Also, provide three [3] sets of technical specifications at the Fifty Percent [50%] completion for DPW review.
5. Prepare a construction **certified third party** itemized cost estimate for DPW review at the end of the Design Development Phase, in concert with the Fifty Percent [50%] review set. **In-house consultant estimates may be accepted with prior approval by project manager.**
6. Consultant to schedule a meeting with the City of Buffalo's designated sustainability personnel to discuss possible energy incentives associated with this project. Any additional scope to be negotiated as an additional service to the consultant's contract.

CONSTRUCTION DOCUMENT PHASE

Construction documents shall be prepared based upon the approved Design development documents. This shall include:

1. Design coordination meetings with the owner as necessary.
2. Periodic Site visits as required to review and verify existing field conditions vs. design scope.
3. Take preconstruction color photos to document site conditions and for the City to use as needed.

4. Provide plans and specifications for each project and phase required for bidding, construction and oversight of the contractor.
5. Obtaining all necessary approvals including, but not limited to: SHPO, Zoning Board, Planning, Permit Office and all related utility companies. All approvals to be obtained PRIOR to bid. **Permit and approval fees to be included in the in consultants base fee.**
6. Construction documents shall be submitted for review and approval at 95% of completion.
7. Preparation and submission of a **certified third party** Cost Estimate at 95% of contract document completion. **In-house consultant estimates may be accepted with prior approval by project manager.**
8. Prepare and submit consultant cost estimate and certified third party estimate. Schedule reconciliation meeting with owner and third party estimator.
9. Construction documents shall be formatted as **multiple** trade contracts.
10. As required by Chapter 17 of the New York State Building Code, the Consultant shall prepare the Statement of Special Inspections and shall modify it as necessary to obtain the Code Enforcement Officer's approval.
11. All hazardous testing and design to be completed PRIOR to bid.
12. Prepare a series of alternates as required by project manager to remain within budget at no additional costs to owner.
13. Consultant shall be prepared to split the construction set up as many as (3) separate bid packages at no additional cost to owner.

BID PHASE

1. Prepare bid documents.
2. Include printing of up to (20) sets of the final approved construction documents for bidding, permitting and construction. NOTE: documents must be "3 hole punch" bound. **Consultant to include printing of construction sets in base fee.** Contractors responding to the advertisement for bids and wishing to obtain a set of plans and specifications shall submit a nonrefundable fee of \$58. All fees are to be collected by the consultant and forwarded to the city
3. Coordinate public advertisement for bid, as placed by City of Buffalo, and preparation of printed bid sets, including all required City of Buffalo front end

documents (including bid form). These documents will be provided by City of Buffalo project manager.

4. Conduct a pre-bid walkthrough to describe the project and receive contractor input. Write meeting minutes and distribute including any addendum accordingly.
5. **Deliverables on the day of the Bid Opening:**
 - **Provide City of Buffalo representative with four (4) hard copies of the specifications including addendums for contracting purposes. Provide (1) Hard copy of the drawings.**
 - **One (1) electronic copy (MS word format) on a jump drive of the bidding documents (drawings / specifications including addendums).**
 - **Bidder's checks for bid docs.**
 - **A final list of the plan-holders for the project.**
6. Prepare and distribute to all plan holders addenda(s) to answer contractor questions and, as necessary, to clarify the contract documents.
7. Attend the bid opening, provide official sign in sheet and bid tabulation forms with the plan-holders pre-filled in.
8. Review the bids, check for discrepancies and verify the bids, including relevant contractor experience. Document your findings and recommend which bidder is, in your firm's opinion, the lowest responsive and responsible bidder to the City on company letterhead
9. Make changes or revisions to the contract documents as may be required as a result of bidding cost overrun in excess of five percent [5%] of budget or consultant's estimate and supply additional copies, at A/E's expense, of revised documents and drawings as necessary for rebidding; all amendments must be incorporated into their proper location within either the plans and/or specifications.
10. Coordinate post-bid meeting with all prime contractors within **(1) week** of bid and **PRIOR** to contract execution. Post-bid meeting to include, but is not limited to: Scope review, Insurance requirements, contract compliance requirements, and liquidated damage requirements. City project manager to invite city insurance and contract compliance personnel to meeting.

CONSTRUCTION ADMINISTRATION

1. Take preconstruction color photos to document site conditions and for the City to use as needed. The Consultant will also be responsible for producing color photos documenting completed work. The color photos will be keyed to a site map indicating the location that they were taken from and the perspective of the

picture. Each color photo will need to be date and time stamped as well. These color photos will be part of the Final report submitted to the City. Pre-construction and Post construction photos should be taken from the same position when whenever possible.

2. Conduct a pre-construction meeting. Consultant shall chair, prepare and distribute minutes of the pre-construction meeting. Consultant shall request for approval:
 - i. List of Subcontractors
 - ii. Schedule of Values
 - iii. Construction Schedule
 - iv. List and schedule of material submittals
 - v. Establish a Request for Information (RFI) process for construction.
3. Provide general administration of construction contract by periodic visits to the Project Site and inspections by the Consultant and members of their staff at least once a week. All persons engaged or employed on inspection shall be subject to the approval of the Commissioner of Public Works, Parks & Streets of Public Works, Parks & Streets. The inspection shall be such as to give proper direction on behalf of the City to the contractors and to observe compliance with all contract requirements. This shall include inspection of the execution of the work and the materials and equipment installed by the contractors to the end that the project shall be completed strictly in accordance with the plans and specifications.

The Consultant will not be responsible for the construction methods, techniques, or procedures, or any safety procedures incidental thereto. However, any safety issues observed by the consultant is to be reported in writing, to the city project manager immediately.

4. Provide all 3rd Party testing, inspection, reporting and certifications required by the approved Statement of Special Inspections (Special Inspections Program) and by Chapter 17 of the New York State Building Code.
5. Check all shop and other working drawings of reinforcements, structural steel and other items intended to become a part of the project; examine the drawings submitted by all contractors. Check construction drawings with shop drawings, interpret the plans and specifications and determine any conflicts therein; furnish additional instructions and, when necessary, clarification drawings to carry out the work; issue such clarifying details (SK's) as may be required to achieve conformance with the contract drawings and specifications; prepare, analyze and recommend to the Commissioner of Public Works, Parks & Streets change orders and all modifications of the plans and specifications as may be necessary as the work progresses, and check the fairness of additional costs or credits to be charged or allowed in connection with such changes.

6. Review, approve or reject all submittals. Maintain submittal log. Distribute updated log at each construction meeting.
7. Review and answer all RFIs. Maintain RFI log. Distribute updated log at each construction meeting.
8. Maintain and provide a contractors invoice log of all payments. Consultant is responsible for approving all payments submitted by the contractor. A minimum of 4 completed and signed original sets of collated pay applications with all documentation required by the contract are to be sent to the City project manager for review and processing.
9. Consultation and advice to the City during construction.
10. Preparation and issuance of supplementary sketches or drawings, if required, to resolve actual field conditions encountered.
11. Interpretation of contract documents and resolution of unanticipated field problems through conversations with the Contractor and visits to the site.
12. Review for compliance with design concept and take appropriate action on detailed construction and shop drawings, laboratory, and test reports for materials and equipment submitted by the Contractor.
13. As the construction progresses, Consultant shall issue field directives as necessary to ensure and verify that the work is performed according to the contract documents.
14. Report to and meet with the City representatives / staff every two weeks to discuss the progress of the work utilizing the City's progress form.
15. Assist in the coordination of the work of the contractors and run periodic job meetings at least every two (2) weeks with the contractors' and City representatives to expedite and coordinate the work and minimize possible interferences and delays. Coordinate meeting schedule with City representative. Prepare meeting minutes and distribute to the City, contractor and other interested parties.
16. In order to ensure that construction is performed properly and in accordance with the contract requirements, consultant shall provide construction inspection services relative to the supervision and administration of the construction. The construction observer will prepare weekly observation reports, assist with the General Services, and prepare and monitor completion of a construction punch list.

17. Consultant shall notify the City when a change in the work is proposed which may result in an adjustment of the contract cost or the allowable construction period. Consultant shall evaluate whether the proposed change is justified and reasonable. If necessary, Consultant shall prepare change order(s) and make recommendations for approval.
18. Changes in the plans or procedures recommended by Consultant will be discussed with and approved by the City prior to implementation.
19. The consultant shall remain the Owner's Representative to the contractors for the one [1] year Guarantee Phase for correction of construction deficits
20. If required, prepare and sign as Owner's authorized agent, any Request for Variances from agencies having jurisdiction.
21. Where either required by law or by contract documents verify that required licenses and/or certifications of various workmen are correct and current. Examples, but not limited to: Welder's Certifications, Asbestos Handlers Certifications; Medical Clearance for respirators.

CONTRACT CLOSEOUT PHASE

1. Upon completion of construction, Consultant shall secure:
 - An executed and acknowledged general release from the Contractor.
 - The maintenance bond from the Contractor.
 - Required insurance from the Contractor connected with the work for the one year maintenance and guarantee period.
 - All necessary closeout documents required by the City.
2. Consultant shall also obtain and furnish to the City the following certifications from the Contractor:
 - That all bills are paid.
 - That all subcontractors, payrolls, materialmen, and other indebtedness associated with the work have been paid.
 - That releases of liens have been obtained from authorized subcontractors and materialmen, and from any property owners holding easements.
3. Maintain a record set of project drawings and plans which will show any changes in the work incorporated during construction and revise the drawings to form a final permanent record of the work; furnish a complete set of "record" drawings **IN DIGITAL FORMAT** to the Department of Public Works Office of Planning & Design showing in detail for maintenance and record purpose the work as completed.

4. Turnover to owner all floor plans, roof plans and elevations showing completed work in AutoCAD 2009 format only. Consultant shall supply PDF's of the contract documents for reference as well.
5. Obtain from the contractors all operating and maintenance data (O&M's), instructions, diagrams, replacement parts lists, guarantees and manufacturers' service directory, warranty and furnish a bound volume of the same, arranged for easy reference, to the Department of Public Works for a permanent record.
Must also be provided scanned on a jump-drive, indexed accordingly.
6. Upon verifiable Substantial Completion, make a final and thorough inspection of the completed work to assure that it is in first-class condition and certify to the City the completion thereof in accordance with the drawings, plans and specifications to the best of the Consultant's ability, and thereupon approve the contractors' estimates and claims for final payment.
7. Consultant shall conduct a final inspection and report upon completion of the project, including recommendations to the City concerning acceptance, final payment to the contractor, the release of the retained percentage of payments, if any, and the close-out of the construction contract. Consultant shall certify that the work under the contract has been completed in accordance with the plans and specifications.
8. **Upon completion of the construction,** Consultant shall provide all records to the City including a Final report - 2 color hard copies in 3 ring binder and pdf version on a jump drive for City's use. **Records shall include plans indicating the location of all completed work, weekly reports, all field notes, submittals, RFIs, photographs and other documents produced while working on this project. Must also be provided scanned on a jump-drive, indexed accordingly.**
9. Upon completion of the record drawings, two (2) sets of drawings will be furnished to the City, together with two (2) sets of all record files in electronic format. Drawings shall be submitted in AutoCAD, TIFF and pdf format and all other documents shall be submitted in pdf format. Executive Summary will also be submitted, format to be provided by City. This summary may be requested prior to the completion of the construction in pdf and word format.

EVALUATION:

The City’s objective in soliciting proposals is to enable it to select a respondent that will provide high quality and cost effective services to the citizens of Buffalo. The City will consider proposals only from respondents that, in the City’s sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP. Qualification statements will be evaluated by the City on the basis of which respondents are the most advantageous to the City based on experience and other factors considered.

The evaluation will consider:

- | | | |
|----|---|-----|
| 1. | Related Experience/References | 35% |
| 2. | Project Approach/ Quality Control Process/ Availability/ Schedule | 25% |
| 3. | Fee Schedule | 20% |
| 4. | Availability/ Schedule | 10% |
| 5. | Resumes of key personnel | 10% |

Submitted RFPs to be indexed corresponding to the evaluation criteria listed above.

The City will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFP. The City will make the award(s) that is in the best interest of the City. Each proposal must satisfy the objectives and requirements detailed in this RFP except as otherwise stated. Successful respondents shall be determined by an evaluation of the total content of the proposal submitted. The City reserves the right to not select any of the Qualification Statements. The City shall not be obligated to explain the results of the evaluation process to any respondent.

INSURANCE REQUIREMENTS

The CONSULTANT shall secure policies of Workman's Compensation & NYS Disability, Professional Liability, General and Automobile Liability Insurance, and maintain said policies in force during the life of this contract in the limits set forth:

Workman's Compensation Insurance & NYS Disability:

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the State of New York workmen's Compensation Law.

General Liability:

With respect to all operations the CONSULTANT shall carry Commercial General Liability insurance providing for a minimum limit of two million dollars (\$2,000,000) per occurrence and aggregate for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract.

Automobile Insurance:

With respect to any owned, non-owned, or hired vehicles the CONSULTANT shall carry Automobile Liability insurance providing for a minimum limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage.

Professional Liability:

With respect to any damage caused by an error, omission or any negligent acts of the CONSULTANT, the CONSULTANT shall carry Professional Liability insurance providing two million dollars (\$2,000,000).

All policies of insurance required by this contract shall be provided and maintained at no cost or expense to the CITY and shall name the City of Buffalo as an Additional Insured and Certificate Holder with respect to the CONSULTANT'S activities. Professional Liability, Workmen's Compensation and NYS Disability Insurance shall name the City of Buffalo as a Certificate Holder.

All policies of insurance shall be provided by a company or companies authorized to do business in the State of New York. Before commencing the work, the CONSULTANT shall furnish to the CITY a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. All certificates of insurance shall be subject to the approval of the Corporation Counsel of the City as to form and of the Comptroller of the City as to sufficiency. Such certificates and renewal certificates shall provide for a notice of cancellation, change, lapse or restrictive amendment by certified or registered mail at least thirty (30) days.

Any contractor or subcontractor performing work under this contract shall procure and maintain statutory insurance and other insurance as determined by the CONSULTANT so as to properly cover the liability of the CONSULTANT, contractor and subcontractor(s). The policy limits shall be the same as required of the CONSULTANT and the certificates of insurance shall be delivered to the CONSULTANT.

NOTES:

All Certificates **MUST** indicate and spell out **City of Buffalo** as additional insured where indicated and spell out the Address as 65 Niagara Square, **ROOM 616**

All Certificates MUST be submitted within (1) week of contract award letter.

INSTRUCTIONS FOR CONSULTANTS SUBMITTING PROPOSALS

1. Provide summary descriptions of related experience of your firm.
2. Complete the attached Consultant Fee Schedule.
3. Provide cost breakdowns per project phase and include anticipated hours spent by consultants for each project phase.
4. Prepare a brief statement outlining your availability to work within time frame allotted
5. Prepare a brief statement outlining your understanding of the identified scope of work, and your approach.
6. Resumes of key personnel.
Identify the person(s), by name, who will oversee the work of this project, specifically the lead Project manager
7. The consultant should submit a flat hourly fee for each of the above titles identified.
8. Identify the sub-Consultants your firm will use on this project
9. Deadline for submittal is: **TUESDAY, DECEMBER 5, 2017, 4 P.M., City Hall Room 616. Submit 8 hard copies.** Submit one (1) electronic copy to **Dan Connors, dconnors@city-buffalo.com** and **Rishawn Sonubi, rsonubi@city-buffalo.com**
10. Please direct all requests for additional information, clarification to this Request for Proposal in writing to **Dan Connors, dconnors@city-buffalo.com** and by calling **716-851-5852**

Request for Proposals

**ENGINE 25
NEW FIRE HOUSE DESIGN**

1.	Pre-Design, Scoping & Programming Phase	_____	LS
2.	Schematic Design Phase	_____	LS
3.	Environmental Phase	_____	LS
4.	Design Development Phase	_____	LS
5.	Construction Documents Phase	_____	LS
6.	Bid Phase	_____	LS
7.	Construction Administration/Closeout	_____	LS
TOTAL CONTRACT FEE			_____ LS

NOTES

1. The above fee schedule shall be fully completed and included with your proposal. Payments shall be made, at minimum, monthly based on the percentage each task has been completed. In the event a task is not required or the project is canceled, the Consultant shall be paid only for work completed.
2. The scope of work listed in this RFP supersedes all submitted proposals, unless the RFP has been modified by addendum or written documents from the owner.
3. Fees quoted for each item shall **include** all costs associated with the item, including, but not limited to: mileage, reproduction, printing, phone calls, and postage.
4. Prices quoted shall be based on the described Scope of Services and an estimated total construction cost of **\$ 5,000,000**. If the actual cost exceeds the City's estimate, the consultant will not be eligible for additional compensation.