

Request for Proposals



**City of Minneapolis
Finance and Property Services Department**

**Architectural & Engineering Services for
Minneapolis Fire Department Fire Station No. 4 & 8 Renovations**

RFP 2016-33 Issue Date: April 26, 2016

Proposals Due by: May 26, 2016 at 4:00PM CST



April 26, 2016

To whom it may concern

Attached is a Request for Proposal for Architectural & Engineering (A&E) services. These services are needed for the Minneapolis Fire Department Fire Station No. 4 & 8 Renovations, located at 1101 North 6th Street and 2749 Blaisdell Ave, respectively, in Minneapolis, for the Finance and Property Services Department, Property Services Division. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Please review the RFP for details.

Proposals are due by 4:00 PM on May 26, 2016. A pre-proposal conference will be held at the Royalston maintenance Facility on May 12, 2016 at 10AM (661 5th Ave North), followed by a brief tour of Fire Station No. 4 and Station No. 8.

Thank you for your consideration.

Sincerely,
Chris Backes
Finance and Property Services Department, Property Services Division

Table of Contents

RFP General Information	Page
I. Invitation	1
II. Pre-Proposal Conference	1
III. Proposal Due-Date and Location.....	1
IV. Proposal Format	1
V. Evaluation of Proposals – Consultant Selection	5
VI. Schedule.....	6
VII. Contract.....	7
VIII. Department Contact/Request for clarification	7
IX. Rejection of Proposals	7
X. Addenda to the RFP.....	7
XI. Site Visit.....	8
Attachment A - General Conditions for RFP	9
Attachment B – Scope of Services.....	18
Attachment C – Site & Building Plans	27
Attachment D – Fee Worksheet.....	31

**REQUEST FOR PROPOSALS
FOR
ARCHITECTURAL & ENGINEERING SERVICES
FOR THE
CITY OF MINNEAPOLIS FINANCE & PROPERTY SERVICES
DEPARTMENT
MINNEAPOLIS FIRE STATION No. 4 & 8 RENOVATIONS**

- I. INVITATION:** The City of Minneapolis (hereinafter referred to as the City) makes this Request for Proposals (hereinafter referred to as the RFP) in order to select a qualified consulting firm (hereinafter referred to as the A&E) for providing Architectural & Engineering and Construction Administration Services for the proposed Minneapolis Fire Station No. 4 & 8 Renovations (hereinafter called the Project). The Project is generally described in the “Scope of Services” (Attachment B), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Consultant, City, and other parties involved in the Project.
- II. PRE-PROPOSAL CONFERENCE & TOUR:** A pre-proposal conference will be held at 10 am, May 12, 2016 at Royalston Maintenance 661 5th Ave North, followed by a brief tour of both Fire Stations. All potential Consultants are encouraged to attend this conference and tour.
- III. PROPOSAL DUE DATE and LOCATION:** The Consultant shall submit **six (6) copies** of their proposals to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement
Request for Proposals for:
Architectural/Engineering Services
Minneapolis Fire Station No. 4 & 8 Renovations
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), May 26, 2016.**
NOTE: Late Proposals may not be accepted.

- IV. PROPOSAL FORMAT:** The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section V – “EVALUATION OF PROPOSALS”.

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. **Executive Summary** - The Executive Summary should include a clear statement of the A&E understanding of the RFP, including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.
2. **Scope of Services** - Based upon the “Scope of Services” (Attachment B), the A&E shall describe their understanding of the Project, and their approach to providing full A&E

services, including their approach to accomplishing “Leadership in Energy and Environmental Design (LEED®) New Construction (NC v4) – Silver “level of quality” (not certified) for the Project. Include a detailed description of the A&E services to be provided with a listing of tasks and deliverables.

3. **Previous Similar Experience:** This section should identify similar projects involving Fire Station Renovations and other similar projects, for which the proposing firm has provided full planning, design, construction administration, and observation services. Roles of the firms and key team members shall be clearly identified, including percentage of project involvement from start to finish.

In addition, the A&E shall identify related experience involving LEED®NC building standards. The A&E shall provide documented design experience in at least two building projects involving LEED® standards and Certification. The A&E shall have experience in the field of sustainable building design and a demonstrated ability to comprehensively integrate the concept of “sustainability” into the Project. The A&E shall provide documentation that demonstrates experience relevant to the specification of this RFP, including specialized knowledge and expertise in as many of the following areas of sustainable design as possible: sustainability performance standards for the building, energy efficiency, water efficiency, storm water management, indoor air quality, environmentally sound materials, construction waste management, low maintenance design and materials. The projects listed should include references with name, title, date, and phone, together with the approximate cost per square foot of the space.

4. **Experience and Capacity** - Describe firm and key team member background and related experience, demonstrating availability and ability to provide required services. Indicate if company expansion is required to provide service.
5. **Financial responsibility and capacity of company** including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
6. **References** - List a minimum of three references from contracts similar in size and scope.
7. **Personnel** – This section should include resumes of all proposed A&E design team members and indicate the number of staff available within the firm and/or sub-consultant's firm, for work on the Project. The A&E design team shall include a LEED® Accredited Professional (AP). The A&E shall assign an experienced Project Manager and Team Leader who are experienced in multi-phased design to the Project, who will be responsible for all aspects of service delivery including the qualitative requirements of LEED® - NC v4 Silver. The resumes should identify discipline, level of expertise, years of experience in areas of specialty and any direct work experience on the projects listed under II.B, “Previous Similar Experience”, above.

Use of Consultants: This section should provide a list of consultants which the firm intends to utilize on the Project. Clear indication of previous associations with those consultants as well as the consultant's experience and their intended participation should be included as well as the consultant's commitments to assume responsibility for their performance. Design experience of consultants related to LEED® building standards shall be emphasized.

SUBP participation – The A&E shall make and document every reasonable effort to include certified small businesses, including companies owned by women and minority persons, as part of their design team. Identify SUBP team firms, leaders and team members, their scope and percentage of work and fee.

8. **Familiarity with City Offices and Requirements:** This section should clearly describe the familiarity with City of Minneapolis departments and agencies with which the A&E shall be required to coordinate, such as: the Minneapolis Public Works Department, the Property Services Division, Civil Rights, and the Small and Underutilized Business Program (SUBP).

Cost/Fees - This section shall provide a detailed breakdown of the cost of services anticipated to perform the work for the base project, as well as additional fees related to potential additional scope as described herein and outlined in the “Scope of Services” (Attachment B). The base project is the renovation of both Fire Station No. 4 and No. 8, each approximately 11,000 square feet.

The A&E should address how they would propose to adjust their fees, should the design scope and budget be increased or decreased as a result of any Scope Change.

Each phase of services shall be priced separately and should include hourly rates, reimbursable expenses, and a detailed explanation of cost determination. Specifically, the proposing A&E firm shall identify (as a base fee) those costs related to providing basic services, and then specifically identify those additional costs related to LEED® - NC v4 Silver. Identify anticipated Reimbursables and include them in the total fee. Total fee for the costs of services will be on a lump sum, not-to-exceed basis. **Consultants shall complete the attached Fee Worksheet, Attachment D.**

The cost of services shall include an hourly rate schedule.

- V. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT:** Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Finance and Property Services and representatives of the Minneapolis Fire Department as well as other City staff as they might require. The Evaluation Panel will select a "short list" of qualified Consultants who will be formally interviewed as part of the final selection, as deemed necessary by the City. Evaluations will be based on the required criteria listed in Section IV “PROPOSAL FORMAT”, and the following:

- A. Quality, thoroughness, and clarity of proposal.
- B. Qualifications and experience of staff (includes a review of references).
- C. How well the Scope of Services offered meets department objectives.
- D. Financial responsibility and capacity of company.
- E. Organization and management approach and involvement for a successful project.
- F. Experience working on City of Minneapolis and/or government projects.
- G. Small & Underutilized Business participation.
- H. Cost of services proposed.
- I. Insurance coverage as required for the services by the General Conditions.

A formal Presentation/Interview will be requested of the “short list” Consultants. Specifically, the

City requests that the Consultant’s Project Manager assigned to the proposed project team lead the Presentation and that actual members of the project team (including key sub-consultants) participate in the formal presentation/interview.

The Presentation/Interview of the “short listed” Consultants will consist of the following elements, at a minimum:

1. Discussion of the A&E Design Team’s approach to providing professional services for this Project including program development, multi-phase project delivery, A/E design services, construction administration and inspection services.
2. Discussion of the A&E Firm’s understanding and approach to meeting the desired outcomes for the City for the Project. Past Fire Station Renovation experience.
3. Discussion of the A&E Firm’s familiarity with LEED® requirements as established by the U.S. Green Building Council, and how sustainable design could be incorporated into this Project.
4. Overview of the A&E Firm’s experience as related to the Scope of Services..
5. Questions & Answers: A portion of the Presentation/Interview will be dedicated to questions and answers; a formal list of questions covering a variety of Project related issues will be prepared and made available to each firm just prior to the Presentation/Interviews. The A&E will be expected to respond to each of the questions, and possible follow-up questions that the evaluation panel may have.

The evaluation panel will schedule and arrange for the presentations, following which; the panel will evaluate the presentations and provide their recommendation of the selected A/E Firm to the proper City Council Committee(s) and full City Council for its consideration.

VI. PROJECT SCHEDULE: The following is a listing of key Proposal and Project milestones:

RFP Release	April 26, 2016
Pre-Proposal Conference and tour	10:00 AM on May 12, 2016
Questions on RFP Due by	May 19, 2016
Responses to Questions posted by	May 23, 2016
Proposals due by	4:00 PM on May 26, 2016
Estimated Shortlist Interviews	June, 2016
Estimated Consultant selection	June, 2016
Estimated contract execution	July, 2016
Estimated services start date	July, 2016
Est. Schematic Design completion	August, 2016
Est. Design Development completion	September, 2016
Est. Construction Documents completion	October, 2016
Est. Bidding period	November - December, 2016
Est. Civil Rights Review/Council approval	January 2017
Est. Construction Start	March 2017
Est. Construction complete	November 2017
Estimated services end date (close-out/1 year	December 2018

II. PROJECT PARTICIPANTS: The current intention is that the A&E's primary interface with the City will be with the City's Project Manager who will act as the City's designated representative for the Project. The City, at its discretion, may complete portions of the Project with the City's own work forces. The A/E shall not assume any reduction in services based on the City utilizing its own work forces.

The City will contract independent of the A&E Agreement, a Commissioning Agent (CxA) for the project. In addition, the City may contract with, independent of the A&E Agreement, other consulting firms and contractors as deemed necessary to complete the Project. The A&E shall be expected to coordinate and cooperate with all Project team members.

VII. CONTRACT: The contracting parties will be the City of Minneapolis and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to use the standard form of agreement between Owner and Architect (AIA B214-2012) as a basis for the formal agreement.

VIII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION: The Consultant's primary interface with the City will be with the Contract Manager who will act as the City's designated representative for the Project. Prospective responders shall direct inquiries/questions *in writing only* to:

Contract Manager: Chris Backes, Project Manager
Property Services Division
Department of Finance & Property Services
350 S. 5th St., Rm 223
Minneapolis, MN 55415
Chris.Backes@minneapolismn.gov

All questions are due no later than 4 pm May 19, 2016. Responses to the Questions will be posted by May 23, 2016, on City's RFP website at: <http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

Consultants are prohibited from interviewing City/Fire Department staff or other partners in any effort to obtain information relating to this RFP. All requests for clarification should be submitted in writing as outlined in this RFP. Failure to follow this prohibition could result in the rejection of the proposal.

IX. REJECTION OF PROPOSALS: The City reserves the right to reject any or all proposals or any Consultant on the basis of the proposal submitted.

X. ADDENDA TO THE RFP: If an addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at: <http://www.minneapolismn.gov/finance/procurement/rfp>
The City reserves the right to cancel or amend the RFP at any time.

XI. SITE VISITS AND CONTACTS Consultants may not visit the site property except during the tour that follows the pre-proposal conference.

ATTACHMENT A

General Conditions for Request For Proposals (RFP)

(Revised: Dec, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The A&E agrees to be bound by these requirements unless otherwise noted in the Proposal. The A&E may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the A&E's suggestions.

1. City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

2. Equal Opportunity Statement

The A&E agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the A&E. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The A&E shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

3. Insurance

Insurance secured by the A&E shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the A&E. Any policy deductibles or retention shall be the responsibility of the A&E. The A&E shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the A&E's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The A&E shall require any of its subcontractors, if sub-contracting is allowable

under this Contract, to comply with these provisions, or the A&E will assume full liability of the subcontractors.

The A&E and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

4. **Hold Harmless**

The A&E will indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the A&E, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the A&E to perform, in any respect, any of its obligations under this Contract.

The City will indemnify and hold harmless the A&E and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in the section titled Data Practices, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

5. **Subcontracting**

The A&E shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the A&E has received payment from the City.

6. Assignment or Transfer of Interest

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

7. General Compliance

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

8. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

11. Accounting Standards

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12. Retention of Records

The Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Consultant(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

14. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

15. Living Wage Ordinance

The Consultant may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)" (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf), Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Consultant and its subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

16. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

17. Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

18. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City's [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

19. Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

20. Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

21. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the

City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

22. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

23. Intellectual Property

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

24. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction,

alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a “contract”, as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf

It is the Consultant’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

25. City Ownership and Use of Data

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City’s use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant’s subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

26. Audit Requirements for Cloud-Based Storage of City Data

If the Consultant’s services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were “private data” as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City’s Contract Manager, upon the Consultant’s receipt of the audit results.

27. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City’s marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50 applies to any professional or technical Service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

The goal on this contract will be 11% MBE/WBE (combined).*

* This project has a combined MBE/WBE goal. The SUBP goal may be met by utilizing either a MBE firm or a WBE firm, or by a combination of both MBE and WBE firms.

A list of qualified and available MBEs/WBEs within the scope of services is attached. However, this list is updated periodically and may not be exhaustive. Please visit the Minnesota Uniform Certification Program (MnUCP) directory for more information (<http://mnucp.metc.state.mn.us/>). This is the only certification accepted by the City's SUBP. Consultants must make a Good Faith Effort to meet the SUBP goals prior to submitting their proposal. This means that Consultants must make *every necessary and reasonable effort* to subcontract with MBEs/WBEs¹ prior to submitting their proposal. **Commitment to use MBEs/WBEs, Good Faith Efforts to include MBEs/WBEs participation, and compliance with SUBP will be a factor in the selection of proposal(s).**

GOOD FAITH EFFORTS EVALUATION

If a Consultant does not include any MBEs/WBEs participation towards the project SUBP goals, the Consultant shall demonstrate its good faith efforts to do so. To determine if the Consultant solicited MBEs/WBEs in good faith, following list of actions may be considered:

Soliciting through all reasonable and available means (attendance at pre-proposal meetings, advertising and/or written notices) the interest of all MBEs/WBEs certified in the scopes of work of the contract. The Consultant must solicit MBEs/WBEs in sufficient time prior to proposal submission or to allow MBEs/WBEs to respond to solicitations. The Consultant must determine with reasonable certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up on initial solicitations.

- i) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the project goals will be achieved. This includes, where appropriate, breaking out contract work into smaller units to facilitate MBE/WBE participation, even when a contractor might otherwise prefer to perform these work items with its own forces.
- ii) Providing interested MBEs/WBEs with adequate information about the scope, specifications, design criteria, and technical requirements of the contract in a timely manner to assist them in responding to a solicitation.
- iii) The Consultant must negotiate in good faith with interested MBEs/WBEs and provide written documentation of such negotiation with each such business. In determining whether the Consultant negotiated in good faith, the Evaluation Panel may consider a number of factors including price, scheduling and capabilities as well as the contract goal.
- iv) The fact that there may be some additional costs involved in finding and using MBEs/WBEs is not itself sufficient reason for a Consultant's failure to meet the project goals as long as such costs are reasonable.
- v) If requested by a solicited MBE/WBE, the Consultant must make reasonable efforts to assist such MBEs/WBEs in obtaining bonding, lines of credit or insurance as required by the city or by the Consultant, provided that the Consultant need not provide financial assistance toward this effort.
- (i) Effectively using the services of minority/woman community organizations; local, state and federal business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the solicitation and placement of MBEs/WBEs. A list of organizations can be found here: http://www.ci.minneapolis.mn.us/civilrights/contractcompliance/subp/subp_minbus

¹ The MBE/WBE must be certified within the scope of work and must perform a commercially useful function.

[res](#)

or http://www.ci.minneapolis.mn.us/civilrights/contractcompliance/subp/subp_wmnbusres.

- vi) Consultants must thoroughly document their efforts to solicit to and include MBEs/WBEs participation. Please completely and accurately fill out the attached forms. The City will monitor compliance of SUBP throughout the contract. Compliance with the MBE/WBE goal and other SUBP requirements will be a material condition of the contract and failure to comply may be deemed a breach of contract.
- vii) Please review Minneapolis Code of Ordinances Chapter 423 for more information or the contact the City of Minneapolis Civil Rights Department (612.673.2086).

ATTACHMENT B

SCOPE OF SERVICES

PROJECT DESCRIPTION:

This project will involve major renovation of 2 existing Minneapolis Fire Department Fire Stations, No. 4 and No. 8. The project will update Mechanical and Electrical systems along with making functional improvements, including any required code upgrades. These facilities are not identical but are very similar in design and construction.

The construction portion of the project would be phased so that only one of the two Fire Stations is closed at any time. This project will require collaboration with a City Commissioning agent and Environmental consultants, along with several other City Staff members thru design and delivery of the project.

PROJECT OBJECTIVES:

Major renovation of 2 existing Fire Stations, each approximately 11,000 square feet. This renovations shall include (but not limited to):

- Minor exterior tuck pointing
- New finishes (ceilings, paint, and flooring) throughout both Fire Stations
- Complete Mechanical and Electrical renovation from boilers, air handling equipment (Fire Station No. 4 will retain existing Air Handling units and Station No. 8 will get new units), duct work, electrical switchgear, panels and subpanels, lighting, and all other related systems and components, including new hot water boilers to replace old steam boilers. Digital HVAC controls will be installed in both buildings.
- Bathroom renovations, including 1 ADA compliant restroom in each Fire Station.
- General ADA upgrades and compliant entry.
- Renovation of coop areas to make more user friendly and bring to the current City Standard.
- Complete kitchen renovations with new millwork, stainless steel surfaces, and new appliances.
- Exterior Parking lot resurfacing and a fenced parking lot at Station No. 4
- Provide a facility that has a positive impact on the working environment, including, but not limited to: indoor air quality, thermal control, lighting, and acoustics.
- Create electronic record drawings of both Fire Stations

BASE PROJECT:

The base project will include complete mechanical and electrical renovation of the existing Fire Station Systems. Renovation work is to include the construction of one ADA compliant restroom on the ground floor of each Fire Station. Kitchen and Coop areas should be renovated and modernized. Parking lots should also be considered for upgrade with this renovation work, and exterior fencing around the parking lot will be added to Fire Station No. 4. Rough-ins for voice, data, radio, and other low voltage will also be included in the scope of this project.

A total project cost, including land acquisition, environmental cleanup, site work, building, design fees, overhead, FF&E, contingency and all other 'soft' costs should be assumed not to exceed two and a half million dollars. The A/E should address how they would propose to adjust their fees, should the design scope be increased or decreased.

FUTURE PHASES – ADDITIONAL OPTIONS:

The design of an additional apparatus bay on Fire Station No. 4 shall be included in the base project thru the completion of the SD design phase.

PROJECT BUDGET:

The City has committed capital funding for the initial planning work. The construction budget is approximately \$2,500,000 (two million five hundred thousand dollars), broken down as follows:

- Demolition and Remediation
- Mechanical and Electrical
- Architectural and Finish Improvements
- General Conditions, Permits, Design Fees, Contingency
- City of Minneapolis Project Management and oversight, FF&E
- 15% contingency on construction

The goal of the project is to provide the City with the highest value for its available budget. Progressive Cost Estimating and Scope Management will be utilized, and Add and/or Deduct Alternatives will be identified to assist in achieving this goal.

Design fees should be based upon the base project scope of work, and Proposals should include a framework for basis of additional fees, based upon square footage of site and building that is determined to be added, if any.

Environmental

The City has previously contracted with an independent environmental consultant (IHSC) to perform environmental assessments of the interior of the building. Independent asbestos abatement will be required as part of the Project, but as an independent bid. These reports are available for review; they are being updated and copies will be made available to the A/E during the design process.

Geotechnical

The City will consult independently of this RFP as needed.

DESIGN TEAM:

The Design Team for this Project shall consist of, but not be limited to, the following: the City's Project Manager, the A/E (and sub-consultants), Department representatives from the Minneapolis Fire Department and various other representatives of the Department of Finance Property Services and the City of Minneapolis. The A/E shall be expected to coordinate and cooperate with all Design Team members throughout the Project.

Previous experience working on projects of similar size and complexity, with governmental agencies, is preferred.

LEED® DESIGN REQUIREMENTS

LEED® Plan: The A/E shall assign its LEED® Accredited Professional (AP) to act as LEED® Team Leader who will be responsible to, supervise, manage, document, and direct the process as required to attain **LEED® - NC v4 Silver level of quality.**

Owners Project Requirements (OPR), Basis of Design (BOD)The A/E shall assist the City and the Commissioning Agent in the development of “Owners Project Requirements (OPR)” and “Basis of Design (BOD)” documents, which includes the City of Minneapolis, Property Services Building Standards, and the LEED®-NC 2.2 Registered Project Checklist.

Commissioning: The City intends to contract, independent of the A/E Agreement, a Commissioning Agent. The A/E shall coordinate with, cooperate with, and assist the City's Commissioning Agent in the full commissioning process and its implementation of a Building Commissioning Plan. That plan shall result in full compliance with the LEED® standard for full documentation of building commissioning. In particular it will structure and document the full initiation, testing, operational instruction, and record documentation of all building systems.

SCOPE OF WORK:

The general scope of the entire Project is the complete planning, design, demolition, site preparation, and construction of complete renovations of the existing MFD Fire Station No. 4 and No. 8.

The selected A/E will be responsible for complete planning, design, and contract documents for publicly bidding the construction work, and for construction administration of the complete renovation of Fire Station No. 4 and No. 8.

The Scope of Work for the A/E shall include, but is not limited to, the following major items:

- The A/E shall assist the City in attaining its Project Objectives and Sustainable (Green) Objectives, as stated herein.
- The A/E shall assist the City and its independent Commissioning Agent in the development of “Owners Project Requirements (OPR)” and “Basis of Design (BOD)” commissioning documents for new equipment.
- Development of a Final Building Program (including program options for the base Project) based upon the “Conceptual Design”, the OPR, and the BOD.
- Schematic Design, Design Development, Contract Documents, Bidding Support and Construction Administration, Warranty, and Project Close-out that provides for demolition, site preparation, and construction of a facility that provides for a LEED® Silver level of quality Project under the LEED® - NC v4 Rating System. The project will not be submitted to the USGBC.
- Schematic Design, Final Design, Contract Documents, Construction Administration, Warranty, and Project Close-out that provides for the inclusion of the commissioning process per the requirements of ASHRAE Guideline “0” 2005.
- Progressively detailed, professional Cost Estimating at the end of each phase.
- Bi-weekly design coordination and construction administration meetings.

- Collaboration with independent Commissioning Agents, IT consultants, A/V, Security and office FF&E.
- A/E shall identify anticipated special inspections for this project type and include in their scope specification of Special Inspections and coordination of and collaboration with independent Testing and Inspections consultants.
- The A/E will be responsible for verifying all site conditions, existing elevations, utilities, and systems.
- The final design and specifications shall be in accordance with City of Minneapolis Standards for design and construction.

Scope does not include design and selection of office area Furnishings, Fixtures and Equipment (FF&E), IT, A/V or Security, but does include collaboration and coordination for provision of rough-ins for these disciplines.

The City reserves the right to put on hold or stop the project at each phase.

A/E shall notify the City Project Manager as soon as possible for any change in scope that affects fees. Design fees are to be reviewed and resolved, if needed, at the end of each phase.

There are no Federal funds or related standards involved in this project. There are no special purchasing programs required.

Project Requirements/Phases/Deliverables: The intent of this section is to identify project specific requirements and deliverable services that will be incorporated into the overall contract for A/E design services. In general, at each phase of the design process the A/E will provide, for review and acceptance, adequate written information as to size, scope, cost, and nature of all proposed work.

- A. Commissioning:** The City intends to contract, independent of the A/E Agreement, a Commissioning Agent. The A/E shall coordinate with, cooperate with, and assist the City's Commissioning Agent in the full commissioning process and its implementation of a Building Commissioning Plan. That plan shall result in full compliance with the LEED® standard for full documentation of building commissioning. In particular it will structure and document the full initiation, testing, operational instruction, and record documentation of all building systems.
- B. LEED® Plan:** The A/E shall assign its LEED® Accredited Professional (AP) to act as LEED® Team Leader who will be responsible to, supervise, manage, document, and direct the process as required to attain LEED® - NC v4 Silver “level of quality”.

Owners Project Requirements (OPR), Basis of Design (BOD) The A/E shall assist the City and the Commissioning Agent in the development of “Owners Project Requirements (OPR)” and “Basis of Design (BOD)” documents, which includes the City of Minneapolis, Property Services Building Standards, and the LEED®-NC v4 Registered Project Checklist.

The A/E shall conduct a sustainable design workshop to consider sustainable design alternatives and their costs, and assist the City in determination of LEED and sustainable design priorities consistent with the OPR and BOD documents. The A/E shall re-visit and update this priority list at each design phase.

- C. Budget & Cost Estimates:** The A/E firm shall consider the Project Budget as a “**not to exceed budget**”, and to design the Project needs based upon this amount.

Cost control shall be considered throughout the Project. The A/E shall prepare an estimate of probable construction cost for comparison with the Project Budget. The A/E will continually provide cost related information to the City for decision-making purposes. Value engineering concepts are expected. The intent is to work within the defined budget.

If at any point during the Project it is determined that the proposed budget has or will be exceeded, the A/E and the City shall only proceed based upon the provisions of the Contract and per the provisions of AIA B141, Article 2.1, Section 2.1.7 “Evaluation of Budget and Cost of the Work”.

- D. Program Development:**

The A/E shall review, verify, and update the owner provided “Preliminary Building Program” **This verification shall include a review of existing space utilizations and determine any changes for future space allocation in the facility.**

The A/E will complete a Functional Needs Assessment of all spaces in the Preliminary Building Program as part of developing the Final Building Program. The A/E shall address efficiency of space use, operational flow & function, shared use of space, and parking & equipment storage in order to develop a “Final Building Program” based upon the “Preliminary Building Program”, the OPR, the BOD, and the LEED® Certification Plan.

The A/E will adjust the space allocations of the Base Building Program as needed to account for circulation, hallways, etc. The owner will participate in prioritizing what space program will be reduced or eliminated to stay within budget.

This phase will end with the acceptance of the “Final Building Program” and preliminary construction cost estimate by the City’s Project Manager and the departments involved.

- E. The Concept Design:** The A/E shall prepare conceptual designs in conjunction with and based upon the development of the “Final Building Program”, including consideration of potential options and possible future phases and functions. At a minimum, the A/E shall be expected to submit two (2) alternatives of the conceptual design for approval.

The approved final Conceptual Design shall consist of architectural renderings, electronic 3D representations, and drawings, which indicate the relationship and scale of interior spaces, exterior spaces, pedestrian circulation and vehicular circulation. The concept design indicates how these elements from the “Final Building Program” relate to each other and the requirements of the site.

This phase will end with the acceptance of the “Final Building Program” and construction cost estimate by the City’s Project Manager and the department contact(s) of the Departments involved.

- F. Schematic Design Phase:**

The A/E shall prepare a schematic design that incorporates the requirements of the “Final Building Program”, the LEED® requirements, and the accepted concept design. Emphasis shall be given to the operational business needs, flow, and function. The proposed layout shall be in compliance with

City office standards for space allocation. The Project Manager shall provide to the A/E a list of current Property Services Building Standards for such items as: hardware, plumbing fixtures, electrical, fire alarm, HVAC, HVAC digital controls (DDC), finishes, window treatments, door operators, and others as deemed necessary.

Schematic design shall consist of drawings, outline specifications, and other documents illustrating the scale, nature and relationship of all Project components and systems.

The A/E shall meet with the Project Manager and the department contact(s) of the Fire Department, and other Departments to review this work and prepare alternatives and/or make revisions as directed by the Project Manager.

This phase will end with the acceptance of the “Final Building Program”, Schematic Design and construction cost estimate by the City’s Project Manager and the client department contact(s).

G. Design Development Phase: Based on the accepted schematic design the A/E shall prepare Design Development Documents consisting of drawings, detailed outline specifications and other documents sufficient to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, finish and such other elements as may be appropriate.

The A/E will be required to meet with local code officials, planning and zoning departments, local fire officials, and others as per the City’s direction, in order to identify and resolve issues that will impact the intended use of the space. These issues shall include, but not be limited to the following:

1. Code Review: A/E will meet with local building code and fire officials to verify exiting building code, ADA, fire, and other related issues.
2. Planning and Zoning Review: The A/E shall meet with the Minneapolis Planning and Zoning Departments to arrange for Site Plan Review, Planning Commission Approval, and other related approvals as deemed necessary.

The A/E shall meet with the Project Manager and the department contact(s) of the client Departments to review this work and prepare alternatives and/or make revisions as directed by the Project Manager.

This phase will end with the acceptance of the design development documents and construction cost estimate by the City’s Project Manager and the client department contact(s).

H. Construction Documents Phase: Based on the accepted Design Development Documents, and any further adjustments in the scope or quality of the Project necessary to maintain the Construction Budget, the A/E shall prepare, for review and acceptance by the City, documents consisting of Drawings and Specifications and other Bidding Documents, the Conditions of the Contract, and the forms of the agreements between the City and the Contractor for the Project, setting forth in detail the requirements for the construction of the Project.

The A/E shall meet with the Property Services Project Manager and the client department contact(s) to review this work at 25, 50, 75 and 95% completion, and prepare alternatives and/or make revisions as directed by the Project Manager.

The A/E shall keep the department contact informed of any changes in requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed, and adjust the Estimate of Construction Cost.

The A/E shall act as the agent of the City of Minneapolis, on behalf of the Finance and Property Services Department, Property Services Division in regards to all aspects of Design, and Construction as specified within the scope of services including coordination with various other City of Minneapolis Departments including: Planning, Zoning and Building Inspections.

The A/E shall perform the filing of all design-related documents required for the approvals of governmental authorities having jurisdiction over the Project including Planning, Zoning and Building Inspections. All permits will be obtained by the A/E in coordination with the department contact.

The A/E shall provide complete engineering and design services as described in the Proposal and the RFP.

This phase will end with the acceptance of the construction documents and construction cost estimate by the City of Minneapolis Project team.

- I. Bidding Phase:** The City intends to competitively bid the Project as a single prime general contract. The City, at its own discretion, may complete portions of the Project utilizing its own work forces. The A/E will be required to provide complete drawings and specifications, similar to if the Project were bid out in its entirety. The A/E shall assist the City in obtaining bids. This shall include rendering multiple interpretations and clarifications of the Drawings and Specifications in written form, participating with the City in pre-bid conferences, preparation of any required addenda, and assisting in the evaluation of bids and pre award conferences.

Note to the A/E: No additional compensation shall be due to the A/E for services related to the volume of Bidders, or the number of requests for interpretations or clarifications related to the Project.

- J. Construction Phase:** Existing site and building demolition and site environmental clean-up will be handled under separate City Contract. The Construction Phase will commence with the award of the contract for construction. The A/E shall advise and consult with the City during the Construction Phase. The A/E shall have authority to act on behalf of the City only to extent provided in the Contract Documents.

The A/E shall provide that level of regular on-site inspections that the A/E determines will provide a reasonable assurance that the Work is being performed in a manner indicating that, when completed, it will be in accordance with the Contract Documents. Architects and engineers that the A/E deems to be of appropriate discipline will perform such regular on-site inspections. The A/E represents that the level of staffing will be adequate to perform the A/E's responsibilities.

On the basis of the regular on-site observations, the A/E shall keep the City informed of the progress and quality of the Work, and the results of the A/E's on-site observations. The A/E shall endeavor to guard the City against defects and deficiencies in the work of the contractors. Although nothing shall render the A/E responsible for the errors or omissions of any contractor, or any agent or employee of a contractor, or any other persons performing any of the Work, or for the failure of such person to carry out the Work in accordance with the Contract Documents, the A/E shall be responsible for reporting any errors or omissions of which it becomes aware, or reasonably should have become aware, to the City.

The A/E shall coordinate with the Contractor to arrange for, and attend regular on-site construction meetings as deemed necessary. The A/E shall at all times have access to the Work wherever it is in preparation or progress.

The A/E shall not be responsible for, nor have control, or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project. The Contractor shall have control, or charge of, construction means, methods, techniques, sequences or procedures, and for safety precautions and programs in connection with the Project.

The A/E is responsible for dimensional consistency in the Plans and Specifications. Further, the A/E is responsible to coordinate the physical organization of the Work shown on the Plans and Specifications. The A/E is responsible for review and approval of the Shop Drawings for the dimensional consistency and the physical organization of the work shown on the Plans and Specifications.

Upon request of the Contractor or City the A/E shall render interpretations, with respect to the requirements of the Contract Documents, necessary for the proper execution or progress of Work with reasonable promptness and in accordance with agreed upon time limits. All interpretations and decisions of the A/E shall be consistent with the intent of, and reasonably inferable from, the Contract Documents, and shall be in writing or in graphic form.

The A/E shall have authority to reject work which does not conform to the Contract Documents and whenever, in the A/E's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the A/E shall have authority to require special inspection or testing of work in accordance with the provisions of the Contract Documents, whether or not such work be then fabricated, installed or completed; but, the A/E shall take this action only after written authorization from the City.

The A/E shall receive Contractors' submittals such as Shop Drawings, product data and samples from the Contractors, suppliers and vendors and shall review or take other appropriate action upon them. Such action shall be taken with reasonable promptness so as to cause no delay and in accordance with the Project Schedule requirements.

The A/E shall formulate and make recommendation to the City or take other appropriate action on Change Orders for the City's acceptance in accordance with the Contract Documents.

The A/E shall recommend to the Contractor appropriate minor changes in Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Only a written Change Order shall effect such changes.

Upon notification by, and in conjunction with, the Contractor, the A/E shall make Substantial Completion inspections and prepare and issue Punchlists and, in conjunction with the contractors, perform two (2) follow-up inspections to verify completion of Punchlists items.

The A/E shall conduct inspections to determine the Date of Substantial Completion and Final Completion and shall execute appropriate Project Certificates for Payment.

K. Project Close-Out Phase: The A/E shall receive, review and forward to the City for the City's acceptance written warranties, equipment manuals and related documents assembled by the contractors. O & M manual shall be received and reviewed before equipment training takes place.

The City shall, if reasonably requested by the A/E, require shop drawings provided by the applicable Contractor to be certified for conformity with all applicable laws and codes by a professional engineer who is licensed in Minnesota.

It shall be considered part of the A/E's Basic Services to perform the required warranty checks one (1) year following the Date of Substantial Completion of the Project.

The A/E shall at all times maintain an accurate, up-to-date set of field drawings and Specifications readily available for the City's use. These Drawings will not, however, be Record Drawings.

Attachment C

Site & Building Plans

(H)

(G)

(F)

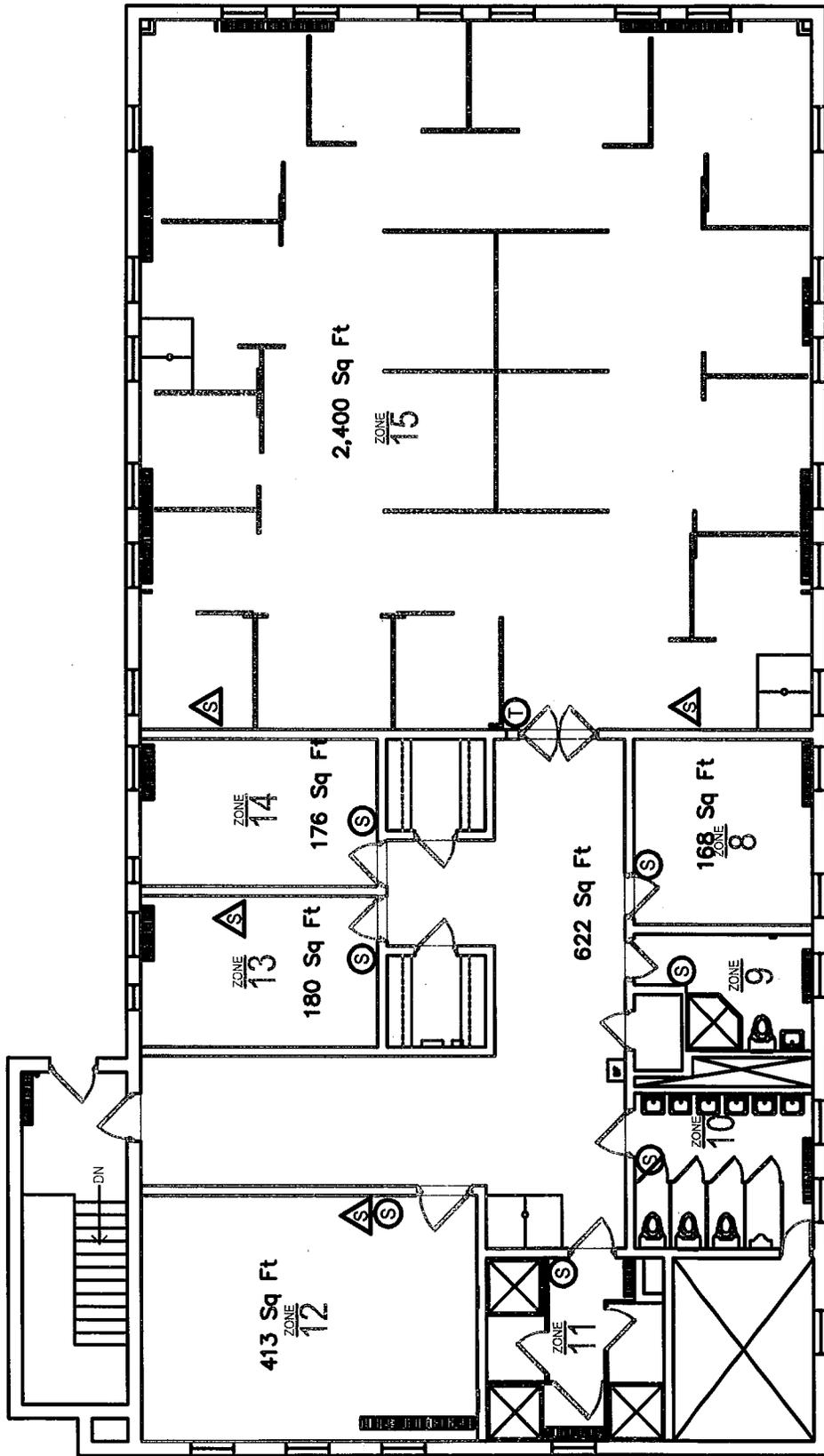
(E)

(D)

(C)

(B)

(A)



(H)

(G)

(F)

(E)

(D)

(C)

(B)

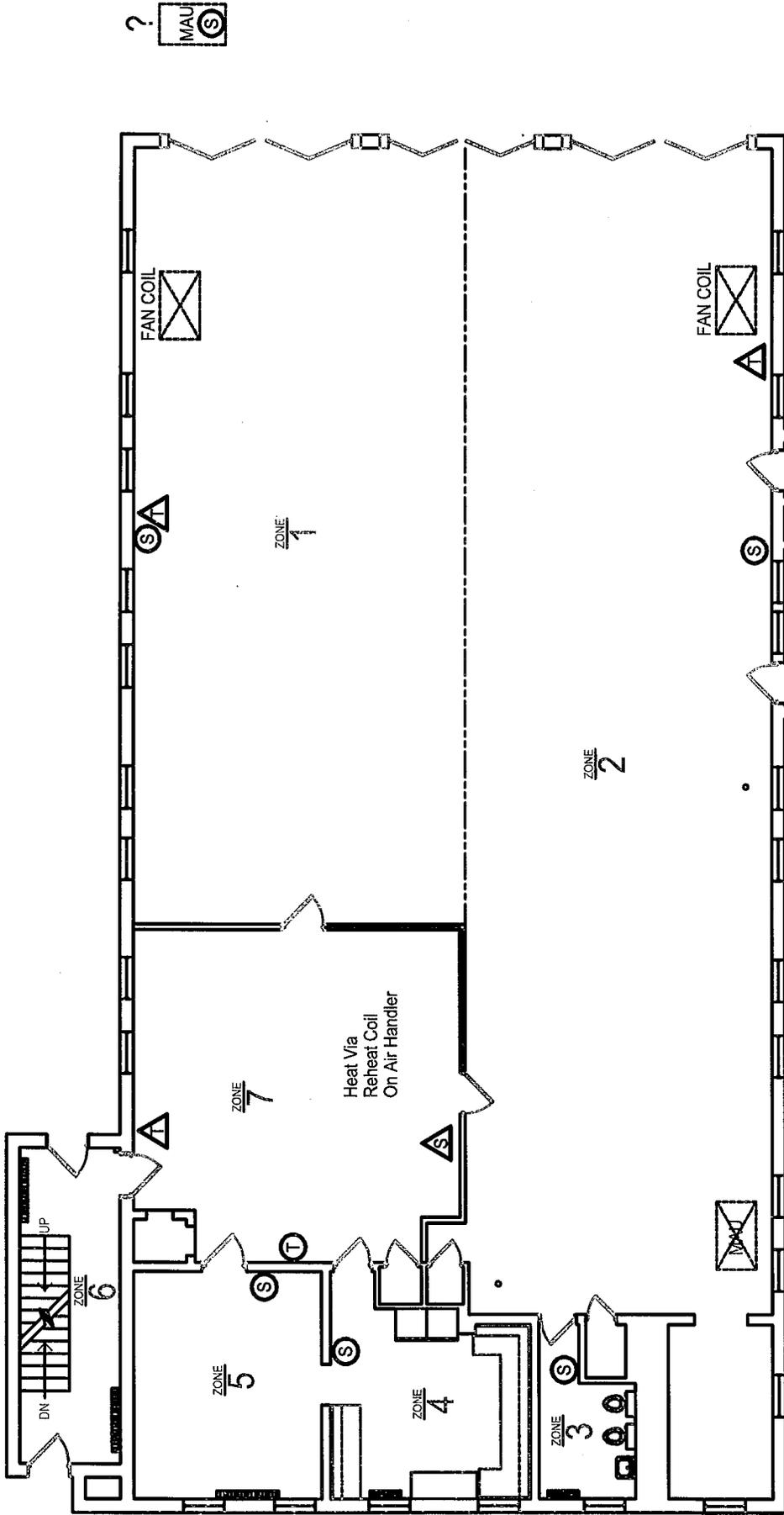
(A)

Legend

(B)	Boiler	(S)	New Sensor
(C)	Controller	(T)	New Thermostat
(N)	Network	(S)	Existing Sensor
(P)	Pump	(A)	Existing Thermostat

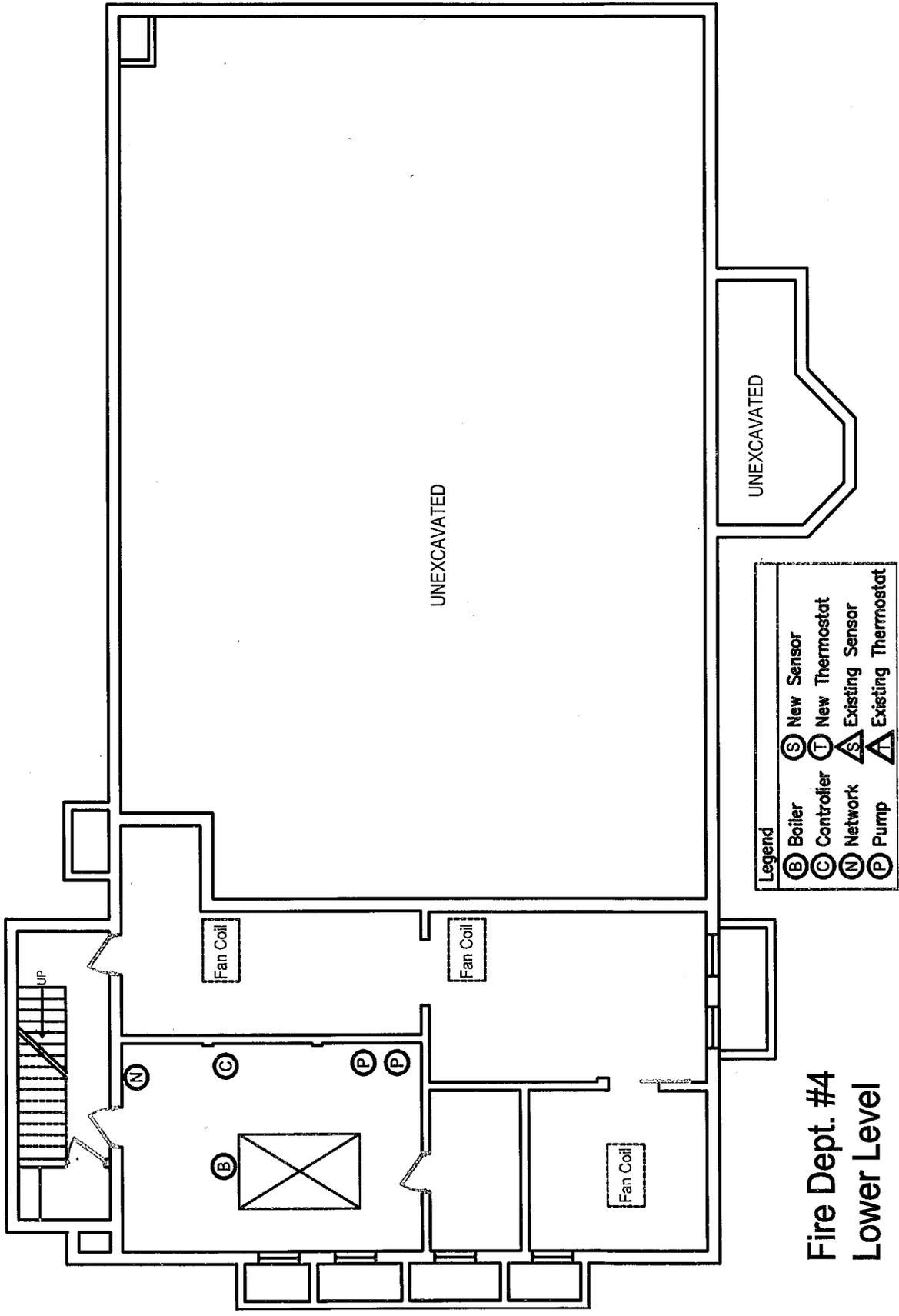
**FIRE STATION #4
SECOND FLOOR**



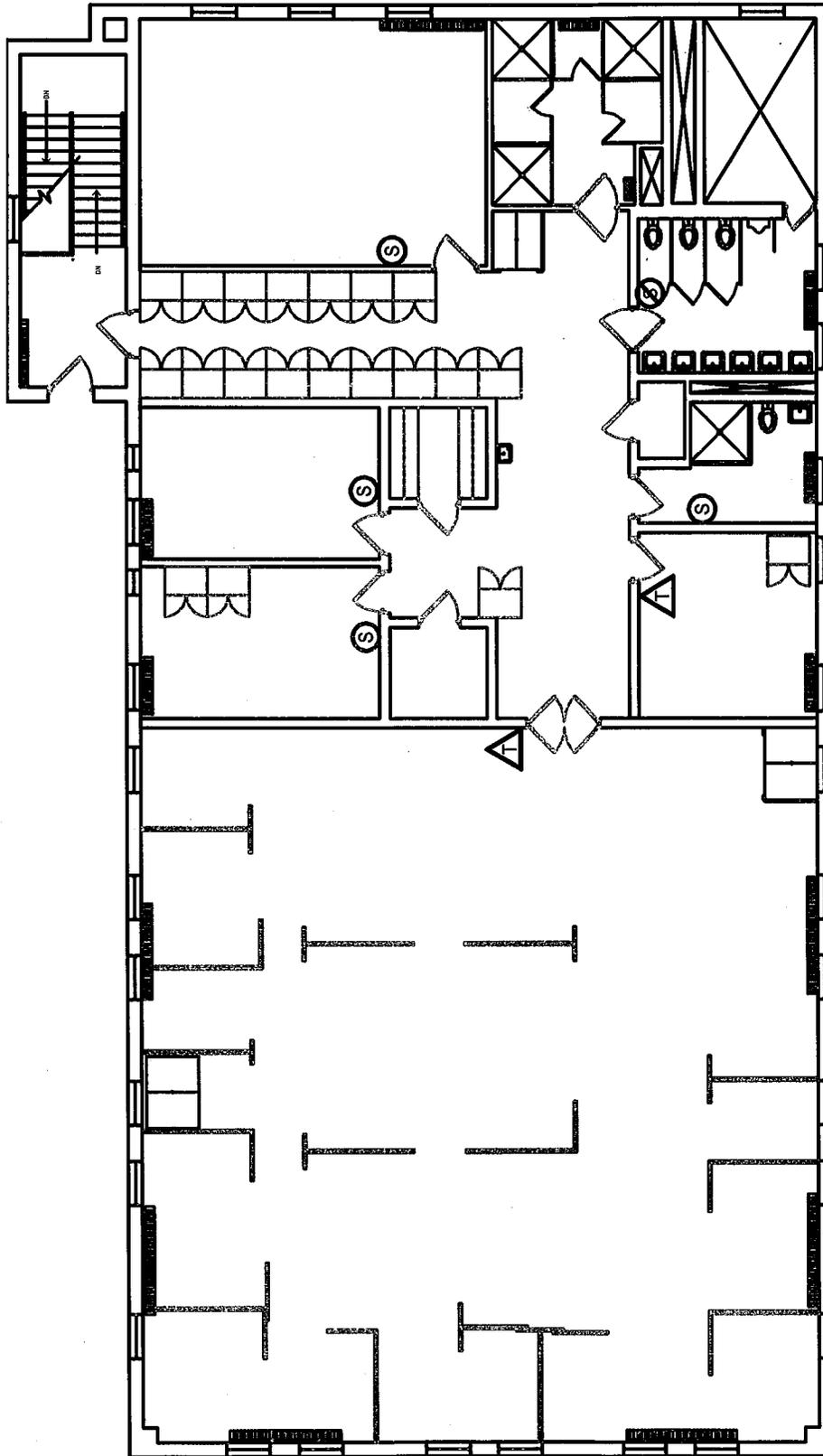


Legend	
(B)	Boiler
(C)	Controller
(N)	Network
(P)	Pump
(S)	New Sensor
(T)	New Thermostat
(S)	Existing Sensor
(A)	Existing Thermostat

Fire Dept. #4
1st Floor

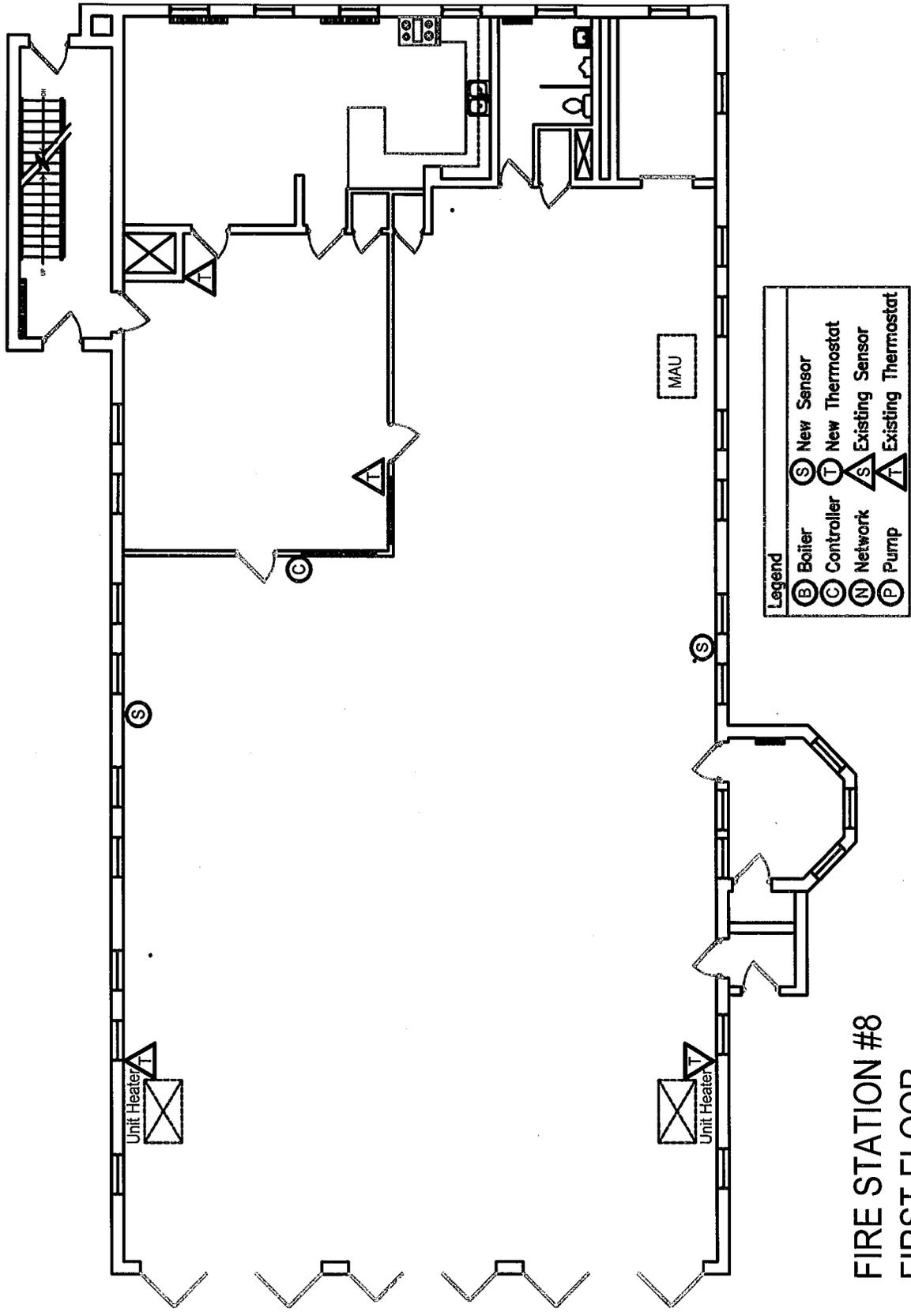


**Fire Dept. #4
Lower Level**

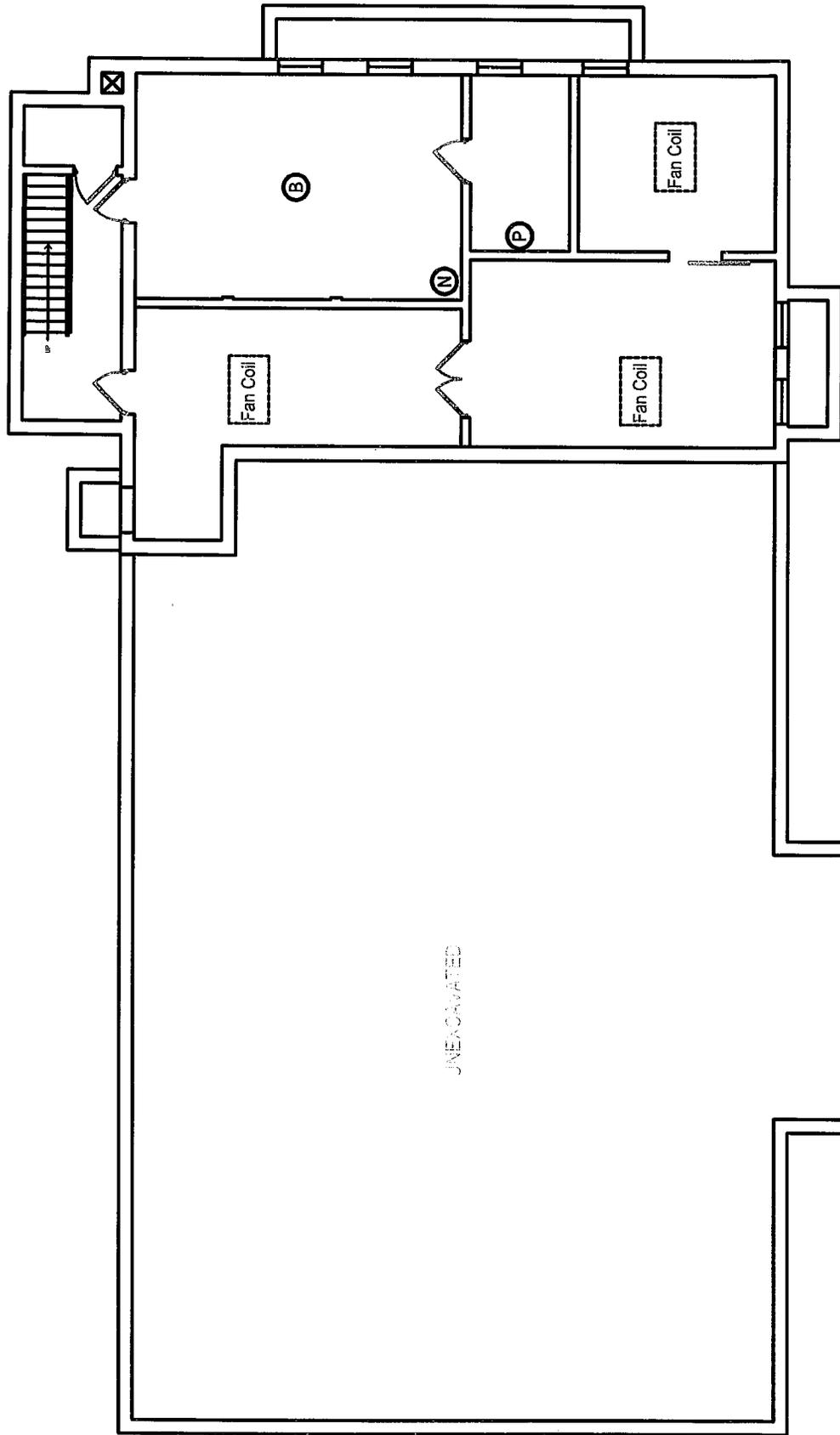


Legend	
(B)	Boiler
(C)	Controller
(N)	Network
(P)	Pump
(S)	New Sensor
(T)	New Thermostat
(S)	Existing Sensor
(T)	Existing Thermostat

FIRE STATION #8
SECOND FLOOR



FIRE STATION #8
FIRST FLOOR



JANEXCAVATED

Legend	
(B)	Boiler
(C)	Controller
(N)	Network
(P)	Pump
(S)	New Sensor
(T)	New Thermostat
△	Existing Sensor
△	Existing Thermostat

FIRE STATION #8
BASEMENT

Attachment D

Fee Worksheet

Attachment D

Fee Worksheet - MFD Fire Station No. 4 & 8 Renovations



Proposal By:
Date

rev 2/18/2016

Team	Firm	Hours						
		Program/CD	SD	DD	CD	Bid	CA	Close
Architect of Record								
Design Architect								
LEED Architect								
Mechanical Engineer								
Electrical Engineer								
Structural Engineer								
Civil Engineer								
Interior Designer								
Cost Estimating								
Additional Consultant								
	Totals	0	0	0	0	0	0	0
MBE \$/%								
WBE \$/%								
	Fee \$ by phase							
Program Verification/Concept Design								
Schematic Design Phase								
Design Development Phase								
Construction Documents Phase								
Bidding Phase								
Construction Administration								
Project Closeout								
Estimating								
Additional Consultants								
Total Leed Related Fees								
Total Professional Design Fees								
Estimated Reimbursables & Misc								
TOTAL =								

How is fee developed?

How would the fee be adjusted if the scope changes?