



Brian J. Kulpa,  
Supervisor

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Planning Director

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Assistant Planning Director

## REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES

**ISSUE DATE:** January 13, 2021

**DUE DATE:** February 5, 2021

**ISSUER:** Town of Amherst  
Community Development  
5583 Main Street  
Williamsville, NY 14221

**LOCATION OF WORK:** 44 Sunset Court, Amherst, NY 14228

**PERIOD OF CONTRACT:** February 2021 through Project Completion

Please submit RFP by 5:00 pm on Friday, February 5, 2021. Proposals must reach the address below by the deadline stated. Incomplete or late proposals will not be considered. The Town of Amherst is not responsible for any expenses related to the preparation of the responses to this RFP. The RFP can be found on the Town's website at: [www.amherst.ny.us/TrackUS/Request for Proposals for 44 Sunset Court](http://www.amherst.ny.us/TrackUS/Request%20for%20Proposals%20for%2044%20Sunset%20Court).

Submit Proposals and Inquires to:

Town of Amherst  
Community Development  
5583 Main Street  
Williamsville, NY 14221  
email: [lstillwell@amherst.ny.us](mailto:lstillwell@amherst.ny.us)  
(716) 631-7050

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## **1. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals for the professional services of an architectural firm to design a single-family home at 44 Sunset Court in Amherst. The single family home will then be sold to an income eligible first-time homebuyer. The firm must have experience in designing single family homes within residential communities. The selected firm will contract directly with the Town of Amherst. Successful cost containment is critical to the financial feasibility of this project as the project is funded by the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program. The Town of Amherst reserves the right to reject any or all proposals for just cause and to waive any informalities in the submission process if it is deemed to be in the best interest of the project and/or any other entity involved in the Sunset project.

## **2. PROJECT DESCRIPTION**

The vacant piece of property, zoned MFR-5, is located at 44 Sunset Court and is approximately 50 ft. x 135 ft. with a 30ft. permanent sewer easement running through a portion of the property. The single family home should be approximately 1,300 square feet with a full basement and an attached garage. The Town of Amherst will be the owner/developer of this project and will sell this home to an income eligible first-time homebuyer, per HUD rules.

## **3. SCOPE OF WORK**

This RFP seeks design services for the development of complete stamped architectural plans for a 1,300 square foot single family home with a full basement and an attached single-car garage.

- The architect should coordinate with the Town of Amherst Engineering Department to fulfill any special associated design requirements due to the proximity of the future house to the on-site sanitary sewer easement (see attached survey).
- Included in plans should be an Engineer's report including a soil investigation report with complete geotechnical information.
- The architect will also prepare a stick-build bid specification write-up for the Town to put out for bid on the construction of the home, which must also include Davis Bacon Wage Rate requirements.
- Attached is the Building Department's checklist for residential buildings.

## **4. SUBMITTAL REQUIREMENTS**

The respondents proposal should include:

1. A cover letter with a brief history of the business including resumes of the owner and key staff assigned to this project.

2. Description of respondent's relevant work experience and qualifications to perform the work described in the Scope of Work. Please list your experience, if applicable, working on similar projects in the last five years.
3. A brief narrative describing the respondent's design vision for the site and any unique design features.
4. A schedule for the Scope of Work to be completed.

## **5. EVALUATION CRITERIA**

1. Expertise, experience, and qualifications of the respondent for providing the services described in the Scope of Work. Personnel presented in the proposal are expected to be the same personnel as will be substantially involved throughout the life of the project.
2. Proposed fees that are competitive among prospective respondents.
3. Schedule for Completion of the Scope of Work.
4. Evidence of satisfactory insurance coverage to meet the insurance requirements of the Town of Amherst.
5. Completeness of the submittal and compliance with the requirements of the RFP.

## **6. GROUNDS FOR REJECTION**

The Town of Amherst reserves the right to reject any firm for one or more of the following reasons:

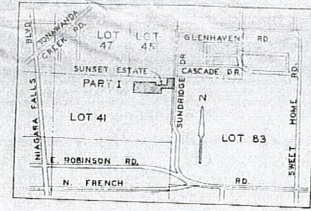
1. Submission does not contain all information requested in the RFP.
2. Submission not received by the required deadline.
3. Firm does not possess the minimum qualifications.
4. Firm is suspended or debarred from projects funded by HUD or New York State.

For any questions, please contact Laurie Stillwell at [lstillwell@amherst.ny.us](mailto:lstillwell@amherst.ny.us) or Susan Fitzpatrick at [sfitzpatrick@amherst.ny.us](mailto:sfitzpatrick@amherst.ny.us), (716) 631-7082. All Requests for Proposals should be received in the office or by email no later than 5 pm on February 5, 2021. RFP's received after February 5, 2021 will be rejected.

### **Attachments**

Survey  
Building Department Checklist  
Iran Divestment  
Consultant Addendum



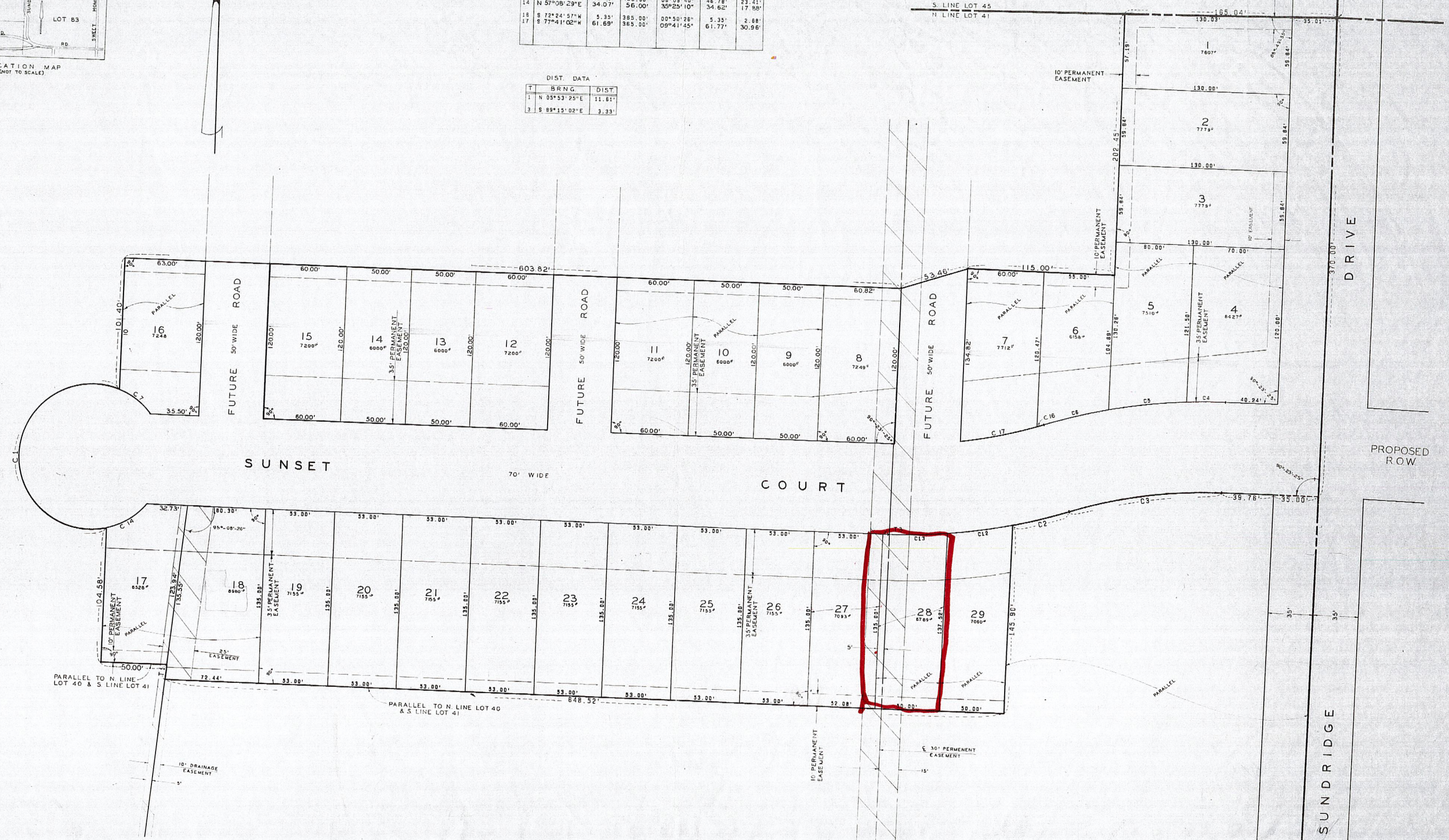


CURVE DATA

C	CHC	BRNG	CHD	RAD	Δ	ARC	TAN
1	S	33°56'56"W	107.46'	56.00'	147°16'05"	44.82'	100.69'
2	S	74°56'49"W	44.80'	435.00'	05°54'14"	44.82'	22.43'
3	N	81°22'22"E	118.94'	385.00'	18°45'14"	118.47'	50.27'
4	N	88°47'15"E	28.79'	435.00'	03°55'28"	28.80'	14.90'
5	N	37°49'43"E	80.84'	435.00'	07°45'38"	80.85'	30.35'
6	N	73°24'48"E	51.87'	435.00'	08°50'10"	51.80'	25.98'
7	N	55°10'30"W	53.20'	56.00'	34°29'04"	33.70'	17.38'
12	S	81°14'38"W	50.75'	435.00'	08°41'20"	50.78'	25.42'
13	S	87°40'07"W	48.75'	435.00'	08°09'40"	48.78'	23.41'
14	N	57°08'29"E	34.07'	56.00'	35°25'10"	34.62'	17.98'
18	S	72°24'57"W	5.35'	385.00'	00°50'28"	5.35'	2.88'
17	S	77°41'02"W	61.69'	385.00'	09°41'45"	61.77'	30.96'

DIST DATA

T	BRNG	DIST
1	N 05°53'25"E	11.81'
3	S 89°15'02"E	3.33'



# SUNSET ESTATES PART I

PART OF LOT 41, TWP. 12, RGE. 7  
TOWN OF AMHERST

ERIE CO., N. Y.  
35 LOTS  
AREA 7.04 AC

OWNER'S CONSENT  
I HEREBY CONSENT TO THE FILING  
OF THIS MAP



*D. J. ...*  
Surveyor



Property located at:

Street Num

Street Name

Town of  
**AMHERST**  
**BUILDING**  
**DEPARTMENT**  
"Building Safety is No Accident"

Building Permit Application Checksheet  
**1 & 2 Family Dwellings**

The following items must be submitted in order to obtain a Building Permit for a 1 or 2 family dwelling:  
(Occasionally if there are unusual circumstances additional information may be required.)

- Completed "BUILDING PERMIT APPLICATION INFORMATION" form.
- 3 copies of a plot plan or site plan:  
Draw to scale with dimensions and show property lines, parking areas, setbacks, accessory buildings, utilities, easements, curb and gutter, curb cuts, walkways, grading, drainage and a north arrow.  
(Irregular shaped lots may require a survey.)
- Flood Information if the proposed building is located in the Special Flood Hazard Area.
- Soils investigation report with complete geotechnical information.
- 3 complete sets of working plans, drawn to scale (1/4" to 1' preferred).
  - Foundation plan - footing and foundation details - show depth of footing, reinforcement, damp proofing
  - Floor plan - indicate use of all rooms, attic access, room sizes, water closet clearance, shower dimensions
  - Building elevations - show exterior materials, roof pitches, grading, chimney termination and attic ventilation.
  - Wall sections - show structural components including beams, headers & blocking.  
Indicate ceiling heights and insulation.
  - Floor/roof framing - show size and type of material, spans, spacing, layout  
and truss specifications, where applicable (structural calculations may be required).
  - Electrical  
show location of electrical panel, smoke detectors, lights, switches, outlets (*including GFCI/AFI protected*).
  - Mechanical & plumbing  
furnace and water heater location, combustion air, washer and dryer, dryer vent,  
floor drains, shower pans etc.
  - Window schedule - show sizes, location and type of glazing (how window opens, i.e. slider, single hung,  
casement or fixed) including basement windows and window well sizes.
  - Stair cross sections - show rise and run, headroom, width, handrails, guardrails and landings.
  - Indicate Structural Design Criteria and provide calculations where applicable.
- 2 copies of specifications. (May be included on plans)
- 3 copies of energy code calculations.
- 3 copies of "UTILIZATION OF TRUSS TYPE CONSTRUCTION, PRE-ENGINEERED WOOD CONSTRUCTION AND/OR TIMBER CONSTRUCTION" checksheet.
- All plans and specifications must be imprinted with the seal and signature of an Architect or Professional Engineer, registered and licensed in the State of New York, in accordance with NYS Education Law. Submit one set with original seal; others may be copies.
- Curb cut permit and initial cut approval from appropriate Highway Department.
- Code compliance analysis from NYS licensed design professional.
- To comply with State Archives & Records (SARA) requirements for long term records retention all submitted documents must be of a clarity appropriate for microfilming
- Filing Fee equal to 1/2 the Building Permit Fee.

Note: All plumbing performed within the Town of Amherst must have a plumbing permit and must be inspected, regardless of who performs the work. Plumbers working in the Town must be licensed by the Town of Amherst. (Homeowners may obtain a permit and perform plumbing work in their existing residence.)

Applicant: \_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn To Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

## **Consultant Major Exposure Addendum to Contract**

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least \$5,000,000.00.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-

Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
- (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law Section 222-a.
- (e) Preference in employment of persons required by Labor Law Section 222.
- (f) Eight-hour workday as required by Labor Law Section 220(2).
- (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
- (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.



9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on \_\_\_\_\_. Brian J. Kulpa, the Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

\_\_\_\_\_

Print Name of Company

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

Date: \_\_\_\_\_

Agreed to and Accepted by:

**Town of Amherst**

By: \_\_\_\_\_  
Brian J. Kulpa, Supervisor

Date: \_\_\_\_\_