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Request for Proposals – Architectural and Engineering Services

C-Wing Expansion and Renovation Project at the Stanton Campus

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Equal Opportunity/Affirmative Action Institution

Delaware Technical Community College (DTCC)
Request for Proposals – Architectural and Engineering Services
C-Wing Expansion and Renovation Project

General

Delaware Technical & Community College is proposing to expand the C-wing at the Stanton Campus by 30,000 square feet to add instructional capacity for its healthcare programs. In addition to the expansion, the project will also include renovating 10,000 square feet of existing space currently occupied by the Stanton Campus Nursing Program.

This project is part of Governor Markell's "Building Delaware's Future Now" Jobs Plan with all contractors being subject to the Employing Delawareans Reporting Requirement outlined in Section 40 of the Fiscal 2012 Bond and Capital Improvements Act (SB 130).

This scope of work is written to outline the required services of an Architectural and Engineering firm to provide all architectural and engineering services and contract administration necessary for the design and construction of the project.

Summary of the C-Wing Expansion and Renovation Project

The C Wing was originally constructed in 1974 and houses the Associate Degree Nursing Program. During these past nine years, the Nursing Program has experienced significant expansion in enrollment, supportive services for nursing students and graduates entering the workforce. The program is highly successful and is in great need of additional space. This expansion program is to provide that needed space. It is anticipated the expansion will be for approximately 30,000 square feet and renovation of existing 10,000 square feet. The Nursing Program will be in session during the expansion and renovation and the design of the expansion should anticipate phased construction.

The Project's proposed layout includes additional state-of-the-art classrooms, four nursing labs and four state of the art long term care, maternity/childbirth and Medical/Surgical labs (2). It is anticipated that this project will use construction management (CM) as the project delivery system. The construction manager is not yet selected, but it is anticipated it will be selected shortly after the architect. The form of contract between the selected architect and DTCC will be AIA Document B101 – 2007, as modified by DTCC's standard amendment which is attached to this document for ease of reference.

Project Summary

This Scope of Services pertains to the site planning, engineering and architectural design for the proposed DTCC C-Wing Expansion and Renovation on the Stanton Campus.

Bidders shall provide three primary services for this project. 1.) Planning and engineering for the site development; 2.) Building design and construction documents for the structure to be erected on the site; and 3.) Construction administration. Other services are required as described below. Following the guidelines of the DTCC, New Castle County, and the State of Delaware, Bidders shall provide preliminary and final plans for approval by all necessary agencies. These documents will also be used as the set of drawings for site and building construction.

Scope of Services

The Scope of Services is divided into two main sections. Section 1 is the Site Development and Section 2 is the Building Design.

Section 1 - Site Development

The selected firm shall prepare all necessary site plans to obtain final approval from the governing jurisdictions, including DTCC. These plans will be in accordance with the Campus requirements of DTCC, New Castle County's Zoning Code, as well as regulations set forth by the Office of the State Fire Marshal, the New Castle Conservation District, the Delaware Department of Transportation and the New Castle County Public Works Department.

Preliminary Site Plan

The selected firm shall prepare a site plan package conforming to the requirements of the governing jurisdictions. This preliminary plan will contain items such as: parcel boundaries, setbacks and buffers, existing grades, proposed grades, drainage design, type and location of storm water management, and parking layouts.

Items such as storm water calculations, Del DOT approvals, utility design (water, sewer, electrical, etc.) and other information that would be considered as part of the final design submittal or construction documentation are not part of the preliminary submittal.

The following information may be required for the Preliminary Plan. The selected firm is responsible for determining the necessary information and providing as required.

Final Site Plan Approval and Agency Submittals

Prepare, submit and obtain Final Site Plan Approval from New Castle County. Approval requires possible negotiation with and Plan Acceptance by:

a. New Castle County Planning and Zoning
b. New Castle County Engineering Department
c. New Castle Conservation District
d. New Castle County Engineering – Public Works
e. Office of the State Fire Marshal
f. New Castle County Mapping and Addressing
g. The State Department of Agriculture
h. The Department of Drinking Water
i. Delaware Department of Transportation (Del DOT)
j. Delaware Department of Natural Resources and Environmental Control

It should be noted that DTCC may be exempt from certain approval processes that are typically required for similar activities not on a campus facility. The selected firm shall be prepared however to provide all necessary information regardless of the situation.

Final Record Plan

Prepare, submit, and obtain approval from New Castle County Planning and Zoning for the Final Record Plan. Coordination between Surveyor of Record for plan review and signature will be required and shall be included in the proposed scope of services.

Section 2 – Building Design

Program Definition and Schematic Design

During this phase the selected firm shall coordinate with the entire development team to establish the program plan details for the C-Wing Expansion and Renovation Project. The team at this stage will consist of the following at a minimum: Architect, Structural Engineer, Mechanical/Electrical/Plumbing (MEP) and the personnel identified by DTCC to be critical to their operations and curriculum. Construction budgets, outside funding and requirements, curriculum requirements and donations will play a significant role in program definition.

Design Development

Based on the approved schematic design and program definition, the selected firm shall proceed with design development of the building. Dimensioned and noted floor plans and elevations shall be prepared along with the building elevations, roof plan, and relevant design sections and details. Preliminary designs of all major components shall be prepared at this stage of the development. This includes MEP and structural designs. Preliminary specifications shall be prepared to further define the critical displays, labs and data tracking systems (i.e. classroom, lab set ups, etc.)

Construction Drawings

Based on the approved Design Development Documents, the selected firm shall proceed with the preparation of construction drawings suitable for a building permit. These drawings will be noted and dimensioned floor plans, elevations, roof plan, typical wall sections, building sections and details and specifications. A full set of structural engineering drawings, fire sprinkler drawings, and mechanical, electrical, plumbing drawings (signed and sealed by licensed Delaware engineers), shall be included. Upon the completion of this phase, bid packages including all construction documents and specifications shall be issued. Because a construction manager will be involved, phase bidding and construction (fast track) techniques may be used and should be anticipated by the selected firm.

Other Areas included in the Scope of Services are listed in Sections 3 through 6 below.

Section 3 – Landscape/Hard Scape

The selected firm shall design and prepare the necessary construction drawings for landscape, and hard scape. At grade level, consideration will be made for view scapes, facility parking location and access, building access, rear and front setbacks and site grading. The designs will include all landscaping around the expanded area of the C-wing.

The firm should focus on low maintenance, sustainable designs utilizing eco-friendly materials and native species. The deliverable Construction Drawings will follow.

Section 4 - Program Management and Construction Administration

Program Management and Construction Administration (CA) shall be provided

throughout the entire design and construction process respectively. This shall be bid as a separate line item.

Support during the Bidding Phase:
- Prepare bidding documents
- Attend bid meetings and answer questions for bidders and Client
- Provide bid analysis

Support during the Construction Phase
- Assist the owner with on-site observation to assure construction documents are followed by contractors.
- Attend bi-weekly construction meetings.
- Answer and respond to questions to support the project completion.
- Provide overview of construction compliance in report format on a monthly basis.

Section 5 - Meetings

Reasonable meetings associated with obtaining the above mentioned approvals shall be included in this scope of work. At a minimum, the following meetings shall be attended by the successful Architect/Engineer(s).

1. Program Plan Development
2. Preliminary Site Plan Review Internal and with the Jurisdictions
3. Final Site Plan Review Internal and with the Jurisdictions
4. Review of Design Development Drawings
5. Review of Construction Drawings
6. Pre-Bid Meeting
7. Bid Review
8. Construction Manager Award Recommendation to Campus Director
9. Bi-Weekly Status Meetings

Section 6 - Deliverables and Schedule

A detailed task list and deliverable list with the corresponding milestone schedule dates shall be provided. This schedule should illustrate the design milestone dates and key agency submittals dates, expected review times and approval dates as based on the firm's experience.

Updated schedules and progress reports shall be provided on a bi-monthly basis once the Scope of Work has commenced.

Firm Experience/Project Team/Key Personnel

The following criteria will be used in selecting a firm to perform these services: experience and reputation; expertise for the particular project; capacity to meet requirements; geographical location; demonstrated ability; familiarity with public works; distribution of work; and the ability to expedite construction start and completion dates. The selection process shall be as set forth in 29 Del.C. §6982(a).

All information shall be submitted on GSA Form SF330 or equivalent. These forms should include a summary of the firm's experience with educational projects. Firms shall demonstrate the following minimum personnel requirements via their immediate team and/or subcontractors.

- Licensed Architect and/or Engineer – Licensed in the State of Delaware.
- Licensed Landscape Architect – Licensed in the State of Delaware
- Licensed MEP firm – Licensed in the State of Delaware

The bidding firm shall provide a detailed breakdown of the team structure and team hierarchy. Key points of contact shall be identified and listed with phone and email. Resumes of all key personnel shall be provided.

Respondents are reminded that the project architect and engineer for this work must be registered and licensed in the State of Delaware. Facsimile submittals are not acceptable.

Subconsultants shall be listed along with a company overview and experience. Key subcontractor personnel and resumes shall also be provided.

Other Information

There will be a pre-proposal meeting and a tour of the existing C-Wing on Wednesday August 10, 2011 at 2:00 p.m. at the Stanton Campus of DTCC. Interested firms should contact Diane Roberts at 302-454-3922 or droberts@dtcc.edu to be included in the meeting and the tour. The pre-proposal meeting is not mandatory, but future escorted tours of the C Wing will be limited so interested parties are encouraged to attend. All submissions will become the property of DTCC and will not be returned.

Interested parties may apply for consideration by contacting Diane Roberts at 302-454-3922 or droberts@dtcc.edu to obtain a complete bid package and/or DTCC's written procedures for the evaluation of applicants.

Interested firms shall submit seven (7) copies of their replies on or before 4:00 p.m. (EST) on Wednesday August 31, 2011 to **Gerard M. McNesby, Vice President for Finance, Delaware Technical & Community College, Office of the President, 100 Campus Drive, P.O. Box 897, Dover, DE 19903.** Respondent bears the risk of late delivery. Any proposals received after the stated time will be returned unopened.

ATTACHENT TO REQUEST FOR PROPOSAL

Amendment 1
To
Architectural Services Agreement
Between
Delaware Technical & community College
And

_____

The parties hereby agree that the attached AIA Document B101 – 2007 shall be amended as set forth herein. The parties hereby further expressly agree that the terms of this amendment shall govern in the event of a conflict between the terms of the attached agreement or any document referenced therein, including, but not limited to, any document identified in Article 13 thereof, and that any contrary provision of any such document shall be superseded hereby.

1. By signing this Agreement, the Architect swears that he has not employed or retained any company or person, other than a bona fide employee working primarily for the firm offering professional services, to solicit or secure this agreement, and that he has not been paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement;

2. All civil engineering services for basic site design shall be included within the scope of Basic Services under Article 3;

3. The Architect shall prepare a detailed construction cost estimate using unit in-place methods with breakdowns including costs of labor, material, overhead and profit, which shall be included within the scope of Basic Services under Article 3;

4. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents, which shall be included within the scope of Basic Services under Article 3. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's judgment to permit adequate review;

5. The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect, shall be subject to other remedies available to Owner at law or in equity;

6. Architect shall provide services in connection with the evaluation of substitutions proposed by the Contractor and making subsequent revisions to Drawing, Specifications

and other documentation resulting there from, which shall be included within the scope of Basic Services under Article 3;

7. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the later of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work;

8. The Architect shall prepare and distribute meeting minutes during the design and construction phases of the Project, which shall be included within the scope of Basic Services under Article 3;

9. Architect shall cause archival quality (mylars) "as-built" drawings to be deposited in the Hall of Records. Providing such record drawings will be considered a Basic Service of the Architect. Upon completion of the project and the recordation of all as-built information, the Architect shall provide to the Owner two (2) copies of all Drawings and the Project Manual on CD-Rom. Drawings must be provided in .dwg format and be compatible with AUTOCAD by Autodesk; Project Manual must be compatible with Microsoft Word (consult with the Owner for program version requirements). In addition to the drawing files, the Architect shall provide to the Owner the pen file(s) used for plotting as well as any fonts, library or any files used that are not included in the standard AUTOCAD program. Providing all such documents shall be considered a Basic Service. Architect shall not be entitled to receive final payment under this Agreement until all obligations under this paragraph have been fully performed;

10. Architects involvement in providing services of consultants for architectural, civil, structural, mechanical and engineering portions of the Project included as a part of Basic Services shall not be Additional Services under Article 4;

11. The Owner may elect to transfer its responsibility under §5.4 to the Architect as an Additional Service under Article 4;

12. A fixed limit of construction cost shall be determined by the Owner prior to commencement of the design. The Architect shall be permitted, with Owner approval, to determine materials, equipment, component systems and types of construction necessary to keep the construction cost within the fixed limit. A contingency amount of 5% of the fixed limit will be included for bidding. If the lowest responsible and responsive base bid exceeds the project fixed limit plus the 5% contingency, the Owner shall proceed as outlined in §6.6. If the Owner chooses to proceed under §6.6.4, the Architect, without additional compensation, shall modify the documents to comply with the fixed limit. Further, there shall be no additional compensation to the Architect for bidding phase costs due to the modifications;

13. All pre-design studies, drawings, specifications, and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like projects without the approval of, or additional compensation to, the Architect. The Contractor,

Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material or Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. This stipulation shall not prohibit the Architect from the reuse of all instruments of service noted above for any other projects or clients;

14. The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp;

15. Article 8 is hereby deleted in its entirety;

16. The rights afforded to Architect under §9.1 shall not apply in the event payment is withheld by Owner pending resolution of a bona fide dispute involving Architect's performance under the Agreement, or has been set-off against other sums lawfully owed to Owner by Architect;

17. Termination expenses shall not include anticipated profit by Architect;

18. Reimbursable Expenses for transportation and subsistence shall be limited to authorized out-of-state travel. Reimbursable Expense shall not include any transportation or subsistence incurred by Architect or any of its consultants to travel to or within the State of Delaware;

19. Payments are due and payable within 30 days after Owner's receipt of the Architect's invoice. Amounts unpaid after 30 days shall bear interest of one percent per month not to exceed twelve percent per annum;

20. Architect shall provide life-cycle cost analysis as a Basic Service;

21. Value engineering shall be completed as a Basic Service before proceeding to the Construction Document phase;

22. Owner or any of its duly authorized representatives shall have access to any documents, books, papers, and records of Architect for the purpose of making an audit, examination, excerpts, and transcriptions. Architect shall maintain all required records for at least three years after Owner makes final payment and all pending matters are closed.

23. Architect shall adhere to the following timetable:

a. Completion of preliminary plans and associated cost estimates:_____;
b. Completion of final plans, specifications, and cost estimates: _____;
c. Securing required State and local approvals: _____;
d. Completion of proposed contract documents sufficient for soliciting bids: _____

24. Architect shall provide surveillance of project construction to assure compliance with plans, specifications, and all other contract documents.

25. Architect shall be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the A/E;

26. Architect shall supervise any required subsurface explorations such as borings, soil tests, and the like, to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the A/E or by others paid by the Owner;

27. Architect shall attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award;

28. Architect shall review proof of bidder's qualifications and recommend approval or disapproval;

29. Architect shall submit a report not less frequently than quarterly to the Owner covering the general progress of the job and describing any problems or factors contributing to delay;

30. All fees for Basic and Additional Services are hourly at the rates set forth in §11.1, not to exceed the amount specified for each service or phase;

IN WITNESS WHEREOF, the parties have set their hand and seal on this indenture on this ___ day of _____, 20__.

Delaware Technical & Community College

_____(Seal)
Orlando J. George, Jr, President

Architect/Engineer

_____(Seal)
By: