DELAWARE TECHNICAL COMMUNITY COLLEGE

Request for Proposals – Architectural and Engineering Services

Leaning Commons Project at the Owens Campus

Delaware Technical Community College (DTCC)
Request for Proposals – Architectural and Engineering Services
Owens Campus Learning Commons Project

General

Delaware Technical Community College is proposing to renovate the existing Stephen Betz Library on the Owens Campus and construct a Learning Commons on the first floor. The library collection opened to the general public and technical services department will be located on the second floor. The second floor will be a resource for not only Delaware Tech students, faculty, and staff but will also serve the community and partner institutions.

The College is currently having a feasibility study prepared to evaluate two potential locations for a new elevator, lobby, public access and security. This study is expected to be completed by August 15, 2013 and will be made available upon request to potential bidders.

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. The construction delivery method will be a General Contractor.

Summary of the Learning Commons Project

The Learning Commons brings together, in one convenient environment, tools and support services that enable students to research, develop, enhance, produce, and finalize their academic work assignments. These tools and services include computer workstations; printers and scanners; research databases; academic software programs; collaborative work areas; technology assistance; and reference sources. In addition, the Learning Commons will provide reference & research services, a copy center, and learning support services/areas to include the Writing Center, Tutoring Center, instruction classroom(s), collaborative spaces, lounge spaces, tutoring rooms, and study areas. The Center for Creative Instruction (CCIT) will be an integral part of the Learning Commons as they will provide support to faculty as they work with their students both within and outside of the commons. Additionally, the Learning Commons will provide much needed space for adjunct faculty to meet with their students outside of the classroom. This space will be adjacent to CCIT, so that adjunct faculty can easily access the support and guidance they need to be successful instructors.

The Owens Campus Learning Commons will be located on the first floor of the Stephen Betz Library. This area will be a resource for Delaware Tech students, faculty, staff, and "members" of the Learning Commons. The library collection and technical services

department will be located on the second floor of the library. The second floor will be a resource for not only Delaware Tech students, faculty, and staff, but will also serve our community and partner institutions.

The Learning Commons will:

- Provide substantial computer resources for students to access presentation technology, printing resources, scanning capabilities, and wireless connectivity located in collaborative areas for students to work on projects together, individual stations, and quiet study rooms.
- Provide an environment that is comfortable, welcoming, and accessible. The Learning Commons should encourage social interaction and cross disciplinary learning outside the classroom. This kind of environment offers wireless access while promoting social interaction and, consequently, collaborative learning.
- Provide students ready access to IT support. A key ingredient to the Learning Commons is support for students that enable them to access Delaware Tech's electronic infrastructure. This supports access to student learning.
- Provide learning support services for students including:
    a. Writing Center – students can receive help on multi-disciplinary writing assignments and projects.
    b. Tutoring Center – students can receive tutoring in many subjects.
    c. Collaboration Suites - students can collaborate on class presentations and group projects.
    d. Research Support – students receive assistance in locating and documenting sources for various projects.
    e. CCIT Services – faculty and students have access to CCIT staff for help and assistance with creating presentations/lessons, multimedia content; and
    f. Adjunct Faculty work/collaboration areas

- Include an enhanced services reference desk to serve as the central hub of information and assistance for students. This desk would provide research and reference information, database assistance, IT support, standing height quick reference computers, and potentially several other services described above.
- Provide a Printing/ Copying Center for students interested in printing projects for course presentations. The Printing Center would offer poster printing, color copies, small binding services for booklets, and brochure printing.

It is essential that the following areas be considered; (a) adequate lighting, (b) convenient restrooms, (c) a robust wireless environment, (d) adequate soundproofing for the study rooms and collaboration suites, (e) architectural design that will limit access to the first floor Learning Commons to Delaware Tech students, faculty, and staff, and those who are "members" of the Learning Commons.

Project Summary

This Scope of Services pertains to the site planning, engineering and architectural design for the proposed Learning Commons Project at the Owens Campus.

Proposers shall provide three primary services for this project. 1.) Architecture, planning and engineering for the entire project inclusive of programming; 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, Sussex County, and the State of Delaware, proposers 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 all regulatory agencies including but not limited to the Campus requirements of DTCC, Sussex County's Zoning Code, as well as regulations set forth by the Office of the State Fire Marshal, the Delaware Department of Transportation, Town of Georgetown Public Works Department. It is anticipated that the Feasibility Study referenced earlier may include some of this work.

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, if applicable.

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 Town of Georgetown. Approval requires possible negotiation with and Plan Acceptance by:

a. Sussex County Planning and Zoning
b. Sussex County Engineering Department
c. Sussex County Conservation District
d. Sussex County Engineering – Public Works
e. Office of the State Fire Marshal
f. Sussex 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 Town of Georgetown 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 – Learning Commons Project 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 Learning Commons Project. The team at this stage will consist of the following at a minimum: Architect,

Structural Engineer, Mechanical/Electrical/Plumbing (MEP), if necessary, 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 may include 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.

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

Section 3 - 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 and provide minutes of meeting.
- Answer and respond to questions to support the project completion.
- Provide overview of construction compliance in report format on a monthly basis.

Section 4 - 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. General Contractor Award Recommendation to Campus Director
9. Bi-Weekly Status Meetings and A/E will provide minutes

Section 5 - 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.

Section 6 – Evaluation Criteria

Firms will be evaluated for both interviews and final selection based on: demonstrated experience on similar projects (15%), experience with public works projects in Delaware (10%), recent project experience; professional reputation (15%), defined approach to the project and project schedule (20%), firm's organization structure relative to the project; experience of individuals proposed for the project (20%), recent experience working on other DTCC projects (10%) and firm's location relative to the project (10%). The selection process shall be as set forth in 29 Del.C. §6982(a).

In support of the Governor's Supplier Diversity Initiatives, all minority and/or women-owned businesses should refer to the OMWBE website at: http://gss.omb.delaware.gov/omwbe/index.shtml.

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 Engineer – 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. Sub-consultants 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** on August 9, 2013 at 10:00 a.m. (EST) in the Stephen Betz Library at the Owens Campus. Interested firms should contact Lin Faucett at 302-855-1618 or lfaucett@dtcc.edu to be included in the meeting. The pre-proposal meeting is not mandatory.

Interested firms shall submit seven (7) copies of their replies on or before 4:00 p.m. (EST) on Thursday, August 29, 2013 to **Gerard M. McNesby, Vice President for Finance, Delaware Technical Community College, Finance Division, Office of the President, 100 Campus Drive, Dover, DE 19903. IMPORTANT NOTE: The Finance Division is located in temporary modular offices** next to the Education and Technology Building on the Terry Campus. Respondent bears the risk of late delivery. Any proposals received after the stated time will be returned unopened. All timely submissions will become the property of DTCC and will not be returned.

ATTACHMENT 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 therefrom, 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;

31. Architect shall integrate the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") practices into project design, with a particular focus on integrating technologies and design/material/construction elements that generate lower long-term operating expenses. Architect and engineers working on the design and construction of capital projects to design projects to meet or exceed LEED Silver standards. All projects will pursue that standard and third party certification unless it is determined that such certification cannot be done at a reasonable cost. To meet this goal, architects and engineers working on the design and construction of capital projects shall consider incorporation of the following goals into each project:

    a. Maximize the incorporation of design elements and technologies to increase energy efficiency, improve indoor air quality, and reduce potable water usage.

    b. Maximize the integration of renewable resources, as geothermal, solar, and wind, into new construction.

c. Manage stormwater on-site through green infrastructure best practices to prevent flooding, reduce water pollution, and promote aquifer recharge.

d. Reduce solid waste generation during construction and integrate recycled content materials.

e. Protect and enhance biodiversity, restore and preserve natural habitats, wetlands and agricultural lands, and withstand and adapt to climate change effects, including sea-level rise.

f. Integrate best land use practices into project design by modeling smart growth approaches to development, including supporting walkable and cyclable communities, prioritizing infill development close to existing infrastructure, ensuring access to public transit, and reducing urban heat island effects.

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: