



**REQUEST FOR DESIGN / BUILD
PROPOSALS FOR A NEW AGRICULTURAL
CENTER**

ISSUED June 24, 2022

(Submission deadline is 5 p.m. on August 8, 2022)

Objective

Colby Community College (CCC), Colby, Kansas, is soliciting proposals from qualified entities for architectural design and construction services for the construction of a new Agricultural Center. This RFP is seeking services for concept/preliminary design, final design, and construction.

Background

Colby Community College is located in the northwest corner of Kansas, approximately 50 miles from the Colorado and Nebraska borders. The college was established in 1964; it is a dynamic institution of more than 1,900 students. In addition to a main campus of approximately 60 acres, CCC operates a 60-acre Agricultural Center for students to use as a hands-on laboratory and training facility.

The main campus consists of 21 buildings constructed of brick veneer, or sheet metal. Due to an increase in enrollment and expanded interest in agriculture programs, CCC needs a new Agricultural Center.

Project Details Site Location

The proposed location for the new Agricultural Center will be on the north side of the main campus, adjacent to the Carr Agricultural Building.

Building Goals

The selected entity will be encouraged to provide guidance and recommendations toward designing the Agricultural Center that will best meet the needs of the college and community. CCC has identified the following goals:

- The Agricultural Center should *fit and flow* with the existing campus buildings such as Thomas Hall, Davis Library, etc.
- The Agricultural Center should be attached to the Carr Agricultural Building with a glass-enclosed breezeway.
- Total Square Footage: The Agricultural Center should be two stories (basement and main level). **We request a proposal for each of the following dimensions:**
 1. Total building area of 12,000 sf (5,000 sf basement and 7,000 sf main-level).

- The Agricultural Center will be comprised of classrooms, offices, common areas, conference room, lecture halls, storage rooms, E-Sports room, mechanical room, stairway and elevator.
- The Agricultural Center should be designed to accommodate storm shelter services for college students.
- The Agricultural Center should be designed to maximize functionality, durability, plus account for and allow future growth.
- The Agricultural Center should embrace sustainable design practices that emphasize energy efficiency as well as renewable and redundant energy sources.
- A rough outline is provided below:

Top Floor	
Bathroom (350 sq. ft. X 2)	700
Large Classroom	1350
Offices (125 sq. ft. per X 10)	1250
Classroom (700 sq. ft. per X 2)	1400
Hallway	1100
Board Room	700
Elevator	100
Commons Area	400
Total	7000
Basement	
Classroom (1,000 sq. ft.)	2000
Classroom (700 sq. ft.)	700
Bathrooms (350 sq. ft.)	700
Elevator	100
Hallways	750
Offices (125 X 6)	750
Total	5000

Preferences

- The Agricultural Center's main floor construction should consist of steel bar joists, metal decks, and a concrete floor. Basement construction should consist of concrete floor and walls.
- The Agricultural Center's construction should consist of a pre-engineered metal building with a standing seam pitched metal roof, metal stud framing, gutters and downspouts, thermal insulation in the external walls and roof, and acoustical insulation in all interior walls. Fire caulking is required.
- The Agricultural Center's exterior walls will be finished brick veneer.
- Flooring will contain a mixture of VCT and Kinetex.
- Walls should be painted sheetrock.
- Ceilings will be suspended.
- Interior doors should be stained wood with hollow metal frames.
- Entrances should consist of storefront windows and doors.
- Furnishings should include RR accessories, toilet partitions, fire extinguishers, and corner guards.
- The Agricultural Center should include an elevator.
- The Agricultural Center should have a fire sprinkler system, HVAC, plumbing and gas, electrical system, fire alarms, and communication/data wiring.

Project Timeline

- See Appendix I

Scope of Work

Phase I: Preparation of the Proposal

1. Site Inspection:
 - a. A mandatory site inspection is required and must be scheduled and completed:

Contact: Seth Carter
Colby Community College
1255 S. Range Ave.
Colby, KS 67701
seth.carter@colbycc.edu
620-228-1800

- b. Each Design/Builder must visit the site of the work before submitting a proposal and must satisfy themselves by personal examination as to the nature and extent of the work as well as all conditions which might affect the execution of this tender and will make all necessary provisions in their proposal. Proposers shall make their own estimate of the site and difficulties to be encountered. No claim shall be allowed at any time after submission of the proposal that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.
 - c. Site inspection must be made in-person and NO LATER than July 29, 2022. Please contact Seth Carter at 620-228-1800 to schedule this.
2. Create a Design Build Proposal (incorporating the following):
- a. Vendor *may* develop alternative layouts for the project on the preferred site. The site layout shall be consistent with the Building Goals set forth by CCC in this document.
 - b. The layout of the site needs to account for the parking needs of the building and any existing public parking that may be displaced by the project.
 - c. Surveying – map the site to 100 feet outside the limits of disturbance in sufficient detail for all planning and design purposes. Map shall include all surface features, utilities – both buried and overhead – plus any other relevant information necessary for the work.
 - d. Geotechnical Investigation – provide geotechnical and foundation evaluation investigations as a part of the site development. *(It is recommended that the Vendor retain the services of a Geotechnical Engineer to perform an investigation of the site soils and determine required design criteria. The Geotechnical Engineer shall be a Professional Engineer licensed in the State of Kansas. Based on these soils' investigations, the Geotechnical Engineer shall make recommendations on type and size of foundations for the complex).*
 - e. Building location and configuration will be evaluated in conjunction with the site plan to use available space and allow opportunity for future growth efficiently and effectively.
 - f. Environmental issues – the site design shall be sensitive to and shall protect the surrounding environment.
 - g. Grading and Storm Water Management – Grade the site and design adequate storm water management facilities to minimize the risk of flooding or excessive ponding. *(It is recommended that the Vendor retain the services of a Registered Land Surveyor licensed in the State of Kansas to prepare a topographic and utility map of the property to serve as the base for design drawings. Survey shall*

extend a minimum of 100 feet beyond limits of disturbance. Using the topographic information, a storm water management plan shall be developed to control runoff and minimize impact to neighboring properties.)

- h. Utilities – provide for all required utilities and where feasible, install all utilities underground. Site utilities shall include but not be limited to: water, sanitary sewer, storm sewer, telephone, electric, cable TV, fiber optics, site lighting, site communications and potential back up power. Coordinate with relevant contractors.
- i. Landscape Design – provide a landscape design for the facility that will be attractive, low maintenance, and consistent with current landscaping designs of CCC. Landscaping should consider best practices in contributing to effective storm water management.
- j. Drawings – develop drawings that illustrate the design concepts being proposed to allow CCC to review and approve the plan. Drawings shall include but not be limited to site plan, floor plan(s), elevations, and colored renderings.
- k. ADA Compliance – Take special care to accommodate for accessibility needs paying particular attention to the Americans with Disabilities Act. Designing only to the minimum requirements of State Code or ADA standards may not be sufficient.
- l. Energy Conservation – Designs shall emphasize energy conservation and consider LED concepts. Develop a report analyzing initial cost versus operating cost to demonstrate energy efficiency and life cycle costing. Consideration of solar power should also be considered, and options provided.
- m. Roofing must have a minimum 40-year warranty. Also, a delineation of materials and labor.
- n. Structure to consist of structural framing per current Building Codes. Insulation requirements shall be R-19 exterior walls and R-38 roof. Structure may be pre-engineered if vendor is pre-approved by CCC.
- o. Facility to be fire-sprinkled per NFPA requirements, to include: service entrance, excavation, riser, monitoring, and all-other associated costs.
- p. Exterior finish to be maintenance-free materials over the entire exterior, with appropriate façade design consistent with a CCC facility.
- q. Exterior windows to be thermally broken aluminum “storefront” framing with tinted and low “E” insulating glass.

- r. Exterior doors to be thermally broken and anodized aluminum with tinted, low “E” insulating glass at main entrances; painted steel doors and frames at other openings.
 - s. All entrances (not emergency-exits only) to be double-doored “air-lock” configuration.
 - t. Please specify the depth and density of concrete utilized on the facility.
3. Contractor’s License:
 - The perspective Vendor must provide proof of a Contractor’s license.
4. Permit Requirements:
 - The Vendor shall be responsible to provide information necessary to obtain required approvals and permits for the work. In the event that the design is not accepted, and a building permit or other required approvals cannot be obtained, the Vendor shall redesign components of the project at no additional cost to CCC to conform with the requirements and obtain the necessary permits. Presentations are required for permitting and other approvals to CCC. The Vendor shall address and incorporate any comments received from review agencies into the final document. Vendor shall complete any other tasks as needed to meet the project objectives of CCC. Anticipated tasks shall be noted in the Proposal.
5. Constructability:
 - The Vendor shall be fully responsible for the constructability of the proposed site features and structures. The Vendor shall coordinate the preliminary design of all the mechanical, electrical, and plumbing (MEP) work to avoid conflicts between the respective MEP systems and confirm they will all fit into the allotted space. Notwithstanding any recommendations or approvals by CCC, the Vendor shall not be relieved from responsibility for the workability and suitability of the design and all details.
6. Target Completion Date:
 - a. CCC is targeting the building to be furnished and operational by August 2023.
 - b. The Vendor should present the schedule in a Gantt chart format and provide sufficient detail to allow tracking of the progress of the work through each phase.
7. Tax Exempt Entity:
 - CCC is a tax-exempt entity. All proposals should reflect no sales tax included in the final submission.

Phase II: Proposal Submission

1. In order to be considered in the selection process, interested parties shall submit a copy of their Statement of Qualifications and Design/Build proposals no later than **5:00 PM, Monday, August 8, 2022**, to:

Colby Community College
Attn: Seth Carter, President
1255 S. Range Ave.
Colby, KS 67701
seth.carter@colbycc.edu
620-228-1800

2. CCC reserves the right to reject any and all responses resulting from this RFP. Late responses will not be accepted and will be returned to the submitting company unopened. **CCC is not liable for any cost incurred by any person or firm responding to this RFP.**
3. Additionally, CCC reserves the right to reject as non-responsive any proposals, which are not organized and formatted as described in this RFP.

Phase III: Selection of Vendor

1. Finalist Selection
 - a. Upon receipt of submitted proposals, CCC will conduct the initial review.
 - b. It is anticipated CCC will select several Design/Builder finalists based upon information submitted in the proposals. CCC may, during the course of the evaluation process, request additional information to supplement and/or clarify the information provided by any Design/Builder.
2. Finalist's Presentation to the Board of Trustees (BOT)
 - a. Finalists will be asked to make presentations regarding their proposal to the BOT and will be notified no later than August 12, 2022.
3. BOT Approval and Vendor Selection
 - a. CCC and the BOT will review the Proposals and consider the presentations, then select a Vendor who is determined to have submitted the **most qualified proposal in the best interest CCC.**

- b. The evaluation of the proposals may include, but will not be limited to, the qualifications and experience of the Vendor, the scope of the RFP facility design in meeting the needs of CCC, and the estimated total cost of the facility.
- c. CCC shall not be liable for any pre-contractual expenses incurred by any potential Vendor. Pre-contractual expenses are defined as incurred by Design/Build participants and the selected Vendor, if any, in:
 - 1) Preparing and submitting this information in response to this RFP.
 - 2) Negotiations with CCC on any matter related to this procurement.
 - 3) Costs associated with interviews, meetings, travel or presentations.
 - 4) Drawings, designs, submittals to any governmental agency in connection with this project.
 - 5) All other expenses incurred by a proposed Design/Builder prior to the date of award and a formal Notice to Proceed.
- d. Vendor Notification
 - 1) The selected Vendor will be notified within 24 hours of the BOT approval.

Phase IV: Construction

1. Final Design:

The final design shall be reviewed and approved by CCC. If the Final Design is not approved, the Vendor shall revise the design until such time it gains their approval, and any such work shall be completed at no additional cost to CCC.

2. Construction Cost Control:

- a. CCC is anticipating a total project cost in the range of \$3,000,000 to \$3,750,000 for the Agricultural Center Project, including all soft and hard project costs. Controlling the total project cost is critical to project success.
- b. The Vendor shall work within and adhere to this project budget. The Vendor agrees to work closely with CCC to control costs. The Vendor will be keenly aware of project costs throughout all phases of the project.
- c. If an adjustment in the project budget is required to meet the overall objectives of CCC, the Vendor shall promptly notify CCC and provide the necessary supporting documentation to allow CCC to make a decision. The Vendor shall not proceed with

completion of the project without the prior written authorization from CCC and an adjustment to the project budget.

- d. If adjustment of the project budget is not feasible, the Vendor shall work with CCC to modify the project to reduce the scope or phasing of construction to fit within the approved budget.
- e. The Vendor shall remain responsible to maintain the project within the budget. If project costs exceed the budget due to the actions, inactions, and/or errors or omissions of the Vendor, CCC may direct the Vendor to redesign the facility at no additional cost to bring the work within budget.

3. Payment Schedule:

- The Vendor will provide a payment schedule for all equipment, materials and services.

4. Monthly Progress Reports and Quality Control:

- Project progress reports shall be submitted by the first of every month. No payments will be released to the Vendor without an acceptable monthly report. Each report shall detail progress made during the previous month, planned work for the coming month, and any issues to be resolved. All monthly reports shall include an updated project schedule and cost update. Monthly reports shall not exceed one type-written page, excluding updated schedules, charts, or tables. Quality control review meetings will be held with CCC at 30%, 70%, and at completion of each phase of the project.

5. Sub-contractors:

- All sub-contractors must also be licensed as required by the City of Colby. Please document any planned sub-contractors.

6. Management:

- The Vendor shall be responsible for and shall give adequate attention to the performance and completion of the duties, supervision of employees, equipment, and materials all in accordance with the specifications and descriptions of services.

7. Statute and Code Compliance:

- The Vendor must adhere to all state and federal statutes, particularly any relating to federally-funded construction, where applicable. The Vendor must strictly adhere to all local codes and is expected to develop an immediate and ongoing professional business relationship with the city of Colby staff, particularly the Office of Planning and Codes Administration.

8. Tools and Equipment:

- The Vendor will be required to provide all tools, articles, and equipment necessary to complete the work to be performed, including items required for protection of worker or public health and safety.

9. Site Protection:

- Due care and attention shall be given to the duties being performed to ensure that CCC's grounds and surrounding areas are protected from damage. Any restorations made necessary as a result of damage caused by the Vendor are the total responsibility of the Vendor. It shall be the responsibility of the Vendor to advise CCC of any noted property or other damages, prior to the start of the project.

10. Termination:

- In the event that:
 - a. The Vendor refuses or fails to supply sufficient properly skilled workers or proper materials at all times, to perform the Work in the manner and to the standards required under this Agreement, or fails to make prompt payment to sub-contractors or for material and labor, or fails to observe and comply with any provisions of the law, including, without limiting the generality of the foregoing, all requirements of all governing authorities, including federal, state and municipal legislative enactments, by-laws and other regulations now or hereinafter in force which pertain to or affect the Work or the conduct of the Vendor's business at the site; or
 - b. The Vendor fails to institute appropriate corrective action forthwith after verbal notification by the City of Colby or CCC (which shall be subsequently confirmed in writing) of any failure on the part of the Vendor to comply with any of the terms and specifications of this Agreement notwithstanding that such failure as a result of any cause beyond the Vendor's control.
 - c. CCC may, without prejudice to any of its other rights or remedies, terminate this Agreement forthwith upon notice in writing to the Vendor, and take possession of the site and of all materials required in connection with the Work and finish the Work by whatever method CCC may deem expedient, but without undue delay or expense. In such case, the Vendor shall not be entitled to receive any further payment until the Work is finished. Any such action taken by CCC hereunder shall be without prejudice to the CCC's rights against the Vendor or its legal representatives for breach of contract, set off or otherwise.

- d. No payment under this Agreement is required to be made to the Vendor while the Vendor is in default under any of its obligations under this Agreement and CCC's obligation to make any payment under this Agreement will be subject to the condition precedent that the Vendor provide to CCC whatever evidence CCC reasonably requires to satisfy it that the Vendor's obligations are not in default under this Agreement

TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

Proposals submitted for this Project are to follow the outline described below and shall address all requested information. Any additional information that the firm wishes to include that is not specifically requested should be included in an appendix to the Proposal. Firms are encouraged to keep the Proposals brief and to the point, but sufficiently detailed to allow evaluation of the Project approach. Please submit the following information in the order and format indicated below. Proposals should not be more than 20 pages.

COVER LETTER:

- Provide a brief executive summary of your project understanding, and your qualifications. Include the name and address, telephone number, title and signature of the firm's contact person for this procurement. The signatory shall be a person with the official authority to bind the company. The cover letter shall state that the submittal is valid for 90 days.

KEY PERSONNEL AND RESUMES:

- a. Provide a list of key personnel that will conduct the Design/Build services and construction management.
- b. Provide resumes of key personnel.

RELEVANT EXPERIENCE AND REFERENCES:

- Provide a minimum of 3 or a maximum of 5 references for similar projects.

FIRM'S QUALIFICATIONS AND EXPERIENCE:

- a. Provide a summary of firm's service capabilities, qualifications and experience.
- b. Provide the names and qualifications of the primary design consultants and contractors with whom the Vendor proposes to sub-contract. The Vendor shall not replace an identified sub-contractor or sub-consultant without the written permission of CCC.
- c. Provide a complete list of **all** projects nationwide that in the last five years:

1. Have past or pending lawsuits or litigation regarding a design/build or other construction project and list reasons; or if the above does not apply, provide an acknowledgment letter stating that it does not apply, signed by an officer of the respondent company (Please include title of company officer). Failure to provide accurate and complete information as requested is grounds for disqualification.

TIMEFRAME AND FEES:

- a. Provide a schedule of planned commencement and completion of the building Design/Build contract.
- b. Provide fee structure for General Conditions and Overhead & Profit margins as a percentage of the overall project cost.
- c. Provide an estimated total cost for the facility based upon submittal. (*Final project budget will be developed with CCC after the successful Design/Builder is selected.*)

INSURANCE:

- a. The Vendor will provide proof of general liability insurance. The selected Vendor will be required to maintain in force at all times during the performance of their work the following policy or policies of insurance covering its operations:
 1. Comprehensive General Liability: Including contractual liability, products and completed operations and business automobile liability, all of which will include coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00. CCC shall be named as “additional insured” on all policies required to be furnished.
 2. Workers Compensation: Coverage at statutory limits.
 3. The Vendor shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, employees and subcontractors, and have adequate insurance to cover such negligent acts, errors and omissions with minimum limits of \$500,000.00.
 4. Performance bond: In the amount of the project will be required prior to start of construction. Please provide proof of ability to secure a performance bond on this project.

EXCEPTIONS:

- State any exceptions you have to the terms of this RFP, the requirements of the Response, Compensation Proposal and the anticipated Design/Build Contract. If your response varies from the requirements of the RFP, clearly mark those differences. Your Response is a certification that you have thoroughly read the RFP and the anticipated form of Design/Build Contract and agree with their provisions, other than the exceptions noted in the Response.

CONFIDENTIALITY:

- All proposals shall become the property of CCC once submitted. If any of the material you provide is confidential or is a proprietary trade secret, mark that material with a “Confidential” stamp. While CCC will attempt to keep such information confidential, as a public body it cannot guaranty that it will remain confidential. CCC will inform you of a public records request to see such information. You may contest such a request at your sole expense. CCC assumes no responsibility for any liability whatsoever in relation to its compliance with the Public Records Law.

CONFLICTS OF INTEREST:

- Firms submitting a Proposal in response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the agreement for architectural and construction management services to be awarded pursuant to this RFP. If a firm has no conflicts of interests, a statement to that effect shall be included in the Proposal.

SIGNATURES AND COSTS:

- The Proposal shall be signed by an official authorized to bind the firm and shall expressly state the Proposal is valid for a minimum of 90 days. CCC is not responsible for any costs incurred by the firm in preparing or submitting the Proposal.

Point of Contact

All communication and questions regarding the project should be directed to:

Contact: Seth Carter
Colby Community College
1255 S. Range Ave.
Colby, KS 67701
seth.carter@colbycc.edu
620-228-1800

APPENDIX I

RFP is formally issued	June 24, 2022
Vendors must inspect the site no later than	July 29, 2022
Sealed bids are due no later than	August 8, 2022 at 5 PM (CST)
Vendors selected to present to Board of Trustees notified no later than	August 12, 2022
Vendors present at Board of Trustees	August 22, 2022 at 5 PM (CST)
Selected vendor is notified on	August 23, 2022 at 5 PM (CST)
Construction should begin	Fall 2022
Construction should be completed	August 2023