Changes to the RFP

Under Scope of Services

5 g and h

Those services described as basic services in AIA Document B101, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, 2007 Edition, with modifications contained in APPENDIX B of this Request for Proposals. The basic services include the Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, Construction Phase—Administration of the Construction Contract and other services identified as basic services in the Contract, and include normal structural, mechanical, plumbing, electrical, civil, site, environmental, interior design, acoustical, and other engineers, architects, surveyors and/or consultants and other related services necessary for completion of the work. The Architect shall provide all specialty engineers, architects, surveyors and consultants for the Project.

h. If required for the project, the Architect shall be required to develop a zoning plan and land development plan, including building and appurtenance locations, building elevations, etc as required by Pottstown Borough for approval of any required permits. Plans must be developed and approved in accordance with the guidelines of Pottstown Borough. The Architect shall prepare and submit any required use permits to Pottstown Borough. This process may involve presentations to the Planning Commission, Board of Zoning Appeals (for any required zoning variance requests) and the Board of Supervisors, and shall include any changes to the plans and any additional meetings and/or presentations required by the applicable governing body to obtain their approval. Prior to submission of the plans to the, Board of Zoning Appeals, Planning Commission and Board of Supervisors, the Architect may have to make changes in the plans based upon the requirements of various College Departments and/or outside agencies required to review plan documents. Included in the Architect’s scope of services shall be attendance at all required meetings, presentations to College staff, Commissions, Agencies, Boards and Authorities, including affected Federal and State regulatory agencies as required by said groups or deemed necessary by the College for successful completion of the work.

Under Proposal Preparation

9, 10, 11

9. INSURANCE

a. The Architect shall be required to maintain in force such insurance, in amounts acceptable to the College, as will protect itself and the College from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum,
Worker’s Compensation & Employers’ Liability, General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. The Architect and each of its sub consultants shall furnish Errors and Omissions insurance with coverage of not less than $1,000,000.00. All insurance shall be provided by companies authorized to conduct business in the Commonwealth of Pennsylvania. The insurers must also have a policyholders’ rating of “A-“ or better, and a financial size of “Class VII” or better in the latest evaluation by A. M. Best Company, unless the Owner grants specific approval for an exception. The Architect shall furnish the College with an original Certificate of Insurance upon request. The Certificate should name the College as additional insured. The Architect shall notify the College at least 30 days prior to policy cancellation, non-renewal or reduction of coverage. Coverage shall be from commencement of project until final completion, or such longer period as otherwise indicated in the Contract.

10. OTHER INFORMATION

a. Include other relevant information the Proposer deems necessary to provide the services needed to successfully complete the Scope of Services or which the Proposer feels are relevant to its selection.

b. Identify what might be expected from the College over and above general assistance, based upon your understanding of the work.

11. FORM OF CONTRACT

a. The College’s proposed contract document is AIA Document B101, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, 2007 Edition, with modifications contained in APPENDIX B of this Request for Proposals. The College’s proposed contract document and this Request for Proposals contain terms and conditions the College favors and intends to use for the resultant contract. If the Proposer has contractual language and/or contractual documents it wishes to have considered, such contractual language/documents must be submitted as part of the Proposer’s proposal response. Any Proposer receiving a contract award shall be required to execute a contract in substantial compliance with the College’s standard contract and will be required to furnish all other required contact documents within 15 days after receipt of notification that the contract is ready for signature; otherwise, the College may award the contract to another Proposer.

Under General Terms and Conditions

7, 18, 19, 22

7. Royalty and License Fees and Copyright, Trademark and Patent Protection
7.1 In submitting its proposal response, the Architect certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request.

7.2 Unless specified otherwise in the Contract, the Architect shall pay all royalty and license fees relating to the items covered by the contract.

7.3 In the event any third party shall claim that the manufacture, use and sales of these goods and services offered hereby constitutes an infringement of any copyright, trademark, or patent, the Architect shall indemnify and hold harmless the College from any cost, expense, damage or loss incurred in any manner by the College on account of such alleged infringement.

Contractual Claims

Contractual claims by Architect, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Architect’s intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the Vice President of Finance and Administration, Montgomery County Community College, 340 DeKalb Pike, Blue Bell, PA 19422 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Vice President shall render a decision on the claim and shall notify the Architect within 30 days of receipt of the claim. The Architect may appeal the decision of the Vice President of Finance and Administration to the Physical Plant Committee of the Montgomery County Community College Board of Trustees by providing written notice to the Vice President, within 15 days of the date of the decision. The Physical Plant Committee shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Architect institutes litigation within 30 days by filing suit with the Court of Common Pleas of Montgomery County, Pennsylvania. Invoices for all services or goods provided by the Architect shall be delivered to the College no later than 30 days following the conclusion of the work or delivery of the goods/services. The Architect expressly waives any right to penalties, interest and attorney’s fees pursuant to the prompt payment provisions of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 3931 et seq. The Architect expressly acknowledges and agrees that the project and site is used for purely public purposes and neither the Architect nor its sub-consultants have any right to file any claim or lien against the project or property under Pennsylvania’s Mechanic’s Lien Law.

19. Ethics in Public Contracting
19.1 The provisions contained under Chapter 45 (Anti-bid-Rigging) of Title 62 of the Pennsylvania Consolidated Statutes shall be applicable to all contracts solicited or entered into by the College.

19.2 The provisions of this article supplement, but do not supersede, other provisions of Pennsylvania law.

19.3 Return completed Non-Collusion Affidavit attached as Appendix C with Proposal.

Indemnification

To the full extent permitted by law, the Architect shall indemnify and hold harmless the College and its officials, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from this contract, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Architect, any sub-consultant, any persons or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable. This indemnity provision shall be in addition to, and without limitation of, any indemnity provision(s) set forth in the Contract.