



**Cape Henlopen School District - 9517000**

July 11, 2014

ISSUED BY: Brian Bassett, Director of Administrative Services  
Oliver Gumbs, Director of Business Operations  
302-645-6686

SUBJECT: **AWARD NOTICE**  
**2015-001**  
**Construction Management Services – Phase III, Part 1**

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**KEY CONTRACT INFORMATION**

**1. CONTRACT PERIOD**

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Each contractor's contract shall be valid for a two (2) year period from July 10, 2014 through July 10, 2016. Each contract may be renewed for two (2) additional one (1) year period(s) through negotiation between the contractor and Richard Y. Johnson & Son, Inc. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**2. VENDORS**

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Richard Y. Johnson & Son, Inc.  
18404 Johnson Road  
PO BOX 105  
Lincoln, DE 19960  
Dean Johnson  
1-302-422-3732

**3. SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

**4. DELIVERY AND PICKUP**

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Cape Henlopen School District  
Facilities Management Office  
1270 Kings Highway  
Lewes, DE 19958  
Attention: Mr. Brian Bassett

**5. PRICING**

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Prices will remain firm for the initial term of the contract.

3.5% CM Fee. Pre-Construction fee of \$150,000.00

**ADDITIONAL TERMS AND CONDITIONS**

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**6. BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**7. PAYMENT**

The Agency will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or

conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## **8. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Cape Henlopen School District to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

## **9. ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. The ordering agency will place their orders by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## **10. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number 2015-001 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **11. REQUIREMENTS**

Cape Henlopen School District has been approved to purchase land and construct a new 720 student elementary school and add 6 classrooms to Mariner Middle School and 12 classrooms to Beacon Middle school. The projects will include planning and construction of a new elementary school and the planning and construction of additions/renovations at Beacon and Mariner middle schools. Basic requirements during the pre-construction phase may include but are not limited to: participation in architect selections, review of design, making relevant recommendations in the best interest of the District, value engineering, presentation of a detailed estimate of construction cost, development of a construction schedule based on the funding availability, assisting in development of scope of work for publicly bid solicitations, representation at pre-bid meetings, and interfacing with architects and engineers as necessary. Basic requirements during the construction phase include but are not limited to: cooperation with engineer, coordination of the contractors with the various phases of the project, conducting pre-construction and progress meetings, receiving and reviewing shop drawings and related submittals before forwarding to the engineer, assuring compliance with contract drawings and specifications, maintaining current cost data and reporting to the Owner on a regular basis in order to maintain accountability for project cost, maintaining and updating the current project schedule, coordination of commissioning activities, project completion and closeout, post construction activities will include warranty responsibilities, project training and coordination of move-in activities.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

## **12. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about

the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

### **13. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

### **14. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

### **15. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the State cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency must then formally contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.