



Cape Henlopen School District - 9517000

September 17, 2014

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

SUBJECT: **AWARD NOTICE**
2015-002
Architectural/Engineering Services – Phase III, Part 1

**TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION**

1. CONTRACT PERIOD	2
2. VENDORS	2
3. SHIPPING TERMS	2
4. DELIVERY AND PICKUP	2
5. PRICING	2
ADDITIONAL TERMS AND CONDITIONS	2

KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid for a three(3) year period from September 11, 2014 through September 11, 2017. Each contract may be renewed for one (1) additional one (1) year period(s) through negotiation between the contractor and Cape Henlopen School District. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

[\(Return to Table of Contents\)](#)

Tetra Tech
240 Continental Drive, Suite 200
Newark, DE 19713
Michael Berninger
1-302-738-7551

3. SHIPPING TERMS

[\(Return to Table of Contents\)](#)

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

4. DELIVERY AND PICKUP

[\(Return to Table of Contents\)](#)

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

5. PRICING

[\(Return to Table of Contents\)](#)

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

(See separate attached pricing sheet)

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

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 2015-002 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 selected design firm(s) shall provide professional services not limited to: all planning, programming, consulting, architectural, civil engineering, mechanical engineering, electrical engineering, plumbing design, structural engineering, assist with bid documentation preparation, and construction administration necessary for the satisfactory completion of these projects. Services must be in accordance with Federal, State, County and Local requirements. The Consultant must comply with the Americans with Disabilities Act and the Accessibility Guidelines for Buildings and Facilities.

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

Award Notice

Contract No.

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.

Attachment 'B'
Architectural/Engineering Services Fee Breakdown

**New 720 Student Elementary School
and 10 Sussex Consortium Classrooms**

Basic Services	Fee		
Total Estimated Project Cost	\$26,370,000		
State Fee Schedule Threshold	\$15,000,000		
State Fee Schedule	6%	\$900,000	
Balance of Project Cost	\$11,370,000		
Adjusted Fee	5.75%	\$653,775	
TOTAL	5.89%	\$1,553,775	LS
 Additional Services			
Educational Specification		\$24,400	LS
Geotechnical Engineering		\$10,200	LS
Land & Right-Way Survey		\$16,600	LS
Wetlands Report		\$2,500	LS
Food Service Design		\$22,200	LS
Basic Commissioning		\$40,000	LS
Sanitary Sewer Annexation		\$10,900	LS
Land Use Regulatory Coordination		\$33,000	T&M
Required DelDot Traffic Impact Study		\$75,000	T&M
Sewage Pump Station Design		\$35,000	T&M
(Potential Share With Troop 7)			
Req'd DelDot Entrance Improvements		\$50,000	T&M
(Potential Share With Troop 7)			
Reimbursable Budget		\$60,000	T&M
 Optional Additional Services			
Interior Design FFE Package	TBD		

Total \$1,933,575

LS = Lump Sum
T&M = Time and Materials Estimated Budget

Attachment 'B'
Architectural/Engineering Services Fee Breakdown

Mariner Middle School
6 Classroom Addition

Summary of Services

Basic Services		Fee	
Estimated Project Cost	\$2,140,000		
State Fee Schedule	8.75%		
		\$187,200	LS
Additional Services			
Educational Specification		\$6,000	LS
Geotechnical Engineering		\$5,500	LS
Regulatory Coordination		\$11,500	T&M
Basic Commissioning		\$8,000	LS
Reimbursable Budget (T&M)		\$15,000	T&M
Optional Additional Services			
Interior Design FFE Package	TBD		
		Total	\$233,200

LS = Lump Sum

T&M = Time and Materials Estimated Budget

Attachment 'B'
Architectural/Engineering Services Fee Breakdown

**Beacon Middle School 6 Classroom Addition
and 6 Sussex Consortium Classroom Addition**

Summary of Services

Basic Services		Fee	
Estimated Project Cost	\$4,280,000		
State Fee Schedule	8.25%	\$353,000	LS
Additional Services			
Educational Specification		\$6,000	LS
Geotechnical Engineering		\$5,500	LS
Regulatory Coordination		\$11,500	T&M
Basic Commissioning		\$12,000	LS
Reimbursable Budget (T&M)		\$15,000	T&M
Optional Additional Services			
Interior Design FFE Package	TBD		
		Total	\$403,000

LS = Lump Sum
T&M = Time and Materials Estimated Budget