



STATE OF DELAWARE
Cape Henlopen School District
9517000

July 12, 2016

ISSUED BY: Brian Bassett
Director of Administrative Services
302-645-6686

SUBJECT: **AWARD NOTICE**
CHD16002- A/E
Architectural/Engineering Services – Phase III, Part 2

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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The term of the contract between the successful bidder and the State shall be for three (3) years with 2 optional extensions for a period of two (2) years for each extension.

2. VENDORS

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H.O. Brittingham Elementary, Rehoboth Elementary, Milton Elementary, Shields Elementary Projects:

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

Sussex Consortium School Project:

Fearn Clendaniel Architects
6 Larch Ave Suite 398
Wilmington, DE 19804
Ken Fearn and Wayde Clendaniel
1-302-998-7615

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 Hwy
Lewes, DE 19958
Attn: Brian Bassett

5. PRICING

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Prices will remain firm for the term of the contract year.
(See separate attached pricing sheet)

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 agencies or school districts involved 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. Each agency is responsible for placing their orders and may be accomplished 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 2016-002 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 approximately 66,000 sq. ft Sussex Consortium School, a new 720 student H.O.Brittingham Elementary School with additional Sussex Consortium spaces, a new 720 student Rehoboth Elementary School with additional Sussex Consortium spaces, a 720 student renovated and expanded Milton Elementary School, and a 720 student renovated and expanded Shields Elementary School to be located in the Lewes School building.

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.

Award Notice

Contract No. CHD16002-A/E

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 or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

Attachment 'B'
Architectural/Engineering Services Fee Breakdown
New 720 Student Elementary School
and 9 Sussex Consortium Classrooms
At HO Brittingham Elementary School Site

Basic Services

Total Est. Project Cost	\$32,221,700	
Adjusted Fee	5.87%	
	Total	\$1,891,414

Basic Services Percentage of Design

Schematic Design	20%
Design Development	20%
Construction Documents	40%
Bidding and Negotiation	05%
Construction Administration	15%

Replication Discount

Schematic Design (20% of Basic Services)	\$1,891,414 x 20%=\$ 378,282	
Reduction of 25%	\$378,282 x 25% =	\$94,570
Design Development (20% of Basic Services)	\$1,891,414 x 20%=\$ 378,050	
Reduction of 25%	\$378,050 x 25% =	\$94,570
Construction Documents (40% of Basic Services)	\$1,891,414 x 40%=\$ 756,100	
Reduction of 25%	\$756,100 x 25% =	\$189,140
Total Reduction		\$378,280
Final Basic Services	4.69%	\$1,513,134

Additional Services

4.1.1 Educational Specification	\$12,000	LS
4.1.22 Basic Commissioning	\$46,800	LS
4.1.27 FFE Review and Coordination	\$28,700	T&M
4.1.30 Food Service Design	\$14,620	T&M
4.1.31 Geotechnical Engineering	\$22,080	LS
4.1.32 Land & Right-Way Survey	\$32,640	LS
4.1.33 Wetlands Delineation and Report	\$2,100	LS
4.1.35 Regulatory Coordination	\$24,000	T&M
4.1.36 Required DelDot Traffic Impact Study	\$84,000	T&M
4.1.37 Sewage Pump Station Design	\$26,400	T&M
4.1.38 Required DelDot Entrance Improvements	\$36,000	T&M
4.1.39 Environmental Design & Documentation for Demolition of Existing School	\$86,940	LS
4.1.40 Environmental Monitoring During Construction	\$81,800	T&M
4.1.41 Large Format School Theming & Graphics	\$17,000	LS
11.8.1 Reimbursable Budget	\$60,000	T&M

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

Total \$2,088,214

Attachment 'B'
Architectural/Engineering Services Fee Breakdown
New 720 Student Elementary School
and 9 Sussex Consortium Classrooms
At Rehoboth Elementary School Site

Basic Services

Total Est. Project Cost	\$33,693,000
Adjusted Fee	5.87%
	Total \$1,977,779

Basic Services Percentage of Design

- Schematic Design 20%
- Design Development 20%
- Construction Documents 40%
- Bidding and Negotiation 05%
- Construction Administration 15%

Replication Discount

Schematic Design (20% of Basic Services)	$\$1,977,779 \times 20\% = \$399,560$		
Reduction of 35%		$\$399,560 \times 35\% =$	\$139,850
Design Development (20% of Basic Services)	$\$1,977,779 \times 20\% = \$399,560$		
Reduction of 35%		$\$399,560 \times 35\% =$	\$139,850
Construction Documents (40% of Basic Services)	$\$1,977,779 \times 40\% = \$799,120$		
Reduction of 35%		$\$799,120 \times 35\% =$	<u>\$279,700</u>
Total Reduction			\$559,400
Final Basic Services	4.22%		\$1,418,379

Additional Services

4.1.22 Basic Commissioning	\$46,800	LS
4.1.27 FFE Review and Coordination	\$14,000	T&M
4.1.30 Food Service Design	\$14,620	T&M
4.1.31 Geotechnical Engineering	\$22,080	LS
4.1.32 Land & Right-Way Survey	\$32,640	LS
4.1.33 Wetlands Delineation and Report	\$5,100	LS
4.1.35 Regulatory Coordination	\$24,000	T&M
4.1.36 Required DelDot Traffic Impact Study	\$60,000	T&M
4.1.38 Required DelDot Entrance Improvements	\$36,000	T&M
4.1.39 Environmental Design & Documentation for Demolition of Existing School	\$67,590	LS
4.1.40 Environmental Monitoring During Construction	\$125,440	T&M
4.1.41 Large Format School Theming & Graphic	\$17,000	LS
11.8.1 Reimbursable Budget	\$60,000	T&M

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

Total \$1,943,649

Attachment 'B'
Architectural/Engineering Services Fee Breakdown
Additions and Renovation to Milton Elementary
to Create a 720 Student Elementary School

Basic Services

Total Est. Project Cost						\$29,896,400	
	Additions	50%	\$14,932,200	X	5.90%	\$881,944	
	Renovations	50%	\$14,932,200	X	7.30%	\$1,091,219	
					Total	<u>\$1,973,162</u>	

Additional Services

4.1.1 Educational Specification			\$12,000			LS
4.1.4 Existing Facilities Surveys			\$32,500			LS
4.1.22 Basic Commissioning			\$70,000			T&M
4.1.26 Historic Preservation			\$70,000			T&M
4.1.27 FFE Review and Coordination			\$38,400			T&M
4.1.30 Food Service Design			\$18,120			LS
4.1.31 Geotechnical Engineering			\$19,500			LS
4.1.32 Land & Right-Way Survey			\$36,000			LS
4.1.33 Wetlands Delineation and Report			\$5,100			LS
4.1.35 Regulatory Coordination			\$24,000			T&M
4.1.36 Required DelDot Traffic Impact Study			\$24,000			T&M
4.1.38 Required DelDot Entrance Improvements			\$33,600			T&M
4.1.39 Environmental Design, Doc. & CA. for Partial Demolition of Existing School			\$175,000			T&M
4.1.41 Large Format School Theming & Graphics			\$20,000			LS
11.8.1 Reimbursable Budget			\$60,000			T&M
			Sub Total			\$638,219
			Total			\$2,611,382

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

Attachment 'B'
Architectural/Engineering Services Fee Breakdown
Additions and Renovation to Shield Elementary
to Create a 720 Student Elementary School

Basic Services

Total Est. Project Cost						\$34,418,600
	Additions	50%	\$17,209,300	X	5.85%	\$1,006,744
	Renovations	50%	\$17,209,300	X	7.20%	\$1,239,070
					Total	\$2,245,814

Additional Services

4.1.1 Educational Specification	\$12,000	LS
4.1.4 Existing Facilities Surveys	\$32,500	LS
4.1.22 Basic Commissioning	\$70,000	T&M
4.1.26 Historic Preservation	\$70,000	T&M
4.1.27 FFE Review and Coordination	\$38,400	T&M
4.1.30 Food Service Design	\$18,120	LS
4.1.31 Geotechnical Engineering	\$19,500	LS
4.1.32 Land & Right-Way Survey	\$31,560	LS
4.1.33 Wetlands Delineation and Report	\$2,100	LS
4.1.35 Regulatory Coordination	\$30,000	T&M
4.1.36 Required DelDot Traffic Impact Study	\$24,000	T&M
4.1.38 Required DelDot Entrance Improvements	\$33,600	T&M
4.1.39 Environmental Design, Doc. & CA. for Partial Demolition of Existing School	\$175,000	T&M
4.1.41 Large Format School Theming & Graphics	\$20,000	LS
11.8.1 Reimbursable Budget	\$60,000	T&M
	Sub Total	\$636,779
	Total	\$2,882,593

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



ATTACHMENT B - Proposed Fee Structure

New Sussex Consortium School

(Approx. 66,000 sq. ft.)

Cape Henlopen School District

Basis of Compensation

6/1/2016

Construction Cost	Base Amount	fee schedule	=	Proposed Fee
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Total Construction Cost	\$22,443,900	negotiated	=	\$1,339,901
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Basic Services Fee	\$22,443,900	5.97%	=	\$1,339,901
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Fee Structure

	Phase	fee amount		Total Basic Fee
15%	SD	\$200,985	=	\$200,985
20%	DD	\$267,980	=	\$267,980
40%	CD	\$535,960	=	\$535,960
5%	BN	\$66,995	=	\$66,995
20%	CA	\$267,980	=	\$267,980

100%	Total Basic Fee	\$1,339,901	=	\$1,339,901
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Basic Services Fee	\$22,443,900	5.97%	=	\$1,339,901
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Additional Services

Programming/Educational Specification	LS	\$25,500
Geotechnical Engineering (building /paving/ SWM infiltration)	LS	\$13,200
Survey (Land / Right of Way)	LS	\$18,260
Survey (Wetlands Deliniation)	T&M	\$4,675
TIS (Traffic Impact Study)	T&M	\$76,120
Sanitary Sewer Annexation Design	LS	\$17,050
Sewage Pump Station Design	T&M	\$36,850
Land Use Regulatory Coordination	LS	\$31,350
Required DelDot Improvements (Entrance and Off-Site)	T&M	\$49,500
Landscape (Beyond regulatory requirements)	T&M	\$18,000
Acoustical Consultant	LS	\$17,400
Aquatics Consultant (excludes lap pool)	T&M	\$61,000
Food Service Design	LS	\$21,000
Basic Commissioning	LS	\$39,000
Reimbursable Budget (T&M)	T&M	\$67,000

Add services subtotal	\$495,905
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TOTAL CONTRACT FOR PROJECT	\$1,835,806
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LS = Lump Sum

T&M = Time and Material Estimated Budget