

Correspondence and Contracting Information

The following letters and packet material are incorporated into this report to provide insight into the process of how the Steering Committee contracted professional services for the Brecknock Manor House Conditions Assessment. The following information is meant to provide a sample of the correspondence the Steering Committee sent to prospective consultants. Where possible, names and addresses of prospective consultants were not included in the samples.

In addition to the correspondence and information included here, spreadsheets were utilized for tracking and grading purposes. Information for and about the Brecknock Manor House Conditions Assessment was also communicated via electronic mail, facsimile, and telephone to the Steering Committee and Prospective Consultants.

Kent



County

Department of Planning Services
Division of Planning

D. REED MACMILLAN
Director

PHONE 302/744-2471
FAX 302/736-2128

SARAH E. KEIFER
Division Head

June 27, 2002

Contact
Consultant Firm
Address1
Address2

Dear Contact,

A partnership between the Kent County Preservation Program and the Kent County Department of Community Services, Division of Parks seeks to acquire a consultant to perform a *Conditions Assessment* of the Brecknock Park Manor House. The following packet provides information detailing this project.

The project is funded, in part, by funds received from the National Park Service and administered through the Delaware State Historic Preservation Office. We are requesting bids for a *Conditions Assessment* for this important historic resource. Total funds allocated to this project will not exceed \$5700.00.

We welcome you to visit the Manor House at Brecknock Park. On July 3, 2002 Parks and Planning staff will be available to open the house from 9:00 a.m. to 11:00 a.m. for a tour of the building. If you or your staff would like to visit the house on July 3, 2002, arrange an alternate date to tour the Brecknock Manor House, or have any questions about the project please contact the Kent County Preservation Program at (302) 744-2471.

Thank you for your interest in the preservation of Kent County's historic resources.

Sincerely,

Elizabeth Ross
Historic Preservation Planner

CONSULTANT PACKET

CONDITIONS ASSESSMENT AND FEASIBILITY STUDY FOR MANOR HOUSE AT BRECKNOCK PARK

All work and products of the Kent County Historic Preservation Planning Program will conform to the appropriate Secretary of the Interior's Standards for the Preservation Planning, Identification, Evaluation, Registration, Historic Documentation, and Historic Preservation Projects. All work and products produced by the contracted consultant will conform to the appropriate Secretary of Interior's *Standards for the Treatment of Historic Properties*. (Attachment A)

A partnership between the Kent County Historic Preservation Program and the Kent County Department of Community Services, Division of Parks proposes this study. The study will focus on the Manor House at Brecknock Park in Camden, Delaware. The most visible cultural resource in the park, the Brecknock Manor House is a two-story brick and wood frame structure. The building underwent four major construction periods and spans both the eighteenth and nineteenth centuries. Identifying the current conditions and making prioritized recommendations for future Capital Improvement and Operations and Maintenance budgets, is a priority. The *Conditions Assessment* will address the building's structural, mechanical, electrical, and accessibility conditions and is part of an overall Historic Structure Report (HSR). (Attachment B) Currently, the building is utilized for temporary storage with access to the interior of the building limited to County personnel. A long-term goal is to utilize the building more effectively including strategies for public and organizational usage.

A *Conditions Assessment* will help establish a work plan and the associated expenses as the County continues its stewardship of this historic resource. The study will generate one report (five copies). The report will contain the National Park Service acknowledgement and non-discrimination statements. This study will also serve as a substantiating document for future grant and funding activity requests at the county, state, federal, and foundation/non-profit organization levels. (Attachment C)

This project will be subcontracted by the Historic Preservation Program to a qualified consultant. (Attachment D) The Project Coordinator will be the Historic Preservation Planner with the assistance from the appropriate Division of Parks staff. Pursuant to The Professional Services Negotiation Act of Title 9 of the Delaware Code and Kent County Levy Court Procurement Policy P-53B, the Historic Preservation Planner is not obligated to submit a Request for Proposals (RFP).

Product:	Written Report of Findings	
Schedule:	Establish List of Possible Consultants	June 27, 2002
	Mail Proposal Solicitations	June 28, 2002
	Tour of Brecknock Manor House, 9:00 – 11:00 a.m.	July 3, 2002
	Proposals Due by Close of Business Day	July 15, 2002
	Contract Consultant	July 17, 2002
	Deadline for Conditions Assessment Report	August 23, 2002

Elizabeth Ross
Historic Preservation Planner
Kent County Planning Services
Department of Planning

Attachment A.: Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

Listed below are the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. Additional information regarding the Secretary of the Interior's *Guidelines for Preserving, Rehabilitating, Renovating, and Reconstructing* may be viewed at <http://www2.cr.nps.gov/tps/standguide/index.htm>.

Standards for Preserving

- 1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.**
- 2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.**
- 3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.**
- 4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.**
- 5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.**
- 6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.**
- 7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.**
- 8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.**

Standards for Rehabilitating

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in a such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Standards for Renovating

- 1. A property will be used as it was historically or be given a new use which reflects the property's restoration period.**
- 2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period will not be undertaken.**
- 3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.**
- 4. Materials, features, spaces, and finishes that characterize other historical periods will be documented prior to their alteration or removal.**
- 5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.**
- 6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials.**
- 7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.**
- 8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.**
- 9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.**
- 10. Designs that were never executed historically will not be constructed.**

Standards for Reconstruction

- 1. Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.**
- 2. Reconstruction of a landscape, building, structure, or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.**
- 3. Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.**
- 4. Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color, and texture.**
- 5. A reconstruction will be clearly identified as a contemporary re-creation.**
- 6. Designs that were never executed historically will not be constructed.**

Attachment B. *Project Phases and Construction Document Development*¹
The Italicized items are specific deliverables under the submitted proposal.

- Phase I. Investigation and Documentation
Historic Research
 Data-gathering
Existing Conditions Survey
 Inspection of the building's conditions, configurations, and as-built condition
Historic Structure Report
 General building inspection
 Review of existing building documentation and historical information
 Provides guidance for the preservation of historically significant components and features that may be affected by the future development of the building
- Phase II. Planning and Predesign
 Architectural and engineering programming phase, may be combined with Historic Structure Report listed in Phase I. Investigation and Documentation.
- Phase III. Design
 Includes schematic design, design development, and construction document preparation
- Phase IV. Bidding and Negotiation
 Involves qualifying and selecting contractors
- Phase V. Construction
 Work is administered, construction on the project begins

¹ Condensed from Swanke Hayden Connell Architects, *Historic Preservation: Project Planning and Estimating* (Kingston, MA: R.S. Means Company, Inc., 2000), 18-21.

Attachment C.: *Conditions Assessment* Defined

A *Conditions Assessment* is often incorporated as part of a *Historic Structure Report* (HSR). As a planning document, this written summary focuses on a detailed analysis of a historic building. This document typically includes historical research; data from nondestructive testing; description of the building and building systems and its existing physical conditions; drawings and photographs; recommendations for appropriate preservation treatments and priorities; and a maintenance program schedule.

Identifying the current conditions and making prioritized recommendations for future work is part of Kent County's role as a steward of the property. A *Conditions Assessment* prioritizes work initiatives and plans responsibly for cost expenditures. By outlining proactive treatment, future costly repairs and other expenditures can be minimized.

GENERAL OUTLINE FOR CONDITIONS ASSESSMENT

Conditions Assessment

A Conditions Assessment is a Written Inspection Report that notes the existing conditions of, and the required upgrades to, the building's infrastructure.

The following elements should be considered in the Conditions Assessment:

- exterior
- interior
- plumbing systems
- structural systems
- mechanical systems
- electrical systems
- telephone systems
- data systems

The product of the *Conditions Assessment* will be a report containing a *Conditions Assessment* as well as "the establishment of the scope of work, with a project budget for both construction and building operation."² Overall, the specific contents of the report can be tailored to existing documentation and research readily available. (Attachment E)

² Swanke, et. al., 20.

Attachment D.: *Qualified Consultant*³

The Secretary of the Interior's *Historic Preservation Professional Qualifications Standards* state the minimum requirements for professionals practicing in the field of preservation and will be used in determining qualified consultants for this *Conditions Assessment*.

The Conditions Assessment will require the expertise of a licensed structural engineer. Although the Secretary of the Interior's *Standards* do not list qualifications for structural engineers, per se, minimum requirements for this project will be based on the Secretary's *Standards for Historical Engineer*. The *Standards* are as follows:

The consultant will have a State Government-recognized license to practice civil or structural engineering, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of engineering that enables professional judgments to be made about the documentation or treatment of historic structures and machines in the United States; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation; or

a Masters of Civil Engineering degree with demonstrable course work in Historic Preservation, for historic structures rehabilitation, plus a minimum of two (2) years full time experience applying the theories, methods, and practices of Engineering that enables professional judgments to be made about the documentation or treatment of historic structures and machines in the United States; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline of historic preservation; or

a Bachelors of Civil Engineering with at least one year of graduate study in History of Technology, Historic Preservation, Engineering History, or a closely related field, plus a minimum of two (2) years of full-time professional experience applying the theories, methods and practices of Engineering that enables professional judgments to be made about the documentation or treatment of historic structures and machines in the United States; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

³ Adapted from Swanke, et. al., 12 – 17. For more information see also <http://www2.cr.nps.gov/laws/ProfQual83.htm>.

Additional expertise of a licensed architect may be required for the completion of the *Conditions Assessment*. Although the Secretary of the Interior's *Standards* do not list qualifications for architects, per se, minimum requirements for this project will be based on the Secretary's *Standards for Historical Architect*. The *Standards* are as follows:

The consultant will have a State Government-recognized license to practice Architecture, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of architecture that enables professional judgments to be made about the evaluation, documentation or treatment of historic structures in the United States; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation; or

a Masters of Architecture degree with demonstrable course work in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning, or a closely related field, plus a minimum of two (2) years full time experience applying the theories, methods, and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation or treatment of historic structures in the United States; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline of historic preservation; or

a Bachelors of Architecture with at least one year of graduate study in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning, or a closely related field, plus a minimum of two (2) years of full-time professional experience applying the theories, methods and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation or treatment of historic structures in the United States; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

Attachment E.: *Historical Narrative of the Landscape and Architecture of Becknock Park*

Brecknock Park is an 86 acre park with historic farm and millpond site adjacent to the Isaac Branch stream corridor. Owned and managed by the Kent County Department of Community Services, Division of Parks, the parkland was acquired from the estate of Elizabeth Howell Goggin. This site contains historic and natural features. A collection of historic buildings date from the 18th and 19th centuries. There are archaeological remains of a 19th century mill and millpond dam. Nature can be observed on the nature and hiking trail through a riparian wetland system or in the Native Plant and Butterfly Garden. The park provides multiple opportunities for active recreation activities with athletic fields, horseshoe pits, sand volleyball courts, a pavilion, picnic tables, and Picadilly Castle Playscape.

History

The land which now includes Brecknock Park was first granted to Alexander Humphrey in 1680. The proximity to the Issacc Branch water source provided the opportunity for milling operations. Owners such as John Clayton Jr. and the partnership of Joshua Gregg and Thomas Hanson operated a grain mill on the property. In 1812, Thomas Hanson Howell, a grandson of the previous owner, obtained title to the property. Mill operations continued with changes made in machinery as technology advanced. Descendants of the Howell family owned the property until the late twentieth century.

Main House and Outbuildings

The main house was built during four major construction periods beginning in the eighteenth century through the late nineteenth century. The house is constructed of brick and frame. The house is listed on the National Register of Historic Places. Few of the outbuildings once associated with the farm survive. A nineteenth century barn of vertical siding standing south of the main house provided space for animals on the first floor and hay storage above. A twentieth century garage is also on the property. Kent County Orphans Court records describing the property note a log barn and shed stables in 1791 and two stables, a carriage house, and three corn houses in 1808.

Tenant House

The tenant house was built in the late nineteenth century perhaps to house a farm manager or agricultural laborers for the farm or mill. The balloon frame construction with Victorian style details creates a two-story dwelling.

Agricultural Landscape

The spaces surrounding the houses would have been used for fields, pasture, gardens, and woodland. Historic photographs show a tree-lined driveway leading east toward U.S. Route 13. Other missing elements on the landscape are fences to divide the space and additional buildings.

Howell Mill Nature Center

Renovation work has transformed this granary into meeting and storage space. Vertical batten board siding and a metal roof were typical materials used in the construction of agricultural outbuildings.

Howell Mill and Millpond

The mill building is no longer standing. Archaeological remains of this structure can be observed from the nature trail. A 1851 insurance policy with the Kent County Mutual Insurance Company describes the mill as a two story frame building, thirty feet by thirty five feet, on a brick footing.

Criteria and Point Allocation by which the selection will be made

Overall Experience	3
Time Available/Time Frame for Project	3
Understanding of the Project Objectives	3
Education, Experience, Certification of Staff Assigned to Project	3
Proposal and Methods and Techniques Proposed for Project	3
Consultant's Familiarity with Historic Resources	3
Cost Associated with Proposal (not to exceed \$5700.00)	<u>3</u>
Total	21

Provisions for Safety, Access, and Non-Destructive Investigation

All parties contracted to perform the *Conditions Assessment* must comply with the minimal safety standards set forth by the Occupational Safety and Health Administration (OSHA). The contracted agency will be responsible for making all safety provisions for its employees. OSHA standards may be viewed at <http://www.osha.gov>. Additionally, the consultant will abide by rules and regulations dictated for construction practices by the State of Delaware.

Pre-approved access shall be granted to the Brecknock Manor House on weekdays between the hours of 8:30 a.m. to 4:30 p.m., with the exclusion of federally-observed holidays.

All investigative work on the structure's interior and exterior will be performed to the least-destructive extent possible. Investigation requiring the removal or damage to the building's original fabric must be approved by the Kent County Historic Preservation Planner, also known as the Contracting Officer.

Submission Checklist

- Proposal outline (not to exceed two (2) pages) based on the criteria listed under Attachment C.: *Conditions Assessment* Defined. The items under Attachment C are a basic outline only, deviation from or additions to the basic outline in the consultant's proposal will be considered in the selection process.
- The bid for the project, outlining estimated costs for time, equipment, and personnel
- A time frame for the project, noting site visits and report completion date
- Vita or resume of principal(s) and/or staff assigned to this project indicating licensure and experience
- A list of the last three projects, briefly detailing the type of project
- A list of available references (not to exceed three) for each project
- A copy of the consultant's current certificate of insurance
- The guaranty for the project will be in the form of a letter of credit. The letter will be held until the completion date for the project, August 23, 2002. The bond will be in the amount of 125% of estimated cost plus an additional 2% of estimated cost for each month of the bond's term. For this two-month project the total bond shall be equal to 129% of the estimated cost of the contract. The consultant will provide proof of a bondability reference with the submittal.

To be considered for the Conditions Assessment project at the Brecknock Manor House please submit the items outlined above via postal mail, fax, or email by 4:30 p.m., Monday June 15, 2002 to:

Elizabeth Ross
Historic Preservation Program
Kent County Levy Court
Department of Planning Services
414 Federal Street
Dover, DE 19901
Phone: (302) 744-2470

Fax: (302) 736-2128
Email: Elizabeth.ross@co.kent.de.us/

Elizabeth Ross
Historic Preservation Planner
Kent County Planning Services
Department of Planning

- ADDITIONAL PROVISIONS THAT WILL BE MET BY THE CONTRACTEE

HOLD HARMLESS

The successful bidder agrees that it shall indemnify and hold the Kent County Levy Court and all of 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 successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in this bid package.

NON-PERFORMANCE

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, Kent County 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 vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

FORCE MAJEURE

Neither the vendor nor the Kent County Levy Court nor its agents or agencies 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 of any situation that may prevent performance under the terms and conditions of this contract.

Kent



County

Department of Planning Services
Division of Planning

D. REED MACMILLAN
Director

PHONE 302/744-2471
FAX 302/736-2128

SARAH E. KEIFER
Division Head

July 17, 2002

James A. Hutchison, II, P.E.
JAED Corporation
6 Village Square
Smyrna, DE 19977

Dear Mr. Hutchison,

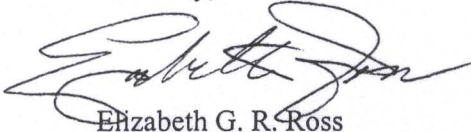
Congratulations on your selection for the Brecknock Conditions Assessment. Based on the criteria outlined in the consultant packet, the proposal submitted by the JAED Corporation demonstrates a comprehensive understanding of the project's goals and objectives. The proposal submitted by the JAED Corporation and the consultant packet produced by the Contracting Officer will be considered part of the attached contract. That is, the procedures, methods of analysis, and final products listed in the proposal and the consultant packet will constitute a portion of the Contract Documents.

Please review the attached information carefully, before signing and resubmitting the contract to Kent County within 72 hours of receipt (fax acceptable). An original hard copy will follow via postal mail.

Depending on your preference, the JAED Corporation may receive payment in a lump sum upon completion and review of the project. Or the JAED Corporation firm may be reimbursed incrementally during the contracted time for up to 75% of total fees, with the remaining 25% paid to your firm upon receipt and review of the final product. Reimbursement for fees may be submitted monthly. Please allow two weeks for the processing of checks.

Thank you for your interest in the historic cultural resources of Kent County. We look forward to working with you and the JAED Corporation. If you have further questions, please contact the Contracting Officer, Elizabeth Ross at (302) 744-2470.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth Ross", written in a cursive style.

Elizabeth G. R. Ross
Historic Preservation Planner

cc: Sarah Keifer
Susan Durham
Carl Solberg
Wayne McCarty
Joan Larrivee
file

**KENT COUNTY
DEPARTMENT OF PLANNING SERVICES
DIVISION OF PLANNING
PERFORMANCE CONTRACT**

THIS CONTRACT, made this seventeenth day of July A.D. 20 02

BY BETWEEN: Kent County Department of Planning Services, Division of Planning, for Kent County Levy Court hereinafter called Department, and JAED CORPORATION (*Corporation, Partnership, Individual*) hereinafter called Contractor.

WITNESSED AS FOLLOWS:

ARTICLE 1:

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and any Exhibits attached hereto, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Binding Documents, all Addenda issues prior to execution of this Contract and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Contract or repeated herein.

ARTICLE 2:

THE WORK

- 2.1 The work comprises the completed scope of work as required by the Contract Documents, and includes all labor, engineering, permits, material, and equipment necessary to complete same.
- 2.2 The Contractor agrees with the Department that he will faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus, and supplies in accordance with the Contract Documents and will faithfully comply with and perform each and every obligation imposed by the Contractor Documents.
- 2.3 If the Department determines during the course of consultation that the proposed scope of work is not feasible due to conditions not known at the time the Contract was entered into, then the Department may rescind the Contract.
- 2.4 The Contractor shall promptly make payments to all laborers and others employed there in conformity with the Federal Minimum Wage Guidelines hourly rate and shall pay time and one-half after forty (40) hours work per week.

- 2.5 The Contractor shall be responsible for all damages to the property designated hereinabove that may be consequent upon the normal procedure of his work, or that may be caused by or result from the negligence of the Contractor, his employees or agents, during the progress of or connected with the performance of the work, whether within the limits of the work or elsewhere; and, said Contractor shall otherwise perform all work in a good, workmanlike fashion. Contract shall also indemnify and hold harmless the Department from all claims, suits, proceedings of every name and description which may be brought against the Department for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any labor or materials used in conduction said work, or on account of any improper material or workmanship, or by or on account of any accident or any other act of omission of Contractor, his agents, employees, servants or workmen.
- 2.6 The Contractor shall comply with all laws, ordinances, rules regulations, and lawful orders of any public authority bearing on the performance of the work, including obtaining all necessary Federal, State, and local permits and placement of signs.
- 2.7 The Contractor shall upon completion of all work awarded under this Contract certify (by notarized release of liens) to the Department that all labor, material, and supplies and all other costs attendant upon the scope of work contracted for have been paid.
- 2.8 The Department does hereby agree with Contractor that he will pay to the Contractor when due and payable under the terms of the Contract Documents, the sum mentioned below, and that he will faithfully comply with and perform each and every obligation imposed upon him by said Contract Documents.

ARTICLE 3:

- 3.1 The work to be performed under the Contract shall be commenced on: July 18, 2002 and completed by no later than: August 23, 2002.
- 3.2 The Department and Contractor mutually agree that time is of the essence for this Contract.

ARTICLE 4:

CONTRACT SUM

The Department shall pay the Contractor for the performance of the scope of work, subject to Contract Documents, the Contract sum of (\$ 5300. -) which represents the Base Bid and Alternate(s) Number(s) NA.

ARTICLE 5:

FINAL COMPLETION AND PAYMENT

Upon receipt of written notice that the work is ready for final inspection and acceptance, and upon receipt of a final application for payment, the Department, by and through its designated agents finds the work acceptable under the Contract Documents, and the Contract fully performed, the Department will promptly issue a final payment within 30 days after said receipt of written notice is received by the Department.

ARTICLE 6:

MISCELLANEOUS PROVISIONS

6.1 Insurance. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth in Request For Proposal which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself for by any subcontractor, or by anyone directly or indirectly employed by any of them, or by any one for whose acts any of them may be liable.

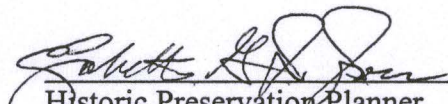
6.2 The Contractor shall promptly correct all work rejected by the Department as failing to conform to the Contract Documents, whether observed before or after substantial completion. The Contractor shall bear all costs of correcting such rejected work.

6.3 Whenever used herein the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in triplicate, the day and year first above written.

WITNESSES:

 _____

 _____
Historic Preservation Planner,
Kent County Department
of Planning Services, Division of
Planning

CONTRACTOR

TITLE

Thank you for your interest in the historic cultural resources of Kent County. We look forward to working with you and the Consultant Firm. If you have further questions, please contact the Contracting Officer, Elizabeth Ross at (302) 744-2470.

Sincerely,

Elizabeth G. R. Ross
Historic Preservation Planner

cc: Sarah Keifer
Susan Durham
Carl Solberg
Wayne McCarty
Joan Larrivee
file

Kent



County

Department of Planning Services
Division of Planning

D. REED MACMILLAN
Director

PHONE 302/744-2471
FAX 302/736-2128

SARAH E. KEIFER
Division Head

July 19, 2002

Contact
Consultant Firm
Address1
Address2

Dear Contact,

Thank you for participating in the Brecknock Manor House Conditions Assessment bid process. All of the candidates who participated in the proposal process were well qualified. The submitted proposals presented a strong composite of professional experience, applicable knowledge, as well as an understanding of the project's goals and expectations.

Based on the criteria outlined in the Consultant Packet, however, Planning and Parks staff awarded the contract for the Conditions Assessment to another firm. Nonetheless, we appreciate your interest and enthusiasm for the project and the time you have taken to visit the Brecknock Manor House, review current information about the property, and submit a proposal. If you have questions about the selection process, Brecknock Manor House, or other historic properties in Kent County, please do not hesitate to call me at (302) 744-2471.

Again, thank you for your interest in the historic resources of Kent County.

Sincerely,

Elizabeth G. R. Ross
Historic Preservation Planner
Department of Planning Services

Kent



County

Department of Planning Services
Division of Planning

D. REED MACMILLAN
Director

PHONE 302/744-2471
FAX 302/736-2128

SARAH E. KEIFER
Division Head

July 17, 2002

Contact
Consultant Firm
Address1
Address2

Dear Contact,

Congratulations on your selection for the Brecknock Conditions Assessment. Based on the criteria outlined in the consultant packet, the proposal submitted by the Consultant Firm demonstrates a comprehensive understanding of the project's goals and objectives. The proposal submitted by the Consultant Firm and the consultant packet produced by the Contracting Officer will be considered part of the attached contract. That is, the procedures, methods of analysis, and final products listed in the proposal and the consultant packet will constitute a portion of the Contract Documents.

Please review the attached information carefully, before signing and resubmitting the contract to Kent County within 72 hours of receipt (fax acceptable). An original hard copy will follow via postal mail.

Depending on your preference, the Consultant Firm may receive payment in a lump sum upon completion and review of the project. Or the Consultant Firm may be reimbursed incrementally during the contracted time for up to 75% of total fees, with the remaining 25% paid to your firm upon receipt and review of the final product. Reimbursement for fees may be submitted monthly. Please allow two weeks for the processing of checks.