

Insert Agency Logo

STATE OF DELAWARE  
Office of Management and Budget

June 9, 2020

ISSUED BY: Brian Bassett  
Director of Capital Projects  
302-645-6686

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. CHSD201246\_Const\_MESB**  
**Milton ES Bid Pac B Additions & Renovations**

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OF  
KEY CONTRACT INFORMATION

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## KEY CONTRACT INFORMATION

### 1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a 1 year, 6 months period beginning November 18, 2019 and ending June 1, 2021. Each contract may be renewed for one, one (1) year periods 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

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Vendor Name: Gullwing Contracting Address:728 Toby Collins Lane Harrington DE Primary Contact Name: Tina Troyer Phone:302-943-0133 Email:danny.tina@gullwingcontracting.com FSF Number:CHSD2012 69_Const_MES GCC	Vendor Name: L.Wilson Masonry Address: 78 Pond View Lane Harrington DE Primary Contact Name: Nick Humphreys Phone: 302-398-8240 Email: nick@wilsonmasonrycompany.com FSF Number: CHSD2012 70_Const_MES LWM
Vendor Name: Summit Steel Address:201 Edwards Ave New Castle DE Primary Contact Name: Dennis Boettcher Phone:302-325-3220 Email:danny.summitst1@verizon.net FSF Number:CHSD2012 71_Const_MES SSI	Vendor Name: Kent Construction Address:2 Big Oak Road Smyrna, DE Primary Contact Name: Pete Boyer Phone:302-653-6469 Email:danny.peter@kentconstructionco.com FSF Number:CHSD2012 72_Const_MES KCC
Vendor Name: Quality Exteriors Address:60 Hopkins Cemetery Road Harrington DE Primary Contact Name: Margaret Schulties Phone:302-398-9283 Email:danny.peg@qexteriorsinc.com FSF Number:CHSD2012 73_Const_MES QE	Vendor Name: Salisbury Door Address:8805 Bi-State Blvd Delmar MD Primary Contact Name: Jay Southard Phone:410-856-2000 Email:danny.jrs@salisburydoor.com FSF Number:CHSD2012 74_Const_MES SDH
Vendor Name: Walker & Laberge Co. Inc. Address:30235 Fosky Lane Delmar MD Primary Contact Name: Danny Morton Phone:410-479-9400 Email: <a href="mailto:dmorton@walkerlaberge-md.com">dmorton@walkerlaberge-md.com</a> FSF Number:CHSD201275_Const_MES_WLC	Vendor Name: Peninsula Acoustical Address:441 Pier Head Blvd Smyrna DE Primary Contact Name: Craig Stonsifer Phone:302-653-3551 Email: craig.peninsula@gmail.com FSF Number:CHSD201276_Const_MES_PAC
Vendor Name: JA Argetakis Address:3723 Eastern Avenue Baltimore MD Primary Contact Name: Andy Argetakis Phone:410-633-8016 Email: <a href="mailto:andy.jaargetakis@verizon.net">andy.jaargetakis@verizon.net</a> FSF Number:CHSD201277_Const_MES_WLC	Vendor Name: Tri-State Carpet Address:1007 Mattlind Way Milford DE Primary Contact Name: Don Huegel Phone:302-424-1649 Email: <a href="mailto:dhugel@tristatecpt.com">dhugel@tristatecpt.com</a> FSF Number:CHSD201278_Const_MES_TSC
Vendor Name: JA Argetakis Address:3723 Eastern Avenue Baltimore MD Primary Contact Name: Andy Argetakis Phone:410-633-8016 Email: <a href="mailto:andy.jaargetakis@verizon.net">andy.jaargetakis@verizon.net</a>	Vendor Name: Modular Concepts Address:54 Wilmon Street Chesapeake City MD Primary Contact Name: Jeff Foster Jr Phone:410-885-5960 Email: <a href="mailto:jr@modconinc.com">jr@modconinc.com</a>



Award Notice  
Contract No.

FSF Number:CHSD201279_Const_MES_WLC	FSF Number:CHSD201280_Const_MES_MCI
Vendor Name: 11400 Inc. Address:2207 Old Philadelphia Pike Lancaster PA Primary Contact Name: Jodi Navarrett Phone:704-469-4766 Email: <a href="mailto:jnavarrete@11400inc.com">jnavarrete@11400inc.com</a> FSF Number:CHSD201281_Const_MES_114	Vendor Name: Diamond Mechanical Address:3588 Peachtree Run Dover DE Primary Contact Name: David Hood Phone:302-697-7694 Email: <a href="mailto:dhood@diamondmechanical.net">dhood@diamondmechanical.net</a> FSF Number:CHSD201282_Const_MES_DMI
Vendor Name: Bear Industries Address:15 Albe Drive Newark DE Primary Contact Name: Charlie Johnston Phone:302-368-1311 Email: <a href="mailto:cjohnston@bearindustries.com">cjohnston@bearindustries.com</a> FSF Number:CHSD201283_Const_MES_BII	Vendor Name: John Tieder Address:736 Woods Road Cambridge MD Primary Contact Name: Craig McDonald Phone:410-228-5262 Email: <a href="mailto:craig@tiedercontrols.com">craig@tiedercontrols.com</a> FSF Number:CHSD201284_Const_MES_JWT

**Format of above table may be adjusted based on number of vendors awarded**

**3. SHIPPING TERMS**

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

**4. DELIVERY AND PICKUP**

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On-Site

**5. PRICING**

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Prices will remain firm for the term of the contract year.  
See attached



## **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 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 Tetra Tech 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 CHSD2012\_Const\_MES 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**

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>.

**16.** If required, identify additional key items and conditions – or – delete this line entry

**Note to Agency:** If any of the language in this template conflicts with the language in the contract, the language in this template may be edited as required.





Milton Elem. School  
Bid Tabulation

6/9/2020

	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	Contract	Base Bid	Alternate B-1	Alternate B-2	Alternate B-3	Alternate B-4	Alternate B-5	Alternate B-6	Alternate B-7	Alternate B-8	Alternate B-9	Alternate B-10	Alternate B-11		
2		Addition & Renovation	Add	Deduct	Deduct	Deduct	Add	Add	Deduct	Deduct	Add	Add / Deduct	Deduct		
3		New 42,783 Sf School Addition & 48,847 Renovation	Lower Level Demolition at Existing Building	Slide at Stair Lobby	Classroom VCT in Lieu of Rubber Flooring	Cafeteria/Admin Canopy	Lightning Protection	Recover Board under EDPM	PVC in Lieu of Cast Iron at Sewer	PVC in Lieu of Copper Piping	Building Fire Alarm	Alum Clad Windows	Additional Classroom At Addition	Total	Total Base + Alts. Selected
4	SF			5100										1582	
5															
6	Bid Pack B														
7															
8	Bid Pack B / Contract 3														
9	Gullwing Contracting	\$ 806,794.00	\$ 5,000.00			\$ (6,000.00)							\$ (14,000.00)	\$ 791,794.00	\$ 811,794.00
10															
11	Bid Pack B / Contract 4														
12	L. Wilson Masonry	\$ 1,397,265.00	\$ 15,000.00			\$ (13,500.00)							\$ -	\$ 1,398,765.00	\$ 1,412,265.00
13															
14	Bid Pack B / Contract 5														
15	Summit Steel	\$ 1,614,363.00	\$ 4,870.00			\$ (30,688.00)							\$ (27,339.00)	\$ 1,561,206.00	\$ 1,619,233.00
16															
17	Bid Pack B / Contract 6														
18	Kent Construction	\$ 3,222,615.00	\$ 22,145.00	\$ (69,720.00)		\$ (1,500.00)						\$ (68,467.00)	\$ (5,000.00)	\$ 3,100,073.00	\$ 3,176,293.00
19															
20	Bid Pack B / Contract 7														
21	Quality Exteriors	\$ 1,542,182.00	\$ 15,322.00			\$ (9,000.00)		\$ 48,290.00					\$ (9,500.00)	\$ 1,587,294.00	\$ 1,605,794.00
22															
23	Bid Pack B / Contract 8														
24	Selma Inc. - Salisbury Door	\$ 276,910.00	\$ 16,280.00										\$ -	\$ 293,190.00	\$ 293,190.00
25															
26	Bid Pack B / Contract 9														
27	Walker & Laberge	\$ 1,394,803.00	\$ 3,988.00										\$ (23,000.00)	\$ 1,375,791.00	\$ 1,398,791.00
28															
29	Bid Pack B / Contract 10														
30	Peninsula Acoustical	\$ 1,607,340.00	\$ 7,500.00										\$ (5,529.00)	\$ 1,609,311.00	\$ 1,614,840.00
31															
32	Bid Pack B / Contract 11														
33	JA Argetakis	\$ 364,000.00	\$ 32,780.00										\$ (7,886.00)	\$ 388,894.00	\$ 396,780.00
34															
35	Bid Pack B / Contract 12														
36	Tri-State Carpet	\$ 849,500.00	\$ 36,000.00		\$ (75,000.00)								\$ (13,000.00)	\$ 797,500.00	\$ 885,500.00
37															
38	Bid Pack B / Contract 13														
39	JA Argetakis	\$ 279,000.00	\$ 16,831.00			\$ -							\$ -	\$ 295,831.00	\$ 295,831.00
40															
41	Bid Pack B / Contract 14														
42	Modular Concepts	\$ 453,000.00	\$ 11,000.00										\$ (15,500.00)	\$ 448,500.00	\$ 464,000.00
43															
44	Bid Pack B / Contract 15														
45	11400 Inc.	\$ 411,500.00												\$ 411,500.00	\$ 411,500.00
46															
47	Bid Pack B / Contract 16														
48	Diamond Mechanical	\$ 3,920,000.00	\$ 240,000.00						\$ (21,000.00)	\$ (30,000.00)			\$ (19,500.00)	\$ 4,089,500.00	\$ 4,109,000.00
49															
50	Bid Pack B / Contract 17														
51	Bear Industries	\$ 492,780.00	\$ 9,330.00			\$ (1,000.00)							\$ (2,650.00)	\$ 498,460.00	\$ 502,110.00
52															
53	Bid Pack B / Contract 18														
54	John Tieder	\$ 2,555,000.00	\$ 92,500.00			\$ -	\$ 81,000.00				\$ 105,000.00		\$ -	\$ 2,833,500.00	\$ 2,833,500.00