

PROJECT MANUAL

FOR

**APPOQUINIMINK SCHOOL DISTRICT
SILVER LAKE ELEMENTARY SCHOOL
FURNITURE**

APPOQUINIMINK SCHOOL DISTRICT

118 South Sixth Street
Odessa, Delaware 19730
(302) 376-4128

Owner

R G Architects

200 West Main Street
Middletown, Delaware 19709
(302) 376-8100

Architect

BSA+A

954 Justison Street
Wilmington, Delaware 19801
(302) 658-9300

Interior Design

PROJECT NUMBER: 18.019

DATE: December 16, 2020



VOLUME 1 OF 1

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SECTION 00 11 13
ADVERTISEMENT FOR BIDS

Receipt of Bids

Public notice is hereby given that bids sealed for the following contracts will be received in Room 138 of the **Appoquinimink School District Marion Proffitt Training Center, 118 South Sixth Street, Odessa, DE 19730 until 3:00 PM local time on January 22, 2021**, at which time they will be publicly opened and read. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened. The time and location of the bid opening may be extended with a minimum of two (2) calendar days notice by electronic means to those bidders who obtained copies of the plans and specifications.

FURNITURE, FIXTURES AND EQUIPMENT – SILVER LAKE ELEMENTARY SCHOOL, 200 E. COCHRAN STREET, MIDDLETOWN, DE 19709– APPOQUINIMINK SCHOOL DISTRICT

This package involves furniture for the approximately 76,857 sq. ft. for the new Silver Lake Elementary School.

Sealed bids shall be addressed to the attention of Ms. Erin Riley and delivered to Appoquinimink School District, 118 South Sixth Street, Odessa DE 19730, Room 148. The outer envelope should clearly indicate the job name, “Silver Lake Elementary School FF&E Package.”

Bidding Documents

Bid documents may be examined on the **State of Delaware Online Bid Solicitation Directory, bids.delaware.gov**.

Documents may be reviewed and downloaded at EDiS FTP site on or after January 02, 2021. Bidders requesting the log on information may obtain username and password permission by contacting: **Cyndi Slothour** at cslothour@ediscompany.com.

Each contractor will be required to provide the following information prior to receiving the log on information: company name, contact name, email address, phone number, fax number and postal mailing address.

Upon receipt of this information, instructions detailing how to access the bid document(s) on the FTP site will be emailed to you.

It is the responsibility of each bidder to review and coordinate all Project Documents. This includes plans, specifications and addenda.

Pre-Bid Meeting

A non-mandatory pre-bid meeting will be held at the Marion E. Proffitt Training Center, Room 138 on **Wednesday January 06, 2021 at 10:00 A.M.**

Questions

All questions concerning the project shall be sent in writing, to the attention of:

Kelly Lucas, BSA+A, E-mail klucas@simpers.com.

Conformance to the Delaware Architectural Accessibility Act and the standards of the Architectural Accessibility Board is required on the Project.

Prevailing Wage Rates are applicable – refer to Delaware Department of Labor letter included in project specifications.

Bonds are not required.

Pursuant to the Office of Management and Budget (OMB) “*4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects*” requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. This applies only to work related to affixing items directly to the structure of the building. The regulation can be downloaded from the following website:

<http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009-01-15.pdf>

The last day to submit questions and substitution requests is January 15, 2021 at 12:00 P.M.

The last day to issue an addendum is January 18, 2021.

END OF ADVERTISEMENT FOR BIDS

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

PART 1 - DEFINITIONS

- A. The *General Conditions of the Contract for Furniture, Furnishings & Equipment* (AIA Document A251 - 2007) and *Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment* (AIA Document A151 – 2007) are to be considered as part of these documents and apply unless altered by the following Supplement General Conditions.
- B. Buyer:
Appoquinimink School District
118 South Sixth Street
P.O. Box 4010
Odessa, Delaware 19730
- C. Contact during Bidding:
BSA+A– Kelly Lucas, at (302)-658-9300
- D. Dealer:
Shall mean the Contractor (and his subcontractors) providing the work required under the Contract.
- E. Architect:
BSA+A
- F. “Construction Manager” (CM):
Construction Manager, EDiS Company
- G. “Provide”:
The use of the words “provide” or “provided” in connection with any item specified, is intended to mean, unless otherwise noted, that such items shall be furnished and installed and connected where so required.
- H. “Installed”:
The use of the term “installed” shall indicate that articles of FF&E are to be placed in fully working and useable order in the exact location as indicated on the approved FF&E Plan(s). “Installed” also implies that FF&E items will be adjusted, if required, to the particular individual requirements.
- I. “Approved Equal”:
Where the term “approved equal” or other general terms are used, it shall be understood that reference is made to the ruling and judgment of BSA+A.

Substitutions for materials specified on these Documents shall not be allowed without approval from BSA+A.

PART 2 – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 2.1 Insurance: Dealer shall file with the School District certificates of Worker's Compensation and Liability Insurance and shall make good all damage and loss due to his negligence.
- 2.2 Existing Conditions: Protect existing work throughout the period of FF&E installation. The Dealer shall be responsible for any loss or damage to the premises or property of others due to operations under this Contract.
- 2.3 Cleaning: Dealer to thoroughly clean and polish new FF&E items at the completion of installation.
- 2.4 Code Conformance: Dealer shall perform all work in compliance with applicable City, State and Federal Building and Life Safety Codes.
- 2.5 Coordination: All BSA+A Drawings, notes and Specification are complementary, and what is called for by either will be binding as if called for by all. Any work shown or referred to on any part of the Documents shall be provided as though shown on all related Documents.
- 2.6 Discrepancies: The Dealer shall notify BSA+A immediately if you cannot comply with any portion of the Documents. The Dealer shall notify BSA+A of any discrepancies between drawings, these notes, dimensions, field conditions and manufacturers specifications before ordering any items and request clarification.
- 2.7 Schedule: The Dealer shall furnish a schedule with copies of Acknowledgements of placed orders to BSA+A which indicates projected delivery dates. This schedule will be updated as the Project progresses and more detailed information becomes available. BSA+As shall be notified of exact installation dates. Schedule is to be submitted within 30 days after receipt of P.O.
- 2.8 Trash Removal: The Dealer shall arrange for removal of all rubbish and waste, as required, throughout the course of the work, accumulated on site from work by his own employees and subcontractors.
- 2.9 Permits: All permits and filing charges connected with this work shall be secured and paid for by the Dealer.
- 2.10 Access: Dealer shall comply with the rules of the School District and buyer as to the hours of availability of the Buyers space, building elevators, manner of handling materials, equipment and debris to avoid conflict or interference with the normal Building and/or Buyers operations.
- 2.11 Delivery Coordination: Dealer shall coordinate the delivery of materials with the School District as to the time available for deliveries and removals. Dealer shall coordinate with all other Contractors working on the premises.
- 2.12 Operating Instructions, Service Manuals, Parts Lists, Maintenance Agreements: Contractor shall provide these for the applicable FF&E items.
- 2.13 GUARANTEE / WARRANTY

2.14.1 Workmanship: By performing work under this Contract, the Dealer agrees to guarantee all FF&E against defective workmanship for a period of one year from date of final acceptance. If specifications provide for any other or additional guarantee, such guarantee shall be included in a written statement. Upon receipt of notice from the Buyer, and at no expense to the Buyer, the Dealer shall promptly comply with the provisions of such guarantees.

2.14.2 Materials: All FF&E items are to be new and in first-class condition. A minimum 5 year guarantee/ warranty against defects in materials is required for all items on this bid. If manufacturer carries a greater than 5 year warranty, the maximum warranty period applies. A copy of the manufacturer's complete guarantee/warranty is to be submitted with your bid.

2.14 Additional Work: No additional work will be allowed or compensated unless ordered/approved by BSA+A review and submission to the buyer for payment.

2.15 Purchase Agreement/Invoices: Dealer shall submit all Purchase Agreements requiring deposits and invoices to BSA+A review and submission to the Buyer for payment.

PART 3 – SUBSTITUTIONS

3.1 Substitutions: BSA+A will evaluate proposed substitutions as approved equals by comparison to the original specification in a tabular format identifying specified item specifications and substitution product specifications in a side by side itemization. Any intent to substitute shall be clearly called to the attention of BSA+A at the time of the Bid, which shall include Manufacturer's product literature. On the enclosed Bid Form Spreadsheet, please provide the required information along with:

- a. Product Literature
- b. Technical Data / Full Specification of Product
- c. Applicable Color Charts
- d. Warranty Information
- e. Material Samples – including but not limited to: paint, laminate, plastic, metal, fabric, mesh and wood

3.2 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Bidder certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3 For pre-approval, all requests for substitutions shall be made in writing to the Architect at least seven

(7) days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation and as listed in Section 00 21 13, Part 3 in 3.1. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

- 3.4 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approval is conditional upon viewing physical sample of proposed substitution. Approvals made in any other manner shall not be binding.
- 3.5 The Architect shall have no obligation to consider any substitutions after the Contract award.
- 3.6 Bidders shall conform to requirements in Section 01 60 00 PROJECT REQUIREMENTS.

PART 4 – ADDENDA

- 4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
- 4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 4.3 No Addenda will be issued later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

PART 5– BIDDING PROCEDURES

5.1 PREPARATION OF BIDS

- 5.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 5.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 5.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 5.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 5.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 5.1.6 **BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY.** If there is no change in the Base Bid for an Alternate, enter “No Change”. The Vendor is responsible for verifying that they have received all addenda issued during the bidding period. Work

- required by Addenda shall automatically become part of the Contract.
- 5.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
 - 5.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
 - 5.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
 - 5.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. This applies only to work related to affixing furniture directly to the structure of the building.

5.2 SUBMISSION OF BIDS

- 5.2.1 Enclose the Bid, the Bid Security if required, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.
- 5.2.2 Submit two (2) copies of your bid proposal.
- 5.2.3 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.
- 5.2.4 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 5.2.5 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 5.2.6 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

5.3 MODIFICATION OR WITHDRAW OF BIDS

- 5.3.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.
- 5.3.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
- 5.3.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a sixty (60) day period following the time and date designated for the receipt and opening of Bids, and

Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

PART 6 – CONSIDERATION OF BIDS

6.1 OPENING / REJECTION OF BIDS

- 6.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. They will be read aloud only to reveal the names of Bidders submitting proposals.
- 6.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
- 6.1.3 If the Bids are rejected, it will be done within sixty (60) calendar day of the Bid opening.

6.2 COMPARISON OF BIDS

- 6.2.1 After the Bids have been opened and read, the bid prices will be compared, and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.
- 6.2.2 The Agency reserves the right to award the bid to the lowest qualified bidder meeting specifications by item, in total, or any other method, whichever is deemed by the Agency to be in its best interest.
- 6.2.3 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.
- 6.2.4 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.
- 6.2.5 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.
- 6.2.6 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

6.3 DISQUALIFICATION OF BIDDERS

- 6.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
 - i. The Bidder's financial, physical, personnel or other resources including Subcontracts;
 - ii. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state.
 - iii. Whether the Bidder is qualified legally to contract with the State;
 - iv. Whether the Bidder supplied all necessary information concerning its responsibility; and,
 - v. Any other specific criteria for a particular procurement, which an agency may

establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

- 6.3.2 If an agency determines that a Bidder is nonresponsive and/or non-responsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.
- 6.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- i. More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
 - ii. Evidence of collusion among Bidders.
 - iii. Unsatisfactory performance record as evidenced by past experience.
 - iv. If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
 - v. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
 - vi. If the bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
 - vii. If any exceptions or qualifications of the bid are noted on the Bid Form.

6.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

- 6.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 6.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within sixty (60) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Advertisement for Bid." This applies only to work related to affixing items directly to the structure of the building.
- 6.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications. This applies only to work related to affixing items directly to the structure of the building.
- 6.4.5 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 6.4.6 The successful Bidder shall execute a formal contract and submit the required Insurance Certificate unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award.
- 6.4.7 If the successful Bidder fails to execute the required Contract, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 6.4.8 Prior to receiving an award, the successful Bidder shall furnish to the Agency proof of State of Delaware Business Licensure. If the Bidder does not currently have a Business License, they may obtain an application by writing to: Division of Revenue, Carvel State

Office Building, 820 French Street, Wilmington, DE 19899. A copy of the letter written to the Division of Revenue, sent with your Bid will be adequate proof for your firm to be considered for award until such time as you receive your license.

PART 7 – POST – BID INFORMATION

7.1 VENDORS QUALIFICATION STATEMENT

7.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

7.2 BUSINESS DESIGNATION FORM

7.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

PART 8– FURNITURE, FURNISHINGS & EQUIPMENT

8.1 Method of Specifications: In lieu of detailed description of design, materials and workmanship for each item of furniture or equipment, the "FF&E Specification Sheets" list the general requirements by reference to the model number of a particular manufacturer. This is in addition to any specific requirements of design, finish or quality listed on the "FF&E Specification Sheets".

8.2 Accessories / Additional Items: It is the intent to specify items of furniture or equipment which are complete in all respects including all standard inserts, accessories, devices, compartments, moveable partitions, etc. and these components shall be included as part of the Contract whether or not specifically listed.

8.3 FF&E : As indicated on attached "FF&E Specification Sheets".

PART 9– INSTALLATION

9.1 Protection: Dealer shall be responsible for the work until its final acceptance by the Buyer. Cover and protect furnishings from any damage during transportation, storage and installation. If any loss or damage occurs prior to acceptance by the buyer, the Dealer shall promptly repair or replace the part or parts lost or damaged as directed, at no cost to the Buyer.

9.1.1 Protection of building surfaces is the responsibility of the vendor. Protection of the flooring, walls and elevators is required at no cost to the owners.

9.2 Coordination: Dealer shall coordinate the delivery and installation of FF&E items with all phasing of Construction and /or availability of premises.

9.3 Installation: All items to be installed in accordance with the Manufacturer's instruction in a workmanlike manner.

- 9.4 Supervision: Dealer's representative for this Project shall be present during installation. A full time Project Manager is to be assigned to the project and is to attend bi-weekly construction meetings starting in April 2021.

PART 10 - SPECIAL INSTRUCTIONS

10.1 SCOPE OF WORK:

To deliver all furniture and equipment for the Silver Lake Elementary School, to a designated secure area in the school during the period from June 23, 2021 to August 03, 2021 inclusive, during the hours of 7:00 a.m. to 4:00 p.m. only. See part 10.8 "Schedule" for a detailed breakdown of dates and building areas. No furniture or equipment may be delivered before these dates. The successful vendors are also responsible for unpacking, complete installation, placement of all furniture in locations as specified by the Owner and removal of all packing materials from the site. Vendor is responsible for placing all trash and all packing materials in "Recycle" dumpster provided by the Owner. All cartons, boxes, etcetera are to be flattened prior to being placed in dumpster(s).

All furniture must be completely assembled and placed in the specified locations as indicated in the furniture location drawings as soon as possible, as soon as possible, beginning on June 23, 2021 with completion on or before August 03, 2021. The Appoquinimink School District reserves the right to make adjustments in these locations during the installation period. Proposed staging areas include the Cafetorium 104 and Commons 204, 213, 309, 323 and 403. There is no loading dock available. The District reserves the right to make adjustments to the locations at any time. The building is a single-story structure.

NOTE: Furniture items tagged and shown on the plan but not included in this package are provided by others under the state contract. Vender representatives to coordinate access and placement of furniture with other vendors in same rooms.

The successful Dealers must guarantee the delivery of temporary furniture acceptable to the School District in the same quantity and sizes as awarded to Dealer if they are not able to meet the deadline outlined for each phase.

10.2 LITERATURE / SPECIFICATIONS:

Detailed specification sheets, catalog cuts, and any literature available must be included with your bid if you are bidding on equal manufacturers and models. Refer to Part 3 – Substitutions for a more detailed listing of requirements for substitution submissions.

10.3 BID DEPOSIT:

The requirements of a 10% secured bid deposit are hereby waived for this project.

10.4 PERFORMANCE BOND:

The requirement for a 100% Performance Bond is hereby waived for this project.

10.5 BID SECURITY:

The requirement for a bid deposit / security is waived for this contract.

- 10.6 SUBCONTRACTOR LIST (NOT REQUIRED)
- 10.7 FORM OF AGREEMENT BETWEEN AGENCY AND VENDOR:
For work related to affixing items directly to the structure of the building the form of Owner/Vendor agreement will be AIA Document A151-2019: Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings and Equipment.
- 10.8 SCHEDULE:
10.9.1 Installation Schedule and Phasing is as follows:
i. Installation Schedule to begin on June 23, 2021 with completion on or before August 03, 2021.
Coordinate areas of work and related schedule with Construction Manager.
- 10.9.2 Provide Owner with complete delivery schedule upon award contract and coordinate with Construction Manager and Owner on site as required.
- 10.9 FORMAL CONTRACT:
The execution of a formal contract will be required of all successful bidders.
- 10.10 AWARD OF CONTRACT:
The District shall award this contract by line item, by group where standardization is a key issue, or by a method that best serves the interest of the District in order to ensure the successful completion of this project, to the lowest qualified bidder for each item or group of items as determined.
- 10.11 PREVAILING WAGE REQUIREMENT:
Prevailing wage is applicable to labor hours when affixing items to building elements.
- 10.12 DELIVERY / INSTALLATION:
All items shall be delivered f.o.b. to Silver Lake Elementary School in Middletown, Delaware 19709 and “set in place” “adjusted” and/or “installed” per the instructions given by the District. All packing materials shall be removed by the deliverer/installer upon leaving the site.
- Deliveries and installation will begin Wednesday June 23, 2021 and will be staggered accordingly with varying completion dates over approximately an 8-week period and must be completed by dates as outlined for each Phase. Successful bidders will be notified two weeks prior to the actual installation date by BSA+A. No early shipments will be permitted. Successful bidders will be given schedules of installation prior to delivery.
- 10.13 BIDDER REPRESENTATION:
Bidder is to provide the name, address and telephone number of the representative(s) that will be responsible for handling this project. Dealer is to provide a full time Project Manager and attend bi-weekly construction meetings on site starting on / or before April 2021.
- 10.14 EQUAL OPPORTUNITY:

In setting forth these specifications, it is the intent of the Appoquinimink School District to offer equal opportunity to all bidders. Styles, brand names, etc. referred to are for descriptive and quality purposes only and are not restrictive. Equal substitutions meeting requirements will be considered.

10.15 APPROVED EQUALS:

Offers submitting “or equal” products must provide with the bid, detailed descriptions, technical specifications, catalog cuts and standard color swatches where applicable and warranty information to be used for the evaluation. The District reserves the right to reject alternate bids that do not include sufficient information. All literature must be clearly marked for each item number it represents. If you bid on an equal item that deviates from the specified unit in any way, a written list of all variations shall be included with your bid submission for each item. You must also provide a full range of the colors and finishes which are available for all items with your bid. All vendors should also be prepared to provide a product sample of the exact substitution item bid for evaluation purposes within 48 hours of a request to provide this information. Failure of a Dealer to meet any of these terms will result in an automatic rejection of the vendor’s bid for items that do not comply with these requirements.

10.16 SAMPLES:

If samples are required in order for the District to make an evaluation of an alternate bid, they shall be delivered within 48 hours of such request to:

BSA+A
954 Justison Street Wilmington, DE, 19801
P1: (302) 658-9300

Failure to supply samples and product substitution in a timely manner shall be cause for the rejection of bid item.

10.17 MISCELLANEOUS REQUIREMENTS:

- i. All Vendors must list manufacturer and model number of the exact item on which their bid is based on the line identified as SUBSTITUTED MANUFACTURER/ SUBSTITUTED PRODUCT # for each bid item on the bid form. If this section is not completed for each item, the vendor will be required to provide, deliver and install the exact item(s) specified in the specification project manual . The literature submitted for equal items must cross- reference item number to assist in the evaluation process.
- ii. Vendors must provide written documentation to the Appoquinimink School District within 14 days of the receipt of a purchase order to verify that the vendor has placed an order with the manufacturer for all items. This written documentation should certify the manufacturer’s receipt of this order as well as confirmation of shipping dates for these items. Failure to provide this written documentation will invalidate the Dealer’s award and purchase order for the item(s), and the item(s) will be awarded to the next approved low bidder.
- iii. All Dealers must submit a sample of their tamperproof hardware or technical specifications for evaluation purposes with their bid for all items that require this feature. All items are to be adjusted to the specifications of the District.

10.18 QUESTIONS:

Questions regarding the specifications for this project may be issued via email and addressed to:

BSA+A: Attention : Kelly Lucas
954 Justison Street Wilmington, DE
P1: (302) 658-9300

10.19 QUANTITIES:

The quantities listed are planned estimates only. The District reserves the right to increase or decrease actual quantities ordered for a period of up to 90 days after the date of installation. All items must be available for purchase by the District at the unit cost provided with your bid. The District also reserves the right to revise quantities after the receipt of purchase order, provided it is done prior to the close of production scheduling and can be accommodated.

END INSTRUCTIONS TO BIDDERS

BID FORM 00 41 13

BID FORM

For Appoquinimink School District Bids Due:

January 22, 2021

To: Appoquinimink School District
118 South Sixth Street
Odessa, DE 19730

For: Silver Lake Elementary School
200 E. Cochran Street
Middletown, DE 19709

Name of Bidder:

Bidders Address:

Delaware Business License No.: _____

Taxpayer ID No.: _____

(City, Other License Nos.): _____

Phone No.: () _____ **Fax No.:** () _____

Email address: _____

This proposal is submitted in response to your invitation to Bid in which proposals were requested to be submitted for the project identified as:

Silver Lake Elementary School
Fixture, Furniture and Equipment
Appoquinimink School District
New Castle County, Delaware

The undersigned, representing that he has read and understands the Bidding Documents, including the complete Project Manual and the Drawings as listed in the Table of Contents/Drawing List, all dated December 16, 2020 and that this bid is made in accordance therewith, that has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents and as noted on attached itemized Bid Sheets.

ALTERNATES

Alternate prices conform to applicable project section. Refer to specifications for a complete description of the following alternates . An “ADD” or “ DEDUCT” amount is indicated by the crossed-out part that does not apply.

N/A

UNIT PRICES

Unit Prices conform to applicable project specification section. Refer to the specifications for a complete description of the following unit prices:

N/A

ADDENDA ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda:

ADDENDA NUMBER:

DATE OF ADDENDUM:

I / We acknowledge receipt of Addenda numbered _____
The price(s) submitted include any cost / schedule impact addenda may have.

BID FORM
Signature Form

This bid shall remain valid and cannot be withdrawn for **60** days from the date of opening of bids.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

The Owner shall have the right to award bids on the basis of item or groups of items, and to award to multiple vendors.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work in accordance with the schedule indicated in the Instructions to Bidders.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver Insurance Certificates required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By: _____

Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ **By:** _____
(Authorized Signature)

(*SEAL*) _____
(Title)

(Date)

I/WE have:

Completed the Non-Collusion Statement. Completed the Bid Summary Form/Proposal Form

BID FORM
BID SUMMARY FORM

NOTES:

1. All costs to include delivery, assembly and installation.
2. Installation schedule shall be per dates listed in Section 00 21 13 Instructions to Bidders
3. Bidders must list the manufacturer and model number of the exact item on which their bid is based on the line identified and mfg/model number for each item on this bid. If this section is not completed for each item, the vendor will be required to deliver the exact item(s) specified. The literature submitted for equal items, if approved in advance, must cross-reference the bid items number to assist in the evaluation process.
4. Owner may purchase one, all or none of the items in the bid submitted.
5. Bidders may bid on any or all items specified per detail sheet. Bidders shall bid on only one item per detail sheet.
6. Indicate total bid below for all items bid.
7. Quote unit prices based on revised quantity being delivered and installed with original shipment.

BASE BID

FURNITURE COST, DELIVERED AND INSTALLED: \$ _____

DOLLARS

Written Cost

FURNITURE INSTALLTION DURATION: _____ **WEEKS/** _____ **WORKING DAYS FROM**
RECEIPT OF PURCHASE ORDER.

BID FORM
Non-Collusion Statement

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date.

All the terms and conditions of this Contract have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

PHONE NUMBER: _____

Sworn to and Subscribed before me this _____ day of
_____ 2021

My Commission expires _____

NOTARY PUBLIC _____

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

BID FORM
Verification Statement

I _____ acknowledge receipt of and have read all Division 0 and Division 1 specifications and understand that all conditions within these documents will become part of the contract between _____ and Appoquinimink School District.

Signature

Date

I _____ have read the outline schedule in Section 00 21 13 and as listed below and shall abide by the completion date as listed below. Installation Schedule as follows:

- Start Date: June 23, 2021
- Completion Date: August 03, 2021

Signature

Date

I _____ have read the Installation requirements as outlined in Part 9 – INSTALLATION of Section 00 21 13 – Instructions to Bidders and as listed below:

Supervision: Dealer's representative for this Project shall be present during installation. A full time Project Manager is to be assigned to the project and is to attend bi-weekly construction meetings starting in April 2021.

Signature

Date

*****Bid Tabulation Sheets follow*****

SECTION 00 41 13
BID SUMMARY FORM

THE FOLLOWING ITEMS LISTED MUST BE BID AS A GROUP

The total cost will be to provide, deliver, unpack, assemble and place the furniture in areas at times as designated in the attached Special Instructions, Specifications and General Instructions to Bidders.

All vendors must indicate their total bid price for the entire quantities of items listed below.

The award for each of these groups will be made to one vendor based on this total price. The furniture bid for each of these groups must be from the same manufacturer. Failure of a vendor to complete this section, failure to bid on furniture from the same manufacturer, or failure to bid on all items within the group, will result in an automatic rejection of a bid for any of the items within the group. The individual bid prices for each item listed on the bid form will be the prices paid by the School District if additional quantities are ordered.

GROUP A1:

The following items must be bid as a group:

A-01

Indicate the total bid price for the entire quantities of items in Group A1 in the following space:

\$ _____

GROUP A2:

The following items must be bid as a group:

A-02

Indicate the total bid price for the entire quantities of items in Group A2 in the following space:

\$ _____

GROUP A3:

The following items must be bid as a group:

A-03

Indicate the total bid price for the entire quantities of items in Group A3 in the following space:

\$ _____

GROUP B1:

The following items must be bid as a group:

CH01, CH-02, CH-03, CH-04, CH-05

Indicate the total bid price for the entire quantities of items in Group B1 in the following space:

\$ _____

GROUP B-2:

The following items must be bid as a group:

CH-06, CH-07, CH-08

Indicate the total bid price for the entire quantities of items in Group B2 in the following space:

\$ _____

GROUP B-3:

The following items must be bid as a group:

CH-09

Indicate the total bid price for the entire quantities of items in Group B3 in the following space:

\$ _____

GROUP B-4:

The following items must be bid as a group:

CH-10, CH-11, CH-12, CH-13, CH-14, T-02

Indicate the total bid price for the entire quantities of items in Group B4 in the following space:

\$ _____

GROUP C:

The following items must be bid as a group:

T-04

Indicate the total bid price for the entire quantities of items in Group C in the following space:

\$ _____

GROUP D:

The following items must be bid as a group:

FP-01

Indicate the total bid price for the entire quantities of items in Group D in the following space:

\$ _____

GROUP E:

The following items must be bid as a group:

ML-01, T-03, LC-1

Indicate the total bid price for the entire quantities of items in Group E in the following space:

\$ _____

GROUP F1:

The following items must be bid as a group:

N-01, N-02, N-03

Indicate the total bid price for the entire quantities of items in Group F1 in the following space:

\$ _____

GROUP F2

The following items must be bid as a group:

N-04

Indicate the total bid price for the entire quantities of items in Group F2 in the following space:

\$ _____

GROUP G:

The following items must be bid as a group:

T-01

Indicate the total bid price for the entire quantities of items in Group G in the following space:

\$ _____

GROUP H:

The following items must be bid as a group:

LS-1, LS-2, LS-3, LS-4, LS-5, LS-6, LS-7, LS-8

Indicate the total bid price for the entire quantities of items in Group H in the following space:

\$ _____

GROUP I:

The following items must be bid as a group:

LS-09

Indicate the total bid price for the entire quantities of items in Group I in the following space:

\$ _____

GROUP J:

The following items must be bid as a group:

LS-10A, LS-10B, LS-10C

Indicate the total bid price for the entire quantities of items in Group J in the following space:

\$ _____

GROUP K:

The following items must be bid as a group:

M-01, M-02, M-03, M-04, M-05, M-06, M-07

Indicate the total bid price for the entire quantities of items in Group L in the following space:

\$ _____

GROUP L:

The following items must be bid as a group:

P-1

Indicate the total bid price for the entire quantities of items in Group M in the following space:

\$ _____

GROUP M:

The following items must be bid as a group:

US-1, US-2, US-3

Indicate the total bid price for the entire quantities of items in Group N in the following space:

\$ _____

Item #	DESCRIPTION	SUBSTITUTED MANUFACTURER	SUBSTITUTED PRODUCT #	UNIT COST	QTY.	EXTENDED COST
Group A1 – Art Rack						
A-01	Drying Rack				2	
TOTAL FOR GROUP A1 – ART RACK \$ _____						
Group A2 – Art Supplies						
A-02	Ceramic Drying Cabinet				1	
TOTAL FOR GROUP A2 – ART SUPPLIES \$ _____						
Group A3 – Art Storage						
A-03	ToteTrays				40	
TOTAL FOR GROUP A3 – ART STORAGE \$ _____						
Group B1 – Seating/Storage						
CH-01	Task Chair (Office)				15	
CH-02	Task Chair (Classroom)				51	
CH-03	Task Chair (Conference)				28	
CH-04	Guest Chair (Casters)				54	

Item #	DESCRIPTION	SUBSTITUTED MANUFACTURER	SUBSTITUTED PRODUCT #	UNIT COST	QTY.	EXTENDED COST
CH-05	Guest Chair				10	
TOTAL FOR GROUP B1 – SEATING \$ _____						
Group B2 - Seating						
CH-06	Poly Stack Chair				13	
CH-07	Poly Chair with Casters				74	
CH-08	Poly Stool				8	
TOTAL FOR GROUP B2 – SEATING \$ _____						
Group B3 – Seating						
CH-09	Poly Chair with Casters and Bookrack				16	
TOTAL FOR GROUP B3 – SEATING/STORAGE \$ _____						
Group B4 – Seating & Occ. Tables						
CH-10	Diamond Lounge Chair				32	
CH-11	Trapezoid Lounge Chair				8	
CH-12	Boomerang Lounge Chair				1	
CH-13	Triangle Lounge				23	

Item #	DESCRIPTION	SUBSTITUTED MANUFACTURER	SUBSTITUTED PRODUCT #	UNIT COST	QTY.	EXTENDED COST
CH-14	Round Ottoman				11	
T-02	Occasional Table				4	
TOTAL FOR GROUP B4 – SEATING & OCCASIONAL TABLES \$ _____						
Group C- Mobile Tables						
T-04	Mobile Planning wood top				8	
TOTAL FOR GROUP C –MOBILE TABLES \$ _____						
Group D – Fire Proof Files						
FP-01	4 Drawer Fire Proof File				3	
TOTAL FOR GROUP D –FIRE PROOF FILES \$ _____						
Group E – Mobile Lectern/Work Tables/Cart						
ML-01	Mobile Lectern				38	
T-03	Planner Studio Table				4	
LC-1	Metal Book Truck				2	
TOTAL FOR GROUP E – MOBILE LECTERN/WORK TABLES/CART \$ _____						

Item #	DESCRIPTION	SUBSTITUTED MANUFACTURER	SUBSTITUTED PRODUCT #	UNIT COST	QTY.	EXTENDED COST
Group F1 – Nurse/Allied Health Furnishings						
N-01	Recovery Couch				2	
N-02	Storage Cart				3	
N-03	Stool				3	
TOTAL FOR GROUP F1 –NURSE/ALLIED HEALTH FURNISHINGS \$ _____						
Group F2 – Nurse/Allied Health Furnishings						
N-04	Treatment Table				1	
TOTAL FOR GROUP F2 –NURSE/ALLIED HEALTH FURNISHINGS \$ _____						
Group G – Tables						
T-01	Table with Casters				6	
TOTAL FOR GROUP G–TABLES \$ _____						
Group H– Library Shelving						
LS-1	Single Faced Shelving				19	
LS-2	Single Faced Shelving				8	
LS-3	Double Faced Shelving				12	
LS-4	Double Faced Shelving				1	

LS-5	Single Face End Panel				10	
LS-6	Single Face End Panel				2	
LS-7	Custom Double Face End Panel				7	
LS-8	Custom Double Face End Panel/Slat Wall				7	
TOTAL FOR GROUP H-LIBRARY SHELVING \$ _____						
Group I – Book Drop						
LS-09	Mobile Book Drop				1	
TOTAL FOR GROUP I –BOOK DROP \$ _____						
Group J– Slat Wall Accessories						
LS-10A	Acrylic Sign Holder				10	
LS-10B	Large Book Holder				15	
LS-03C	Display Shelf				20	
TOTAL FOR GROUP J – SLAT WALL ACCESSORIES \$ _____						
Group K – Music Furnishings						
M-01	Student Posture Chair				60	
M-02	Music Stand				60	
M-03	Chair Store Cart				1	
M-04	Music Stand Cart				2	

M-07	Choral Risers				5	
M-08	Choral Riser Side Rails				1 Set	
M-09	Choral Portfolio cabinet				2	
TOTAL FOR GROUP K–MUSIC FURNISHINGS \$ _____						
Group L– Podium						
P-1	Podium				1	
TOTAL FOR GROUP L–PODIUM \$ _____						
Group M – Utility Shelving						
US-1	18" D. Utility Shelving				30	
US-2	24" D. Utility Shelving				26	
US-3	12" D. Utility Shelving				13	
TOTAL FOR GROUP M–UTILITY SHELVING \$ _____						

TOTAL FOR ALL FURNISHING \$ _____

WRITTEN DOLLAR VALUE:

LIST ITEMS OR GROUPS NOT INCLUDED IN BID

END OF BID FORM

SECTION 00 43 13 – BID FORM

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____)
of amount of bid on Contract No. _____, to be paid to the **State** for the use and
benefit of _____ (*Appoquinimink School District*) for which
payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors,
administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**
who has submitted to the _____ (*Appoquinimink School District*)
a certain proposal to enter into this contract for the furnishing of certain material and/or services within the
State, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this
Contract as may be required by the terms of this Contract and approved by the _____
_____ (*Appoquinimink School District*) this Contract to be entered into within twenty
days after the date of official notice of the award thereof in accordance with the terms of said proposal, then
this obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two
thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

Title

APPOQUINIMINK SCHOOL DISTRICT
PROJECT NO. 18.019

SILVER LAKE ELEMENTARY SCHOOL
FURNITURE, FIXTURES & EQUIPMENT

Witness: _____ By: _____
Name of Surety
Title

END OF SECTION BID BOND

SECTION 00 52 13
STANDARD FORM OF AGREEMENT

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND VENDOR FOR FURNITURE,
FURNISHINGS AND EQUIPMENT A151-2019.**

The contract to be utilized on this project shall be the “Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings and Equipment” AIA Document A151-2019.

DRAFT AIA® Document A151™ – 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Appoquinimink School District
118 South Sixth Street
Odessa, Delaware 19730

and the Vendor:
(Name, legal status, address, and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location, and detailed description)

Silver Lake Elementary School
200 E. Cochran Street
Middletown, DE 19709

The Architect:
(Name, legal status, address, and other information)

BSA+A
Corporation
954 Justison Street
Wilmington, DE 19801

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONTRACT SUM AND PAYMENTS
- 3 TIME
- 4 OWNER
- 5 VENDOR
- 6 TITLE AND RISK OF LOSS
- 7 DELIVERY AND INSTALLATION
- 8 ACCEPTANCE
- 9 WARRANTIES
- 10 ARCHITECT
- 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
- 12 PROTECTION OF PERSONS AND PROPERTY
- 13 INSURANCE
- 14 CLAIMS AND DISPUTES
- 15 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

§ 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice

§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS

§ 2.1 Contract Sum

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates

§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 2.1.4 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price

§ 2.1.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

§ 2.1.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor’s right to payment.

§ 2.2.3 Except with the Owner’s knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner’s employees or consultants, that would reasonably appear to compromise the Owner’s employees’ or consultants’ judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor’s control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement

The date of commencement of the Work shall be:

(Check one of the following boxes.)

[<< >>] The date of this Agreement.

[<< >>] A date set forth in a notice to proceed issued by the Owner.

[<< >>] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work	Completion Date

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may use to perform the Work;
- .2 access to the Project premises for the Vendor at reasonable times;
- .3 information regarding any restrictions on the use of, or access to, the Project premises;
- .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- .6 a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and

use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and material safety data sheets.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

§ 12.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 12.2.3 If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

§ 13.13 Waiver of Subrogation

§ 13.13.1 The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 13.13.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

ARTICLE 14 CLAIMS AND DISPUTES**§ 14.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 14.7 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work. The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.7 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 14.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.9 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 14.10 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.11 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages

The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

<< >>

§ 15.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<< >>

Section	Title	Date	Pages

§ 15.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<< >>

Number	Title	Date

§ 15.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

[] The Sustainability Plan:

Title	Date	Pages

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

<< >>

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

« »« »

(Printed name and title)

VENDOR *(Signature)*

« »« »

(Printed name and title)

END OF STANDARD FORM OF AGREEMENT



DRAFT AIA® Document A251™ – 2007

General Conditions of the Contract for Furniture, Furnishings and Equipment

for the following PROJECT:

(Name, location, and brief description)

Silver Lake Elementary School
200 E. Cochran Street
Middletown, DE 19709

THE OWNER:

(Name, legal status, address and other information)

Appoquinimink School District
118 South Sixth Street
Odessa, Delaware 19730

THE ARCHITECT:

(Name, legal status, address and other information)

BSA+A
Corporation
954 Justison Street
Wilmington, DE 19801

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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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14 MISCELLANEOUS PROVISIONS

15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Vendor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the request for quotation or the Vendor's quotation.

§ 1.1.2 **Modification.** A Modification is (1) a written amendment to the Contract signed by both parties or (2) a written order for a minor change in the Work issued by the Architect.

§ 1.1.3 **The Contract.** The Contract Documents form the Contract for Furniture, Furnishings and Equipment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Vendor; (2) between the Owner and a sub-vendor; (3) between the Owner and the Architect or the Architect's consultants; or (4) between any persons or entities other than the Owner and the Vendor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.4 **The Work.** The term "Work" means the fabrication, shipping, warehousing, delivery, installation and all other labor, materials and activities required of the Vendor. The Work may constitute the whole or a part of the Project with regard to the furniture, furnishings and equipment required by the Contract Documents.

§ 1.1.5 **The Project.** The Project is the total construction and installation of which the Work performed under the Contract may be the whole or a part. Other vendors and contractors under separate agreements with the Owner may concurrently perform construction or other activities for the Project.

§ 1.1.6 **The Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.7 **The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for furniture, furnishings, equipment, systems, quality and workmanship standards for the Work.

§ 1.1.8 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Vendor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or furniture, furnishings and equipment industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in the document or (3) the titles of other documents published by the American Institute of Architects.

§ 1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.3.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Vendor, sub-vendors and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.3.2 The Vendor, sub-vendors and suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.4 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 9.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may utilize in the performance of the Work;
- .2 access to the premises for the Vendor at reasonable times;
- .3 suitable space for receipt, inspection, acceptance and staging of materials, furniture, furnishings and equipment;
- .4 temporary utilities and facilities on the premises and vertical transportation necessary for progress and execution of the Work; and
- .5 security normal for the Project premises.

§ 2.2.2 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 3 VENDOR

§ 3.1 GENERAL

§ 3.1.1 The Vendor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Vendor" means the Vendor or the Vendor's authorized representative.

§ 3.1.2 The Vendor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Vendor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections or approvals required or performed by persons or entities other than the Vendor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND INSPECTION OF PROJECT PREMISES BY VENDOR

§ 3.2.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises or, if the Project premises have not yet been constructed, has reviewed the documents pertaining thereto; has become familiar with local conditions under which the Work is to be performed and information relative to access to and use of the Project premises, as provided by the Owner under Section 2.2; and has correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Vendor shall, before starting each portion of the Work, (1) carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.1; (2) take field measurements of any existing conditions related to that portion of the Work; and (3) observe any conditions of the access route or on the Project premises affecting the Work. These obligations are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, the Vendor shall report promptly to the Architect any errors, inconsistencies or omissions discovered or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review of the Contract Documents is made in the Vendor's capacity as a Vendor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall report promptly to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 3.2.4 In addition to the Vendor's representations under Section 3.2.1, the Vendor shall, prior to shipment, delivery and installation, visit and inspect the Project premises in order to confirm the conditions under which the Work is to be performed; verify the stage of completion of the premises and the Project; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by the Owner and the condition of the premises and separate vendors; and correlate these observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner conditions observed during such inspection or thereafter that would impede the Vendor's performance of the Work.

§ 3.2.5 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 3.2.2, 3.2.3 and 3.2.4, the Vendor shall make Claims as provided in Article 15. If the Vendor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.4, the Vendor shall pay such costs and damages to the Owner as would have been avoided if the Vendor had performed such obligations.

§ 3.3 SUPERVISION OF THE WORK

§ 3.3.1 The Vendor shall supervise and direct the Work, using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of fabrication, shipment, delivery and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 3.3.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors and their agents and employees, and other persons or entities performing or providing portions of the Work to, for or on behalf of, the Vendor or any of its sub-vendors.

§ 3.3.3 The Vendor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

§ 3.4.2 The Vendor shall not make substitutions until after evaluation by the Architect and approval by the Owner.

§ 3.4.3 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 TAXES

The Vendor shall pay all required sales, consumer, use and similar taxes for the Work provided by the Vendor.

§ 3.6 PERMITS, FEES NOTICES, AND COMPLIANCE WITH LAWS

§ 3.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required as of that date.

§ 3.6.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.6.3 If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7 SUPERINTENDENT

The Vendor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project premises during performance of the Work. The superintendent shall represent the Vendor, and communications given to the superintendent shall be as binding as if given to the Vendor.

§ 3.8 VENDOR'S SCHEDULES

§ 3.8.1 The Vendor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Vendor's progress schedule for the Work. The schedule shall not exceed time limits established in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the Project and related Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.8.2 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work, within the Contract Time, including dates for order placement, fabrication, shipping, delivery and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, fabrics and other materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 3.8.3 The Vendor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall 1) be coordinated with the Vendor's progress schedule, and 2) allow the Architect reasonable time to review submittals. If the Vendor fails to submit a submittal schedule, the Vendor shall not be entitled to any increase in Contract Sum or extension of contract completion time based on the time required for review of submittals.

§ 3.8.4 The Vendor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.8.5 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of separate Vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 3.9 DOCUMENTS FOR THE OWNER'S RECORDS

The Vendor shall maintain for the Owner one copy of the Drawings, Specifications, Addenda and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Work, and one copy of approved Shop Drawings, Product Data and similar required submittals. These shall be

available to the Architect and shall be delivered to the Owner upon completion of the Work as a record of the Work installed.

§ 3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Vendor or a sub-vendor to illustrate some portion of the Work.

§ 3.10.2 Product Data are manufacturer's illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Vendor to illustrate materials or equipment for some portion of the Work.

§ 3.10.3 Shop Drawings, Product Data and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Vendor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. The Architect may return without action submittals that are not required by the Contract Documents.

§ 3.10.4 The Vendor shall review for compliance with the Contract Documents, and approve and submit to the Architect, Shop Drawings, Product Data and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submitted schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate vendors.

§ 3.10.5 By submitting Shop Drawings, Product Data and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them, and (2) determined and verified materials, field measurements and field installation criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.10.6 The Vendor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data or similar submittals until the respective submittal has been approved by the Architect.

§ 3.10.7 The Work shall be in accordance with approved submittals, except that the Vendor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or similar submittals unless the Vendor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work or (2) a Modification to the Contract has been approved authorizing the deviation. The Vendor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data or similar submittals by the Architect's approval.

§ 3.10.8 The Vendor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.10.9 Samples, once approved, constitute an express warranty that the goods will conform to the sample.

§ 3.10.10 When professional certification of performance criteria for furniture, furnishings and equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

§ 3.11 CLEANING UP

§ 3.11.1 The Vendor shall keep the premises and surrounding area free from accumulation of waste materials and other debris created by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials and other debris created by the Vendor's activities, the Vendor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.11.2 If the Vendor fails to clean up as provided in the Contract Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Vendor for the cost thereof.

§ 3.12 INDEMNIFICATION

§ 3.12.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.12.

§ 3.12.2 In claims against any person or entity indemnified under this Section 3.12 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a sub-vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 TITLE AND RISK OF LOSS

§ 4.1 Title to all furniture, furnishings and equipment shall be transferred to the Owner upon acceptance by the Owner pursuant to Section 6.2 or upon payment in full to the Vendor, whichever occurs first.

§ 4.2 The risk of loss, with respect to all furniture, furnishings and equipment provided by the Vendor, shall remain on the Vendor until acceptance by the Owner pursuant to Section 6.2 of the furniture, furnishings and equipment, or designated portion thereof.

§ 4.3 The Owner shall be under no obligation to insure furniture, furnishings or equipment that does not conform to the Contract Documents or that the Owner has rejected. Under such circumstances, the risk of loss shall remain with the Vendor.

ARTICLE 5 DELIVERY AND INSTALLATION

§ 5.1 The Vendor shall make delivery of all furniture, furnishings and equipment in accordance with the Vendor's progress schedule or at a time agreed upon by the Owner and Architect.

§ 5.2 The Vendor shall become fully informed of the conditions relating to delivery, installation and labor under which the Vendor's Work will be performed. The Vendor shall employ the labor, and means and methods of carrying out the Vendor's Work as the conditions require.

§ 5.3 Delivery and installation of all furniture, furnishings and equipment shall be made to the location of the Project, as specified in the Contract Documents. Installation of furniture, furnishings and equipment shall include testing as required by the Contract Documents.

§ 5.4 The Vendor shall consult with the Owner to identify a route to be used within the Project premises from the point of initial delivery at the Project premises to the place of final placement or installation. After its selection, the route shall be made available to the Vendor for delivery of furniture, furnishings and equipment as provided in Section 5.1 and Section 5.2.

§ 5.5 The Vendor shall, within a reasonable time prior to delivery, provide the Owner with schedules for access and arrange for the use of elevators and unloading facilities.

§ 5.6 When the Vendor considers installation of all or a designated portion of the furniture, furnishings or equipment required by the Contract Documents to be complete, the Vendor shall advise the Owner and Architect in writing.

ARTICLE 6 ACCEPTANCE

§ 6.1 Prior to the tender of delivery by the Vendor, the Owner may conduct a preliminary inspection of the furniture, furnishings and equipment upon delivery for the purpose of verifying the delivery of such furniture, furnishings or equipment, including quantities. Such preliminary inspections shall not constitute acceptance of, taking charge over

or control of such furniture, furnishings or equipment. Any defects, damage, deficiencies or nonconformity discovered by the Owner shall be reported to the Vendor.

§ 6.2 Upon completion of installation pursuant to Section 5.6, the Owner, with the assistance of the Architect, shall conduct an acceptance inspection. If the Owner determines that the furniture, furnishings and equipment comply with the requirements of the Contract Documents, the Owner shall notify the Vendor that the furniture, furnishings and equipment have been accepted. If the Owner determines that all or any portion of the furniture, furnishings or equipment do not conform to the requirements of the Contract Documents, the Owner shall reject such nonconforming portion by notifying the Vendor in writing of such rejection.

§ 6.3 If the Owner rejects all or any portion of the delivery, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days after the date of the inspection performed pursuant to Section 6.2. The notice shall include the specific basis for the Owner's rejection.

§ 6.4 If the Owner rejects all or any portion of the delivery, the Owner shall hold the rejected portion for a reasonable time to permit the Vendor to remove it from the Project premises.

§ 6.5 Upon rejection by the Owner, the Vendor shall have 30 days to provide acceptable evidence of arrangements to remedy the basis for rejection. If the Vendor remedies the basis for rejection, the Vendor shall notify the Owner in writing. The Owner shall have an additional period of time to conduct an acceptance inspection of the previously rejected furniture, furnishings or equipment. If the Owner agrees to accept the furniture, furnishings or equipment, the Owner shall so notify the Vendor in writing. If the Owner rejects the tender of such furniture, furnishings or equipment, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days. Such notice shall include the specific basis for rejection. Upon rejection, the Vendor shall remove the rejected furniture, furnishings or equipment from the Project premises.

§ 6.6 If furniture, furnishings or equipment that have been previously accepted are found not to comply with the requirements of the Contract Documents, the Owner shall be entitled to revoke acceptance so long as the Vendor does not suffer actual prejudice by virtue of the Owner's prior acceptance of such furniture, furnishings or equipment. Such revocation of acceptance shall be made by giving prompt notice to the Vendor. In such event, the Vendor shall proceed in accordance with Section 6.5.

§ 6.7 The provisions of this Article 6 do not preclude recovery of damages as provided by law.

ARTICLE 7 WARRANTIES

§ 7.1 The Vendor expressly warrants to the Owner and Architect that the Work complies with the requirements of the Contract Documents. The Vendor further warrants that the Owner shall receive the benefit of standard manufacturer's warranties and guarantees applicable to the Work.

§ 7.2 The Vendor provides to the Owner and Architect all warranties relating to the furniture, furnishings and equipment implied by law, including but not limited to the warranty of merchantability.

§ 7.3 The Vendor acknowledges that no exclusion of or limitation on warranties contained in any proposal, product literature or other submittal shall affect the warranties provided pursuant to Sections 7.1 and 7.2.

ARTICLE 8 PAYMENT

§ 8.1 Before the first application for payment, the Vendor shall submit to the Owner a quotation schedule showing the values allocated to each quotation for portions of the Work. The Vendor's quotation schedule shall be accompanied by a certified statement from the Vendor prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, when approved by the Owner, shall be submitted with each application for payment and shall be used as a basis for reviewing the Vendor's applications for payment.

§ 8.2 When payment is due pursuant to the payment terms of the Agreement, the Vendor shall submit to the Owner an itemized application for payment. Such application shall be notarized, if required by the Contract Documents, and supported by such data substantiating the Vendor's right to payment as the Owner may require, such as copies of bills of lading or requisitions from sub-vendors and equipment suppliers.

ARTICLE 9 ARCHITECT

§ 9.1 GENERAL

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 9.2 ADMINISTRATION OF THE CONTRACT

§ 9.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during performance of the Work until final payment is due. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 9.2.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with such schedules.

§ 9.2.3 The Architect will visit the Project premises at intervals appropriate to the stage of the Vendor's operations, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed; and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, and sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, since these are solely the Vendor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 9.2.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Vendor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over, charge of, or responsibility for acts or omissions of the Vendor, sub-vendors, their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.2.5 The Architect has authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the completion time, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Vendor. The Vendor shall carry out such written orders promptly.

§ 9.2.6 Unless otherwise provided, the Architect's authority shall not extend to the receipt, inspection or acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the Project premises and subsequent installation. The Architect is not authorized to reject nonconforming Work, stop the Work or terminate the Contract.

§ 9.2.7 The Architect may recommend to the Owner rejection of Work that does not conform to the Contract Documents. A recommendation by the Architect made in good faith shall not give rise to a duty or responsibility of the Architect to the Owner, Vendor, sub-vendors, their agents or employees, or other persons or entities performing portions of the Work.

ARTICLE 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 10.1 OWNER'S RIGHT TO PERFORM RELATED ACTIVITIES AND TO AWARD SEPARATE CONTRACTS

§ 10.1.1 The Owner reserves the right to perform activities related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other activities at the Project premises. If the Vendor claims that such action by the Owner involves delay or additional cost, the Vendor shall make such Claim as provided in Article 15.

§ 10.1.2 When separate contracts are awarded for different portions of the Project or other activities at the Project premises, the term “Vendor” in the Contract Documents in each case shall mean the vendor who executes each separate Owner-Vendor Agreement.

§ 10.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each separate vendor with the Work of the Vendor, who shall cooperate with them. The Vendor shall participate with other separate vendors and the Owner in reviewing their progress schedules. The Vendor shall make any revisions to the progress schedule deemed necessary after a joint review and mutual agreement. The progress schedules shall then constitute the schedules to be used by the Vendor, separate vendors and the Owner until subsequently revised.

§ 10.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs activities related to the Project with the Owner’s own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Vendor under the Contract, including, without excluding others, those stated in this Article 10, and in Article 3, Article 12 and Article 13 herein.

§ 10.2 MUTUAL RESPONSIBILITY

§ 10.2.1 The Vendor shall afford the Owner and separate vendors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Vendor’s activities with theirs as required by the Contract Documents.

§ 10.2.2 If part of the Vendor’s Work depends for proper execution or results upon activities by the Owner or a separate vendor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects resulting from their activities that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report discrepancies or defects reasonably discoverable, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 10.2.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor because of the Vendor’s delays, improperly timed activities or other damage to the Work of a separate vendor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities or damage to the Work caused by a separate vendor.

§ 10.2.4 The Vendor shall promptly remedy damage it wrongfully causes to property of the Owner or separate vendors as provided in Section 12.2.4.

§ 10.3 OWNER’S RIGHT TO CLEAN UP

If a dispute arises among the Vendor, separate vendors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and, with the Architect’s assistance, allocate the cost among those responsible.

ARTICLE 11 TIME

§ 11.1 DEFINITION OF DAY

The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 11.2 PROGRESS AND COMPLETION

§ 11.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Vendor confirms that the completion date stated in the Contract Documents provides a reasonable period for performing the Work.

§ 11.2.2 The Vendor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project premises prior to the effective date of insurance required by Article 13 to be furnished by the Vendor and the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 11.2.3 The Vendor shall proceed expeditiously with adequate forces and shall achieve completion by the mutually agreed upon completion date.

§ 11.3 DELAYS AND EXTENSIONS OF TIME

§ 11.3.1 If the Vendor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes which the Architect determines may justify delay, the completion date shall be extended by mutual agreement between the Owner and the Vendor.

§ 11.3.2 CONFORMANCE TO AGREED-UPON SCHEDULES

§ 11.3.2.1 The Owner shall cooperate and coordinate its activities with the agreed-upon critical dates identified in the Vendor's progress schedule provided under Section 3.8.2.

§ 11.3.2.2 The Owner shall be responsible for costs the Vendor incurs, such as demurrage, warehousing, and storage or delivery charges, that are due to the Owner's failure to conform to the mutually agreed-upon progress schedule for the Work; to the Owner's failure, without justification, to accept delivery or final installation of furniture, furnishings and equipment; or to any other delays for which the Owner is responsible.

§ 11.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 11.3.4 This Section 11.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 SAFETY PRECAUTIONS AND PROGRAMS

The Vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 12.2 SAFETY OF PERSONS AND PROTECTION OF PROPERTY

§ 12.2.1 The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto, including property of the Owner, separate vendors or other persons, whether or not completed or installed.

§ 12.2.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 12.2.3 When use or storage of flammable, volatile or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Vendor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 12.2.4 The Vendor shall promptly remedy damage and loss to property, other than damage to the Work, caused in whole or in part by the Vendor or anyone directly or indirectly employed by the Vendor, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor.

ARTICLE 13 INSURANCE

§ 13.1 VENDOR'S LIABILITY INSURANCE

§ 13.1.1 The Vendor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Vendor from claims set forth below which may arise out of or result from the Vendor's operations and completed operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor, by a sub-vendor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to, or destruction of, tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Vendor's obligations under Section 3.12.1; and
- .9 Claims for products liability and completed-operations insurance.

§ 13.1.2 The insurance required by Section 13.1.1 shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and with respect to the Contractor's completed operations coverage, until the expiration of the period specified in the Contract Documents.

§ 13.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Section 13.1.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage including coverage for completed operations shall be submitted with the final application for payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 13.1.2. The Vendor shall provide information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, with reasonable promptness.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 GOVERNING LAW

This Agreement shall be considered to be for sale of goods and shall be governed by the Uniform Commercial Code (UCC) as adopted in the place where the Project is located. The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.6.

§ 14.2 SUCCESSORS AND ASSIGNS

The Owner and Vendor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Vendor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.1 **Notice of Claims.** Claims by either party must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.2 Continuing Contract Performance. Pending final resolution of a Claim, the Vendor shall proceed diligently with performance of the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.3 Claims for Consequential Damages. The Vendor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work. Nothing contained in this Section 15.1.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect. An initial recommendation in writing by the Architect, followed by negotiation of the parties, shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Vendor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been made by the Architect.

§ 15.3 MEDIATION

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Section 15.1.3, shall, after recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a demand for arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 Any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written consent.

§ 15.4.4.3 The Owner and Vendor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Vendor under this Agreement.

END OF GENERAL CONDITIONS

DOCUMENT 00 72 23

GENERAL CONDITIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. For work related to affixing items directly to the structure of the building the General Conditions for this project are the American Institute of Architects' "*General Conditions of the Contract for Furniture, Furnishings and Equipment*," AIA Document A251 (2007 edition), Articles 1 through 15 inclusive.

DOCUMENT 00 73 00

SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. For work related to affixing items directly to the structure of the building the *General Conditions of the Contract for Furniture, Furnishings and Equipment*, AIA Document A251, 2007 edition, Articles 1 through 15 inclusive, is a part of this contract and is bound herewith.
- B. References to Articles herein are to Articles in A251.

1.02 SUPPLEMENTARY CONDITIONS

- A. The following provisions modify, change, delete from or add to AIA Document A251. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these provisions, the unaltered provisions of that article, paragraph, sub-paragraph or clause shall remain in effect.

1.03 REFERENCE TO DIVISION 1 - GENERAL REQUIREMENTS

- A. Certain provisions of Division 1 GENERAL REQUIREMENTS supplement the administrative and work-related provisions of the GENERAL CONDITIONS.
- B. Articles affected are cross referenced in the various Sections of Division 1.

1.04 ARTICLE 1 - GENERAL PROVISIONS

- A. Add to 1.1.1 the following clause:
 - 1.1.1.1 The Advertisement for Bids, the bid forms, the Instructions to Bidders, the Vendor's completed bid, all addenda related to bidding requirements, sample forms, and non-collusion statement are expressly enumerated as contract documents.
- B. Add the following Paragraphs:
 - 1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.
 - 1.2.5 The word "PROVIDE" as used in the Contract Documents shall mean "FURNISH AND INSTALL" and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.
 - 1.2.6 The word "PRODUCT" as used in the Contract Documents means all materials, systems and equipment.
- C. Delete paragraph 1.3.1 in its entirety and replace with the following:
 - 1.3.1 All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this

Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

Delete paragraph 1.3.2 in its entirety.

ARTICLE 3 - VENDOR

- A. Amend Subparagraph 3.2.2 to state that any errors, inconsistencies, or omissions discovered shall be reported to the Architect and Owner immediately.
- B. Add the following Paragraphs:
 - 3.3.2.1 The Vendor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.
 - 3.3.4 The Vendor shall provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.
 - 3.3.5 When any room is used as a shop, storeroom, office, etc., by the Vendor or Sub-vendor(s), the Vendor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

1.05 ARTICLE 8 - PAYMENTS

- A. Add to Paragraph 8.1:
 - 8.1.1 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.
- B. Add to Paragraph 8.2:
 - 8.2.1 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and

notarized.

- C. Add the following paragraphs:
 - 8.3 Until Closeout documents have been received and outstanding items completed, the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.
 - 8.4 Substitution of securities for retainage on State contracts is permitted under the provisions of Chapter 69, Title 29, Section 6920 of the Delaware Code.
 - 8.5 Article 6516, Chapter 65, Title 29 of the Delaware Code stipulates annualized interest not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice."
 - 8.6 The Owner shall have the right to withhold from payment the funds necessary to offset these claims enumerated in paragraphs above.
 - 8.7 The Vendor shall have the obligation to remove any liens filed against the Project or any part thereof and shall bear all costs connected with said removal prior to the Owner being obligated to make the next monthly progress payment.
 - 8.8 No payment of monies nor any partial or entire use of occupancy of the Project by the Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- 1.06 ARTICLE 10 – RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
 - A. Delete Subparagraph 10.1.4 in its entirety.
 - B. In paragraph 10.2.3, in the second sentence, strike the word “shall” and insert the word “may”.
- 1.07 ARTICLE 12 - PROTECTION OF PERSONS AND PROPERTY
 - A. Add the following clause:
 - 12.2.3.1 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.
 - B. Add the following subparagraph:
 - 12.2.5 The Vendor shall certify to the Owner that materials incorporated into the work are free of all asbestos. This certification may be in the form of Material Safety Data Sheets (MSDS) provided by the product manufacturer for the materials used in construction by the Vendor.
- 1.08 ARTICLE 13 - INSURANCE

A. Add the following Clause 13.1.2.1 to 13.1.2:

13.1.2.1 The insurance required by Subparagraph 13.1.1 shall be written for not less than the following, or greater if required by law:

1. Workmen's Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal (e.g., Longshoremen's): Statutory
 - (c) Employer's Liability
\$ 100,000
2. Comprehensive General Liability (including Premises Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury
\$ 500,000 Each Person
\$ 1,000,000 Each Occurrence
\$ 1,000,000 Annual Aggregate
 - (b) Property Damage
\$ 500,000 Each Occurrence
\$ 500,000 Annual Aggregate
 - (c) Products and Completed Operations to be maintained for 2 years after final payment.
 - (d) Property Damage Liability Insurance will provide X, C, or U coverage as applicable.
3. Contractual Liability:
 - (a) Bodily Injury
\$ 500,000 Each Person
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate
 - (b) Property Damage:
\$ 500,000 Each Occurrence
\$1,000,000 Annual Aggregate
4. Personal Injury, with Employment Exclusion deleted:
\$ 500,000 Each Occurrence
5. Comprehensive Automobile Liability:
 - (a) Bodily Injury:
\$1,000,000 Each Person
\$1,000,000 Each Occurrence
 - (b) Property Damage:
\$ 500,000 Each Occurrence
6. Subvendor's policies shall include contingent and contractual liability coverage in the same minimum amounts as 3, above.

B. Add the following Clauses 13.1.3.1 and 13.1.3.2 to 13.1.3:

13.1.3.1 The Vendor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by Subparagraph 13.1.2. The form of the Certificate shall be AIA Document G705 or insurance carrier's standard form, which presents required information. The Vendor shall furnish to the

- Owner copies of any endorsements that are subsequently issued amending coverage or limits.
- 13.1.3.2 Certificates of insurance filed with the Owner shall guarantee fifteen (15) days prior notice of cancellation, non-renewal or any change in coverage and limits of liability shown as included on certificates.
- C. Add the following Subparagraphs 13.1.4 through 13.1.6:
- 13.1.4 The Vendor shall carry all insurance required by law, such as Unemployment Insurance, etc. He shall carry such insurance coverage as he desires on his own property such as his field office, storage sheds or other structures erected upon the project site that belong to him and for his own use. The Subvendors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 13.1.5 The Vendor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by him or his Subvendor during the entire construction period on this project.
- 13.1.6 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Vendor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Vendor and his Subvendor shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 1.09 ARTICLE 14 – MISCELLANEOUS PROVISIONS
- A. In Paragraph 14.1, Strike “except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.6.”
- B. Add Paragraph 14.3:
- 14.3 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS
- If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.
- 1.10 ARTICLE 15 – DISPUTE RESOLUTION
- A. 15.1.1: Throughout the Paragraph strike “21” and insert “45”.
- B. Delete Subparagraph 15.1.3 in its entirety.
- C. Amend Subparagraph 15.2 to delete reference to arbitration.
- D. 15.3.1: Strike “arbitration” and insert “any or all remedies at law or in equity”.
- E. 15.3.2 In the first sentence, delete “administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect

on the date of the Agreement,” Strike “arbitration” and insert “remedies at law and in equity”.

- F. Delete paragraph 15.4 and it’s subparagraphs in their entirety.

1.11 ADD ARTICLE 16 - STATE LICENSE AND TAX REQUIREMENTS

15.1 Each Vendor and subvendor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, the Vendor shall furnish the State's Department of Finance, within 10 days after award of contract, a statement of the total values of each contract and subcontract with a non-resident vendor or subvendor together with the names and addresses of the contracting parties.

15.2 Taxes: The Vendor shall pay all sales, consumer, use and other taxes required by law.

15.2.1 With respect to all persons at any time employed by or on the payroll of the Vendor or performing any work for or on his behalf, or in connection with or arising out of his business, the Vendor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

15.2.2 Upon request, the Vendor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

15.2.3 If the Vendor is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Vendor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

1.12 ADD ARTICLE 17 - EQUALITY OF EMPLOYMENT OPPORTUNITY

16.1 In accordance with Title 29, Chapter 69, Section 6962, of the Delaware Code, during the performance of this contract the contractor agrees as follows:

16.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16.1.2 The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

16.1.3 The contractor will, in all solicitations or advertisements for employees

placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

1.13 ADD ARTICLE 18 - VENDOR RESPONSIBILITIES

- 22.1 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Contract. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 22.2 The Vendor warrants to the Owner that products and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Vendor shall furnish evidence as to the kind and quality of products and equipment provided.
- 22.3 Unless otherwise provided, the Vendor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 22.4 The Vendor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the work. The Vendor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 22.5 The Vendor shall be responsible to the Owner for the acts and omissions of the Vendor's employees, Subvendors and their agents and employees, and other persons performing portions of the Work under contract with the Vendor.
- 22.6 The Vendor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract.
 - 22.6.1 At completion of the Work the Vendor shall remove from and about the Project all waste materials, rubbish, the Vendor's tools, construction equipment, machinery and surplus materials. The Vendor shall be responsible for returning all damaged areas to their original conditions.
- 22.7 To the fullest extent permitted by law, the Vendor shall indemnify and otherwise hold harmless the Owner, its agents and employees, and the Architect, his agents and employees, from any and all liability, suits, actions or claims, together with all costs, expenses or attorneys' fees, arising out of their performance of work or supplying materials and services in connection with this contract. This agreement to indemnify and hold harmless shall cover all suits, actions, claims or liabilities asserted against the Owner, its agents and employees, and the Architect, his agents and employees, to the extent caused in whole or part by negligent acts or omissions of the Vendor, a Subvendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to

negate or abridge other rights or obligations of indemnity which would
otherwise exist.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SUPPLEMENTARY GENERAL CONDITIONS

DOCUMENT 00 73 43

WAGE RATE REQUIREMENTS

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Prevailing wages are applicable to this project per the requirements noted in Delaware's Prevailing Wage Law, 29 Del.C.§6960 and Regulations for furnishing secured to the building and as noted in the attached letter from the Department of Labor, specifically the following items:
- B.
 - 1. LS-1 Single Faced Shelving
- C. A copy of the Prevailing Wages letter from the Delaware Department of Labor for the project is attached hereto.



STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
4425 NORTH MARKET STREET
WILMINGTON, DELAWARE 19802

TELEPHONE (302) 761-8200

Via Electronic and Regular Mail

November 18, 2020

Ms. Maureen Rozanski
Buck Simperts Architect + Associates, Inc.
954 Justison Street
Wilmington, DE 19801

Re: ASD21001-SLESFFE Silver Lake Elementary School - Furniture Delivery and
Installation, New Castle County, DE

Dear Ms. Rozanski:

I am responding to your request for a category determination for the ASD21001-SLESFFE Silver Lake Elementary School - Furniture Delivery and Installation, which is a state funded construction project located in New Castle County, DE. The work consists of Furniture Package - Delivery and Installation of New Furniture for Silver Lake Elementary School, 200 E. Cochran Street, Middletown, DE 19709. You estimate the total cost of construction for this project to be \$600,000.00.

Based upon the information you provided the Department of Labor has determined that this project is a Building Construction project.

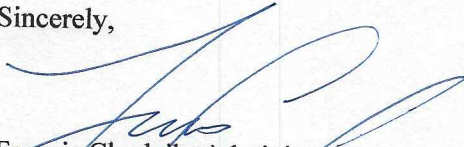
Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 13, 2020, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

This determination is directed solely to the parties identified herein. It is based on the unique facts relevant to this matter. It does not constitute precedent and should not be cited as such by future parties.

Lastly, please see the enclosed debarment list. Entities/individuals listed shall not be permitted to bid on, be awarded or work on Delaware State funded construction projects, in the timeframe specified, as provided for under 29 Del.C. §6960 or other applicable State statutes.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 761- 8174.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Francis Chudzik', written over a light blue horizontal line.

Francis Chudzik, Administrator
Delaware Department of Labor
francis.chudzik@delaware.gov

Enclosures

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8200

Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 13, 2020

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	24.35	29.99	43.65
BOILERMAKERS	72.91	36.99	54.38
BRICKLAYERS	57.94	57.94	57.94
CARPENTERS	56.46	56.46	44.83
CEMENT FINISHERS	76.91	53.57	23.61
ELECTRICAL LINE WORKERS	48.43	41.53	31.66
ELECTRICIANS	72.49	72.49	72.49
ELEVATOR CONSTRUCTORS	99.43	68.69	34.03
GLAZIERS	77.25	77.25	60.35
INSULATORS	59.68	59.68	59.68
IRON WORKERS	67.70	67.70	67.70
LABORERS	49.20	49.20	49.20
MILLWRIGHTS	76.83	76.83	61.93
PAINTERS	53.71	53.71	53.71
PILEDRIVERS	79.62	41.92	33.90
PLASTERERS	31.79	31.79	23.56
PLUMBERS/PIPEFITTERS/STEAMFITTERS	72.05	56.29	62.21
POWER EQUIPMENT OPERATORS	73.29	73.29	73.29
ROOFERS-COMPOSITION	25.58	25.24	23.05
ROOFERS-SHINGLE/SLATE/TILE	19.59	23.29	18.32
SHEET METAL WORKERS	75.03	75.03	75.03
SOFT FLOOR LAYERS	54.59	54.59	54.59
SPRINKLER FITTERS	61.83	61.83	61.83
TERRAZZO/MARBLE/TILE FNRS	66.75	66.75	66.75
TERRAZZO/MARBLE/TILE STRS	74.02	74.02	74.02
TRUCK DRIVERS	32.77	29.22	22.75

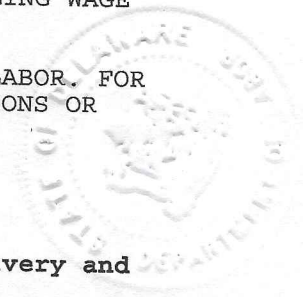
CERTIFIED: 11/18/2020

BY: [Signature]
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 761-8200

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.



PROJECT: ASD21001-SLESFFE Silver Lake Elementary School - Furniture Delivery and Installation, New Castle County

PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C. §108 & 10 Del.C. 542(c)</u>
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C. §108 & 10 Del.C. 542(c)</u>

Updated: January 22, 2019

SECTION 00 81 14

DRUG TESTING PROGRAMS

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending: _____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Number of employees who worked on the jobsite during the report period: _____

Number of employees subject to random testing during the report period: _____

Number of Negative Results _____ Number of Positive Results _____

Action taken on employee(s) in response to a failed or positive random test:

Date: _____

This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor's or Subcontractor's offices (or by other means to make the data available for inspection by the Owner).

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

Action taken on employee in response to a positive test result:

Authorized Representative of Contractor/Subcontractor: _____
(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

This form shall be sent by mail to the Owner within 24 hours of receipt of test results.

Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.

SECTION 00 95 00

GENERAL AND SPECIAL INSTRUCTIONS

1. CONTRACT REQUIREMENTS:

This contract will be issued to cover the **Furniture** requirements for School Furniture, as noted in this project manual dated **December 16, 2021**.

2. CONTRACT PERIOD:

Each vendor's contract shall be valid for a period from **award** through completion.

3. PRICES

Prices will remain firm for the term of the contract.

4. MANDATORY INSURANCE REQUIREMENTS

A. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with Appoquinimink School District. The certificate holder is as follows:

5. BASIS OF AWARD:

The Owner shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid.

The Owner reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to Appoquinimink School District.

6. HOLD HARMLESS:

The successful bidder agrees that it shall indemnify and hold Appoquinimink School District 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 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 the Agreement.

7. NON-PERFORMANCE:

In the event the vendor 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 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.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

9. DELIVERY/SCHEDULE:

For bidding purposes assume F.O.B. delivered to Schools.

The successful vendor(s) shall coordinate delivery with the Construction Manager/Architect or

Owner.

Vendor's representative must be present at time of delivery to coordinate installation and supervision of installation team.

Deliveries and installation shall be made per schedule in Section 00 21 13 Instructions to Bidders. In the event that there are unforeseen circumstances which delay construction, the furniture vendor(s) will be made aware of changes to installation schedule.

10. ALTERNATE BIDS AND SUBSTITUTIONS:

All alternate bids/substitutions must be accompanied with the following information for each item in order to be considered for award.

1. Completed bid forms
2. Written list, stating deviations from specified product.
3. Product literature and manufacturers specifications.
4. Applicable color and finish charts or samples.
5. Warranty Information.

All vendors should also be prepared to provide a product sample of the exact substitution item bid for evaluation purposes within 48 hours of a request to provide this information. Failure of a vendor to meet any of these terms will result in an automatic rejection of the vendor's bid for items that do not comply with these requirements.

Appoquinimink School District and the Architect reserve sole discretion on the final selections based on any and all criteria and any or all General Conditions, Special Instructions or Supplementary Conditions.

11. QUANTITIES:

Quantities listed in this Specification are the anticipated needs for this contract. Except where budget constraints would prohibit ordering those quantities, the quantities stated are, to the best of Appoquinimink School District's knowledge, the minimum amounts. The right to increase or decrease quantities is reserved and the unit price quoted on the bid form shall remain as quoted for the contract period.

12. INSTALLATION:

The successful vendor(s) shall be responsible for complete delivery, installation of all components of furniture, installation and attachment of wall hung units, hanging file accessories, disposal of all packing materials, assembly and set-up of all items awarded. In the event that there are incidental parts and pieces or attic stock that is unused at the time of installation, these pieces must be clearly marked and placed in storage on the site as directed by Construction Manager and/or Owner.

13. LEAD TIMES:

The Dealer shall furnish a schedule with copies of acknowledgements of placed orders to BSA+A which indicates projected delivery dates for each item. This schedule will be updated as the Project progresses and more detailed information becomes available. BSA+A shall be notified of exact installation dates. Schedule is to be submitted within 30 days after receipt of P.O.

NOTE: In the event that due to circumstances, furniture delivery is not achieved in time, Vendor(s) shall provide acceptable loaner furniture to the School for the smooth operation of school program, until furniture arrives. This would be provided at no expense to the Owner.

14. MULTIPLE BIDS:
Only one bid may be submitted for each item. Bids will be rejected where there are multiple offers.
15. CUSTOMERS OWN MATERIAL (COM):
Bidders will be responsible for ordering the fabric, COM per the specifications where applicable and having it shipped to the manufacturer. Bidder is responsible to verify COM materials are approved on the item. Any cost associated with COM testing is the responsibility of the vendor.
16. EXISTING CONDITIONS: Protect existing work throughout the period of furniture installation. The Dealer shall be responsible for any loss or damage to the premises or property of others due to operations under this Contract. Protection includes flooring, wall and elevator protection.
17. CLEANING: Dealer to thoroughly clean and polish new furniture items at the completion of installation.
18. TRASH REMOVAL: The Dealer shall arrange for removal of all rubbish and waste as required, throughout the course of the work, accumulated on site from work by his own employees and subcontractors.
19. PUNCH LIST:
Vendor(s) shall complete punch list items in a timely manner. Final payment will not be issued until punch list items are complete to Owner's satisfaction

END OF GENERAL AND SPECIAL INSTRUCTIONS

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Refer to provisions in AIA Document A251-2007, GENERAL CONDITIONS OF THE CONTRACT for Furniture, Furnishings and Equipment for requirements in addition to those specified in Division 1 for work related to affixing items directly to the structure of the building.

1.02 REQUIREMENTS INCLUDED

- A. Process and implement Change Orders in accordance with schedule and procedures established in the contract documents.
- B. Designate in writing the member(s) of the Vendor's organization who:
 - 1. Is authorized to accept changes in the work.
 - 2. Is responsible for informing others in the Vendor's employ of the authorizing of changes in the work.
- C. The Owner will designate in writing his representative who is authorized to execute Change Orders.

1.03 RELATED REQUIREMENTS

- A. Section 00 73 00: Supplementary Conditions
- B. Section 01 29 00: Payment Procedures

1.04 PRELIMINARY PROCEDURES

- A. Owner or Architect may initiate changes by submitting a Contract Modification Request to Contractor. Request will include:
 - 1. Detailed description of the change, products, and location of the change in the project.
 - 2. Supplementary or revised drawings and specifications.
 - 3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
 - 4. A specific period of time during which the requested price will be considered valid.
 - 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
- B. Vendor may initiate changes by requesting the Architect to issue a Contract Modification Request. The Vendor's request shall contain:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason for making the changes.
 - 3. Statement of the effect on the Contract Sum and the Contract Time.
 - 4. Statement of the effect on the work of separate Vendors.

5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.
 - C. Format for Contract Modification Requests shall be as issued by the Architect.
- 1.05 CHANGE ORDER AUTHORIZATION
- A. When the information in the Contract Modification Request is complete, it will be submitted to the Architect for review and forwarded to the Owner.
 - B. If the change is agreed to by the Owner, the Architect will prepare a Change Order and forward it to the Vendor for signature. The Vendor will then return it to the Architect, who will obtain authorization from the Owner. Once this authorization is received, the contract sum may be adjusted by entering the Change Order on the forms required in Section 01 29 00, Payment Procedures.
- 1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS
- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Architect and Owner to evaluate the quotation.
 - B. On request provide additional data to support time and cost computations:
 1. Labor required.
 2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance and bonds.
 5. Credit for work deleted from contract, similarly documented.
 6. Overhead and profit.
 7. Justification for any change in Contract Time.
 - C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:
 1. Name of the Owner's authorized agent who ordered the work, and date of the order.
 2. Dates and times work was performed, and by whom.
 3. Time record, summary of hours worked, and hourly rates paid.
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.
 - D. Refer to General Conditions of the Contract for other requirements.

END OF CONTRACT MODIFICATION PROCEDURES

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. Refer to provisions in AIA Document A251-2007, GENERAL CONDITIONS OF THE CONTRACT, for requirements in addition to those specified in Division 1 for work related to affixing items directly to the structure of the building.

1.02 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to Architect in accordance with the schedule and procedures established in the Contract Documents.

1.03 RELATED REQUIREMENTS

- A. Owner-Contractor Agreement.
- B. Conditions of the Contract: Article 8, PAYMENT.
- C. Section 01 30 00: Administrative Requirements
- D. Section 01 70 00: Execution and Closeout Requirements

1.04 FORMAT AND DATA REQUIRED

- A. Submit itemized applications typed on AIA Document G702, Application and Certificate for Payment, and Continuation Sheet G703.
- B. Provide itemized data on Continuation Sheet:
 - 1. Format, schedules, line items and values: Duplicates of those of the schedule of values previously accepted by the Architect.

1.05 PREPARATION OF APPLICATIONS FOR PROGRESS PAYMENTS

- A. Form: AIA Document G702:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on Continuation Sheets.
- B. Continuation Sheets:
 - 1. Line items of components of Work will be subject to Owner's review and approval under the Provisions of Section 01 30 00 ADMINISTRATIVE REQUIREMENTS, and the General Conditions. Continuation Sheets shall follow Schedule of Values submitted at start of job.
 - 2. Fill in total list of all scheduled components of Work, with item number and scheduled dollar value for each item. Fill in values of work completed in period.
 - 3. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored; round off values to nearest dollar.

4. List each Change Order executed prior to date of submission, at the end of the Continuation Sheets; list by Change Order Number, and description, as for an original component item of work.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified in progress payments.

1.07 SUBMITTAL PROCEDURES

- A. Application:
 1. Submit completed Invoice to Architect by the date stipulated in the Project Manual.
- B. Number: Submit (3) copies of each Invoice.

END OF PAYMENT PROCEDURES

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 ITEMS TO BE SUBMITTED AT START OF JOB

- A. Policies or Certificates of Insurance: Two (2) copies within 15 days after the signing of the Agreement. See General Conditions Article 13 and Supplementary Conditions.
- B. Vendor's Progress Schedule: Where applicable, two (2) copies for review and reference within 21 days after the Agreement is signed. See General Conditions Article 3.8.

1.02 RELATED REQUIREMENTS

- A. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.

1.03 SHOP DRAWINGS (where required for layout coordination)

- A. Conform to provisions in General Conditions applying to Shop Drawings, where layout is critical for fixed furniture.
- B. Present in a clear and thorough manner.
 - 1. Identify details by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.
 - 2. Maximum sheet size: 30" x 42".

1.04 PRODUCT DATA

- A. Conform to provisions in General Conditions applying to Product Data.
- B. Preparation:
 - 1. Clearly mark each copy to specifically identify pertinent products or models.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls.
- C. Manufacturer's standard schematic drawings and diagrams:
 - 1. Modify drawings and diagrams to delete information which is not applicable to the Work.
 - 2. Supplement standard information to provide information specifically applicable to the Work.

1.05 SAMPLES

- A. Conform to provisions in General Conditions applying to Samples.
- B. Provide samples of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.

- C. Field samples and mock-ups: See requirements, if any, in other Specification Sections.

1.06 SUBMITTAL REQUIREMENTS

- A. File format for electronic submittals shall be Adobe .PDF, unless otherwise agreed upon. Coordinate electronic submittal distribution protocol at pre-construction meeting.
- B. Make submittals promptly and in such sequence as to cause no delay in the Work or in the work of any other Vendor.
- C. Number of submittals as required:
 - 1. Product Data: Submit 1 electronic copy or two paper copies. One will be retained by the Architect. One will be reviewed, marked and stamped by the Architect and returned to the Vendor. Any additional copies required by the Vendor shall be made by him from the stamped copy.
 - 2. Samples: Submit one each, if requested. When approved it will be returned to the Vendor to be retained at the site for reference use.
- D. Submittals shall contain:
 - 1. The date of submission and the dates of any previous submissions.
 - 2. The Project title and number. & Contract identification
 - 3. The names of:
 - a. Vendor
 - b. Supplier
 - c. Manufacturer
 - 4. Identification of the product, with the specification section number.
 - 5. Field dimensions clearly identified as such.
 - 6. Relation to adjacent or critical features of the Work of materials.
 - 7. Applicable standards, such as ASTM or Federal Specification numbers.
 - 8. Identification of deviations from Contract Documents.
 - 9. Identification of revisions on resubmittals.
 - 10. An 8 inch x 3 inch blank space for Vendor and Architect stamps.
 - 11. Vendor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents. Submittals which have not been stamped with this stamp, or its approved equivalent, will be returned without being reviewed.

1.07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Architect and resubmit until approved.
- B. Shop Drawings and Product Data:
 - 1. Revise initial drawings or data and resubmit as specified for the initial submittal.
 - 2. Indicate any changes which have been made other than those requested by the Architect.
- C. Samples: Submit new samples as required for initial submittal.

1.08 FINAL DISTRIBUTION OF APPROVED SUBMITTALS

- A. Provide and distribute reproductions of Shop Drawings and copies of Product Data which carry the Architect stamp of approval to:

1. Job site file
 2. Record Documents file
 3. Other affected Vendors
 4. Subvendors
 5. Supplier or Fabricator
- B. Distribute samples which carry the Architect stamp of approval as specified.
- 1.09 SCHEDULE OF VALUES
- A. Use AIA Document G703, Continuation Sheet to G702.

END OF SECTION ADMINISTRATIVE REQUIREMENTS

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. All material and equipment incorporated into the Work shall:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the Architect.
- B. Manufactured and Fabricated Products shall conform to the following requirements:
 - 1. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be identical, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- C. Do not use material or equipment for any purpose other than that for which it is designated or is specified.
- D. Materials removed from existing structures shall not be re-used in the completed work unless specifically indicated or specified.
- E. For material and equipment specifically indicated or specified to be re-used in the Work:
 - 1. Use special care on removal, handling, storage and reinstallation, to assure proper function in the completed Work.
 - 2. Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation. Pay all costs for such work.

1.02 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Architect.
 - 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Architect for further instructions.
 - 2. Do not proceed with work without clear instructions.

- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.03 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.
- B. Provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

1.04 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store Products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B. Exterior Storage.
 - 1. Store fabricated Products above the ground, on blocking or skids, prevent soiling or staining. Cover Products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
 - 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.
 - 1. Store flammable materials so as to prevent contact with flames and fire. Conform with manufacturer's recommendations and local laws.
- D. Protection After Installation:
 - 1. Provide substantial coverings as necessary to protect installed Products from damage from traffic and subsequent construction operations. Remove when no longer needed.

1.05 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. Vendor's Options.
 - 1. For Products specified by naming several Products or manufacturers, select any one of the Products or manufacturers named which complies with the specifications.
 - 2. For Products specified by naming one or more Products or manufacturers and "or equal", Bidders must, during the bidding period, submit a request for substitutions for any Product or manufacturer not specifically named. See provisions in Paragraph 1.05B.

- B. Substitutions.
1. Until a date no later than seven (7) days before the date Bids are due, Architect will consider written requests from bidders for substitution of Products. Architect will review requests and will notify Bidders in an Addendum if the requested substitution is acceptable.
 2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. Architect shall be the judge of the acceptability of the proposed substitution.
 4. A request for a substitution constitutes a representation that Bidder:
 - a. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
 - b. Will provide the same warranties or bonds for the substitution as for the Product specified.
 - c. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 - d. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF PRODUCT REQUIREMENTS

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

1.01 RECORD DOCUMENTS

- A. Refer to provisions in GENERAL CONDITIONS, Paragraph 3.91.

1.02 CLEANING UP

- A. Refer to provisions in GENERAL CONDITIONS.

1.03 BREAKAGE AND REPAIR

- A. Any new or existing work damaged during and due to construction operations shall be repaired or replaced in a satisfactory manner by the Vendor causing such damage.

1.04 WARRANTIES AND GUARANTEES

- A. Refer to Paragraph 7.1 in the GENERAL CONDITIONS, AIA A251-2007 for the general warranty applying to this project.

1.05 CORRECTION OF WORK

- A. Refer to Paragraph 6.5 in the GENERAL CONDITIONS, AIA A251-2007.

1.06 OPERATION & MAINTENANCE INSTRUCTIONS & MANUAL

- A. Before final payment, the Vendor shall collect, neatly assemble, and turn over to the Owner, manufacturer's operating and service instruction books, cards, manuals, diagrams, etc., for each piece of equipment furnished under this contract and for other items requiring maintenance. File format for electronic documents shall be Adobe .PDF complete with a Table of Contents.
- B. Refer to other Sections of the Specifications for specific requirements, including any requirements for instructional periods for Owner's personnel.

1.07 DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT

- A. Prior to submission of an invoice for final payment, and before the issuance of a final certificate for payment in accordance with the provisions of the General Conditions, the Vendor shall file the following papers with the Architect:
 - 1. Warranties: See paragraph in this section. Submit only special warranties and guarantees. General warranty as described in Paragraph 3.5 of the GENERAL CONDITIONS applies to the project without reiteration in a separate document.
 - 2. Operation and Maintenance Manuals: See paragraph in this section.
 - 3. Project Record Documents: See paragraph in this section.

END OF EXECUTION AND CLOSEOUT REQUIREMENTS

SECTION 12 00 00

FURNITURE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provision and set-up/installation of furniture/accessories and equipment listed at the end of this section, complete with wiring and/or fixtures, where applicable.

1.02 SUBMITTALS

- A. General: Submit the following:
 - 1. Product data for each item specified.
 - 2. Samples for color selection (manufacturer's standard color board with actual material samples attached), including wood finishes.
 - 3. Samples for finish selection.
 - 4. Product test reports from and based on tests performed by qualified independent testing laboratory acceptable to authorities having jurisdiction, evidencing that, where applicable, items/finishes comply with requirements specified for fire performance characteristics and sound absorption performance.
 - 5. Details of standard warranties provided by manufacturer/installer.
 - 6. Maintenance instructions: Provide 1 copy each to Owner and Architect/Interior Designer. Before final payment, the Contractor shall collect, neatly assemble, and turn over to the Owner, manufacturer's operating and service instruction books, cards, manuals, diagrams, etc., for each type of item furnished under this contract and for items requiring maintenance. Material shall be collected into a loose-leaf manual format complete with a Table of Contents.
 - a. Include instruction for ordering of additional components, accessories and spare parts and maintenance items.

1.03 QUALITY ASSURANCE

- A. Fire Performance Characteristics: Provide material with surface-burning characteristics as indicated below, as determined by testing assembled materials composed of facings and backings identical to those required in this Section, per ASTM E 84, by a testing organization acceptable to authorities having jurisdiction.
 - 1. Flame spread: 25 or less.
 - 2. Smoke Developed: 450 or less.

1.04 DELIVERY, STORAGE, HANDLING AND INSTALLATION

- A. Project items per manufacturer instructions in shipment, storage, and handling. Deliver to and install at location shown on drawings, unless otherwise instructed by Architect or Owner. Ensure that conditions at delivery location are suitable.

1.05 PROJECT CONDITIONS

- A. Do not begin installation until spaces to receive items have been enclosed and maintained at approximately the same humidity and temperature conditions as planned for occupancy. Where applicable, maintain temperature and humidity as recommended by manufacturer.

1.06 OWNER'S INSTRUCTIONS

- A. Supply personnel and time to adequately instruct Owner in operation of each furniture or equipment item that requires assembly and disassembly, routine maintenance, or programming or software interface by the user.
- B. Provide to the Owner any special tools necessary for operation and routine maintenance of equipment or furniture items.
- C. Refer to Section 017000 Execution and Closeout Requirements for requirements for Operation and Maintenance Instructions and Manuals.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. As listed in attached specification sheets.
- B. Specified items are listed as a standard of quality, construction and design.
 - 1. Substitutions: Equivalent products by other manufacturers will be considered under per Section 016000 Project Requirements. Follow submittal instructions in Section 002113 Instructions to Bidders.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. As recommended by manufacturer.
- B. Install at locations shown on drawings, unless otherwise instructed by Architect or Owner.
- C. Remove and replace items which are damaged and are unacceptable to Owner.

3.02 CLEANING

- A. Clean items per manufacturer recommendations.
- B. Remove surplus materials, rubbish, and debris resulting from installation upon completion of work, and leave areas of installation in neat, clean condition.

3.03 FURNITURE SPECIFICATIONS

- A. Provide furniture, furnishings, and equipment as specified in the sheets appended to this section.

END OF FURNITURE

ITEM #: A-01

ITEM: Drying Rack

BASIS OF DESIGN: Gran Adell or Approved Equal

STYLE: Mark VI Drying Rack

MODEL #: MR2232-50

DIMENSIONS: 67" H with trays down; 79" H. with tray in up position

COLOR: Standard



DESCRIPTION: Mark VI drying rack with 50 non-warping trays with patented, non-locking rubber feet. Rack is supported by reinforced steel framework and polyolefin casters. Trays are 22" x 32". Trays rest horizontal when down, spaced 1-1/8" apart. Assembly required.

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Art 412	2		
		TOTAL	2

ITEM #: A-02

ITEM: Ceramic Drying Cabinet

BASIS OF DESIGN: Diversified Woodcrafts or Approved Equal

STYLE: Drying Cabinet

MODEL #: 9200

DIMENSIONS: 36" W. x 18" D. x 84" H

COLOR: Dark brown with antique gold doors



DESCRIPTION: Constructed of 13 gauge angled steel welded to 3/4", 16 gauge expanded steel. Designed for drying and storing greenware and clay pieces. Diversified Woodcrafts Inc. is SEFA compliant and MAS Certified Green. Four shelves are constructed with 1/8" perforated hardboard supported by fixed welded brackets. Limited Lifetime Warranty. Made in the U.S.A.

A-03(2)

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Kiln 414	1		
		TOTAL	1

ITEM #: A-03

ITEM: Tote Trays

BASIS OF DESIGN: Diversified Wood or Approved Equal

STYLE: All Purpose Tote Tray

MODEL #: 15-0084

DIMENSIONS: 9"x 19 x 4-3/8" H.

COLOR: Standard



DESCRIPTION: Fiberglass tote tray. SEFA compliant and MAS Certified Green. Limited lifetime warranty

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Art 412	40		
		TOTAL	40

ITEM #: CH-02

ITEM: Task Chair (Hard Floor Casters)

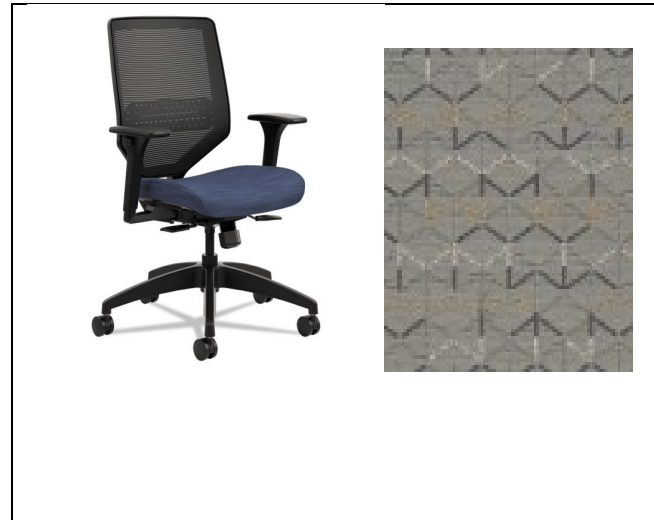
BASIS OF DESIGN: Hon or approved equal

STYLE: Solve

MODEL #: HSLVTMM.YO.A.S.IM._____.NL.SB.T

DIMENSIONS: Seat - 19 1/4" Deep x 19" Wide, Back – 18 1/4." Wide x 22 3/4" High

FRAME COLOR: Black
MESH COLOR: Black
FABRIC: Designtex Collier-Iron



DESCRIPTION: Mid-back Task, ilira-Stretch Back, Pneumatic, Swivel, Synchro-tilt, Tilt Tension, Tilt Lock. Soft Casters. Breathable mesh that provides multidirectional lumbar support and leverages the user’s weight for a softer, more relaxed fit. Height and Width Adjustable arms. Warranted for users up to 300 lbs. Made in the USA. Meets or exceeds ANSI/BIFMA and ISTA performance standards. Certified SCS Indoor Advantage™ Complies to the BIFMA e3 Sustainability Standard. HONLifetime Warranty It is the responsibility of the vendor to verify C.O.M. is approved on seating

LOCATION	QTY.	LOCATION	QTY.
----------	------	----------	------

Office 118	1	Classroom 310	1
Maintenance Office 121A	2	Classroom 322	1
Tech Stem 134	1	Classroom 324	1
Tech Stem 135	1	Classroom 327	1
Classroom 219	1	Classroom 328	1
Classroom 220	1	Classroom 330	1
Classroom 221	1	Classroom 336	1
Classroom 223	1	SGI 331	1
Classroom 224	1	SGI 335	1
Classroom 206	1	Spanish Rel. Arts 317	1
Classroom 207	1	Resource Room 217	1
Classroom 215	1	Resource Room 307	1
Classroom 216	1	Resource Room 325	1
Classroom 404	1	Resource Room 402	1
Classroom 405	1	Sensory 315	1
Classroom 426	1	ESL 316	1
Classroom 427	1	OT/PT 411	1
Classroom 428	1	Office 618	1
Art 412	1	Nurse Office 615	1
Classroom 304	1	Attic Stock	5
Classroom 305	1		
Classroom 308	1		
Ensemble 103	1		
Music 109	1		
Classroom 222	1		
Resource 208	1	TOTAL	51

ITEM #: CH-04

ITEM: Guest Chair

BASIS OF DESIGN: Hon or approved equal

STYLE: Ignition

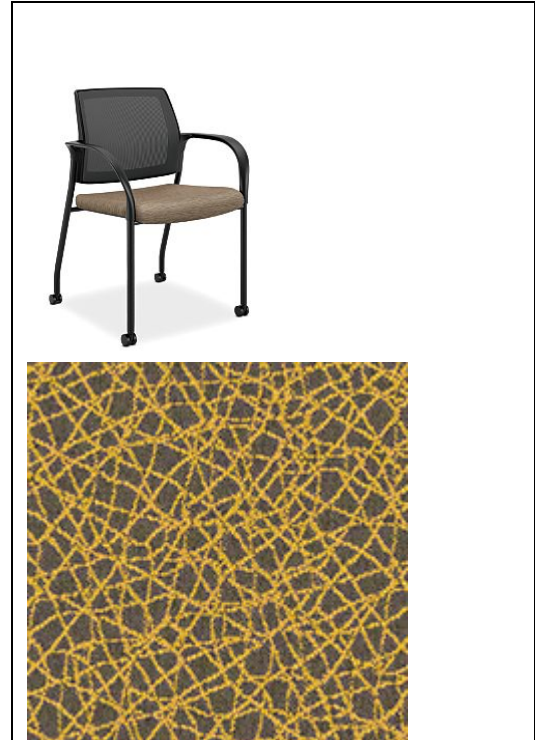
MODEL #: HIGS6.F.H.IM.____.T

DIMENSIONS: 21.75”D X 25”W X 33.5” H

FRAME COLOR: Black

FABRIC: Stinson Kinetic 64429 Kinetic

MESH: Black



DESCRIPTION: Ignition Guest Chair with Upholstered Seat and Mesh Back, 4-Leg w/ hard casters. Stacks 4-High on Floor. Warranted for users up to 300 lbs. Made in the USA. Meets or exceeds ANSI/BIFMA and ISTA performance standards. Certified SCS Indoor Advantage™ Complies to the BIFMA e3 Sustainability Standard. HON Lifetime Warranty.

It is the responsibility of the vendor to verify C.O.M. is approved on seating

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Principal 602	6	Office 417	2
Conference room 603	6	Office 410	4
Finance 606	2		
Work Room 607	4		
Office 615	2		
Assist. Principal 302	4		
Office 419	6		
Guidance Office 420	10		
Psych. 421	2		
Family Crisis 422	6		
		TOTAL	54

ITEM #: CH-05

ITEM: Guest Chair (HS)

BASIS OF DESIGN: Hon or approved equal

STYLE: Ignition

MODEL #: HIGS6.F.E.IM.____.T

DIMENSIONS: 21.75”D X 25”W X 33.5” H

FRAME COLOR: Black

FABRIC: C.O.M.; Stinson Marquetry 64383 Zest

MESH: Black



DESCRIPTION: DESCRIPTION: Ignition Guest Chair with Upholstered Seat and Mesh Bac. Warranted for users up to 300 lbs. Made in the USA. Meets or exceeds ANSI/BIFMA and ISTA performance standards. Certified SCS Indoor Advantage™ Complies to the BIFMA e3 Sustainability Standard. HON Lifetime Warranty

COMMENTS: It is the responsibility of the vendor to verify C.O.M. is approved on seating

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Open Office 604	6		
Corridor 416	4		
		TOTAL	10

ITEM #: CH-07

ITEM: Stack Chair with Casters

BASIS OF DESIGN: Media Technologies or Approved Equal

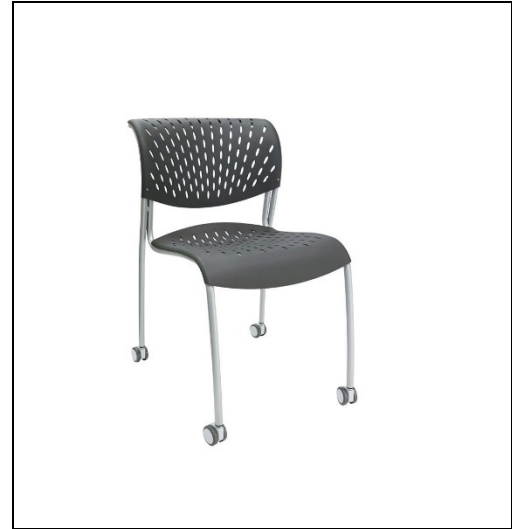
STYLE: Hannah Chair with Casters

MODEL #: HAN005

DIMENSIONS: Width 18 Depth 18 Height 29.5 Seat width 16.6 Seat depth 16.5 Seat height 18 Back width 18 Back height 13 Arm width 17.5 Arm height 26.25

FRAME COLOR: Silver 809

SHELL: TBD



DESCRIPTION: Hannah chair with casters with thermoplastic seat and back and powder coated frame. Meets or exceeds ANSI/BIFMA standards.

COMMENTS:

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center 132	30	Faculty 326	8
Library Office 133	4	Faculty 401	8
Faculty 209	8		
Faculty 218	8		
Faculty 306	8		
		TOTAL	74

ITEM #: CH-08

ITEM: Stool

BASIS OF DESIGN: Media Technologies or Approved Equal

STYLE: Hannah Stool

MODEL #: HAN008

DIMENSIONS: Width 18 Depth 18 Height 35.5 Seat width 16.6 Seat depth 16.5 Seat height 24” Back width 18 Back height 13

FRAME COLOR: Silver 809

SHELL: TBD



DESCRIPTION: Hannah Stool with thermoplastic seat and back. Powder coated Frame. Meets or exceeds ASI/BIFMA standards

COMMENTS:

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Tech/Stem 134	4		
		TOTAL	4

ITEM #: CH-09

ITEM: Polypropylene Chair W/ Caster and Bookrack

BASIS OF DESIGN: KI or Approved Equal

STYLE: Ruckus

MODEL #: RKV100H18BR-NFR-BRND-CH-BRCH-CHC**

DIMENSIONS: 28" W x 22.8"D x 29.5H
18" Seat Height

POLY COLOR: TBD

FRAME COLOR: Chrome

WIRE RACK COLOR: Chrome



DESCRIPTION: Both the seat and backrest shell shall be made of static-free high-impact 7% fiberglass reinforced polypropylene. Colorfastness is ensured through complete color impregnation throughout the molded part. Ergonomic handle molded into the chair backrest for ease of mobility. Seat and backrest fasten to the frame with six 1/4-20 x 3/4" Hi-Lo screws. Frames are constructed with 1" outside diameter 13-gauge steel tubing, welded to 13-gauge steel plates and 1/4" wire. Frame shall be nickel-chrome plated or finished in powder coat paint after all welding processes are complete. Chair Bookbag rack is a welded framework of 1/4" diameter solid wire welded to eight 1/8" thick plates. Fastened to stackable chair frame with eight #10 screws. Bookbag rack will be nickel-chrome plated or finished in powder coat paint after welding. **Hard Floor Casters - 50mm double wheels of soft plastic. High-impact plastic frame. Black finish only.

COMMENTS: **Custom Hard Floor Pressure Locking Casters (lock when user is seated)

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Tech Stem 134	16		
		TOTAL	16

ITEM #: CH-10

ITEM: Lounge Chair

BASIS OF DESIGN: SitOnIt or Approved Equal

STYLE: NanoDiamond

MODEL #: NNO.FS14.

DIMENSIONS: 25" X 37.5"

SEAT FABRIC: DesignTex Leap 3600-901 Color: Pebble

BASE FABRIC: SitOnIt Optima Obsidian



DESCRIPTION: Frame is comprised of a rugged hardwood plywood construction. SITONIT creates the frame using high strength glue and interlocking wood joints for durable performance. Extra strength monofilament webbing suspension platform features high-resilient and high-density foam to create comfort and rebound in a low-profile cushion. Field-replaceable parts. 800 lbs. per seat weight capacity. 12-Year Warranty. BIFMA Level 1 Certified.

COMMENTS: Fixed Glides – Dual upholstery

It is the responsibility of the vendor to verify C.O.M. is approved on seating

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Commons 204	6	Commons 403	6
Commons 213	6	Media Center 132	2
Commons 309	6		
Commons 323	6		
		TOTAL	32

ITEM #: CH-11

ITEM: Lounge Chair

BASIS OF DESIGN: SitOnIt or Approved Equal

STYLE: Nano Trapezoid

MODEL #: NNO.FS15.

DIMENSIONS: 25" X 52"

SEAT FABRIC: Designtex Leap color Pebble

BASE FABRIC: Sitonit Optima Obsidian



DESCRIPTION: Frame is comprised of a rugged hardwood plywood construction. SITONIT creates the frame using high strength glue and interlocking wood joints for durable performance. Extra strength monofilament webbing suspension platform features high-resilient and high-density foam to create comfort and rebound in a low-profile cushion. Field-replaceable parts. 400 lbs. per seat weight capacity. 12-Year Warranty. BIFMA Level 1 Certified.

COMMENTS: Fixed Glides – Dual upholstery.
It is the responsibility of the vendor to verify C.O.M. is approved on seating

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center 132	8		
		TOTAL	8

ITEM #: CH-12

ITEM: Lounge Chair

BASIS OF DESIGN: SitOnIt or Approved Equal

STYLE: Nano Boomerang

MODEL #: NNO.FS16.

DIMENSIONS: 25" X 52"

SEAT FABRIC: Designtex Leap color Pebble

BASE FABRIC: Sitonit Optima Obsidian



Seat Fabric as Noted

DESCRIPTION: Frame is comprised of a rugged hardwood plywood construction. SITONIT creates the frame using high strength glue and interlocking wood joints for durable performance. Extra strength monofilament webbing suspension platform features high-resilient and high-density foam to create comfort and rebound in a low-profile cushion. Field-replaceable parts. 400 lbs. per seat weight capacity. 12-Year Warranty. BIFMA Level 1 Certified.

COMMENTS: Fixed Glides – Dual upholstery

It is the responsibility of the vendor to verify C.O.M. is approved on seating

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center 132	1		
		TOTAL	1

ITEM #: CH-13

ITEM: Lounge Chair

BASIS OF DESIGN: SitOnIt or Approved Equal

STYLE: Nano Triangle

MODEL #: NNO.FS13.TM3

DIMENSIONS: 23" X 21"

SEAT LAMINATE: Linen

BASE FABRIC: Sitonit Optima Obsidian



DESCRIPTION: Frame is comprised of a rugged hardwood plywood construction. SITONIT creates the frame using high strength glue and interlocking wood joints for durable performance. Extra strength monofilament webbing suspension platform features high-resilient and high-density foam to create comfort and rebound in a low-profile cushion. Field-replaceable parts. 400 lbs. per seat weight capacity. 12-Year Warranty. BIFMA Level 1 Certified.

COMMENTS: Fixed Glides

It is the responsibility of the vendor to verify C.O.M. is approved on seating

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Commons 204	4	Media Center 132	3
Commons 213	4		
Commons 309	4		
Commons 323	4		
Commons 403	4		
		TOTAL	23

ITEM #: CH-14

ITEM: Mini Round Ottoman

BASIS OF DESIGN: SitOnIt or Approved Equal

STYLE: Pasea Ottoman

MODEL #: PAS.FS1.OS1

DIMENSIONS: 24" D. x 24" W. x 17.5" H.

SEAT FABRIC: SitOnIt Optima Obsidian

BASE FABRIC: Sitonit Optima Obsidian



DESCRIPTION: SitOnIt Pasea Mini ottoman. Dual Fabric/multiple upholstery. Slate Base with Fixed glides. 400 lb. per seat weight capacity. 12 year warranty.

COMMENTS: It is the responsibility of the vendor to verify C.O.M. is approved on seating

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Commons 204	2	Commons 403	2
Commons 213	2	Media Center 132	1
Commons 309	2		
Commons 323	2		
		TOTAL	11

ITEM #: FP-01

ITEM: Four Drawer Fire Proof File Cabinet

STYLE: Lateral File Storage

BASIS OF DESIGN: FireKing or Approved Equal

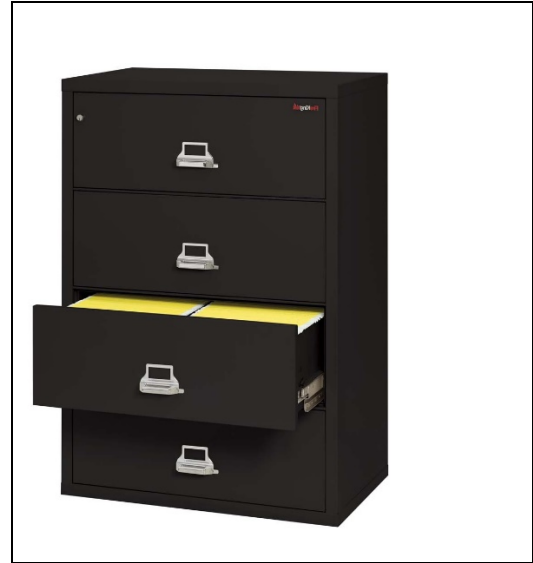
MODEL #: 4-3822-C

DIMENSIONS: External Dimensions: H=52-3/4" W=37-1/2" D=22-1/8"

Internal Drawer Dimensions: H=10-3/4" W=31-15/16" D= 15-18"

Overall Depth with drawer extended: 43-1/4"

FINISH COLOR: TBD



DESCRIPTION: Four drawer lateral File. Fireproof insulation is 100% gypsum, reinforced , reinforced by a 1” by 2” lattice made of 14-gauge galvanized welded steel wire, providing complete peace of mind from fire, impact, or explosion. Electrostatic powder coating applied to all sides, including bottom. Drawer body built with high sides for use with hanging folders. Each file includes 1 follower block per drawer. Drawer locks are UL®-listed Medeco high-security key locks. Insulation between all drawers. Water resistant, files are designed to prevent water damage resulting from sprinklers and fire hoses. 2-position drawer catch allows access to certain drawers while others remain locked. Drawer heads are formed of welded steel and filled with fireproof insulation, and are field replaceable. UNDERWRITERS LABORATORIES® (UL) FIRE + IMPACT RATING on all file cabinets.

COMMENTS: Files in same room to be Keyed Alike

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Open Office 604	3		
		TOTAL	3

ITEM #: ML-01

ITEM: Mobile Lectern

BASIS OF DESIGN: Smith System

STYLE: UXL Sit + Stand lectern

MODEL #: 265536

DIMENSIONS: 21" x 30" x 30"-45" Oblong Top

Laminate: Pewter Mesh

Edge: Platinum

Frame: Charcoal Gray

DESCRIPTION: The UXL Sit Stand Teacher Lectern features a unique adjustable column that floats from 30 inches to 45 inches with the press of a lever. The semi-transparent privacy screen can be flipped up or down, with screws, to the teacher's preference of modesty panel (for sitting) or desktop privacy screen. The lectern features a 10"x 14"x 3" depth basket for laptop or tablet storage. The 3/4" thick worksurface consists of a 45 lb density particle board core with a 0.030" high pressure laminated surface and a 0.020" melamine backer sheet. The edge of the tabletop features 4mm t-mold, which is then fastened to the underside of the work surface every 6 to 8 inches to assure a long lasting fit. The Sit + Stand lectern unit has an adjustable column, that is gas assisted to lift from 30" to 45" in height. Adjustability is controlled with the hand operated unit mounted on the right side of the desk. The unit rolls smoothly on 3" dual-wheel casters, which each have a locking mechanism.



LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Tech Stem 134	1	Classroom 310	1
Tech Stem 135	1	Classroom 322	1
Classroom 219	1	Classroom 324	1
Classroom 220	1	Classroom 327	1
Classroom 221	1	Classroom 328	1
Classroom 223	1	Classroom 330	1
Classroom 224	1	Classroom 336	1
Classroom 206	1	SGI 331	1
Classroom 207	1	SGI 335	1
Classroom 215	1	Spanish Rel. Arts 317	1
Classroom 216	1	Media Center 132	1
Classroom 404	1	Commons 204	1
Classroom 405	1	Commons 213	1
Classroom 426	1	Commons 309	1
Classroom 427	1	Commons 323	1
Classroom 428	1	Commons 403	1
Art 412	1	ESL316	1
Classroom 304	1	Classroom 222	1
Classroom 305	1		
Classroom 308	1		
		TOTAL	38

ITEM #: N-01

ITEM: Nurse Recovery Couch

STYLE: Varsity Recovery Couch

BASIS OF DESIGN: School Health or Approved Equal

MODEL #: 24533

DIMENSIONS: 72” L. x 27” W. x 20” H.

FRAME COLOR: Standard

VINYL: Standard TBD



DESCRIPTION: Recovery couch is vinyl upholstered with chrome legs and built-in headrest. Frame shall be hardwood, dual-frame construction with separate base-headrest frames. Inner spring construction shall resist sagging. Includes built-in compartment for paper roll dispenser, exam paper, and band cutter

COMMENTS:

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Cot 611	2		
		TOTAL	2

ITEM #: N-02

ITEM: Medical Storage Cart

STYLE: Five Drawer Cart with key lock

BASIS OF DESIGN: School Health or Approved Equal

MODEL #: 24547

DIMENSIONS: 34"H x 18"D x 18-1/2"W

COLOR: Taupe (TP)



DESCRIPTION: 5 drawer cart with Three 3" drawers, One 6" drawer, One 9" drawer. Includes plastic top. 3" casters. Full extension drawers with ball bearing slides. Double wall construction. Durable powder-coating. Key lock.

COMMENTS:

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Cot 611	2		
Exam 616	1		
		TOTAL	3

ITEM #: N-03

ITEM: Nurse Stool

STYLE: Adjustable Stool

BASIS OF DESIGN: School Health or approved equal

MODEL #: 24148

DIMENSIONS: 19"-25" H.

COLOR: Black



DESCRIPTION: Adjustable stool features a welded tubular steel frame, 3" thick foam cushion and industrial-strength casters. The stool shall adjust from 19" to 25" high.

COMMENTS:

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Cots 611	2		
Treatment 614	1		
		TOTAL	3

ITEM #: N-04

ITEM: Treatment Table

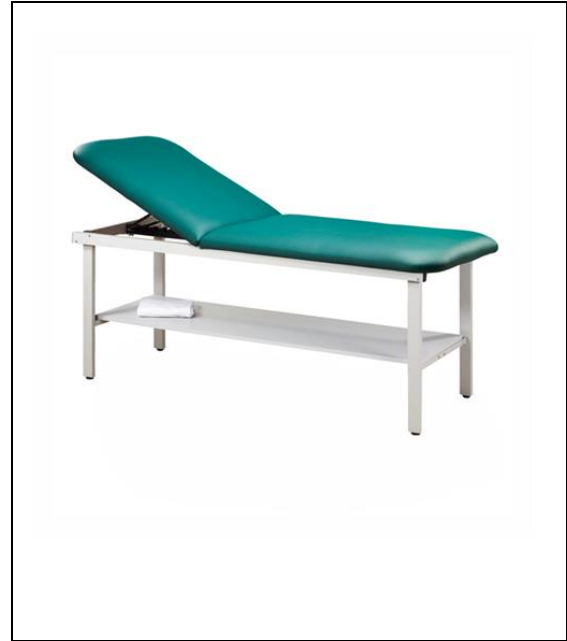
BASIS OF DESIGN: Clinton Industries or Approved Equal

STYLE: Treatment Table with adjustable head and paper dispenser and cutter

MODEL #: 83020 (Health Products for You)

DIMENSIONS: Length: 72" Width: 30" Height: 31"

VINYL: River Rock
BASE: Standard Gray



DESCRIPTION: Clinton Eco-Friendly Steel Treatment Table with Shelf features powder-coated, all-steel frame, gray laminate shelf, and adjustable backrest. Powder coded all-steel frame. Includes paper dispenser and paper cutter. Seamless rounded top corners. Adjustable height feet. PVC-free upholstery and edge tape. CARB II compliant shelving. 450 lbs. load capacity under normal use. 5 year limited warranty

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Exam 616	1		
		TOTAL	1

ITEM #: T-02

ITEM: Occasional Table

BASIS OF DESIGN: Sitonit or Approved Equal

STYLE: Mezzanine

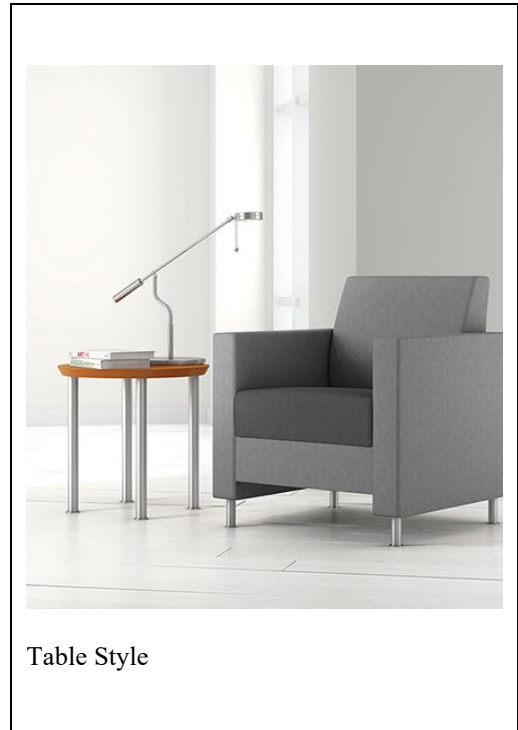
MODEL #: MZM.TT6.TZ21.TE2.TH16

DIMENSIONS: 21” Dia. x 16” H.

TOP FINISH: FCW1 Clear Maple

LEGS: LSL1 Brushed Aluminum

EDGE: TE2 Bevel Edge



DESCRIPTION: 21” Dia. X 16” H. Sitonit Mezzanine Table with Clear Maple top and Brushed Aluminum Legs.

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Waiting 604	2		
Waiting 416	2		
		TOTAL	4

ITEM #: T-04

ITEM: Planning Table

BASIS OF DESIGN: Diversified Wood Crafts or Approved Equal

STYLE: A Frame Table with Casters

MODEL #: AFT-604830-B-BBN

DIMENSIONS: 60"Wx48"Dx30"H

FINISH: Top: Maple
Base: Standard TBD



DESCRIPTION: A-Frame table The powdercoated metal legs are made of 2-1/2" x 2-1/2" thick wall square steel tubes, with a fully welded 2" x 2" cross brace. The top is supported with an 11-gauge steel "L" channel welded to the legs and bolted to dual cross-table supports for additional strength. The top is attached with screws in two directions ensuring stability. The table moves effortlessly on heavy-duty locking, swivel casters. Powdercoat frame, Top Surface: 1-3/4" Thick Solid Maple, Overall Size: 60"W x 48"D x 30"H

Table to be assembled and installed per plans and specifications

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Art	8		
		TOTAL	8

ITEM #: LS-1

ITEM: Library Shelving

BASIS OF DESIGN: Montel or Approved Equal

STYLE: Aetnastak Single Faced Cantilever Shelving

MODEL #: Aetnastak Shelving

DIMENSIONS: 78 h. x 36 w. X 13 d. -6 Tiers

PAINT: To be Selected from full range of paint options

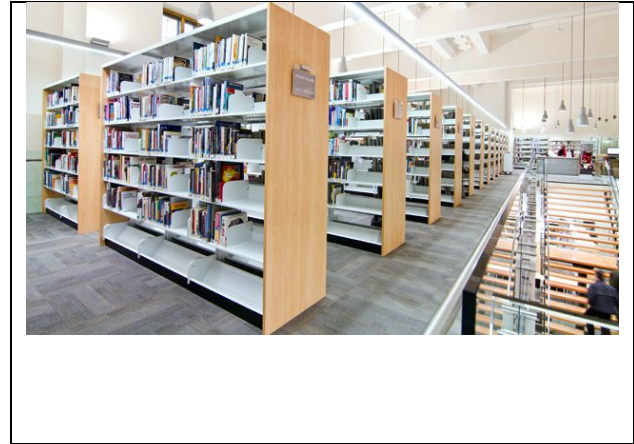
LAMINATE:

DESCRIPTION: Single faced steel cantilever shelving to have overall depth dimension of 13". Actual shelf depth is 11". Base shelf to be a Universal Sloping Shelf. Five individually adjustable shelves to have integral back edge formed of not less than 18-gauge steel. The rear of the shelf shall be formed with a vertical flange and 1-1/2" high, and a 1/4" return to the rear and 1/4" down. The integral back shall be designed to receive a sliding wire book support. Provide two sliding back edge book supports per shelf. Each shelf shall have an adjustable backstop. A kick strip shall be provided as specified under closed base shelf. Provide top spreader tube which is full closed tube of 16-gauge, 2" x 2" square. Tube is securely electric welded with continuous upright columns. The length of the tube is 24". Provide a bottom spreader channel to be shaped, open to the floor and a minimum of 16-gauge steel. Spreader is to be electric welded on the two vertical faces with continuous welds to the upright columns. Slots in bottom spreader channel are provided to perform leveling function at the column. Top and bottom spreaders are electrically welded to the uprights with a full bead of each of the four joints. Shelving uprights to be completely closed, tubular, 16-gauge steel. Uprights shall have only a single row of slots in all conditions for mounting of one double sided or two single sided brackets in each hole. Each column is perforated full height with a row of slots spaced 1" on vertical centers to receive hooks and lugs of shelf brackets. In adjoining columns, the rows of slots are 5/8" on lateral centers. Two uprights are required for each section of a range. Shelving units must be capable of being leveled after book weight is applied.

Provide a one-piece high-pressure laminate canopy top with all necessary hardware. Laminate top shall be 1-1/4" thick 45 lb. density particleboard core with .050" high-pressure laminate on face. Opposite face shall have backer. Exposed edges to be self-edge laminate. Where spliced, canopy tops shall have flush, butt joints not to exceed 1/16" and come equipped with tight-joint fasteners.

Wall Anchoring required.

Successful bidder is responsible for field measurements and must submit shop drawings to architect prior to order placement.



LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center 132	19		
		TOTAL	19

ITEM #: LS-2

ITEM: Library Shelving

BASIS OF DESIGN: Montel or Approved Equal

STYLE: Aetnastak Single Faced Shelving

MODEL #: Aetnastak Cantilever Library Shelving

DIMENSIONS: 34 H. x 36W. x 12 D.

PAINT: To be Selected from full range of paint options

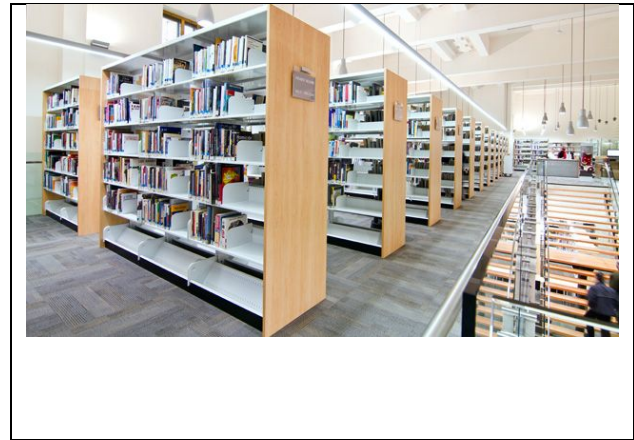
LAMINATE:

DESCRIPTION: Single faced steel cantilever shelving to have overall depth dimension of 13". Actual shelf depth is 11". Base shelf to be a Universal Sloping Shelf. One individually adjustable shelf to have integral back edge formed of not less than 18-gauge steel. The rear of the shelf shall be formed with a vertical flange and 1-1/2" high, and a 1/4" return to the rear and 1/4" down. The integral back shall be designed to receive a sliding wire book support. Provide two sliding back edge book supports per shelf. Each shelf shall have an adjustable backstop. A kick strip shall be provided as specified under closed base shelf. Provide top spreader tube which is full closed tube of 16-gauge, 2" x 2" square. Tube is securely electric welded with continuous upright columns. The length of the tube is 24". Provide a bottom spreader channel to be shaped, open to the floor and a minimum of 16-gauge steel. Spreader is to be electric welded on the two vertical faces with continuous welds to the upright columns. Slots in bottom spreader channel are provided to perform leveling function at the column. Top and bottom spreaders are electrically welded to the uprights with a full bead of each of the four joints. Shelving uprights to be completely closed, tubular, 16-gauge steel. Uprights shall have only a single row of slots in all conditions for mounting of one double sided or two single sided brackets in each hole. Each column is perforated full height with a row of slots spaced 1" on vertical centers to receive hooks and lugs of shelf brackets. In adjoining columns, the rows of slots are 5/8" on lateral centers. Two uprights are required for each section of a range. Shelving units must be capable of being leveled after book weight is applied.

Provide a one-piece high-pressure laminate canopy top with all necessary hardware. Laminate top shall be 1-1/4" thick 45 lb. density particleboard core with .050" high-pressure laminate on face. Opposite face shall have backer. Exposed edges to be self-edge laminate. Where spliced, canopy tops shall have flush, butt joints not to exceed 1/16" and come equipped with tight-joint fasteners.

Wall Anchoring required.

. **Successful bidder is responsible for field measurements and must submit shop drawings to architect prior to order placement.**



LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center 132	8		
		TOTAL	8

ITEM #: LS-3

ITEM: Library Shelving – Double Faced

BASIS OF DESIGN: Montel or Approved Equal

STYLE: Aetnastak Mobile Double Faced Shelving w/ closed base

MODEL #: Aetnastak Cantilever Mobile Shelving

DIMENSIONS: 48 h. x 72 w. x 24 d. – 3 Tiers

PAINT: To be Selected from full range of paint options

LAMINATE:

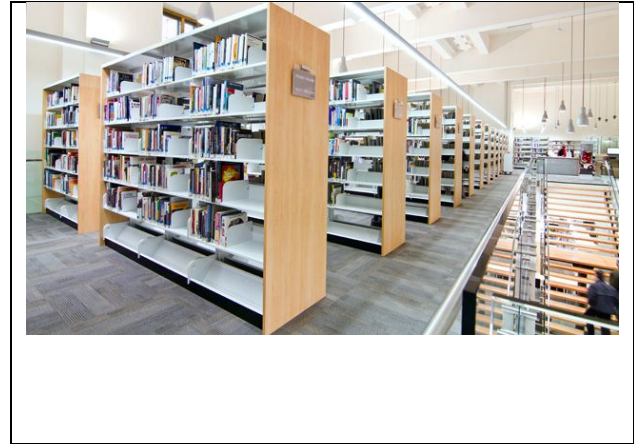
DESCRIPTION:

Double faced steel cantilever shelving to have overall depth dimension of 24". Actual shelf depth is 11". Three individually adjustable shelves to have integral back edge formed of not less than 18-gauge steel. The rear of the shelf shall be formed with a vertical flange and 1-1/2" high, and a 1/4" return to the rear and 1/4" down. The integral back shall be designed to receive a sliding wire book support. Provide two sliding back edge book supports per shelf. Each shelf shall have an adjustable backstop. Provide top spreader tube which is full closed tube of 16-gauge, 2" x 2" square. Tube is securely electric welded with continuous upright columns. The length of the tube is 24". Provide a bottom spreader channel to be shaped, open to the floor and a minimum of 16-gauge steel. Spreader is to be electric welded on the two vertical faces with continuous welds to the upright columns. Slots in bottom spreader channel are provided to perform leveling function at the column. Top and bottom spreaders are electrically welded to the uprights with a full bead of each of the four joints. Shelving uprights to be completely closed, tubular, 16-gauge steel. Uprights shall have only a single row of slots in all conditions for mounting of one double sided or two single sided brackets in each hole. Each column is perforated full height with a row of slots spaced 1" on vertical centers to receive hooks and lugs of shelf brackets. In adjoining columns, the rows of slots are 5/8" on lateral centers. Two uprights are required for each section of a range.

Mobile Base: Closed Base for Cantilever Shelving. The frame is recessed into the base for greater stability and rigidity. Each half-base shall be made of 12-gauge steel and shall be designed to hide the wheels. The 2-Piece Closed Base on wheels shall have four (4) 5" swivel wheels and shall be 6 1/4" high overall.

Provide a one-piece high-pressure laminate canopy top with all necessary hardware. Laminate top shall be 1-1/4" thick 45lb. density particleboard core with .050" high-pressure laminate on face. Opposite face shall have backer. Exposed edges to be self-edge laminate. Where spliced, canopy tops shall have flush, butt joints not to exceed 1/16" and come equipped with tight-joint fasteners.

. **Successful bidder must submit shop drawings to architect prior to order placement.**



LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center 132	12		
		TOTAL	12

ITEM #: LS-4

ITEM: Library Shelving

BASIS OF DESIGN: Montel or Approved Equal

STYLE: Aetnastak Double Faced Mobile Shelving w/ closed base

MODEL #: Aetnastak Cantilever Mobile Shelving

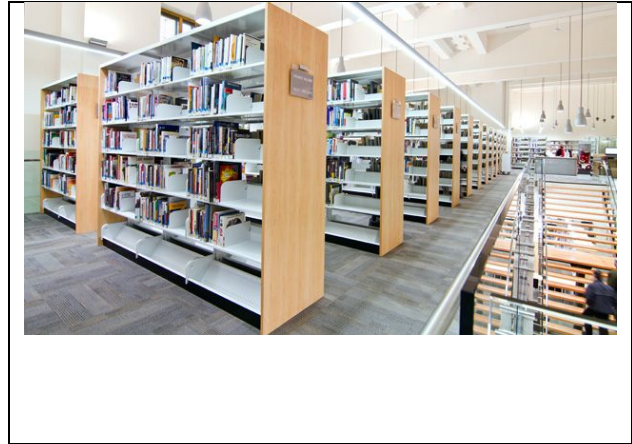
DIMENSIONS: 48 h. x 108 w. x 24 d.

PAINT: To be Selected from full range of paint options

LAMINATE:

DESCRIPTION:

Double faced steel cantilever shelving to have overall depth dimension of 24". Base shelf to be a Universal Sloping Shelf. Two individually adjustable shelves to have integral back edge formed of not less than 18-gauge steel. The rear of the shelf shall be formed with a vertical flange and 1-1/2" high, and a 1/4" return to the rear and 1/4" down. The integral back shall be designed to receive a sliding wire book support. Provide two sliding back edge book supports per shelf. Each shelf shall have an adjustable backstop. Provide top spreader tube which is full closed tube of 16-gauge, 2" x 2" square. Tube is securely electric welded with continuous upright columns. The length of the tube is 24". Provide a bottom spreader channel to be shaped, open to the floor and a minimum of 16-gauge steel. Spreader is to be electric welded on the two vertical faces with continuous welds to the upright columns. Slots in bottom spreader channel are provided to perform leveling function at the column. Top and bottom spreaders are electrically welded to the uprights with a full bead of each of the four joints. Shelving uprights to be completely closed, tubular, 16-gauge steel. Uprights shall have only a single row of slots in all conditions for mounting of one double sided or two single sided brackets in each hole. Each column is perforated full height with a row of slots spaced 1" on vertical centers to receive hooks and lugs of shelf brackets. In adjoining columns, the rows of slots are 5/8" on lateral centers. Two uprights are required for each section of a range.
Mobile Base: Closed Base for Cantilever Shelving. The frame is recessed into the base for greater stability and rigidity. Each half-base shall be made of 12-gauge steel and shall be designed to hide the wheels. The 2-Piece Closed Base on Wheels shall have four (4) 5" swivel wheels and shall be 6 1/4" high overall.
Provide a one-piece high-pressure laminate canopy top with all necessary hardware. Laminate top shall be 1-1/4" thick 45lb. density particleboard core with .050" high-pressure laminate on face. Opposite face shall have backer. Exposed edges to be self-edge laminate. Where spliced, canopy tops shall have flush, butt joints not to exceed 1/16" and come equipped with tight-joint fasteners. Successful bidder must submit shop drawings to architect prior to order placement.



LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center 132	1		
		TOTAL	1

ITEM #: LS-5

ITEM: Library Single Face End Panel

BASIS OF DESIGN: Liat or Approved Equal

STYLE: Deveraux

MODEL #: XEP-DV-7813-.125we

DIMENSIONS: 78h. x 13 D.

WOOD SPECIES: Maple



DESCRIPTION

The end panels shall be constructed of 1-1/4” thick particleboard core with grade “A” veneer on both faces. The exposed edges shall be externally banded with 1/8” solid hardwood. End panel must be able to be attached to cantilever shelving.

Successful bidder must submit shop drawings to architect prior to order placement.

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center 132	10		
		TOTAL	10

ITEM #: LS-6

ITEM: Library Single Face End Panel

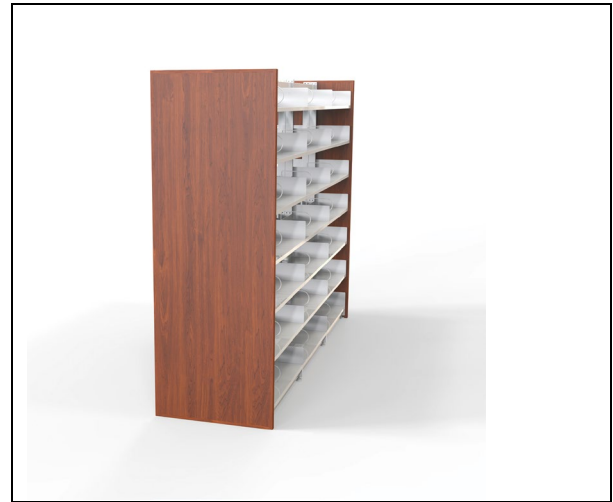
BASIS OF DESIGN: Liat or Approved Equal

STYLE: Deveraux

MODEL #: XEP-DV-3613-.125WE

DIMENSIONS: 36 h. x 13 d. **VERIFY SILL HEIGHT

WOOD SPECIES: Maple



DESCRIPTION:

The end panels shall be constructed of 1-1/4” thick particleboard core with grade “A” veneer on both faces. The exposed edges shall be externally banded with a 1/8” solid hardwood. End panel must be able to be attached to cantilever shelving.

Successful bidder must submit shop drawings to architect prior to order placement.

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center 132	2		
		TOTAL	2

ITEM #: LS-7

ITEM: Library Double Face End Panel – **Custom Design**

BASIS OF DESIGN: TMC or Approved Equal

STYLE: Custom End Panel

MODEL #: Custom with wood and laminate inlays

DIMENSIONS: 47 h. x 25 w.

WOOD SPECIES: Maple to match Wilsonart Fusion Maple

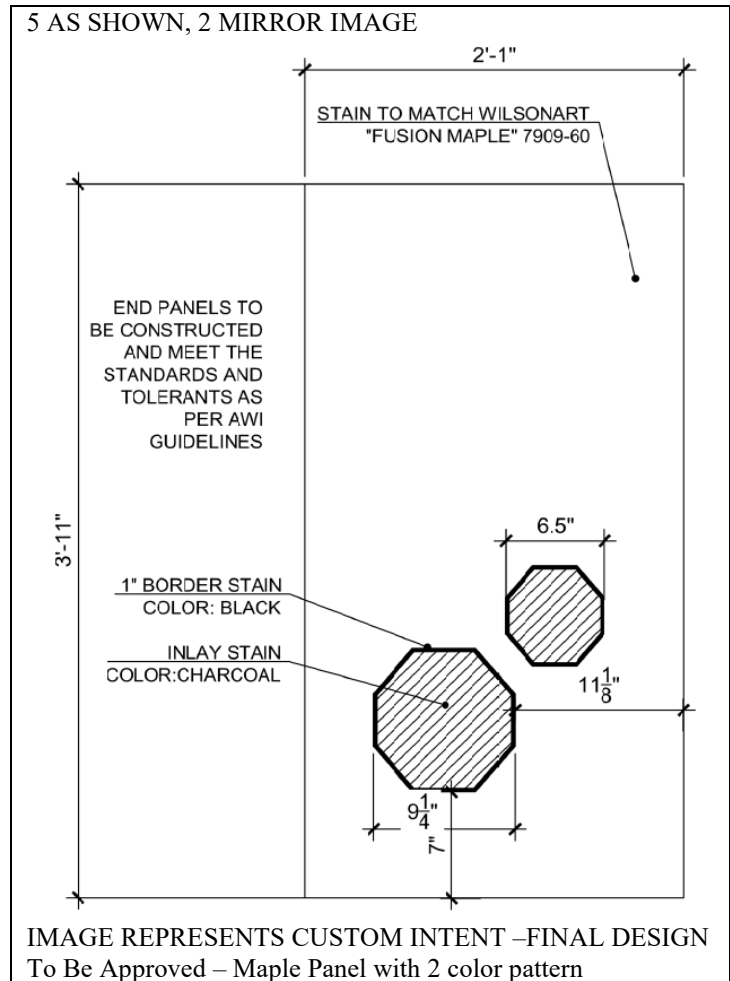
INLAY 1: Wood Stain Color: Black -Hex 1.5” Border

INLAY 2: Wood Stain Color: Charcoal – Interior of Hexagon

Successful Bidder to Submit samples of stains and woods

End Panel with flush inlays.

Maple wood clear stain to match with 2 additional stain – inlay colors as noted



DESCRIPTION: Custom End panel shall be constructed of 1-1/4” thick particleboard core with grade “A” veneer on both faces. The exposed edges shall be externally banded with a 1/8” solid hardwood to match clear maple finish. End panel must be able to be attached to cantilever shelving.

1/8” solid hardwood to match clear maple finish

Successful bidder must submit shop drawings to architect for approval prior to fabrication of Custom End Panels.

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center 132	7		
		TOTAL	7

ITEM #: LS-8

ITEM: Library Double Face End Panel with slat wall – **Custom Design**

BASIS OF DESIGN: TMC or Approved Equal

STYLE: Custom Slat Wall End Panel

MODEL #: Custom with wood and laminate inlays

DIMENSIONS: 47 h. x 25 w.

WOOD SPECIES: Maple to match Wilsonart Fusion Maple

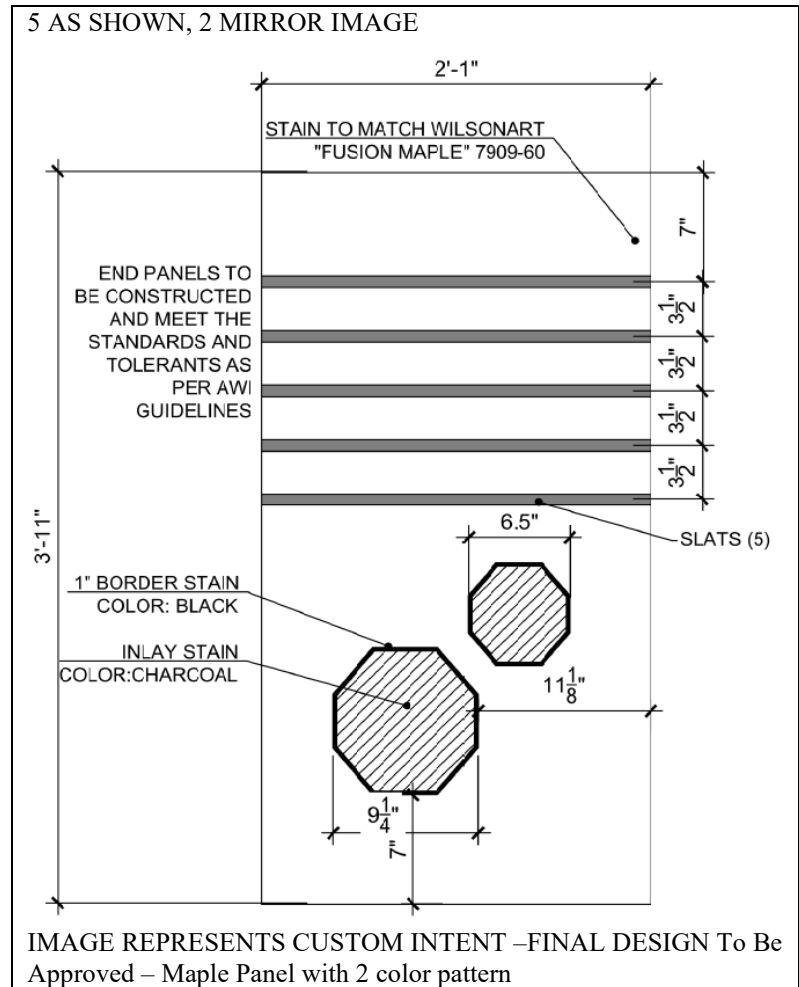
INLAY 1: Wood Stain Color: Black

INLAY 2: Wood Stain Color: Charcoal

Successful Bidder to Submit samples of Stains Colors

End Panel with flush inlays.

Maple wood clear stain with 2 additional stain inlay – colors as noted.



DESCRIPTION: Custom End panel with Slat Wall shall be constructed of 1-1/4" thick particleboard core with grade "A" veneer on both faces. The exposed edges shall be externally banded with a 1/8" solid hardwood to match clear maple finish. Top Slat to be located 10" from the top for 6-slat panels. Slats to be routed on 3 1/2" centers and have PVC slats inserted. End panel must be able to be attached to cantilever shelving.

Successful bidder must submit shop drawings to architect for approval prior to fabrication of Custom End Panels.

ITEM #: LS-9

ITEM: Book Drop Cart

BASIS OF DESIGN: Ironwood Manufacturing or Approved Equal

STYLE: Mobile Book Drop with Handle

MODEL #CDBC

DIMENSIONS: 26 »w. x 24.5 l x 22.5 h

COLOR: Folkstone Grey



DESCRIPTION: Mobile Book Drop Cart features a suspended, heavy nylon bag, black plastic protective strips on the vertical edge, and 3" easy-roll industrial swivel casters. The soft-drop bag provides cushioning as books are added. Free hanging handle for easy moving. Unit to be fully assembled.

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center	1		
		TOTAL	1

ITEM #: LS-10A

ITEM: Sign Holder Slatwall Accessories

BASIS OF DESIGN: Demco or Approved Equal

STYLE: Acrylic

MODEL #: WP13900210

DIMENSIONS: 5" x 7"

FINISH: Standard



DESCRIPTION:
Acrylic Sign Holder, 5" x 7"

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center	10		
		TOTAL	10

ITEM #: LS-10B

ITEM: Acrylic Slatwall Accessories-Large Book Holder

BASIS OF DESIGN: Demco or Approved Equal

STYLE: Acrylic

MODEL #: WP14871100

DIMENSIONS: 8-1/2"W x 2-1/8"D

FINISH: Standard



DESCRIPTION:
Acrylic Large Book Holder for slatwall

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center	15		
		TOTAL	15

ITEM #: LS-10C

ITEM: Acrylic Slatwall Accessory – Display shelf with Lip

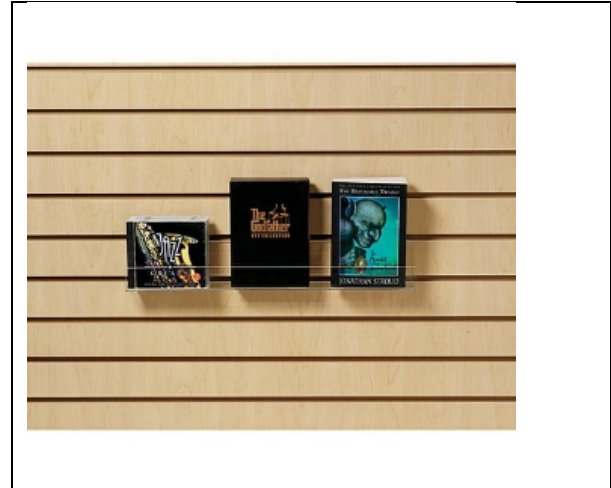
BASIS OF DESIGN: Demco or Approved Equal

STYLE: Acrylic

MODEL #: WF12753930

DIMENSIONS: 2-¼”H x 20-½”W x 2-½”D

FINISH: Standard



DESCRIPTION:
Display Shelf with Lip for Slatwall

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Media Center 132	20		
		TOTAL	20

ITEM #: M-02

ITEM: Music Stand

BASIS OF DESIGN: Wenger or approved equal

STYLE: Classic 50 Music Stand

MODEL #: 039E500

DIMENSIONS:
13.5" x 20"
Overall Height: 25" - 49"

FINISH: Black



DESCRIPTION: Classic 50 Music Stand must have polycarbonate desk and base with bolt through desk attachment and wobble-free base attachment. Five-year warranty

M-0m

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Music 109	15		
Ensemble 103	15		
Stage 105	30		
		TOTAL	60

ITEM #: M-03

ITEM: Student Posture Chair Cart

BASIS OF DESIGN: Wenger or approved equal

STYLE: Student Posture Chair Move and Store Cart

MODEL #: 127A661

DIMENSIONS: Overall Height: 65.5"
Width: 24.5"
Depth: 38.25"

FINISH: Standard

DESCRIPTION: Move and Store Cart shall accommodate 18 student chairs. Structure to be 16-gauge 7/8" square welded tubular steel frame with two swivel casters and two rigid casters. Five year warranty.



LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Stage 105	2		
		TOTAL	2

ITEM #: M-05

ITEM: Choral Risers

BASIS OF DESIGN: Wenger or approved equal

STYLE: 3 Step Signature Choral Riser

MODEL #: 098G053

DIMENSIONS: 6'-0"w. X 4'-10

FINISH: Standard



DESCRIPTION: 3-Step 098G053 227 lb. Load rating of 150 lb live load capacity per ft² (732 kg capacity per m²) Steel construction for unparalleled stability and quiet performance. 42" (1067 mm) high back rail that meets OSHA standards. Risers fold with the back rail attached. Riser frame, back rails and side rails have a black powder-coat paint finish for maximum safety and durability. Fifteen-year warranty • Patented design.

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Stage 105	5		
		TOTAL	5

ITEM #: M-06

ITEM: Choral Riser Side Rail Set

BASIS OF DESIGN: Wenger or approved equal

STYLE: 4 Step Signature Choral Riser with Side Rail

MODEL #: 098G541 Side Rail Set

DIMENSIONS:

FINISH: Standard



DESCRIPTION: Side Rail Accessory 098G541 62 lb (28 kg) attaches to the riser and back rail Side Rail can be removed with the mounting brackets left attached during storage Fifteen-year warranty • Patented design

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
Stage 105	1		
	SET		
		TOTAL	1

ITEM #: M-07

ITEM: Choral Folio Cabinet with Door

BASIS OF DESIGN: Wenger or approved equal

STYLE: Two Column Mobile Folio Cabinet with Door

MODEL #: 146M022

DIMENSIONS: 26-3/4"w. x 17-5/8"d. x 50-7/8 h.

FINISH: Maple



DESCRIPTION: Two-Column mobile Choral folio cabinet with door

LOCATION/ROOM #'S	QUANTITY	LOCATION/ROOM #'S	QUANTITY
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Music 109	1		
Ensemble 103	1		
		TOTAL	2

