

PROJECT MANUAL

FOR

Brandywine School District

BRANDYWINE SCHOOL DISTRICT CAFETERIA FURNITURE

BRANDYWINE SCHOOL DISTRICT
1311 Brandywine Boulevard
Wilmington, DE 19809

Owner

ABHA ARCHITECTS
1621 N. Lincoln Street
Wilmington, Delaware 19806
(302) 658-6426 Fax (302) 658-8431

Architects

ABHA PROJECT NUMBER: 1630

DATE: February 19, 2019

VOLUME 1 OF 1



abhagen@ABHA.com
www.ABHA.com

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SECTION 001113
ADVERTISEMENT FOR BIDS

Receipt of Bids

Public notice is hereby given that bids for the following prime contract will be received at **Brandywine School District Facilities/Construction Office, 3305 Green Street, Claymont, Delaware 19703 until 2:00 PM local time on March 19, 2019**, 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.

CAFETERIA FURNITURE – DELIVER AND INSTALL – CLAYMONT ELEMENTARY SCHOOL –
BRANDYWINE SCHOOL DISTRICT

Sealed bids shall be addressed to the attending of Mr. John Read and delivered to Brandywine School District Facilities/Construction Office, 3305 Green Street, Claymont, Delaware 19703. The outer envelope should clearly indicate the job name, “Claymont Elementary School Cafeteria Furniture Package.”

Bidding Documents

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

Bidders requesting the log on information may obtain user name and password permission by contacting Sherry Sweetman with ABHA Architects at ssweetman@abha.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 Dropbox 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.

Questions

All questions concerning the project shall be sent in writing, to the attention of:
Katrina Murphy, ABHA Architects, E-mail kmurphy@abha.com

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

Prevailing Wage Rates, as described by Delaware Law, must be adhered to where applicable.

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>

END OF DOCUMENT

SECTION 002113

INSTRUCTIONS TO BIDDERS

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 OWNER or AGENCY: Brandywine School District
1311 Brandywine Boulevard
Wilmington, DE 19809

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

Architect: ABHA Architects, Inc.
1621 N. Lincoln Street
Wilmington, DE 19806

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Vendor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Vendor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A151-2007: Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings and Equipment where the basis of payment is a Stipulated Sum
In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

- 1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.
- 1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.
- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR (or VENDOR): Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR (or SUBVENDOR): An individual, partnership or corporation which has a direct contract with a Contractor (or Vendor) to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

2.1 PRE-BID MEETING

- 2.1.1 A pre-bid meeting is not required however a site visit is highly recommended to review existing conditions affecting the work. Contact Yohan Banfield with Whiting Turner: Yohan.Banfield@whiting-turner.com to schedule. Safety glasses, hard hats, and closed toe shoes are required.

2.2 BIDDERS' REPRESENTATION

By submitting a Bid, the Bidder represents that:

- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

- 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Vendor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

- 3.1.1 Refer to Advertisement for Bids for information concerning locations where Bidding Documents may be seen or obtained and under what conditions. Deposits for documents are non-refundable.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.
- 3.1.5 The Bidding Documents are complementary and what is called for by any one shall be as binding as if called for by all.
- 3.1.6 Bidders must be registered with ABHA Architects in order to receive addenda or other notification.
- 3.1.7 For convenience, the specifications have been separated into Sections, but such arrangement does not relieve the Vendor from providing all labor and materials necessary to complete his work, irrespective of the section in which such material or labor is specified, nor does such arrangement necessarily indicate which trade will perform the work.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.

- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven (7) days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
 - 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
 - 3.2.4 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
 - 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.
- 3.3 SUBSTITUTIONS
- 3.3.1 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.
 - 3.3.2 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. 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.
 - 3.3.3 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.
 - 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

- 3.3.5 Bidders shall conform to requirements in Section 016000 PROJECT REQUIREMENTS.
- 3.4 ADDENDA
 - 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
 - 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
 - 3.4.3 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.
 - 3.4.4 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.

ARTICLE 4: BIDDING PROCEDURES

- 4.1 PREPARATION OF BIDS
 - 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
 - 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
 - 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
 - 4.1.4 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.
 - 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
 - 4.1.6 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.
 - 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.

- 4.1.8 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.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 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.
- 4.2 BID SECURITY
 - 4.2.1 The requirement for a Bid deposit/security is waived for this contract.
- 4.3 SUBCONTRACTOR LIST (NOT REQUIRED)
- 4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS
 - 4.4.1 When affixing items to building elements as part of this contract, the Vendor agrees as follows:
 - A. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Vendor will take affirmative action to ensure the 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. The Vendor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
 - B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."
- 4.5 PREVAILING WAGE REQUIREMENT
 - 4.5.1 Prevailing wage is applicable to labor hours when affixing items to building elements.

4.6 SUBMISSION OF BIDS

- 4.6.1 Enclose the Bid, the Bid Security, 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.
- 4.6.2 Submit two (2) copies of your bid proposal
- 4.6.3 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.
- 4.6.4 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.6.5 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.6.6 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.

4.7 MODIFICATION OR WITHDRAW OF BIDS

- 4.7.1 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.
- 4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
- 4.7.3 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.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

- 5.1.1 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.

- 5.1.2 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.
- 5.1.3 If the Bids are rejected, it will be done within sixty (60) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

- 5.2.1 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.
 - 5.2.1.1 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.
- 5.2.2 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.
- 5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.
- 5.2.4 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.
- 5.2.5 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).

5.3 DISQUALIFICATION OF BIDDERS

- 5.3.1 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:
 - A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
 - B. 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.

- C. Whether the Bidder is qualified legally to contract with the State;
- D. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- E. 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.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, 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.

5.3.3 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.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 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.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 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.

- 5.4.3 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.
- 5.4.4 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.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 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.

ARTICLE 6: POST-BID INFORMATION

6.1 VENDOR'S QUALIFICATION STATEMENT

- 6.1.1 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.

6.2 BUSINESS DESIGNATION FORM

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

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

- 7.1.1 The requirement for a one hundred percent (100%) Performance and Payment Bond is waived for this contract.

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND VENDOR

- 8.1 For work related to affixing items directly to the structure of the building the form of Owner/Vendor agreement will be AIA Document A151-2007: *Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings and Equipment where the basis of payment is a Stipulated Sum*

ARTICLE 9: SCHEDULE

- 9.1 Installation schedule is as follows:
- A. 7/24/19-7/21/19
 - B. Coordinate areas of work and related schedule with the Construction Manager.
- 9.2 Provide Owner with complete delivery schedule upon award of contract and coordinate with Construction Manager and Owner on site as required.

END OF INSTRUCTIONS TO BIDDERS

DOCUMENT 004100
BID FORM

For Brandywine School District Bids Due:

To: Brandywine School District
1311 Brandywine Boulevard
Wilmington, DE 19809

For: Claymont Elementary School Cafeteria Furniture
3401 Green Street
Wilmington, DE 19703

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____

(City, Other License Nos.): _____

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

Email address: _____

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 **February 19th, 2019** 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:

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 002113 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. Bid must include page 5-7 from Section 00300, duly filled out.
5. Owner may purchase one, all or none of the items in the bid submitted.
6. Bidders may bid on any or all items specified per detail sheet. Bidders shall bid on only one item per detail sheet.
7. Indicate total bid below for all items bid.
8. 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 _____ 2019

My Commission expires _____ NOTARY PUBLIC _____

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

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors, that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

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

Bid Tabulation Sheets follow

Tag Number	Description	Quantity Reqd.	Basis of Bid. Manuf	Installed Price Total	Unit Price	Lead Time
DN-01	12' Cafeteria Table w/ Bench Seating	15	KI - Uniframe Table			
DN-02	60" Diameter Cafeteria Table w/ Bench Seating	13	KI - Uniframe Table			
DN-03	60" Diameter Cafeteria Table	2	KI - Uniframe Table			
DN-04	18" 4-leg polypropylene chair	16	KI - Intellect Wave			
DN-05	Task Chair	1	Hon - Ignition			
DN-06	Desk Shell	1	Hon - 38000 Series			
DN-07	Four Drawer Lateral File	1	Hon - Brigade Series			
DN-08	Cafeteria Table w/ Attached Hard Plastic Stools	2	KI - Uniframe Table			

DOCUMENT 007200

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.
- B. An original copy of AIA Document A251-2007 is bound into this Project Manual, following this page.

END OF DOCUMENT



AIA[®] Document A251[™] – 2007

General Conditions of the Contract for Furniture, Furnishings and Equipment

for the following PROJECT:

(Name, location, and brief description)

THE OWNER:

(Name, legal status, address and other information)

THE ARCHITECT:

(Name, legal status, address and other information)

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

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 VENDOR
- 4 TITLE AND RISK OF LOSS
- 5 DELIVERY AND INSTALLATION
- 6 ACCEPTANCE
- 7 WARRANTIES
- 8 PAYMENT
- 9 ARCHITECT
- 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
- 11 TIME
- 12 PROTECTION OF PERSONS AND PROPERTY
- 13 INSURANCE

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.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:20:47 ET on 02/15/2019 under Order No. 6096643928 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A251™ – 2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

DOCUMENT 007300

SUPPLEMENTARY 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.

1.05 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.

1.06 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.

1.07 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".

1.08 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.

1.09 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.
- 1.10 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.
- 1.11 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.

1.12 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.

1.13 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.

1.14 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 DOCUMENT

SECTION 008114
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.

4000 Office of Management and Budget
4100 Division of Facilities Management

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

1.0 Purpose

The Office of Management and Budget ("Office"), has developed these regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 **Del.C.** §6908(a)(6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 **Del.C.** §6962.

2.0 Definitions

"Consortium"/"Third Party Administrator" or "(C/TPA)" means a service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the drug and alcohol testing programs of its members.

"Contractor" means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for contracts awarded pursuant to 29 **Del.C.** §6962.

"Division of Facilities Management" and **"DFM"** means the Division of Facilities Management within the Office of Management and Budget.

"Drug Testing Firm" is an entity engaged in the business of providing drug testing services for businesses, individuals, governments or any entity that requires drug testing of Employees, applicants, licensees, etc., in compliance with these requirements.

"Employee" means an individual employed by a Contractor or Subcontractor who works on the Jobsite of a Large Public Works Contract but does not fulfill a clerical or administrative function. For the purpose of this definition, clerical or administrative functions shall refer to job responsibilities that do not generally require an employee to work outside of the Contractor's Jobsite office, home office or other employer-provided office. For the purposes of this regulation, the term "Employee" shall also include supervisors and foremen working on the Jobsite. The term "Employee" shall also include employees of a Contractor or Subcontractor working on or delivering materials and equipment to and from a Jobsite.

"Impairment" or **"Impaired"** means symptoms that an Employee while working may be under the influence of drugs or alcohol that may decrease or lessen the Employee's performance of the duties or tasks of the Employee's job position, including symptoms of the Employee's speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior, negligence or carelessness in operating equipment, machinery or production or manufacturing processes, disregard for the safety of the Employee or others, or other symptoms causing a reasonable suspicion of the use of drugs or alcohol.

"Jobsite" means the site or area directly or indirectly owned, operated or controlled by the Owner in which the Contractor or Subcontractor performs work or delivers services to the Owner. For the purpose of this definition, "Jobsite" does not mean a remote work site not under the direct or indirect control of the Owner in which work is performed to fulfill the Contractor's or Subcontractor's obligations.

"Large Public Works Contract" means a contract for a public works construction awarded pursuant to 29 **Del.C.** §6962.

"Mandatory Drug Testing Program" and **"Program"** means a defined set of basic procedures, requirements and rules that must be used by a Contractor or Subcontractor to test employees for drugs in compliance with these requirements.

"Owner" is the state agency, school district or entity that awards a Large Public Works Contract to a Contractor pursuant to 29 **Del.C.** §6962.

"Positive Test Result" and **"Fail a Drug Test"** means the result reported by a Health and Human Services certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff

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concentration. For purposes of these regulations, an Employee shall not be considered to have a Positive Test Result nor shall an Employee be considered to "Fail a Drug Test", unless the employee was impaired by marijuana at the Jobsite if:

- The Employee is a Registered Qualifying Patient and;
- The drug detected was marijuana, a component of marijuana, or marijuana metabolites.

"Random Drug Testing" means that an Employee is chosen at random for testing without advance notice, from a pool of Employees or as a member of a Consortium. Specific requirements for random drug testing conducted under these regulations are described in Section 5.0.

"Registered Qualifying Patient" means a person (1) validly issued and in possession of an unexpired Registry Identification Card as defined by 16 Del.C. §4902A (14), and (2) subject to confirmation through a "verification system" as set forth at 16 Del.C. §4902A(17).

"Subcontractor" means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for, or supply services to a Contractor as defined in Section 2.0.

21 DE Reg. 503 (12/01/17)

3.0 Employee drug testing documentation requirements.

3.1 The following documentation requirements apply:

3.1.1 At bid submission - A solicitation for a Large Public Works Contract must require each Contractor that submits a bid for the work to submit with the bid a signed affidavit certifying that the Contractor and Subcontractor(s) has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program that complies with this regulation.

3.1.2 At least two business days prior to contract execution – The awarded Contractor shall provide to the Owner copies of the Employee Drug Testing Program for the Contractor and for all listed Subcontractors.

3.1.3 During contract execution – Contractors that employ additional Subcontractors on the jobsite may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program. A Contractor or Subcontractor shall not commence work until the Owner has concluded the Employee Drug Testing Program complies with this Regulation as per subsection 3.2.

3.1.4 In the event of an emergency a Contractor may employ additional Subcontractors on the jobsite prior to submitting the Subcontractor's Employee Drug Testing Program provided that said Program is submitted to the Owner as soon as practicable.

3.2 A Contractor or Subcontractor shall be treated as having a Mandatory Drug Testing Program that complies with this regulation if the Program includes the following:

3.2.1 The Program meets the minimum standards in Section 4.0 of this regulation.

3.2.2 The Program provides for the frequency of testing of Employees as per Section 5.0 of this regulation:

3.2.3 The Program imposes disciplinary measures on an Employee who fails a drug test as per Section 6.0 of this regulation.

3.3 Prequalified Contractors and Subcontractors – A Contractor or Subcontractor may meet the provisions of subsection 3.1 if they are Prequalified through the DFM Prequalification and if the DFM Prequalification includes provisions requiring an Employee Mandatory Drug Testing Program that meet the requirements of Sections 4.0, 5.0 and 6.0 of this Regulation

3.4 The State shall not be obligated to pay, and the Contractor or Subcontractor shall expressly agree that, any portion of work performed by a Contractor or Subcontractor commenced before that Contractor or Subcontractor has complied with subsections 3.1 and 3.2, provided however that emergency work as referenced in subsection 3.1.4 may not be subject to this provision.

21 DE Reg. 503 (12/01/17)

4.0 Minimum Standards for a Mandatory Drug Testing Program

4.1 Testing for the presence of drugs in an Employee's system and the handling of test specimens shall be conducted in accordance with guidelines for the collection, chain-of-custody procedures, laboratory testing, and Medical Officer Review procedures contained within the Mandatory Guidelines for Federal Workplace Drug Testing Programs published by the Substance Abuse and Mental Health Services Administration (SAMHSA). (49 CFR Part 40).

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All tests must be processed by a federal Health and Human Services certified laboratory. Contractors must provide documentation detailing the procedures used in the collection, testing and reporting of drug tests sufficient to show conformance with SAMHSA guidelines.

- 4.2 Contractors and Subcontractors subject to these regulations may procure the services of an appropriate Drug Testing Firm to administer their program. A Contractor or Subcontractor may also participate in a Consortium. A Contractor or Subcontractor may also implement a Mandatory Drug Testing Program using in-house personnel and resources.
- 4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus alcohol screening for the following:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA	15 ng/mL.
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL.
Opiate metabolites			
Codeine/Morphine	2000 ng/mL	Codeine	2000 ng/mL.
		Morphine	2000 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamines			
AMP/MAMP	500 ng/mL	Amphetamine	250 ng/mL.
		Methamphetamine	250 ng/mL.
MDMA	500 ng/mL	MDMA	250 ng/mL.
		MDA	250 ng/mL.
		MDEA	250 ng/mL.
Alcohol	0.04%		

- 4.4 The frequency of Random Drug Testing and the methodology for selecting Employees to be screened are defined in Section 5.0 and shall be incorporated into Contractor and Subcontractor mandatory testing procedures. A Contractor or Subcontractor may incorporate rules or requirements that exceed the requirements defined herein.

21 DE Reg. 503 (12/01/17)

5.0 Drug Testing Requirements – Frequency for the Testing of Employees

- 5.1 Initial Drug Testing - Employees commencing work on a Jobsite must be tested with the exception that an Employee who has passed a random or scheduled drug test within the past 180 days from the date of commencing work or an Employee who passed a pre-employment drug test administered pursuant to an Contractor's or Subcontractor's Program and is subject to testing as part of a Contractor's or Subcontractor's ongoing Program or as part of a Consortium shall be permitted to work at the Jobsite without further testing; however, the Employee is still subject to random testing.
- 5.2 Random Drug Testing - During the course of a project, each Contractor and Subcontractor with Employees on the Jobsite shall maintain a Program that meets or exceeds the following requirements.
 - 5.2.1 All Employees will be subject to random, unannounced testing.
 - 5.2.2 The selection of Employees shall be made by a scientifically valid method of randomly generating an employee identifier from a Contractor or Sub-contractor's entire pool of employees, through those Employees working on a Public Works Jobsite or through the Contractor or Subcontractor's participation in a Consortium.
 - 5.2.3 A Contractor or Subcontractor's Program shall provide that no less than 5% of a Contractor's or Subcontractor's employees shall be randomly selected each month for drug testing and no less than 2.5% of a Contractor or Subcontractor's employees be randomly selected for alcohol testing. Contractors or Subcontractors may participate in a Consortium provided that no less than 5% of the Consortium's pool shall be subject to drug testing each month and no less than 2.5% of the Consortium's pool shall be subject to alcohol testing each month. Contractors or Subcontractors with less than 10 employees that do not participate in a Consortium shall test at least one of their employees, selected randomly per month.

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Each employee shall have an equal chance of selection each time the selection is made. Because the selection process is random, some Employees may not be tested within a year, while others may be tested more than once. Nothing in this regulation shall require an Employee of a Contractor or Subcontractor not working or assigned to a Public Works Jobsite to be subject to random alcohol testing.

- 5.2.4 Employees notified that they have been selected must report within four hours for testing to a site specified. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. Any failure to report for random testing, or to cooperate with the testing procedure shall be considered a positive result.
 - 5.2.5 Purposely impeding or delaying an Employee's fulfillment of the testing requirements herein by a Contractor or Subcontractor may subject the Contractor or Subcontractor to sanctions listed in Section 8.0.
 - 5.3 Reasonable Suspicion Testing – An Employee will be required to take a drug and/or alcohol test at any time his or her employing Contractor, Subcontractor or the Owner reasonably believes that he or she has an Impairment caused by drugs and/or alcohol. Further, an Employee may be required to take a drug and/or alcohol test at any time his or her employing Contractor, Subcontractor or the Owner finds drug paraphernalia and/or open alcohol containers on the Jobsite.
 - 5.4 Return to Duty Testing – As required in Section 6.0.
 - 5.5 Accident Triggered Testing – An Employee will be required to take a drug test and may be subject to an alcohol breathalyzer test at any time there is a Jobsite accident involving loss or significant property damage, injury or death to an Employee of the Contractor, Subcontractor, or Owner or member of the public.
 - 5.5.1 As soon as practicable following an accident, the Contractor will notify the Employee(s) whose performance could have contributed to the accident of the need for the test.
 - 5.5.2 The appropriate Contractor shall ensure that an Employee, required to be tested under this section, report to a testing center as soon as practicable, but no longer than 4 hours after the accident. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. If the drug test is not conducted within 4 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
 - 5.5.3 An Employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
 - 5.5.4 If an Employee fails or refuses to be tested, he/she must be removed from the Jobsite and shall be subject to consequences in Section 6.0.
 - 5.5.5 Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an Employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
 - 5.6 All testing required by this section shall be administered according to the standards outlined in Section 4.0.
- 21 DE Reg. 503 (12/01/17)**

6.0 Consequences of a Positive Test Result

- 6.1 The disciplinary measures contained within a Contractor's or Subcontractor's Program for an employee who tests positive to a mandatory drug test must include at a minimum, all of the following:
 - 6.1.1 The Employee is subject to an immediate suspension from any public works Jobsite.
 - 6.1.2 The Employee is not eligible for reinstatement by the Contractor or Subcontractor to any public works Jobsite until 30 days after the Employee tests negative on a seven drug panel plus alcohol test certified by a medical review officer.
 - 6.1.3 The Employee is subject to unscheduled monthly random testing as per subsection 5.2.
 - 6.1.4 An Employee who has tested positive for more than one drug test within a three year period shall be permanently banned from working at public works Jobsites.
 - 6.1.5 An Employee who has tested positive for marijuana, a component of marijuana, or marijuana metabolites and is a Registered Qualifying Patient shall be exempted from the disciplinary actions contained in this section unless:
 - 6.1.5.1 The Employee was Impaired by marijuana at the Jobsite

6.1.5.2 Employment of the Registered Qualifying Patient would cause the Owner to lose monetary or licensing-related benefits under Federal law.

6.2 A Contractor or Subcontractor shall report the Positive Test Result to the Employee's professional licensing board, if applicable.

21 DE Reg. 503 (12/01/17)

7.0 Contractor and Subcontractor Certification of Compliance with Regulations

7.1 During the term of the contract:

7.1.1 During the term of the contract, Contractors and Subcontractors on the Jobsite for more than 30 days shall maintain testing data that includes but is not limited to the data elements contained in subsection 7.1.2:

7.1.1.1 A Contractor or Subcontractor that is employed on the Jobsite for less than 30 days shall not be subject to the reporting requirements contained in subsection 7.1.2 of this regulation, unless the Owner specifies that such reporting is required in the Invitation to Bid or Specifications relating to the work to be performed.

7.1.2 The data shall at a minimum contain the following elements:

7.1.2.1 The number of Employees who worked on the Jobsite during the previous month or quarter.

7.1.2.2 The number of Employees subjected to random testing during the previous month or quarter.

7.1.2.3 The number of negative results and the number of positive results.

7.1.2.4 Action taken by the Contractor or Subcontractor on an Employee who failed or tested positive to a random test.

7.1.3 Test results must be kept by a Contractor or Subcontractor for a minimum of 1 year subsequent to the date of close out of the Public Works project.

7.1.4 Any Positive Test Result of an Employee working on a Public Works Jobsite including the Employee name and action taken in response by a Contractor or Subcontractor must be reported by the Contractor or Subcontractor to the Owner in writing within 24 hours of the Contractor or Subcontractor receiving the test results.

7.1.5 The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor or Subcontractor's offices or by other means to make the data available for inspection by the Owner.

7.1.6 The failure to comply with these reporting requirements may be considered a material breach of any agreement relating to the performance of work by the Contractor or Subcontractor.

21 DE Reg. 503 (12/01/17)

8.0 Penalties

8.1 A Contractor or Subcontractor on a Large Public Works contract that fails to implement a Mandatory Drug Testing Program in accordance with this regulation or falsifies testing results shall be subject to the following sanctions:

8.1.1 Written warning (1st offense).

8.1.2 Prohibition from bidding on new public works jobs for a period not to exceed three months (2nd offense) and one year (3rd offense).

8.1.3 For subsequent offenses, debarment or bond revocation.

8.2 Notwithstanding any other provision of this regulation, if any failure to comply with the requirements of this regulation are particularly flagrant or egregious, the Owner may seek a termination for cause, a temporary suspension, a determination that the Contractor or Subcontractor is not responsible, debarment or bond revocation, and any other statutory, common law, or equitable remedy.

19 DE Reg. 207 (09/01/15)

21 DE Reg. 503 (12/01/17)

21 DE Reg. 645 (02/01/18)

SECTION 009500

GENERAL AND SPECIAL INSTRUCTIONS

1. CONTRACT REQUIREMENTS:

This contract will be issued to cover the **Furniture** requirements for Claymont Elementary School - Cafeteria Furniture, as noted in this project manual dated **February 19, 2019**.

2. CONTRACT PERIOD:

Each vendor's contract shall be valid for a period from **March 19, 2019** 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 Brandywine 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 Brandywine School District.

6. HOLD HARMLESS:

The successful bidder agrees that it shall indemnify and hold Brandywine 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 Claymont Elementary School.

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 002113 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 sample of the exact 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.

Brandywine 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 Brandywine 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 ABHA Architects which indicates projected delivery dates for each item. This schedule will be updated as the Project progresses and more detailed information becomes available. ABHA Architects 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.
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.
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 012600

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 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 007300: Supplementary Conditions
- B. Section 012900: 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 012900, 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 SECTION

SECTION 012900

PRICE AND 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 013000: Administrative Requirements
- D. Section 017000: 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 013000 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 SECTION

SECTION 013000

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 017000 - 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

SECTION 016000

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 SECTION

SECTION 01700

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 SECTION

SECTION 120000

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 01700 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 SECTION

ITEM: 12' Rectangular Cafeteria Table w/ Bench

ITEM No.: **DN-01**

Manufacturer: KI

Product Name/#: Uniframe Table/UF12BE-PR-29

Dimensions: 56-1/2" x 139-1/2"

Finish: Custom laminate to be selected from Wilsonart.

Upholstery: N/A

Comments:

<u>LOCATION(S)</u>	<u>QUANTITY</u>
CAFETERIA D131	15

TOTAL: 15



NOTE: IMAGE IS FOR REFERENCE ONLY, AND MAY NOT ACCURATELY DEPICT FINISHES ETC. REFER TO SPECIFICATION FOR DETAILS.

ITEM: 60" Diameter Cafeteria Table

ITEM No.: **DN-02**

Manufacturer: KI

Product Name/#: Uniframe Table/UFRD5SB-PR-29

Dimensions: 81" Diameter x 29"H

Finish: Custom laminate to be selected from Wilsonart.

Upholstery: N/A

Comments:

<u>LOCATION(S)</u>	<u>QUANTITY</u>
CAFETERIA D131	13

TOTAL: 13



NOTE: IMAGE IS FOR REFERENCE ONLY, AND MAY NOT ACCURATELY DEPICT FINISHES ETC. REFER TO SPECIFICATION FOR DETAILS.

ITEM: 60" Diameter Cafeteria Table

ITEM No.: **DN-03**

Manufacturer: KI

Product Name/#: Uniframe Table/UFRD6-PR-29

Dimensions: 72" Diameter, 29"H

Finish: Custom laminate to be selected from Wilsonart.

Upholstery: N/A

Comments:

<u>LOCATION(S)</u>	<u>QUANTITY</u>
CAFETERIA D131	2

TOTAL: 2



NOTE: IMAGE IS FOR REFERENCE ONLY, AND MAY NOT ACCURATELY DEPICT FINISHES ETC. REFER TO SPECIFICATION FOR DETAILS.

ITEM: 18" 4-leg polypropylene chair

ITEM No.: **DN-04**

Manufacturer: KI

Product Name/#: Intellect Wave Chair/IW418/NG

Dimensions: 18" Seat Height

Finish: To be selected from manufacturer's standards.

Upholstery: N/A

Comments:

<u>LOCATION(S)</u>	<u>QUANTITY</u>
CAFETERIA D131	16

TOTAL: 16



NOTE: IMAGE IS FOR REFERENCE ONLY, AND MAY NOT ACCURATELY DEPICT FINISHES ETC. REFER TO SPECIFICATION FOR DETAILS.

ITEM: Task Chair

ITEM No.: **DN-05**

Manufacturer: Hon

Product Name/#: Ignition Low Back Task Chair/HITL1-A-S-M-SB

Dimensions: 18" Seat Height

Finish: To be selected from manufacturer's standards.

Upholstery: To be selected from manufacturer's Grade 1 standards.

Comments:

<u>LOCATION(S)</u>	<u>QUANTITY</u>
OFFICE D138	1

TOTAL: 1



NOTE: IMAGE IS FOR REFERENCE ONLY, AND MAY NOT ACCURATELY DEPICT FINISHES ETC. REFER TO SPECIFICATION FOR DETAILS.

ITEM: Desk Shell

ITEM No.: **DN-06**

Manufacturer: Hon

Product Name/#: 38000 Series/H38931

Dimensions: 48"W x 30"D x 29-1/2"

Finish: To be selected from manufacturer's standards.

Upholstery: N/A

Comments:

<u>LOCATION(S)</u>	<u>QUANTITY</u>
OFFICE D138	1

TOTAL: 1



NOTE: IMAGE IS FOR REFERENCE ONLY, AND MAY NOT ACCURATELY DEPICT FINISHES ETC. REFER TO SPECIFICATION FOR DETAILS.

ITEM: Four Drawer Lateral File

ITEM No.: **DN-07**

Manufacturer: Hon

Product Name/#: Brigade Series/H874

Dimensions: 30"W x 18"D x 52-1/2"H

Finish: To be selected from manufacturer's standards.

Upholstery: N/A

Comments:

<u>LOCATION(S)</u>	<u>QUANTITY</u>
OFFICE D138	1

TOTAL: 1



NOTE: IMAGE IS FOR REFERENCE ONLY, AND MAY NOT ACCURATELY DEPICT FINISHES ETC. REFER TO SPECIFICATION FOR DETAILS.

ITEM: Cafeteria Table w/ Attached Hard Plastic Stools

ITEM No.: **DN-08**

Manufacturer: KI

Product Name/#: Uniframe/UF106/CX-PR-29

Dimensions: 60-1/2"D x 139-1/2"W x 29"H

Finish: Custom laminate to be selected from Wilsonart.

Upholstery: N/A

Comments: 12 stools

<u>LOCATION(S)</u>	<u>QUANTITY</u>
CAFETERIA	2

TOTAL: 2



NOTE: IMAGE IS FOR REFERENCE ONLY, AND MAY NOT ACCURATELY DEPICT FINISHES ETC. REFER TO SPECIFICATION FOR DETAILS.