PROJECT MANUAL

FOR

Capital School District

THE NEW DOVER HIGH SCHOOL SIGNAGE

CAPITAL SCHOOL DISTRICT **Owner**
198 Commerce Way
Dover, DE 19904

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

ABHA PROJECT NUMBER: 1012

DATE: May 16, 2014

VOLUME 1 OF 1

ABHA architects
abhagen@ABHA.com
www.ABHA.com

CAPITAL SCHOOL DISTRICT
THE NEW DOVER HIGH SCHOOL – SIGNAGE
1012

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DOCUMENT 000300
ADVERTISEMENT FOR BIDS

Public notice is hereby given that sealed Bids for:

SIGNAGE – DELIVER AND INSTALL – THE NEW DOVER HIGH SCHOOL – CAPITAL SCHOOL DISTRICT

will be received in the District Office, 198 Commerce Way, Dover, DE 19904, until 3:00 PM, local time, on Friday, May 30, 2014, at which time they will be publicly opened and read.

Documents may be reviewed at the office of the Architect, ABHA Architects, 1621 N. Lincoln Street, Wilmington, DE 19806.

Time and place for opening of bids may be extended from that described above on not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

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

Stephanie Forman
ABHA Architects
(302) 658-6426
FAX (302) 658-8431
Email: sforman@abha.com

END OF DOCUMENT

SECTION 00100

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

A. This contract includes delivery, set up, and installation of athletic equipment specified.

1.02 DEFINITION OF TERMS

A. Owner: Capital School District
198 Commerce Way
Dover, DE 19904

B. Architect: ABHA Architects.
1621 N. Lincoln Street
Wilmington, Delaware 19806

C. Vendor: An individual, partnership or corporation who contracts with the Owner to perform the work included in these Contract Documents.

D. Sub-Vendor: An individual, partnership or corporation which has a direct contract with a vendor to furnish labor at the jobsite, or to perform construction labor and furnish material in connection with such labor at the job site.

E. Bidding Documents: The Advertisement for Bids, Invitation or Notification for pre-qualified bidders, Instructions to Bidders, the Bid Form, other sample bidding and contract forms and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

F. 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*

G. Addenda: Written or graphic instruments issued by the Architect prior to the execution of the contract which modify or interpret the Bidding Documents by addition, deletion, clarification or correction.

H. Bid: A complete and properly signed proposal to perform work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.

I. Base Bid: The sum stated in the Bid for which the Bidder offers to perform the work described as the base bid, to which work may be added or deducted for sums stated in alternate Bids, (if any are required to be stated in the Bid).

J. Unit Price: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials or services as described in the Contract Documents.

K. Bidder: One who submits a Bid for a contract with the Owner for the work described in the Contract Documents.

L. Sub-Bidder: One who submits a Bid to a Bidder for materials or labor, or both, for a portion of the work.

1.03 BIDDERS' REPRESENTATION

A. Each Bidder by making his bid represents that he has read and understands the Bidding Documents; that the information contained therein is complete in all respects, and his Bid is made in accordance therewith; that he has visited the site and 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; or on equal materials, systems and equipment as required by the Bidding Documents without exceptions.

B. BIDDING DOCUMENTS

1. Supplementary Conditions: Refer to Section 00800: Supplementary Conditions and Section 00950: General and Special Instructions. Additional project specific instructions are included in this section.
2. General:
   a. Refer to Advertisement for Bids for information concerning locations where Bidding Documents may be seen or obtained and under what conditions.
   b. Bidder is responsible for/required to:
      1) View complete and current set of documents
      2) Bid on the basis of complete set of documents
   c. To view the most current documents, including addenda, go to:
      1) http://bids.delaware.gov
   d. For convenience, the specifications have been separated into Sections, but such arrangement does not relieve the Contractor 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. Interpretation of Bidding Documents:
   a. Bidders shall notify the Architect promptly of any ambiguity, inconsistency, error, or insufficiency that they may discover upon examination of the bidding documents or of the site and local conditions.
   b. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect to reach him at least seven calendar days prior to the date for receipt of bids.
   c. Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding and bidders shall not rely upon such interpretations, corrections and changes.
   d. Oral answers will not be issued nor will they be binding.

1.04 SUBSTITUTIONS AND PRODUCT OPTIONS

a. Bidders desiring to receive consideration of substitution requests prior to the bid date must make substitution requests in writing, 7 calendar days prior to bid due date. Approved substitutions, revisions to bid documents and responses to bidders questions will be issued by written Addenda two working days prior to the bid due date. Due to time restrictions, Architect may approve product prior to examining product sample, based on product data.
b. Bidders making substitutions as part of their bid must indicate the proposed manufacturer on the Bid Form. Upon reviewing physical sample,

bids may be rejected if the Owner and Architect determine that the substituted items are not equal to the specified item.

c. The Architect shall have no obligation to consider any substitutions after the Contract award.

1.05 ADDENDA

A. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

B. No Addenda will be issued later than TWO working days prior to the date for receipt of Bids.

C. Each Bidder shall ascertain prior to submitting his Bid that he has received all addenda issued, and he shall acknowledge their receipt in his Bid in the appropriate space.

1.06 BIDDING PROCEDURE

A. Bid Forms and Attachments:

1. Submit the Bids on the Bidder's letterhead in the format of Section 00300 - Bid Form and attachments bound herein.
2. Submit one original and one legible copy of the Bid Form for each Bid.
   a. Fill in all blanks on the Bid Form legibly.
   b. Include Business License Numbers and Federal Employer Identification Number on the appropriate space on the Bid Form.
   c. If the vendor does not have the above Business License/s, evidence of initiating the process of applying for a license shall be provided at the Owner's request.
3. Where so indicated by the makeup of the Bid Form, express sums in both words and figures. In case of discrepancy between the two, the amount in words shall prevail.
4. Any interlineation, alteration or erasure must be initialed by the signer of the Bid.
5. Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
6. Each copy of Bid shall include the legal name of Bidder and indicate whether Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
   a. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.

1.07 BID SECURITY

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

1.08 NON-COLLUSION STATEMENT

A. Bidder shall complete Non-Collusion Statement and attach it to his bid.

1.09 SUBMISSION OF BIDS

A. Enclose the Bid 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, 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.

B. 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 returned unopened.

C. Bidder assumes full responsibility for timely delivery at location designated for receipt of Bids.

D. Oral, electronic or faxed, telegraphic Bids are invalid and will not receive consideration.

1.10 MODIFICATION OR WITHDRAWAL OF BID

A. 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 of Bids, and Bidder so agrees in submitting his Bid.

B. Telegraphic/faxed/electronic modifications received before time and date for receipt of Bids will not be accepted.

C. Bids may be withdrawn in person up until the time and date they are scheduled to be received.

1.11 CONSIDERATION OF BIDS

A. Receipt: Bids received before the time stated in the Advertisement will be opened publicly promptly after the stated time. They will be read aloud only to reveal the names of Bidders submitting proposals.

B. Acceptance and Rejection:
   1. The Owner shall have the right to accept any Bid or to reject any or all Bids, in whole or in part, and in particular to reject any bid in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any Bid received.
   2. If an award is made, it is the intention of the Owner to make the award to the low Bidder if his Bid is responsive to the bidding requirements and does not exceed the funds available.

C. Lowest Bid: Lowest Bid may be determined either by individual item or by group. Owner reserves the right to enter into contracts with multiple vendors.

1.12 PERFORMANCE AND PAYMENT BONDS

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

FORM OF OWNER/VENDOR AGREEMENT (CONTRACT)

B. 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*

1.13 BIDDERS' MEETING

A. A prebid meeting will not be required for this contract.

1.14 SCHEDULE

A. Schedule shall be as follows:
   1. All Sign Types – Installation may start immediately and must be completed by July 31, 2014.
   2. Coordinate areas of work and related schedule with the Construction Manager.

B. Provide Owner with complete delivery schedule upon award of contract and coordinate with Construction Manager and Owner on site as required.

1.15 JOINT VENTURE REQUIREMENTS

A. 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. 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.

B. 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.

C. Both Joint Venturers shall include their Federal E.I. Number with the bid.

D. Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

END OF SECTION

DOCUMENT 003000
BID FORM

For Capital School District Bids Due:

_____

To: Capital School District
198 Commerce Way
Dover, DE 19904

For: The New Dover High School
School Signage
1650 Forrest Avenue
Dover, DE 19904

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 **May 16, 2014** 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.

I / We acknowledge our bid for Sign Type A is based on using Prevailing Wage Rates.

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 00100 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 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 (FULL BID PRICE)
SIGNAGE COST, DELIVERED AND INSTALLED: $_____

_____**DOLLARS**
Written Cost

ALL SIGN TYPES:

SIGNAGE 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 _____ 2014

My Commission expires _____ NOTARY PUBLIC _____

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

Bid Tabulation Sheets follow

New Dover High School
Signage

Sign Type	Description	Quantity Reqd.	Basis of Bid Manuf.	Installed Price Total	Unit Price	Lead Time
Type A	Exterior - Monument Sign w/ Message Centers	1				
Type B1	Exterior - Entrance Signs - North Canopy	1				
Type B2	Exterior - Entrance Signs - South Canopy	1				
Type C	Exterior - Small Directional Signs	8				
Type C7	Exterior - Large Directional Sign	1				
Type D	Exterior - Field House Logo	1				
Type E	Exterior - Mesh Bleacher Banner	1				
Type F	Interior - ADA Room Signs - Small	712				
Type G1	Interior - ADA Room Signs - Large (Toilet/Stair/Elevator)	45				
Type G2	Interior - ADA Room Signs - Large (Feature Room)	46				
Type H	Interior - Directional Signage - Details	14				
Type I	Interior - Main Office - Logo Sign	1				
Type J	Interior - Main Street - Dimensional Copy - Schedule/Details	18				
Type K	Interior - Main Street - Ceiling Banners	28				
Type L	Interior - Main Street - Wall Plaques	12				
Type M	Interior - Gymnasium - Dimensional Copy	2				
Type N	Interior - Gymnasium - Senator Logo	1				
Type O	Interior - Gymnasium - "D" Logo	1				
Type P	Interior - Gymnasium - Athlete Banner	10				
Type Q	Interior - Gymnasium - State Champ Wall Plaques	40				
Type R	Interior - Gymnasium - Conference Champ Banners	13				
Type S	Interior - Gymnasium - Conference Member Banners	2-sets				
Type T	Interior - Gymnasium - Scoreboard Banners	2				
Type U	Interior - Auxiliary Gym - Banners	4				

DOCUMENT 007000

GENERAL CONDITIONS

PART 1 - GENERAL

1.01 SUMMARY

A. 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

DOCUMENT 008000

SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

A. 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 009500
GENERAL AND SPECIAL INSTRUCTIONS

GENERAL INSTRUCTIONS TO BIDDERS

THE GENERAL RULES AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A PART OF EACH CONTRACT OR PURCHASE ORDER. BEFORE SUBMITTING ITS BID, THE BIDDER MUST REVIEW ALL INSTRUCTIONS AND SPECIFICATIONS. A BIDDER'S MISINTERPRETATION OR IGNORANCE OF SUCH INSTRUCTIONS OR SPECIFICATIONS WILL NOT EXCUSE THE BIDDER FROM COMPLYING WITH THE INSTRUCTIONS AND SPECIFICATIONS. THE BIDDER MUST ALSO REVIEW APPLICABLE STATE LAWS. IF THESE INSTRUCTIONS OR THE BID SPECIFICATIONS ARE INCONSISTENT WITH STATE LAW, STATE LAW SHALL CONTROL.

NOTE: "District" refers to the **Capital School District** .

1. BID PROPOSALS
   Use the enclosed Proposal Form in submitting a Bid Proposal. The Bid Proposal must be dated and signed by an authorized representative of the bidder. Refer to Section 001000, INSTRUCTIONS TO BIDDERS, for additional information.

2. "RFP" - REQUESTS FOR PROPOSALS : N/A

3. PRE-BID MEETINGS: Waived

4. DELIVERY OF BID PROPOSALS
   Sealed Bid Proposal must be received at the **address listed in the Advertisement for Bid notice**, prior to the time set for the Bid Opening. It is the responsibility of the Bidder to make certain that the Bid Proposal is in the location designated above prior to the time set for the Bid Opening. The District accepts no responsibility for any bid entrusted to the United States Postal Service, or any other delivery service or company. Bid Proposals not received in the designated location by the time set for the Bid Opening will not be considered.

5. BID OPENING
   Bids will be publicly opened at the designated location at the time designated in the Advertisement for Bids. The purpose of the opening is to reveal the names of those bidders submitting proposals. The opening is not to serve as a forum for determining the responsiveness of each bid, or the apparent low bidder. The aggregate amount of each bid shall be disclosed. Additional information shall be disclosed at the discretion of the District.

6. POLICY AND PROCEDURE FOR THE EXAMINATION AND COPYING OF PUBLIC RECORDS
   Title 29 § 10003 Delaware Code Freedom of Information Act
   (a) All public records shall be open to inspection and copying by any citizen of the State during regular business hours by the custodian of the records for the appropriate public body. Reasonable access to and reasonable facilities for copying of these records shall not be denied to any citizen. If the record is in active use or in storage and, therefore, not available at the time a citizen requests access, the custodian shall so inform the citizen and make an appointment for said citizen to examine such records as expediently as they may be made available. Any reasonable expense involved in the copying of such records shall be levied as a charge on the citizen requesting such copy.
   (b) It shall be the responsibility of the public body to establish rules and regulations regarding access to public records as well as fees charged for copying of such records. (60 Del. Laws, c. 641 § 1.)

   A. Examination of Contract File
   Any citizen of the State or bidder may review the contract file only after making an appointment to do so with the Capital School District. Requests to review the records during an unannounced office visit may be denied if department personnel are busy, or if the file is in

active use. Trade secrets and commercial or financial information of a privileged or confidential nature shall not be deemed public.

B. Requests for Bid Tabulations
Copies of a bid tabulation may be obtained from the Capital School District either by mail after receipt of a written request and a self-addressed and stamped envelope, or by making an appointment to pick up copies that will be left at the Receptionist's desk. Bid tabulation and/or contract information other than the name of the successful bidder will not be given out over the telephone. Requests for bid tabulations during an unannounced office visit may be denied if work flow of department personnel will be disrupted.

C. Copying Fees
The Capital School District reserves the right to charge a reasonable fee for the copying of any public record. Such charges must be paid to the Capital School District prior to receiving the copies.

7. STATUS OF PROPOSALS

A. Unless otherwise stated in the Special Instructions or on the Proposal Form, the Proposal submitted by bidders shall be binding for a period of 60 days from the date the bids are opened. Requests for Proposals shall be binding for a period of 90 days.

B. Bids may be withdrawn up to the time of the bid opening upon request of the bidder. Such a request must be in writing and received by the Capital School District prior to the time stated for the bid opening. Timely requests submitted by facsimile or telegram will be honored.

C. Waiver - The District reserves the right to waive any failure to conform to the instructions or specifications if the waiver: (1) does not involve a mandatory statutory requirement; (2) does not provide a competitive advantage to one or more bidders; and (3) is in the best interest of the District.

D. Bidders may take exception to the terms and conditions of the instructions and/or specifications. Exceptions must be submitted prior to the opening of bids. Exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders will be rejected. The bid of a bidder taking exception may be rejected if the District rejects the exception.

8. AWARDING OF BIDS

A. The District 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 District to be in its best interest.

B. The District reserves the right to award the bid to 2 or more firms if the advertisement for bids notifies bidders of the right of the District to make such an award and the criteria for such an award.

C. The District reserves the right to reject any and all bids, in whole or in part, to make partial awards, to waive any irregularity, to reasonably increase or decrease quantities where estimated quantities are shown or where definite quantities are shown, and may reject any bid which indicates any omission, contains alteration of form or additions not requested or imposes conditions, or where the individual bidder should receive a total award of less than $500.00, or offers alternate items, and make any award which is deemed to be in the best interest of the District.

D. In the event of tie bids, the District will decide which bidder is to be awarded the contract by any criteria of its choice.

E. The contract shall be awarded by the District and it's Board(s) within 60 days after the opening of bids. Failure to do so shall be cause for rejection of all bids. Responses to Requests for Proposals shall be awarded within 90 days after the opening of Proposals. Failure to do so shall be cause for rejection of all proposals.

9. BID DEPOSIT Waived

10. FORMAL CONTRACT AND/OR PURCHASE ORDER

A. The successful bidder shall execute the formal contract, within twenty (20) days after the award of the contract. No bidder or Vendor is to begin any work until it receives a State of Delaware Purchase Order signed by two authorized representatives of the District, properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.

B. The formal contract or purchase order shall incorporate by reference these General Instructions, as well as the Special Instructions and Specifications and the bidder's Proposal.

11. PERFORMANCE AND PAYMENT BONDS Waived

12. FAILURE TO COMPLY WITH CONTRACT: NEW AWARD: SUPERVISION
If any person entering into a contract under the authority of this chapter neglects or refuses to perform it or fails to comply with the terms thereof, the District will terminate the contract and proceed to award a new contract in accordance with the provisions of Chapter 69, Title 29 of the Delaware Code, or may require the surety on the performance bond to complete the contract in accordance with the terms of the performance bond.

Should a contractor/supplier fail to perform under the conditions of this contract, the District reserves the right to purchase the item or items on the open market and charge to the contractor/supplier or deduct from any monies owed the contractor/supplier, the difference between the bid price and the purchase price. However, no such action will be taken without first notifying the contractor/supplier by certified letter and giving him reasonable time to reply, but in no event longer than 10 days from the mailing of the certified letter. Failure to supply items as bid may be cause for removal of a bidder from our vendor bid list.

13. CONTRACT FOR PUBLIC BUILDINGS: LISTING SUBCONTRACTORS: BIDDER AS SUBCONTRACTOR: SUBSTITUTION OF SUBCONTRACTORS: PENALTIES: SUBCONTRACTING LIMITATION N/A

14. WAGE PROVISIONS IN PUBLIC CONSTRUCTION CONTRACTS FAILURE TO PAY PREVAILING WAGE RATES: PENALTY As determined by Delaware Department of Labor

15. PREFERENCE FOR DELAWARE LABOR: STIPULATION IN CONTRACT
In the construction of all public works for the State or any political subdivision thereof, or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics, shall be given to bona fide legal citizens of the State, who have established citizenship by residence of at least ninety days in the State. Any person, company or corporation who violates the provisions of this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

16. NON-DISCRIMINATION
In performing this work the successful bidder agrees to the following:
A. The successful bidder will not discriminate against any employee or application for employment because of race, creed, color, sex, national origin, age or disability. The vendor 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, national origin, age or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
B. The successful bidder will, in all solicitations or advertisements for employees place by or on behalf of himself, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age or disability.

17. EQUAL OPPORTUNITY EMPLOYER
The School District is an equal opportunity employer and does not discriminate or deny services on the basis of race, color, creed, national origin, sex, disability, or age.

18. INSURANCE - LIABILITY
The successful bidder shall maintain, at its expense, the following insurance:

A. Public Liability and Automobile Liability Insurance
1. The policy is to be provided for both the owner and the contractor.
2. Minimum coverage for bodily injury shall be $500,000 for any one individual and $1,000,000 for any one accident.
3. Minimum coverage for property damage shall be $500,000 for any one accident.
4. Policies shall include completed operations, owners and contractors Protective Liability and Contractual Liability coverage, including protection against claims arising out of the activities of subcontractors in the same minimum amounts stated above.
5. If the project involves excavations, deep trenching, or blasting, endorsements to the

policy should be obtained to cover these hazards.

6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

B. Builders Risk Policy

1. The builders risk policy shall be an all risk coverage policy.
2. The policy shall be in the name of the owner and prime contractor, jointly, "as their interests may appear."
3. On new construction or complete additions, the policy will be carried on a completed value basis.
4. On renovation projects, the policy will be covered by either an installation floater or a separate policy of sufficient dollar amount to fully cover the cost of the materials stored.
5. If it is your policy to pay for material not stored on the site, either a separate certificate of insurance must be issued or a rider must be added to the existing builders risk policy. The amount of coverage must be sufficient to cover all materials stored off the site.
6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

C. Worker's Compensation Including Employee's Liability

1. Minimum limit on Employee's Liability to be $100,000 minimum limit for all employees working at one site.
2. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

19. LICENSES, FEES, PERMITS, TAXES, AND STATE LAWS as applicable

In the performance of this Contract the successful Bidder is required to comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations. The cost of permits, insurance, taxes, and other relevant costs required in the performance of the Contract shall be borne by the successful Bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The vendor shall furnish upon request any or all of the referenced items.

20. WAGE SCALE – PREVAILING WAGE RATE – Applicable to **Sign Type A ONLY** as noted on drawings. Applicable wage rate is attached at the end of this section. Prevailing wage scales are not applicable to other signage items.

21. PATENTS, TRADEMARKS, AND COPYRIGHTS

The supplier shall hold free of any liability, the School District and the officers and employees, of any costs or expenses arising from patent, trademark or copyright infringement incurred by use of any item supplied or process used in performance of this Contract.

22. COVENANT AGAINST CONTINGENT FEES

The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement of understanding for a commission or percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warrantee the School District shall have the right to annul the Contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fees.

23. TAXES - EXEMPT

Since the School District is exempt, prices quoted shall not include Federal taxes or State of Local taxes. Tax Exemption number is 51-6000279.

24. TRADE DISCOUNTS

All prices offered must be lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless; (1) Specifically requested in that manner; (2) A copy of the referenced price list accompanies the bid.

25. COMMERCIAL WARRANTEE AND GUARANTEE CERTIFICATE

The supplier agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the supplier gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clauses of the Contract. A final payment for performance shall not relieve the

successful bidder of responsibility for faulty materials or workmanship.

26. INTERPRETATION OF SPECIFICATIONS
Should any bidder be in doubt as to the intention and meaning of the specifications, he may make inquiry to the Architect. Questions received less than seven (7) working days before the opening of bids may not be considered. All questions in order to be considered must be submitted in writing.

27. EXAMINATION OF SITE AND OTHER CONDITIONS BEARING ON THIS WORK
Before submitting proposal, bidders shall fully inform themselves of the nature of the work by personal examination of the site, and by such means as they consider necessary, as to matters, conditions, or considerations bearing on or in any way affecting the preparation of their proposal. A bidder shall not at any time after the submission of his proposal claim that there is any misunderstanding in regard to the location, extent, or nature of the work to be performed. No claims for any extra will be allowed because of alleged impossibilities in the production of the results specified, or because of inadequate or improper plans or specifications, and whenever a result is required, the successful bidder shall furnish any and all extras and make any changes needed to produce, to the satisfaction of the District, the required results at no expense to the District.

Failure of the bidder to thoroughly understand all aspects of the solicitation before submitting their bid shall not be sufficient cause to permit withdrawal of its bid nor secure relief on pleas of error after the contract is awarded.

28. BRAND NAMES AND APPROVED EQUAL
A. Where a particular manufacturer or several manufacturers, brands or models are referenced, it is to be interpreted as indicating the type or quality of material, and shall be interpreted to include an "approved equal". Bids may be considered on models or brands or products of manufacturers other than those specified if the items being substituted were approved by the designee of the District.
B. Where a manufacturer, brand, or model is referenced in the bid specifications, the absence of a reference to a different manufacturer, brand, or model in the bidder's proposal shall be interpreted as a bid on the manufacturer, brand, or model specified. Where several manufacturers or models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand they are offering, the Designee of the District shall have the right to select any brand or model referenced.
Only one bid per item will be considered. If a vendor submits more than one bid on an item, none of the vendor's bids on that item will be considered.
C. The Board of Education of the District shall be the sole judge as to whether or not items submitted meet specifications or whether or not items being bid are equal. Any attempt to "resell" or disqualify other supplies while the proposals are being analyzed may be reason for your bid to be disqualified.
D. All items furnished under the Contract must be new and unused, latest models (unless otherwise specified) and free from all defects. The foregoing excepts exchange, normal "rebuilt" items, where specified.

29. SAMPLES AND DESCRIPTIVE LITERATURE
A. When requesting approval to bid models, brands or products of manufacturers other than those specified, such a request must made be seven (7) days prior to the time of the bid opening, and accompanied by catalog cuts and/or detailed specifications. The District may also request bidders to submit samples for examination and appraisal.
B. Requested samples shall be submitted at no cost to the District and may be required by the District either prior to, at the time of the bid opening, or within ten calendar days following the request. Time of submission of samples shall be specified in the specifications. Samples shall be specified in the specifications. Samples not provided as requested, will be reason to reject the bid for that item. All such samples shall be identified as to the supplier, model number, bid item number and other information that may be required; these samples will be returned after evaluation. Suppliers shall have the responsibility of picking up their samples within two weeks after notification. Samples not removed after two weeks will automatically become the property of the District at no charge.

30. RESPONSIBILITY FOR DAMAGE AND CARE OF SCHOOL PROPERTY
The Supplier in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by him, his subcontractors or employees, or other persons engaged in the performance of the Contract.

Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.

Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which he, or anyone working under his direction is responsible.

31. SUPPLIER CLEAN-UP
All debris resulting from the supplier's delivery and installation shall be disposed of entirely by the supplier in an efficient and expeditious manner as required and directed by the District Designee. The successful bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work. District-owned trash receptacles are not to be used by the vendor without prior approval.

32. STORAGE OF MATERIALS
Every effort shall be made by the successful bidder to schedule delivery of materials so that a minimum of storage space is required. The successful bidder shall not encumber the premises with his materials and shall store all materials in a place designated by the Capital School District or its representative. The District will not be responsible for any damage to or theft of tools or materials used in this work.

33. UNPACKING AND ASSEMBLING
All work described in the specifications regarding unpacking, assembling, and placement of all movable athletic equipment and/or equipment must be completed within five (5) days after athletic equipment and/or equipment is received on the site unless prior approval is received.
Any bidder failing to unpack and assemble knockdown equipment and athletic equipment will be charged (deduction will be made from billing) a fee to cover the District's cost of unpacking and assembling.

34. SERVICE
Each bidder may be required to submit a signed statement to the effect he can furnish service by factory trained personnel Monday to Friday during the hours of 8:00 a.m. - 4:00 p.m.

35. SCHEDULE FOR PERFORMANCE OF WORK
All work described in these specifications must be completed with reasonable promptness. The District shall be the sole judge of what is "reasonably prompt" under the circumstances. If the successful bidder does not begin the work in a reasonable amount of time, it will be notified that if it fails to initiate the work promptly, the contract may be terminated and the District will forthwith proceed to collect for nonperformance of the work.

36. ORDERING
All items or services to be furnished under the Contract will be ordered by the issuance of a Purchase Order signed by two authorized representatives of the District. This document must be in the hands of the successful bidder prior to any work commencing on the Contract.

37. DELIVERY, INSPECTION, ACCEPTANCE, AND PACKAGING
   A. All supplies, materials, equipment, goods, and services are to be delivered postpaid to the location or locations indicated on the Proposal Form, Specifications, or Purchase Order. No labor will be provided to help unload any product under Contract.
   B. The delivery of goods or items furnished under the terms of the Contract shall not be considered as acceptance thereof until the goods are inspected. The District shall have a reasonable opportunity to inspect. If, for example, goods are delivered on August 1, the District may not have a reasonable opportunity to inspect such goods until September or October. In all events, shipping invoices or other documents sent with goods shall not be controlling with respect to the timing of inspection. The inspection and test by the District of any supplies or lots thereof does not relieve the supplier from any responsibility regarding defects or other failure to meet the Contract requirements, which may be discovered subsequent to delivery. Except as otherwise provided in the Contract, acceptance shall be conclusive except as regards to Patent defects, fraud, or such gross mistakes as amount to fraud.
   C. Any item to be supplied as a result of this Contract shall be subject to inspection and test by the Ordering Office, to the extent practicable, at all times and places including the period of manufacture and in any event prior to acceptance.
   D. In case any item or lots of items are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Ordering Office shall have

the right to either reject them (with or without instructions as to their disposition) or to require their correction. Items or lots of items which have been rejected or required to be corrected shall be removed or, if required by the Ordering Office as they may deem appropriate, corrected in place by and at the expense of the supplier promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the supplier fails to promptly remove such items or lots of items which are required to be removed, or promptly to replace or correct such items or lots of items, the District either (1) may re-contract or otherwise, replace or correct such items and charge the supplier the cost occasioned the District thereby, or (2) may terminate the Contract for default as provided in the clause of the Contract entitled "Failure to comply with Contract".

E. Acceptance or rejection of any items shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject items shall neither relieve the supplier from responsibility for such items as are not in accordance with the Contract requirements nor impose liability on the District therefore.

F. Neither the School District nor other Ordering Office will assume responsibility for damage to any rejected delivery caused by weather, improper warehousing, or mishandling.

G. All outer packs of items delivered under the Contract (except subsistence items delivered to cafeterias) must be marked with the Purchase Order/Contract number and item identification. Failure to provide adequate identifying markings may result in refusal of the delivery.

H. Unless otherwise stated, all prices include delivery and placement within the ship-to-address in that area specified in the Contract or Purchase Order.

I. Collect shipments will not be accepted.

J. All shipments shall be F.O.B. point of destination as indicated in the Proposal or on the Purchase Order.

38. INVOICES

Invoices must be completely identifiable, supported by delivery receipts where specified, and contain the following minimum information:

1. Purchase Order/Contract number.
2. Delivery destination as it appears on the Purchase Order.
3. Contract item number, quantity and description of item billed.
4. Unit price and extended price of each item.
5. Total amount of invoice.
6. Any prompt payment discount offered.

39. INDEMNIFICATION

By submitting a bid, all bidders agree that in the event they are awarded a contract, they will indemnify and otherwise hold harmless the District, its 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 the contract. This agreement to indemnify and hold harmless shall cover all suits, actions, claims or liabilities asserted against the District, its agents and employees, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable to the District or its employees or agents, to the extent that it shall be also determined that the acts, or failure to act are attributable, in whole or in part, to such bidders or its employees or agents.

40. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution by the Board(s) of this contract, the successful bidder hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest 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 Board(s) pursuant to this contract.

41. HAZARDOUS MATERIALS

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 is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation.

Material Safety Data Sheets must be provided directly to each School along with the shipping slips that includes those products.

42. CONTRACT DOCUMENTS

These General Instructions and any Special Instructions, Bid Specifications, Requests for Bid, Bid

Proposal Form, Purchase Order, and Contract shall be a part of and constitute the contract entered into by the District and any successful bidder. In the event there is any discrepancy between any of the foregoing contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Purchase Order, Bid Specifications, Special Instructions, General Instructions, Requests for Bid and Bid Proposal Form.

43. THE CONTRACT

This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.

44. TRANSFER OF BIDS

The District named in this bid and the successful bidder may reach an agreement to make available to any agency or school district in the State the bid prices submitted for this contract. Where such an agreement exists, the District named shall have access to purchase under the contract.

FURNITURE, FIXTURES & EQUIPMENT – DELIVER AND INSTALL – THE NEW DOVER HIGH SCHOOL - CAPITAL SCHOOL DISTRICT

SPECIAL PROVISIONS

1. CONTRACT REQUIREMENTS:
This contract will be issued to cover the **Signage** requirements for **The New Dover High School – Dover, DE,** as noted in this project manual dated **May 16, 2014.**

2. CONTRACT PERIOD:
Each vendor's contract shall be valid for a period from **May 30, 2014** 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 the State. The certificate holder is as follows:
Capital School District
198 Commerce Way
Dover, DE 19904

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 the Capital School District.

6. HOLD HARMLESS:
The successful bidder agrees that it shall indemnify and hold the Capital 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 **The New Dover High School, 1650 Forrest Avenue, Dover, DE 19904.**

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 00100 Instructions to bidders. In the event that there are unforeseen circumstances which delay construction, the signage vendor(s) will be made aware of changes to installation schedule. **The vendor (s) should be prepared to extend installation time as required at no additional expense to Capital School District**.

10. LOADING DOCK ACCESS:
There is limited loading space for conveying signage. Please note that a limited number of trucks at a time can be accommodated on site. Due to this circumstance, scheduling of deliveries is imperative. Please familiarize yourself with the site prior to installation.

11. 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.

Capital 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.

12. 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 the Capital 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.

13. INSTALLATION:
The successful vendor(s) shall be responsible for complete delivery, installation of all components of sigange 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.

14. LEAD TIMES:
For each item, bidders must indicate the delivery lead time after receipt of order.
NOTE: In the event that due to circumstances, signage delivery is not achieved in time, Vendor(s) shall provide acceptable temporary signage to the School for the smooth operation of school program, until signage arrives. This would be provided at no expense to the Owner.

15. MULTIPLE BIDS:
Only one bid may be submitted for each item. Bids will be rejected where there are multiple offers.

16. 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

Wage Rate Sheet follows

PREVAILING WAGE RATE WILL BE PROVIDED IN ADDENDUM #1.

SECTION 012600

CHANGE ORDER 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.

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 008000: 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

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.

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: Submittals

D. Section 017000: Contract Closeout

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 SUBMITTALS, 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

SUBMITTALS

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: Submittals for Contract Closeout.

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 athletic equipment.

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. Make submittals promptly and in such sequence as to cause no delay in the Work or in the work of any other Vendor.

B. Number of submittals as required:
   1. Shop drawings: Submit one electronic copy in pdf format or 1 paper copy. Electronic copy will be returned.
   2. 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.
   3. Samples: Submit one each, if requested. When approved it will be returned to the Vendor to be retained at the site for reference use.

C. 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

MATERIAL AND EQUIPMENT

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 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

CONTRACT CLOSEOUT

PART 1 - GENERAL

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. 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