

**RED CLAY CONSOLIDATED SCHOOL DISTRICT
FACILITIES AND SPECIAL PROJECTS**

VOLUME 1

**SPECIFICATIONS
FOR**

**MAJOR CAPITAL PROGRAM DOOR HARDWARE PRE-
PURCHASE**

**PREPARED
BY**

**STUDIOJAED ARCHITECTS & ENGINEERS
2500 WRANGLE HILL ROAD
BEAR, DE 19701
STUDIOJAED PROJECT #24079**

**ISSUED FOR BIDDING
MAY 22, 2025**

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SECTION 00 01 10

TABLE OF CONTENTS

VOLUME 1 OF 1

A. Specifications for this project are arranged in accordance with the Construction Specification Institute numbering system and format. Section numbering is discontinuous and all numbers not appearing in the Table of Contents are not used for this Project.

B. DOCUMENTS BOUND HEREWITH

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

INTRODUCTORY INFORMATION

00 01 01 – PROJECT TITLE PAGE

00 01 10 – TABLE OF CONTENTS

00 01 15 – LIST OF DRAWING SHEETS

PROCUREMENT REQUIREMENTS

00 11 16 – INVITATION TO BID

00 21 13 – INSTRUCTIONS TO BIDDERS

00 41 13 – BID FORM

00 43 13 – BID BOND

CONTRACTING REQUIREMENTS

00 52 13 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
SAMPLE DOCUMENT AIA A101-2017
SAMPLE DOCUMENT AIA A101-2017 – EXHIBIT A – INSURANCE & BONDS

00 54 13 – SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

00 54 14 – SUPPLEMENT TO A101-2017 – EXHIBIT A – INSURANCE & BONDS

00 61 13.13 – PERFORMANCE BOND

00 61 13.16 – PAYMENT BOND

00 62 76 – APPLICATION AND CERTIFICATE FOR PAYMENT
SAMPLE DOCUMENTS AIA G702-2017 & G703-2017

00 65 01 – CLOSEOUT DOCUMENTS CHECKLIST

00 72 13 – GENERAL CONDITIONS TO THE CONTRACT
SAMPLE DOCUMENT AIA A201-2017

00 73 13 – SUPPLEMENTARY GENERAL CONDITIONS TO THE CONTRACT

00 73 46 – WAGE RATE DETERMINATION SCHEDULE

00 81 13 – GENERAL REQUIREMENTS

00 81 14 – DRUG TESTING FORMS

00 81 15 – AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

DIVISION 01 – GENERAL REQUIREMENTS

- 01 10 00 – SUMMARY
- 01 20 00 – PRICE AND PAYMENT PROCEDURES
- 01 30 00 – ADMINISTRATIVE REQUIREMENTS
- 01 31 00 – PROJECT MANAGEMENT AND COORDINATION
- 01 32 00 – CONSTRUCTION PROGRESS
- 01 33 00 – SUBMITTAL PROCEDURES
- 01 40 00 – QUALITY REQUIREMENTS
- 01 42 16 - DEFINITIONS
- 01 60 00 – PRODUCT REQUIREMENTS
- 01 78 00 – CLOSEOUT SUBMITTALS
- 01 79 00 – DEMONSTRATION AND TRAINING

DIVISION 08 – OPENINGS

- 08 71 00 – DOOR HARDWARE

END OF SECTION

SECTION 00 11 16

INVITATION TO BID

Sealed bids for **Red Clay Consolidated School District Contract No. 2-25-46 – Major Capital Program Door Hardware Pre-Purchase** will be received by the Red Clay Consolidated School District **until 3:00 PM local time on July 16, 2025**, at which time they will be publicly opened and read aloud in the Conference Room at the **Red Clay Consolidate School District Facilities Offices, located at 1798 Limestone Road, Wilmington, DE 19804**. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Sealed bids shall be addressed to the Red Clay Consolidated School District. The outer envelope should clearly indicate: **"RED CLAY CONSOLIDATED SCHOOL DISTRICT – MAJOR CAPITAL PROGRAM DOOR HARDWARE PRE-PURCHASE – SEALED BID - DO NOT OPEN."**

The project involves the pre-purchase of equipment for the forthcoming major capital improvement program. Equipment includes:

- Select Door Hardware Components

A **MANDATORY** Pre-Bid Meeting will be held on June 24, 2025, at 10:30 AM at Red Clay Consolidate School District Facilities Offices, located at 1798 Limestone Road, Wilmington, DE 19804 for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Contract documents may be obtained at Reprographics Center, Inc., 298 Churchmans Road, New Castle, DE 19720, phone (302) 328-5019 upon receipt of \$75.00 per electronic set non-refundable. Checks are to be made payable to "StudioJAED".

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days' notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

END OF SECTION

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. GENERAL
2. BIDDER'S REPRESENTATION
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

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

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

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

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

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

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

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- 1.23 CUSTOM FABRICATION: As defined in 29 Del. C. § 6902, the term "custom fabrication" means the offsite fabrication, assembly, or other production of non-standard goods or materials, including components, fixtures or parts thereof, specifically for a public works project. Such goods and materials shall include those used in the following trades or systems: (1) Plumbing or pipe fitting systems, including heating, ventilating, air-conditioning, refrigeration systems, sheet metal or other duct systems; (2) Electrical systems; (3) Mechanical insulation work; (4) Ornamental iron work; and (5) Commercial signage that does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.

ARTICLE 2: BIDDER'S REPRESENTATION

2.1 PRE-BID MEETING

2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.

2.2 By submitting a Bid, the Bidder represents that:

- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
- 2.3 JOINT VENTURE REQUIREMENTS
- 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.
- 2.4 ASSIGNMENT OF ANTITRUST CLAIMS
- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

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

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

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

3.4 ADDENDA

- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.1.12 Hard copy Bids, in duplicate, must be prepared upon an exact duplicate of the Bid Form included in these Specifications. All amounts shall be submitted in both script and numerals. All signatures shall be in longhand. The Bid Form shall be completed without alterations or erasures. Bidder shall include a sufficient amount in the Bid to cover the cost of any and/or all work called for by any Addenda or other instructions issued during the bidding period. Such work shall automatically become a part of the Contract.

In addition to the hard copy Bids, each Bidder must submit the Bid Form in electronic format. An electronic copy of the Bid Form (**without formulas**), has been provided in the Appendix of the Bidding Documents. The electronic submission of the Bid Form shall be provided by the Bidder in ELECTRONIC FORMAT VIA E-MAIL.

Hard copy Bids will take precedence over the electronic version of the Bid Form in the Bid evaluation and award.

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the Bidder will be using to perform the work and provide material for that subcontractor category. Should the Bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the Bidder shall list that third-tier contractor's full name and address (City & State). **If the Bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the Bidder intends to perform the work themselves, the Bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address

(City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

4.3.2 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

4.5.1 In accordance with Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if **all** of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.6.1 During the performance of this contract, the contractor agrees as follows:

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

conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

- B. The 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, sex, color, sexual orientation, gender identity or national origin."

4.7 PREVAILING WAGE REQUIREMENT

4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, or engaged in custom fabrication work, as that term is defined in Article 1.23 herein and as also as defined in 29 Del. C § 6902 and described in 29 Del. C. § 6960(b), regardless of where the work is performed, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.7.3 As per 29 Del. C. § 6960(b), the scale of the wages to be paid must be posted by the employer in a prominent and easily accessible place at the site of the work. There may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

4.7.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.8 SUBMISSION OF BIDS

4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.8.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

4.8.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.8.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

4.8.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

4.9 MODIFICATION OR WITHDRAW OF BIDS

4.9.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.9.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.9.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.2.6 In determining the successful Bidder, consideration will be given to the base bid, escalation fees and any alternates accepted by the Owner. For purposes of Bid comparison, the Bid

price will be the aggregate price for all specified Products on all Projects, plus any alternates accepted by the Owner, as the Owner may in its sole discretion determine.

5.2.7 In the case of numeric and math extension errors in the Bid Form, precedence will be as follows:

1. Written unit prices will take precedence over numeric unit prices.
2. Unit prices per piece of Products will take precedence over extended prices.

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

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

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

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

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13)a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid. Any public school district and its board shall award public works contracts in accordance with this section's requirements except it shall award the contract within 60 days of the bid opening."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two (2) years after the date of the Certificate of Final Payment.
- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

- 6.2 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.

- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

- 7.2.1 The bonds shall be dated on or after the date of the Contract.

- 7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

- 7.2.3 Within twenty (20) days after the receipt of notice of intent to award of the contract, the Bidder to whom the award is made shall furnish a Performance Bond and Payment Bond, each equal to twenty-five percent (25%) of the aggregate amount of the Contract Price to guarantee the faithful performance of all terms, covenants, and conditions of the same. The Bonds are to be issued by an acceptable bonding company licensed to do business in the State of Delaware and shall be issued in triplicate.

- 7.2.4 The Bonds shall be maintained in full force for a period of thirty (30) months after the last of the Delivery Dates under the Contract. The Performance Bond shall guarantee the Vendor's performance of its obligations under the Contract, including without limitation the obligation to make good any faults or defects in the Products furnished which may develop during the period of said guarantee as a result of improper or defective workmanship, material, or apparatus, whether furnished by the Vendor or his subcontractors. The Payment Bond shall guarantee that the Vendor shall pay in full all persons, firms, or corporations who furnish labor, material, or both labor and materials for, or on account of, the work included herein. The Bonds shall be paid for by this Vendor. The Owner shall have the right to demand proof that the parties signing the Bonds are duly authorized to do so.

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF SECTION

NOT FOR BIDDING

Major Capital Program Door Hardware Pre-Purchase
1798 Limestone Road
Wilmington, DE 19804

BID FORM

For Bids Due: _____ **To:** Red Clay Consolidated School District

(Date) District Administration Building
2916 Duncan Road
Wilmington, Delaware 19808

Name of Bidder: _____

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

(Other License Nos.): _____

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

The undersigned, representing that he has read and understands the Bidding Documents and that this 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 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 for the lump sum itemized below:

Bid breakdown of the Projects within the Program:

1. A.I. DuPont High School \$ _____
2. A.I. DuPont Middle School \$ _____
3. Baltz Elementary School \$ _____
4. Brandywine Springs Elementary School \$ _____
5. Cab Calloway / Wilmington Campus \$ _____
6. Conrad Schools of Science \$ _____
7. Dickinson High School \$ _____
8. Forest Oak Elementary School \$ _____

- 9. H.B. DuPont Middle School \$ _____
- 10. Heritage Elementary School \$ _____
- 11. Johnson / Highlands Elementary School \$ _____
- 12. Lewis Elementary School \$ _____
- 13. Linden Hill Elementary School \$ _____
- 14. McKean High School \$ _____
- 15. Meadowood School \$ _____
- 16. Mote Elementary School \$ _____
- 17. North Star Elementary School \$ _____
- 18. Richardson Park Elementary School \$ _____
- 19. Richey Elementary School \$ _____
- 20. Shortlidge Elementary School \$ _____
- 21. Skyline Middle School \$ _____
- 22. Stanton Middle School \$ _____
- 23. Warner Elementary School \$ _____

Total of All Projects \$ _____

Total of All Projects in Written Form: \$ _____

ALLOWANCES

Not Used

ALTERNATES

Not Used

UNIT PRICES

Not Used

ESCALATION COST

The undersigned agrees that for any Notice to Proceed and Project Purchase Order released between **June 1, 2025 and May 31, 2026** will remain as bid, without adjustment for escalation.

Any Notice to Proceed and Project Purchase Order released after **May 31, 2026** shall be adjusted as follows:

The undersigned agrees that for any **Notice to Proceed and Project Purchase Order** released after **twelve (12)** months from the date of Major Capital Improvement Program Contract signing the material and /or equipment price will remain as bid for any **Notice to Proceed and Project Purchase Order** released after the **twelve (12)** months the price will be calculated as follows:

1. Price Adjustment Schedule

The pricing of equipment and material under this Agreement shall be subject to an annual escalation rate of X% (e.g., 3%-5%) effective on the anniversary date of the Agreement to be calculated as described below. The escalation shall apply to the unit cost of equipment and any associated labor or installation services, unless otherwise specified.

2. Index-Based Adjustment Calculation

The parties agree to adjust pricing annually based on the Producer Price Index (PPI) for Equipment or another mutually agreed industry index as reported by the *Federal Reserve Bank of St. Louis*: <https://fred.stlouisfed.org/>. The annual price adjustment shall be calculated as follows:

- A. The percentage change in the selected index over the prior 12-month period, not to exceed 6%.
- B. If the index shows a negative change, prices shall remain unchanged (no downward adjustment).
- C. The Producer Price Index Values shall be as follows:
 - 1) Generators: PCU335312335312
 - 2) Electrical Panels, Switchgear, and Transformers: WPS117
 - 3) HVAC Equipment: PCU3334133341
 - 4) Door Hardware: WPU10410104
 - 5) Plumbing Equipment: WPU11490205

3. Extraordinary Market Conditions Clause

If during the term of this Agreement, the cost of raw materials essential to HVAC, Electrical Component, Plumbing Component, or Door Hardware manufacturing (such as copper, aluminum, refrigerants, steel, etc.) increases by more than 6% in a single year, the Vendor may request an extraordinary price adjustment. The Vendor must provide verifiable documentation of cost increases, and both parties shall negotiate an equitable adjustment.

4. Renegotiation and Termination Rights

If price escalations exceed 15% over any consecutive two-year period, either party may request a renegotiation of terms. If the parties cannot reach a mutual agreement within 30 days, the Purchaser shall have the right to terminate the Agreement without penalty. The vendor shall continue to honor the current contract until negotiations are completed.

5. Notice Requirement

The Vendor must provide written notice of any proposed price adjustments at least 60 days before the effective date of the adjustment.

**Major Capital Program Door Hardware Pre-Purchase
1798 Limestone Road
Wilmington, DE 19804**

BID FORM

I/We acknowledge Addendums numbered _____ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within _____ calendar days of the Notice to Proceed.

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 the Contract Bonds, and 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: _____
(SEAL) (Authorized Signature)

(Title)
Date: _____

ATTACHMENTS

- Sub-Contractor List
- Non-Collusion Statement
- Affidavit of Employee Drug Testing Program
- Affidavit of Contractor Qualifications
- Bid Security
- Excel Spreadsheets with Equipment Information and Quantities
- (Others as Required by Project Manuals)

Major Capital Program Door Hardware Pre-Purchase
1798 Limestone Road
Wilmington, DE 19804

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor's full name and address (City & State). **If the bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the bidder intends to perform the work themselves, the bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractor's tax-payer ID # or Delaware Business license #</u>
1.	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
2.	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

Major Capital Program Door Hardware Pre-Purchase
1798 Limestone Road
Wilmington, DE 19804

BID FORM (Continued)

3.	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
4.	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
5.	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

NOT FOR BIDDING

**Major Capital Program Door Hardware Pre-Purchase
1798 Limestone Road
Wilmington, DE 19804**

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 *(to the Office of Management and Budget, Division of Facilities Management)*.

All the terms and conditions of Major Capital Program Pre-Purchase Services have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

E-MAIL:

PHONE NUMBER:

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

My Commission expires _____ . NOTARY PUBLIC _____ .

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

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____ NOTARY PUBLIC _____.

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

**Major Capital Program Door Hardware Pre-Purchase
1798 Limestone Road
Wilmington, DE 19804**

**AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS**

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

Contractor Name: _____

Contractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____ NOTARY PUBLIC _____.

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

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

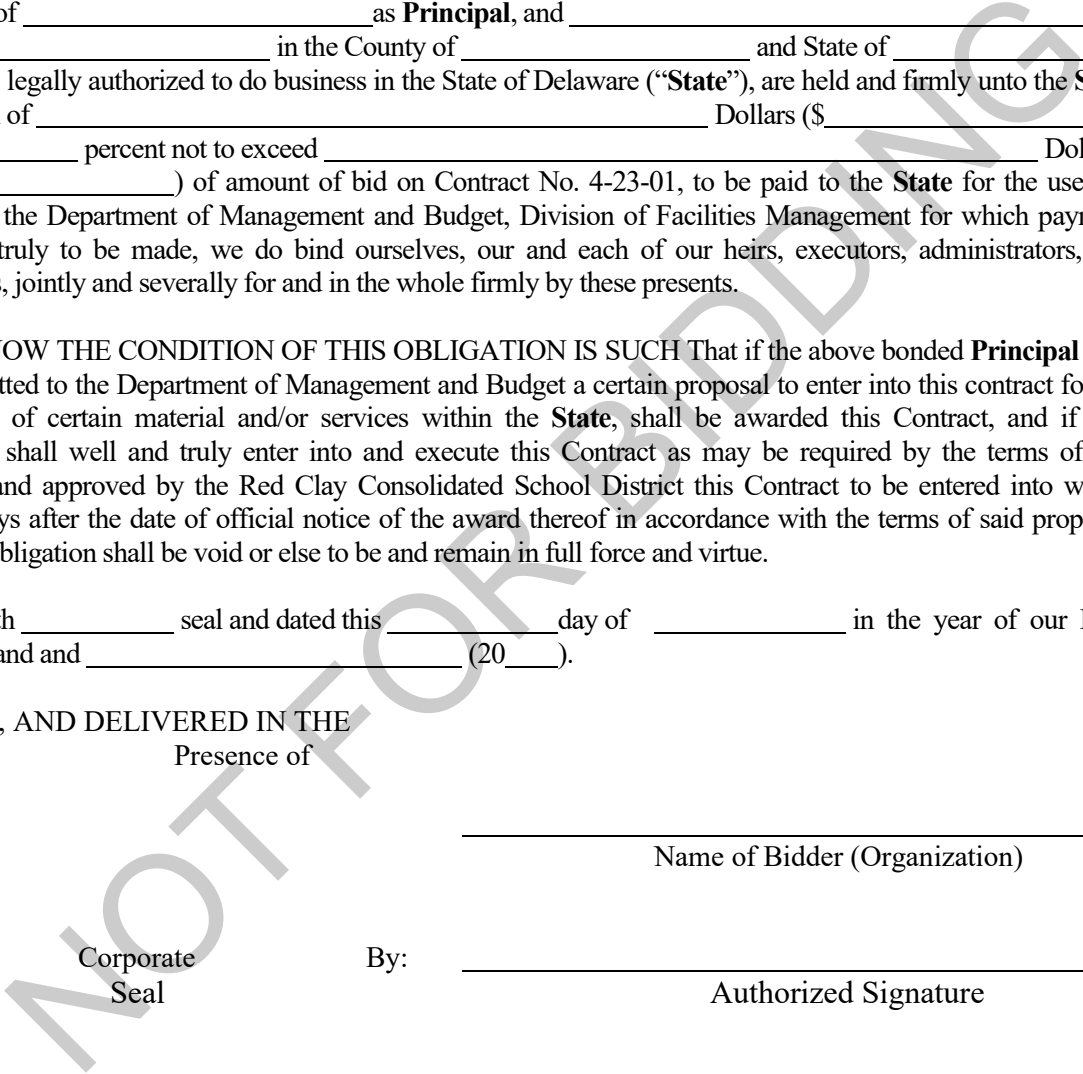
TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
and State of _____ as **Principal**, and _____
of _____ in the County of _____ and State of _____
as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the **State**
in the sum of _____ Dollars (\$ _____),
or _____ percent not to exceed _____ Dollars
(\$ _____) of amount of bid on Contract No. 4-23-01, to be paid to the **State** for the use and
benefit of the Department of Management and Budget, Division of Facilities Management for which payment
well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and
successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
Presence of



Corporate
Seal

By:

Name of Bidder (Organization)

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

SECTION 00 52 13

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

CONTRACT
(Contract No. XXX-XXX)

THIS CONTRACT, executed this ____ day of _____, 2025 by and between the Red Clay Consolidated School District, having offices at 2916 Duncan Road, Wilmington, DE 19808 (hereinafter called "Owner"), and _____, a _____ having offices at _____ (hereinafter called "Vendor").

WHEREAS, the Owner has advertised for proposals as required by law and has awarded Contract No. _____ (hereinafter called the "Contract"), for certain work (hereinafter called the "Work") described below, to the Contractor, who was the lowest responsible bidder.

WHEREAS, Contractor has given Performance and Payment Bonds to the Owner with sufficient surety in the sums determined by said Owner, which bonds are attached hereto; and

WHEREAS, Owner has retained _____, as Architect of Record for the work of this Contract.

NOW, THEREFORE, THIS CONTRACT WITNESSETH: that for, and in consideration of mutual promises, covenants, and agreements made by each of the parties and hereinafter set forth, the parties hereto do covenant, promise and agree as follows:

FIRST: Vendor's Scope of Supply. Vendor and Owner agree that the Vendor's scope of supply under this Contract will be as set forth in Project Purchase Orders issued by the Owner under this Contract. Except to the extent that the Owner has issued a Project Purchase Order, the Owner shall have no liability under this Contract.

SECOND: Time of Commencement and Completion. Vendor agrees to furnish and deliver Products as set forth in each Project Purchase Order in accordance with the Delivery Date(s) and Delivery Schedule set forth therein.

THIRD: Owner's Remedy for Delays. Vendor further agrees that if it shall fail to deliver Products strictly in accordance with the Delivery Schedule and Delivery Dates as set forth in each Project Purchase Order, then the Vendor shall be liable to the Owner for any actual damages incurred by the Owner as a result, and agrees to a deduction from any funds due to the Vendor from the Owner, in the amount of such damages.

FOURTH: Payments to Vendor. The Owner agrees, in consideration of the performance by the Vendor of the scope of supply described in each Project Purchase Order, the corresponding Purchase Order Price as set forth on the face of the Project Purchase Order, payment to be made as set forth in the General Conditions; provided, however, that deductions from or additions to said sum to be paid will be made under the circumstances and upon the basis set forth in the General Conditions.

It is agreed that if quantity of Products to be supplied shall be increased or decreased, additions to or deductions from the corresponding Purchase Order Price shall be made in the manner set forth in the General Conditions and further that the Owner shall have no liability, and Vendor shall have and make no claims for loss of anticipated profits or otherwise, if the quantities of any items of Work actually ordered to be done shall be less than, or entirely omitted from, those set forth in the Bidding Documents, the General Conditions and Specifications.

FIFTH: No Liens. The Vendor will not at any time suffer or permit any lien, attachment or other encumbrance, under any laws of this State or any other State or Commonwealth, or the Federal Government, by any persons whomsoever to be put or remain on the building or premises into or upon which any Work is done or materials are furnished under this Contract, or by reason of any other claim or demand against the Vendor. The Vendor will not put any materials on said building or premises to which he has not obtained absolute title. Until it is removed, any such lien, attachment, or other encumbrance or claims of a third party shall entitle the Owner to withhold payment otherwise owing under or by virtue of this Contract in an amount equal to two times the amount of such lien, attachment, encumbrance or claim, and in the event that same is not removed, Owner may remove the same at the expense, including legal fees, of the Vendor.

SIXTH: Warranty, Remedy of Defects. The Vendor covenants and agrees to remedy without cost to the Owner, any defect in the Products work which may develop within the period of the warranty furnished by the Vendor under the Contract Documents.

SEVENTH: Modifications to Contract. Modifications or changes in this Contract shall not be made except by written instrument, duly authorized by the Owner, as more fully provided in the Conditions.

EIGHTH: Governing Law. The Contract shall be governed as to its construction, interpretation and application, by the laws of the State of Delaware, notwithstanding the applicability of any other laws under the principles of conflicts of laws.

NINTH: Definitions. Terms used in this Contract which are defined in the General Conditions shall have the meanings set forth in the General Conditions.

TENTH: Binding Nature: Assignability. This Contract shall be binding on the parties hereto, their successors and permitted assigns and shall not be assignable except by the written instrument executed by all parties hereto.

ELEVENTH: Contract Documents: Integration. Each and every one of the Contract Documents is hereby incorporated into and made part of this Contract to the same extent as if it was fully set forth herein. The Contract represents the entire agreement of the Owner and the Vendor with respect to the Vendors scope of supply, and supersedes all prior negotiations, representations or agreements, either written or oral.

TWELFTH: Notwithstanding anything contained in any of the Contract Documents to the contrary, (a) all products must be shipped F.O.B. destination to the Project Contractor at the Project Site Location, and (b) all risk of loss or damage to the Products procured under the Contract, or any part thereof, prior to both (i) delivery of such Products to the Project Contractor at the Project Site location and (ii) inspection and written acceptance of such Products by the Project Contractor after delivery to the Project Site Location, shall be borne by the Vendor. Prior to shipment, the Vendor shall contact the Project Contractor to confirm shipping information. Any loss or damage to any such Product incurred at any time prior to both (a) delivery of such Products to the Project Contractor at the Project Site location and (b) inspection and written acceptance of such Products by the Project Contractor after deliver to the Project Site location shall not alleviate the Vendor from the conformance with the terms and conditions of the Contract. Unless the Contract specified otherwise the Vendor shall ship all Products in accordance with the following instructions:

(a) Shipments to the Vendor or its subcontractors must include packing sheets containing the Owner's Contract No., Project Purchase Order No., description and quantity of Products shipped, part number or size, if applicable, and appropriate evidence of inspections. The Vendor shall not include vermiculite or other hazardous substances in any packing included with the Products shipped. Products shipped on the same day must be consolidated on one bill of lading or airbill unless the Owner authorizes otherwise. The total number of shipping containers must be referenced on all shipping documents.

(b) The Vendor shall label each shipping container with the Contract No., the Project Purchase Order No., and the number that each container represents of the total number being shipped (e.g., Box 1 of 2, Box 2 of 2).

(c) The Vendor shall include copies of documentation supporting prepaid freight charges (e.g., carrier invoices or UPS shipping log/manifest), if any, with its invoices.

(d) If the Vendor is unable to comply with the shipping instructions in the Contract, the Vendor shall promptly notify the Owner and the Architect/Engineer of Record.

Thirteenth: Delivery. All Products shall be delivered in good condition, complete and ready for operation or use, and in conformity with all of the requirements of the Contract. The Vendor shall coordinate with the Project Contractor at the Project Site location at 14 days in advance to arrange for receipt, inspection and acceptance of the Products as set forth in Section TWELFTH above.

NOT FOR BIDDING

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year aforesaid written.

RED CLAY CONSOLIDATED SCHOOL DISTRICT

By: _____
Title:

By: _____
Title:

VENDOR (Individual)

Witness:
Name: _____

By: _____
Name:
Address: _____

VENDOR (Partnership)

Witness:
Name: _____

By: _____
Name:
Address: _____

VENDOR (Corporation)

Witness:
Name: _____

By: _____
Name:
Address: _____

(Corporate Seal)

[Sample of Purchase Order Form is available by Request from Red Clay Consolidated School District]

NOT FOR BIDDING

SECTION 00 54 13

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 Delete paragraph 3.1 in its entirety and replace with the following:

"The date of Commencement of the Work shall be a date set forth in a notice to proceed issued by the Owner."

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

"Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment."

5.3 Insert the interest rate of "1% per month not to exceed 12% per annum."

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check the box "Other" – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION or SUSPENSION

7.1.1.1 Delete paragraph 7.1.1.1 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.4 Delete paragraph 8.4 in its entirety and replace with the following:

"The Contractor's representative shall not be changed without ten days written notice to the Owner."

END OF SECTION

SECTION 00 54 14

SUPPLEMENT TO A101-2017 – EXHIBIT A – INSURANCE AND BONDS

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017 Exhibit A Insurance and Bonds. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE A.2 OWNER'S INSURANCE

A.2.1 General

Delete paragraph A.2.1 in its entirety.

A.2.2 Liability Insurance

Delete paragraph A.2.2 in its entirety, except in the case of school projects this paragraph shall remain.

A.2.3 Required Property Insurance

Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance

Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance

Delete paragraph A.2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

A.3.1.1 Strike the last sentence of the paragraph.

A.3.1.3 Additional Insured Obligations

In the first sentence after "coverage to include (1)" delete "(1) the Owner,".

Strike the remainder of the first sentence beginning at the semicolon "; and (2) the Owner" through the end of the sentence.

Delete the second sentence in its entirety.

A.3.2.2.1 Insert "\$1,000,000.00" in the blank for each occurrence.
Insert "\$3,000,000.00" in the blank for general aggregate.
Insert "\$3,000,000.00" in the blank for aggregate for products-completed operations hazard.

A.3.2.3 Insert "\$1,000,000.00" in the blank for per accident.

A.3.2.6 Insert "\$500,000.00" in the blank for each accident.
Insert "\$500,000.00" in the blank for each employee.

Insert "\$500,000.00" in the blank for policy limit.

A.3.2.8 Insert "\$1,000,000.00" in the blank for per claim.
Insert "\$3,000,000.00" in the blank for in the aggregate.

A.3.2.9 Insert "\$1,000,000.00" in the blank for per claim.
Insert "\$3,000,000.00" in the blank for in the aggregate.

A.3.2.10 Insert "\$2,000,000.00" in the blank for per claim.
Insert "\$4,000,000.00" in the blank for in the aggregate.

A.3.2.11 Strike in its entirety.

A.3.2.12 Strike in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety

A.3.3.2.2 Strike in its entirety.

A.3.3.2.3 Insert "\$1,000,000.00" in the blanks for per claim.
Insert "\$3,000,000.00" in the blanks for in the aggregate.

A.3.4 Insert the actual contract price in both the Payment Bond and the Performance Bond Penal Sum blanks. It must be 100% of the contract price.

Strike the last sentence in this section and replace with "Payment and Performance Bonds shall be in the standard form issued by the Delaware Office of Management and Budget."

END OF SECTION

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the Office of Management and Budget, Division of Facilities Management (“**Owner**”), in the amount of _____ (\$ _____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. 4-23-01 dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other

transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the Department of Management and Budget, Division of Facilities Management (“**Owner**”), in the amount of _____ (\$ _____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. 4-23-01 dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:
Title:

APPLICATION AND CERTIFICATE FOR PAYMENT FORMS

The Application and Certificate for Payment are as stated in the American Institute of Architects Document AIA G702 & AIA G703 (1992 version) entitled Application and Certificate for Payment and is part of this project manual as if herein written in full. A draft sample has been included for reference.

NOT FOR BIDDING

SECTION 00 65 01

CLOSEOUT DOCUMENT CHECKLIST

Project: Major Capital Program Pre-Purchase Services

Date:

1. 2 original Form G704 Substantial Completion
2. 2 original Form G706 Affidavit of Payment of Debts and Claims
3. 2 original Form 706A Release of Liens Contractor / Subcontractor
4. 2 original Form 707 Consent of Surety Company
5. 3 original Final Payment App
6. Meeting Minutes
7. General Correspondence
8. Certificate of Occupancy
9. Environmental Certificates
10. 2 original of Warranties (Letter of Guarantee and Warranty Info)
11. 2 O&M Manuals
12. 2 Hard Copy of As-Built Drawings
13. 2 sets of drawing discs. Updated CAD files
14. Occupancy Permits
15. Test & Balancing Reports
16. Field Reports/Inspection Reports
17. Pest Control Final Inspection Report & Warranty (Slabs over 400SF)
18. 2 original Substantial Completion Form
19. 2 sets of Record Shop Drawings and submittals
20. Affidavit of Discharge of State Tax Liability
21. Copy of completed final punch list signed off on by Owner's Rep
22. Punch list Closeout Letter.

END OF SECTION

SECTION 00 72 13

**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
A201-2017**

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2017 Edition) entitled General Conditions of the Contract for Construction as revised by the Supplementary General Conditions and is part of this project manual as if herein written in full.

NOT FOR BIDDING

SECTION 00 73 13

SUPPLEMENTARY GENERAL CONDITIONS A201-2017

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
15. CLAIMS AND DISPUTES

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Strike the last sentence of Section 1.1.1 in its entirety and replace with the following:

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor’s completed Bid and the Award Letter.”

Add the following Section:

“1.1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.

Before the Vendor commences performance under the Contract, the Vendor shall check the Specifications and should any errors, discrepancies, ambiguities or omissions be found in the Specifications the Vendor shall notify the Architect/Engineer of Record, in writing, immediately. The Architect/Engineer of Record shall direct the Vendor as to how to proceed. Any Products furnished after such discovery, but prior to receipt of written direction from the Architect/Engineer of Record, shall be at the sole risk of the Vendor . The Vendor shall not take advantage of any error, omission, or discrepancy in the Specifications or the Contract Documents.

Products, material, equipment, supplies, components, other products, and workmanship specified by reference to the number, symbol, or title of a published standard must comply with the latest edition or revision thereof and all amendments and supplements thereto in effect on the date of Invitation for Bids for the Contract, except where a specific issue is specified. In case of a conflict between the Specifications and the standard referred to, the Specifications shall govern. The Owner will not give consideration to any claimed ignorance of a cited standard. Vendor is responsible to be knowledgeable and familiar with its own trade's generally accepted, published standards of quality and workmanship.

The words “as shown,” “as indicated,” “as detailed,” and all words of similar import must be understood to refer to the Specifications and Bidding Documents, unless otherwise expressly provided.”

1.1.8 INITIAL DECISION MAKER

Strike the last sentence of Section 1.1.8 in its entirety and add the following to the end of the remaining sentence:

“ and certify termination of the Agreement under Section14.2.2.”

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1.1 Insert “if possible” at the end of the second sentence.

Add the following Sections:

“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.”

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Strike Section 1.5.1 in its entirety and replace with the following:

“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.”

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

Strike Section 1.7 in its entirety and replace with the following:

“The parties shall agree upon protocols governing transmission and use of Instruments of Service or any other information or documentation in digital form.”

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

ARTICLE 2: OWNER

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

2.3.4 Add the following sentence at the end of the paragraph:

“The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities.”

Strike Section 2.3.6 in its entirety and replace with the following:

“2.3.6 The Contractor shall be furnished free of charge (1) electronic set of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.”

2.5 OWNER’S RIGHT TO CARRY OUT THE WORK

Add “, except as outlined in Section 3.15” after the reference to “Article 15” at the end of the last sentence of the Section.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2 Add “and Owner” after “report to the Architect” in the second sentence.

3.2.4 Strike “subject to Section 15.1.7” in the second sentence.

3.2.4 Strike the third sentence.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

“3.3.2.1 The Contractor 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 Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials, or as otherwise identified by the specifications. 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 Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.”

3.4 LABOR AND MATERIALS

Add the Following Sections:

“3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the Architect & Owner of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.”

“3.4.5 Under no circumstances shall the Contractor’s Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.”

3.5 WARRANTY

Add the following Sections:

“3.5.3 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of warranty.”

“3.5.4 Defects appearing during the period of warranty will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of warranty will have elapsed.”

“3.5.5 Upon notification by the Owner of a defect covered by the Contractor’s warranty, the Contractor shall respond within 4 hours of the notification.”

“3.5.6 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty.”

“3.5.7 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor’s expense.”

3.8 ALLOWANCES

Add the following Section:

“3.8.1.1 For costs to be covered under a project allowance, (included in the schedule of values) the Contractor shall submit a summary of those costs anticipated and an Allowance Access Authorization Form to the Architect and Owner, reflecting the projected costs. The Allowance Access Authorization Form must be signed by the Owner prior to initiating any work associated with the allowance.”

3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add “estimated” after “and the” and before “date of” in the second sentence.

3.10.2 Strike “and thereafter as necessary to maintain a current submittal schedule” in the first sentence.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

“3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.”

“3.11.2 At the completion of the project, the Contractor shall obtain a set of the conformed contract drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.”

“3.11.3 Upon completion of the work noted in 3.11.2 the contractor shall schedule a meeting with the Architect/Engineer and Owner to review the final record drawings and closeout documents prior to submission. After this meeting the Contractor shall make adjustments per the review, and submit one (1) original markup and (2) copies of the red line drawings (as-built conditions, to the Owner and one (1) print to the Architect. In addition, attach one complete set of the as-built documents to each of the Operating and Maintenance Instructions/Manuals. The Contractor will include (2) USB drives, each containing all “red line drawings (as-built) and Closeout Documents properly tabbed in accordance with closeout requirements as defined elsewhere in the contract documents.”

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.10.2 Strike “If the Contract Documents require” from the beginning of the sentence.

3.12.10.2 Strike “to” between “professional” and certify” and replace with “shall”.

3.17 Insert “indemnify and” between “shall” and “hold” in the second sentence.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence and replace with the following:

“The Architect will review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.”

4.2.7 Strike the second sentence and replace with the following:

“The Architect’s action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner’s professional judgment to permit adequate review.”

Add the following Section:

“4.2.10.1 There will be no full-time Project Representative provided by the Owner or Architect on this project.”

“4.2.13 Add “and in compliance with all local requirements.” to the end of the sentence.”

ARTICLE 5: SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.3 Strike Section 5.2.3 in its entirety and replace with the following:

"If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4."

5.2.4 Strike Section 5.2.4 in its entirety and replace with the following:

"The Contractor may not substitute any Subcontractor listed in its Bid unless the Contractor complies with the requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4. Failure to comply with this requirement shall subject the Contractor to a penalty as outlined in Section 5.2 of the Owner's General Requirements."

Add the following Section:

"5.2.5 The Contractor shall comply and shall ensure all Subcontractors comply with all requirements for drug testing as set forth in TITLE 19 LABOR DELAWARE ADMINISTRATIVE CODE 4000 Office of Management and Budget 4100 Division of Facilities Management **4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects.**"

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Strike "and waiver of subrogation" from the end of the second sentence.

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Strike "shall" and replace with "may" in the second sentence.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE STATE OF DELAWARE DIVISION OF FACILITIES MANAGEMENT GENERAL REQUIREMENTS)

7.3.4.1 Strike "and other employee costs approved by the Architect" after "worker's compensation insurance,"

7.3.4.4 Add "work attributable to the" before "change" at the end of the sentence.

7.4 MINOR CHANGES IN WORK

Add "unless such changes are approved" at the end of the third sentence.

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

“8.2.1.1 Refer to Project Specifications Section SUMMARY OF WORK for Contract time requirements.”

8.2.2 After “by the Contractor” strike “and” and insert “to”.

8.2.4 Add the following Section:

“8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.”

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike “binding dispute resolution” and insert “any and all remedies at law or in equity”.

Add the following Section:

“8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.”

Strike Section 8.3.3 in its entirety and replace with the following:

8.3.3 “Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Section 8.3.1 shall be the Contractor’s sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.”

Add the following Section:

“8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.”

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Sections:

“9.2.1 The Schedule of Values shall be submitted using AIA Document G703, Continuation Sheet to G702.”

“9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1.5% of the initial contract amount.”

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Strike Section 9.3.1 in its entirety and replace with the following:

“At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, and supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage.”

Add the following Sections:

“9.3.1.3 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.”

“9.3.4 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.”

“9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.”

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

9.6.1 Strike Section 9.6.1 in its entirety and replace with the following:

“9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner’s receipt of the Certificate for Payment.”

9.6.8 Strike “Provided the Owner has fulfilled its payment obligations under the Contract Documents,” in the first sentence.

9.7 FAILURE OF PAYMENT

Strike Section 9.7 in its entirety and replace with the following:

“If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within thirty days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon thirty additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.”

9.8 SUBSTANTIAL COMPLETION

9.8.3 At the end of Section 9.8.3, add the following sentence:

"If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Architect's fees."

9.8.5 Strike "shall" and insert "may" in the second sentence.

9.8.5 Insert "1/2 of the" after "make payment of" in the second sentence.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Strike the the first sentence and replace with the following (the remainder of the Section remains as written):

"The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use authorized by public authorities having jurisdiction over the Project."

9.10.2 Strike "to remain in force after final payment is currently in effect" after "required by the Contract Documents" and replace with "shall remain in force until final payment is completed" in the first sentence.

9.10.4.4 Strike "if permitted by the Contract Documents,"

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

10.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material 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.

10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.3 Strike Section 10.3.3 in its entirety.

10.3.4 Insert "hazardous" in the last sentence after "handling of such" .

10.3.6 Strike Section 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike "Owner" from the third sentence.

11.2 OWNER'S LIABILITY INSURANCE

Strike 11.2 in its entirety, except that in the case of school projects in which case Section 11.2 shall remain.

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION INSURANCE

Delete Section 11.4 in its entirety

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

"12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the non-conforming work and that required under contract including any damage to the structure."

12.2.2.1 Strike all references to "one year" or "one-year" and replace with "two years".

12.2.2.2 Strike "one-year" and replace with "two years".

12.2.2.3 Strike "one-year" and replace with "two years".

12.2.5 Strike "one-year" and replaced with "two years".

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

“The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.”

13.5 INTEREST

Strike “the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located” and replace with “30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month.”

Insert the following Section:

“13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.6.1 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.”

13.7 PACKING AND SHIPPING

13.7.1 The Vendor shall pack all Products to prevent damage or deterioration.

13.7.2 No charge for packing, boxing, crating, or storage by Vendor will be allowed unless stated herein. Owner is not responsible for containers or other packing materials for which charge is made by Vendor if not returned unless such returnable articles are shown on packing lists and invoices.

13.7.3 Notwithstanding anything contained in any of the Contract Documents to the contrary, (a) all Products must be shipped F.O.B. destination to the Project Contractor at the project site location, and (b) all risk of loss or damage to the Products procured under the Contract, or any part thereof, prior both (i) delivery of such Products to the Project Contractor at the Project Site Location and (ii) inspection and written acceptance of such Products by the Project Contractor after delivery to the Project Site location shall be borne by the Vendor. Prior to shipment, the vendor shall contact the Project Contractor to confirm shipping information. Any loss or damage to any such Product incurred at any time prior to both (a) delivery of such Products to the Project Contractor at the Project Site Location and (b) inspection and written acceptance of such Products by the Project Contractor after delivery to the Project Site location shall not alleviate the Vendor from the conformance with the terms and conditions of the Contract. Unless the Contract specifies otherwise the Vendor shall ship all Products in accordance with the following instructions:

13.7.3.1 Shipments by the Vendor or its subcontractors must include packing sheets containing the Owner's Contract No., Project Purchase Order No. description and quantity of Products shipped, part number or size, if applicable, and appropriate evidence of inspections. The Vendor shall not include vermiculite or other hazardous substance in any packing included with the Products shipped. Products shipped on the same day must be consolidated on one bill-of-lading or airbill unless Owner authorizes otherwise. The total number of shipping containers must be referenced on all shipping documents.

13.7.3.2. The Vendor shall label each shipping container with the Contract No., the Project Purchase Order No., and the number that each container represents of the total number being shipped (e.g., Box 1 of 2, Box 2 of 2).

13.7.3.3 The Vendor shall include copies of documentation supporting prepaid freight charges (e.g., carrier invoices or UPS shipping log/manifest), if any, with its invoices.

- 13.7.3.4 If the Vendor is unable to comply with the shipping instructions in the Contract, the Vendor shall promptly notify the Owner and the Architect/Engineer.
- 13.7.3.5 All products shall be delivered in good condition, complete and ready for operation or use, and in conformity with all of the requirements of the Contract. The Vendor shall coordinate with the Project Contractor at the Project Site Location at least 14 days in advance to arrange for receipt, inspection, and acceptance of the Product as set forth in Section 13.7.3 above.
- 13.8 TIME
- 13.8.1 Delivery Schedule.
- 13.8.1.2 It is understood and agreed that TIME IS OF THE ESSENCE OF THE CONTRACT AND EACH PROJECT PURCHASE ORDER ISSUED PURSUANT TO THE CONTRACT, and the Vendor agrees to perform its obligations under the Contract in a timely manner and to prosecute the same with all due diligence, so as to deliver the Products and complete any related work or services in strict accordance with the Delivery Schedule specified in the Project Purchase Order.
- 13.8.2 Delays; Force Majeure.
- 13.8.2.1 Vendor shall in the event of a delay or threat of delay, due to any cause in the production or delivery of Products hereunder, immediately notify Owner and shall include with such notice all relevant information with respect to such delay or threatened delay. Vendor shall be liable for any damages resulting from failure to make delivery within the time called for by the Project Purchase Order or by any written instructions of Owner, except where: (i) such delay in delivery shall be due to causes beyond the reasonable control of Vendor, and (ii) Vendor notifies Owner as aforesaid. If Vendor for any reason cannot comply with the Delivery Schedule, Owner, in addition to any other rights or remedies available to it by law or under these terms and conditions, may terminate the corresponding Project Purchase Order or cancel any shipments thereunder without further liability to Vendor. The phrase "cause which is beyond the Vendor's control" is hereby limited to causes that satisfy all of the following four elements:
- (a) It must be a cause not reasonably expected to occur in connection with or during the performance of the Contract;
 - (b) It must in no way directly or substantially be caused by an act or omission of the Vendor, a subcontractor or any of their agents;
 - (c) It must cause a significant delay in the anticipated Delivery Date, and
 - (d) It must be a cause that could not have been adequately guarded against by the Vendor by contractual or legal means.
- 13.8.2.2 Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars or sabotage, provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within fourteen (14) days. During the period of such delay or failure to perform by Vendor, Owner at its option, may purchase Products from other sources and reduce its schedules and/or releases to Vendor by such quantities, without any liability to Vendor, or have Vendor provide the Products from other sources in quantities and at times requested by Owner and at the price set forth in the Contract or any agreed-upon amendment hereto. If requested by the Owner, Vendor shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Vendor does not provide adequate assurance that the delay will cease within thirty (30) days, Owner may immediately cancel the corresponding Project Purchase Order, without any further liability to Vendor.
- 13.8.3 Notice of Delay.
- 13.8.3.1 A request for extending the time in the Delivery Schedule due to an unavoidable delay must be made in writing and submitted to the Managing Architect and the Architect/Engineer of Record

- within seven days after the delay commences. No time extension will be granted for the period between the time when notice was required and the time when notice was given. Within 14 days after such delay, the Vendor shall furnish detailed information concerning the circumstances of the delay, the number of days actually delayed, the measures taken to prevent or minimize the delay, and a proposed revised Delivery Schedule. Failure to submit such information will be sufficient cause for denying the request for an extension of time in the Delivery Schedule. The Vendor agrees to supply any other reasonable proofs as are requested by the Architect/Engineer of Record or the Managing Architect to make a decision on the request. The Architect/Engineer of Record will examine the request and any documents supplied by the Vendor and will determine if the Vendor is entitled to an extension of the Delivery Schedule. The Architect/Engineer of Record will notify the Vendor of the decision in writing and that decision will be final and binding, subject only to the claims and disputes provision Article 13.
- 13.8.3.2 The Vendor expressly consents to both the time requirements and notice content requirements for requesting an extension of the Delivery Schedule set forth in the preceding paragraph. The Vendor acknowledges that the notice requirements set forth in the preceding paragraph will be strictly enforced and agrees that any failure on the part of the Vendor to provide notice strictly in accordance with those requirements constitutes a waiver of the Vendor's right to seek an extension of the Delivery Schedule or to submit a dispute to the Owner, under Article 13 hereof. The Vendor further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements of the preceding paragraph shall not be diminished or avoided by any claim on the part of the Vendor that the Architect/Engineer of Record or any other person acting on behalf of the Owner had actual or constructive knowledge of any request for extension of time, entitlements to an extension of the time in the Delivery Schedule, or any facts or circumstances supporting an extension of the time in the Delivery Schedule. The Vendor further acknowledges that the time requirements and content requirements of the preceding paragraph have the purpose, among others, of allowing the Architect/Engineer of Record to evaluate the requests for an extension of time in the Delivery Schedule contemporaneously with the event that has been alleged to cause the delay.
- 13.8.3.3 The Vendor shall agree or disagree, in writing, with the Architect/Engineer of Record's decision within seven days receipt of the decision. If the Vendor and Architect/Engineer of Record agree on the extension of the Delivery Schedule to be granted, the Architect/Engineer of Record will request approval of a Change Order from the Owner. If the Owner approves the time extension request, such approval will be in the form of a signed Change Order. If the Vendor and Managing Architect do not agree on the time extension to be granted, the Vendor may forward any time extension request to the Owner for a decision, in accordance with Article 13.
- 13.8.4 No Damages for Delay.
- 13.8.4.1 Except for increases or decreases for escalation as specified in the Contract Documents, the Vendor will not be entitled to any damages, compensation or adjustment from the Owner, resulting from any delays.
- 13.8.5. Acceleration.
- 13.8.5.1 Acceleration claims will be considered on a Project by Project basis, only under the following two circumstances:
- (a) The Owner may direct the Vendor in writing to furnish the Products ahead of the schedule defined in the Delivery Schedule for the Project. The Vendor shall take all reasonable action to comply with the Owner's direction. Any request for additional compensation due to acceleration must be made by a change request submitted to the Architect/Engineer of Record in accordance with Section 10.2. The Owner will pay the Vendor only for the Vendor's extra labor costs, including fringe benefits, insurance, taxes, and subcontractor costs that directly result from the direction to accelerate. Nothing in the Contract Documents shall be construed as direction by the Owner to accelerate.
- (b) If the Vendor has requested an extension of the time in the Delivery Schedule, and the Managing Architect has denied the request, a claim for acceleration will be considered only if it is later determined that the request was mistakenly denied. The Owner will pay the Vendor only for the Vendor's extra labor and material costs, including fringe benefits, insurance and taxes,

that directly result from the denial. The Vendor shall submit a claim for such acceleration within 14 days after the Owner refuses to grant the requested extension.

(c) In no event will the adjustment of the Delivery Schedule for one Project be construed to give rise to an acceleration claim or a delay claim on any other Project. In addition, the change in sequencing of the Projects prior to issuance of Notice to Proceed for each Project, shall not give rise to an acceleration claim or a delay claim on any other Project.

13.8.6 Time for Changed Work.

13.8.6.1 If the Owner directs changes to the Vendor's Scope of Supply, and if the Vendor requests a time extension, then the allotted time in the Delivery Schedule may be extended for such reasonable time as determined by the Managing Architect.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 Insert ", upon the Contractors' request," after "furnish to the Contractor".

14.1.3 Strike "and profit on Work not executed, and" after "as well as reasonable overhead" and replace with ", profit, and reasonable"

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.2 Strike "Adjustment of the Contract Sum shall include profit".

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 Strike Section 14.4.3 in its entirety and replace with the following:

"In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred by reason of such termination along with reasonable overhead."

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

Strike all references to "21" and replace with "45".

15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

"Contractor shall not proceed to execute any portion of the Work that is subject to the Claim without prior approval of the costs or method of payment for the costs associated with the Claim as determined by the Architect and approved by the Owner."

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

15.2.1 Strike “and binding dispute resolution” in the fourth sentence and replace with “or any and all remedies at law or in equity”.

15.2.5 Strike Section 15.2.5 in its entirety and replace with the following:

“The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and any or all remedies at law or in equity.”

15.2.6 Strike Section 15.2.6 and its sub-Sections in their entirety.

15.3 MEDIATION

15.3.1 Strike “binding dispute resolution” and replace with “any or all remedies at law or in equity”.

15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.

15.3.2 Strike all references to “binding dispute resolution” and replace with “any or all remedies at law and in equity”.

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION

Strike Section 15.4 and its Subsections in their entirety.

END OF SECTION

SECTION 00 73 46

WAGE RATE DETERMINATION SCHEDULE

The Delaware Department of Labor Division of Industrial Affairs has established the category and associated prevailing wage rate for this project. The project approved prevailing wage rate determination schedule follows.

Material Purchase Only. No Labor Involved

NOT FOR BIDDING

SECTION 00 81 13

GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1: GENERAL**1.1 DEFINITIONS**

Term	Definition
Addendum:	Written change to the Bid Documents issued by the District prior to award of the Contract. Multiple such changes are referred to as "Addenda."
Architect/Engineer of Record	The architect or engineer preparing final Construction Documents for each Project. The Architect/Engineer of Record shall, among its other duties, make a final determination of the types and quantities of Products to be used on each Project.
District	The Red Clay Consolidated School District. The District is also referred to in the Contract Documents as the "Owner" and includes the District and its authorized agents and representatives.
Beneficial Occupancy	The taking possession by the District of a portion of any particular Project for its use and/or occupancy on other than a temporary or emergency basis.
Bid	A complete and properly signed written proposal of the Bidder, submitted on the Bid Proposal Form included in the Bid Documents, to furnish the necessary materials and to perform the Work in accordance with the Contract Documents and for the sum stipulated, verified for mathematical correctness in accordance with the terms set forth in the Instructions to Bidders, supported by the data called for by the bidding requirements for such Work.
Bid Bond	The Bid Bond furnished by the Bidder as Bid Security.
Bidder	An individual, firm, partnership, corporation or combination thereof, submitting a Bid for the Contract work.
Bidding Documents	The documents listed on the Table of Contents, Section A on which the Bid is based.
Bid Security	The cashier's check, certified check or U.S. currency, or Bid Bond, accompanying the Bid submitted by the Bidder, as a guarantee that the Bidder will enter into the Contract with the District for the performance of the Work and will furnish all other Bonds and insurance if the Contract is awarded to it.
Bonds	The Bid Bond given as Bid Security, if any, and the Performance Bond and Payment Bond, and any other Bonds required to be furnished by the Contract Documents.
Change Order	A written order to the Vendor signed by the District and the Vendor (except in the case of a Directive Order), issued after execution of a Contract and pursuant to a Change Order Request, authorizing a change in the Products to be furnished by the Vendor, or an adjustment in the Purchase Order Price or the Delivery Schedule, or other changes in, or a written interpretation of the Contract Documents. A Change Order may be agreed to by all parties in all respects or may be a Directive Order.

Change Order Request	A document submitted by the Vendor by the Architect/Engineer of Record requesting that a Change Order be issued to the Vendor and describing the events and circumstances giving rise to the request, the effect that the requested change will have on the Purchase Order Price and/or the Delivery Schedule.
Contract	The Contract Documents Contract Documents Invitation to Bid Instructions to Bidders Bid Proposal Contract Project Purchase Order(s) Performance Bond Payment Bond General Conditions Supplemental General Conditions General Requirements Incorporated Forms Therein
Contractor	The entity providing the pre-purchased material for this contract. For the purposes of this contract, Contractor and Vendor shall be interchangeable and synonymous, and shall not be confused with "Project Contractor" or "General Contractor".
Days	Unless otherwise designated, days mean calendar days.
Delivery Date	The date or dates measured in weeks after the effective date of the Notice to Proceed issued by the District by which the Vendor shall deliver the Products under each Project Purchase Order for the corresponding Project.
Delivery Schedule Project.	The schedule of all Delivery Dates for Products for each separate Project.
Directive Order	A kind of Change Order resulting where the District wishes to direct the Vendor to proceed with the performance of changed work prior to the Project Contractor's submittal of a Change Order Request or where the District and the Vendor do not agree that there is a change being made and which requires the Vendor to perform the work and maintain records from which to determine whether any additional costs are incurred or extensions of time are required.
Final Completion	The date upon which the Architect of Record certifies to the District that the Work of each Project, including Punch List items, has been completed in accordance with the Contract Documents and that the District has received all required documents, manuals, certificates and submittals provided for under the Contract. for each Project.
Hazardous Materials	Hazardous Materials means any and all materials identified as hazardous by any federal, state, county or municipal law, statute, ordinance, order or regulation related to the protection of the environment or worker safety and health. The term "Hazardous Materials" is sometimes used interchangeably with the term "Hazardous Substances".

Indicated or As Indicated	A term meaning, "as shown on the Drawings, as specified in the Technical Specifications and/or as required by or reasonably inferable from the Contract Documents."
Inspector	An authorized representative of the District, or if authorized by the District, a representative of the Project Contractor assigned to make inspections and/or tests of the work performed or being furnished by the Project Contractor.
Invitation to Bid	The invitation to make a Bid issued by the District to Bidders.
Notice of Award	Written notice to the successful Bidder that the District is awarding the Contract to that Bidder.
Notice to Proceed	Written notice from the District to the Vendor to proceed with the Work. Separate Notice to Proceed shall be issued for each separate Project Purchase Order.
Owner	The District.
Product or Products	The equipment furnished and delivered by the Vendor pursuant to the Contract and the separate Project Purchase Orders issued by the District pursuant to the Contract.
Product Data	Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Vendor to illustrate a material, product or system for some portion of the Work.
Program	The Owner's Major Capital Program for the renovation and improvement of up to 24 existing schools and construction of one new school. The Program is comprised of multiple separate Projects.
Project	All design, construction and other work necessary to construct the construction, improvements and or renovations at each location.
Project Contractor	The individual, firm, partnership or corporation, or combination thereof, including joint ventures, which, as an independent contractor, has entered into a contract with the District for the performance of the work of a particular Project. Vendor shall deliver the Products to the Project Contractor at the Project Site
Project Site	The area enclosed within the project limits indicated in the Drawings and boundaries of local streets and public easements in which the Project Contractor is to perform the Work under the Contract, either exclusively or in conjunction with others performing other work as part of the Project. Products furnished by the Vendor under each Project Purchase Order shall be delivered to the respective Project Site.
Project Purchase Order	The purchase order or purchase orders issued by the District for each separate Project, pursuant to the terms of the Contract.

Project Purchase Order Modification	A written order to the Vendor signed by the District and the Vendor (except in the case of a Directive Order), issued after execution of a Project Purchase Order, authorizing a change in the Products to be furnished by the Vendor, or an adjustment in the Purchase Order Price or the Delivery Schedule, or other changes in, or a written interpretation of the Contract Documents.
Project Purchase Order Price	The price set forth in each of the respective Project Purchase Orders issued by the District to the Vendor pursuant to the terms of the Contract. Purchase Order Price can be adjusted only by written Change Order accompanies by a written Project Purchase Order Modification.
Project Schedule	The schedule for each Project prepared and maintained by the Project Contractor. The Vendor's Delivery Schedule shall comply with the delivery requirements of the Bid Documents and shall be coordinated with the Project Schedule.
Samples	Physical examples which illustrate materials, equipment, fixtures and workmanship and which establish standards by which the Work may be judged, provided that the Work is otherwise in conformity with the Contract Documents.
Shop Drawings	Drawings, diagrams, illustrations, schedules, performance charts and other data specifically prepared for the Project by the Vendor or any subcontractor, manufacturer, supplier or distributor, which are representative of the quality of materials to be used in the Products, and which illustrate (a) the proposed fabrication and assembly of structural elements; and (b) the installation (form, fit, and attachment details) of materials or equipment and submitted to the District by the Vendor. Shop Drawings shall be deemed to include Product Data, literature, and performance and test data.
Specifications	The portion of the Contract Documents consisting of written descriptions of materials, equipment, construction systems, design standards and quality of the Project, and other written directions and requirements for completing the Work. Specifications are sometimes referred to as Technical Specifications.
Substantial Completion of the Work	Substantial Completion of the Work for each Project means the date certified by the Architect of Record and approved by the District as the date upon which (a) construction is sufficiently complete in accordance with the Construction Documents and functionally suitable for its intended purpose; and (b) a certificate of occupancy has been issued.
Technical Specifications interchangeable.	The term "Specifications" and "Technical Specifications" are used interchangeably.
Vendor	The entity providing the pre-purchased material for this contract. For the purposes of this contract, Contractor and Vendor shall be interchangeable and synonymous, and shall not be confused with "Project Contractor" or "General Contractor".

1.2 CONTRACT DOCUMENTS

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.2.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

1.3 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.3.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. 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, sex, color, sexual orientation, gender identity or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR / VENDOR

3.1 Subcontracts: Upon approval of Subcontractors, the Contractor/Vendor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

3.2 The Contractor warrants to the Owner that materials 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 Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.

- 3.3 Unless otherwise provided, the Contractor 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.
- 3.4 The Contractor 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 Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.5 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.5 STATE LICENSE AND TAX REQUIREMENTS
- 3.5.1 Each Contractor and Subcontractor 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 Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.6 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.
- 3.7 During the contract Work, the Contractor and each Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects". "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

- 4.1 CONTRACT SURETY
- 4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND
- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.
- 4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

- 4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so requires, cause judgement to be confessed upon the bond.
- 4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.
- 4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.
- 4.2 FAILURE TO COMPLY WITH CONTRACT
- 4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this 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. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.
- 4.2.2 In the event of any successful Bidder refusing or neglecting to execute a Contract and Bonds within twenty (20) days of the awarding of the Contract, the Bid Bond or security deposited by the successful Bidder shall become the absolute property of the Owner as liquidated damages, and not as a forfeiture or as a penalty, and shall be deposited with the Owner and the Owner may award the Contract to the next lowest responsible Bidder or re-advertise for new bids.
- 4.3 PROJECT PURCHASE ORDERS
- 4.3.1 Project Purchase Orders will be issued separately by the Owner (on a Project-by-Project basis). The Project Purchase Orders will include associated escalation costs as specified in Section F, Page 2, of the Bidding Documents. A Notice to Proceed will not be issued until the Project Purchase Order has been issued by the Owner and executed by the Vendor. The Owner reserves all rights to terminate the Contract for the convenience of the Owner as set forth in the General Conditions.
- 4.3.2 Each Project Purchase Order shall be based on the final quantity of Products required for the Project as determined by the Architect/Engineer of Record in consultation with the Project Contractor. To the extent that the final quantities of Products vary from those included in the Bidding Documents, the Project Purchase Order Price shall be determined on the basis of the unit prices as bid, extended by the final quantities of Products, all subject to escalation as more fully set forth in the Bid Form.
- 4.3.3 To the extent that the final types of Products required for the Project differ from that for which a unit price was provided at the time of bidding, upon the request of the Owner, the

Vendor shall price such additional Products, and the Purchase Order Price shall include such Products at a price mutually acceptable to the Owner and the Vendor.

4.4 CONTRACT INSURANCE AND CONTRACT LIABILITY

4.4.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

4.4.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.5 RIGHT TO AUDIT RECORDS

4.5.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.5.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

4.6 CONTRACT INTERPRETATION

4.6.1 Any headings of the Contract are for convenience of reference only and do not define or limit the provisions. Words importing persons will include firms, associations, partnerships, trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. Words of gender will be deemed and construed to include correlative words of other genders. Words importing the singular number will include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and amendments to any such exhibits or documents entered into in accordance with the terms and conditions of the Contract. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of the Contract.

4.6.2 Products, material, equipment, supplies, components, other products, and workmanship specified by reference to the number, symbol, or title of a published standard must comply with the latest edition or revision thereof and all amendments and supplements thereto in effect on the date of Invitation for Bids for the Contract, except where a specific issue is specified. In case of a conflict between the Specifications and the standard referred to, the Specifications shall govern. The Owner will not give consideration to any claimed ignorance of a cited standard. Vendor is responsible to be knowledgeable and familiar with its own trade's generally accepted, published standards of quality and workmanship.

4.6.3 The words “as shown,” “as indicated,” “as detailed,” and all words of similar import must be understood to refer to the Specifications and Bidding Documents, unless otherwise expressly contradicted.

4.7 SEVERABILITY

4.7.1 If any provision of the Contract is held or deemed inoperative or unenforceable because it conflicts with any other provision or provisions hereof, or any constitution, statute, ordinance, rule of law, public policy, or any other reason, the circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provision herein contained invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses, or sections contained in the Contract will not affect the remaining portions of the Contract or any part thereof.

4.8 INTERPRETATION / RULES

4.8.1 The intent of the Specifications is to describe the Products and related work and services that the Vendor shall provide to fulfill the requirements of the Contract. The Vendor shall furnish all additional, collateral, and incidental work or services as required and necessary to deliver the Products in accordance with the Contract. The Vendor shall furnish all required materials, equipment, tools, labor, and submittals including Shop Drawings, working drawings, and all incidentals.

4.8.2 Wherever the imperative form of address is used, such as “deliver Products,” “provide equipment required” and “furnish reinforcing steel bars,” it is understood and agreed that such direction is addressed to the Vendor.

4.8.3 Except as otherwise specified, the definitions applicable to the Contract are provided in Section 1.1 above.

4.9 ORDER OF PRECEDENCE

4.9.1 In case of any conflict or inconsistency that cannot otherwise be resolved, the governing order of precedence of the Contract Documents shall be as follows:

- (a) Executed Change Orders, accompanied by executed Project Purchase Order Modifications
- (b) Project Purchase Orders
- (c) Contract
- (d) General Conditions
- (e) Submittals as approved by the Owner, but only to the extent that a deviation from the Specifications have been called to the attention of the Architect/Engineer of Record and expressly approved
- (f) Specifications
- (g) Payment and Performance Bonds
- (h) Insurance

4.9.2 A Change Order more recently executed will take precedence over any prior Change Order wherever it conflicts therewith.

4.10 AUTHORITY TO EXECUTE CONTRACT

4.10.1 Execution of the Contract by the Vendor is authorized and signature(s) of each person signing on behalf of the Vendor have been made with complete and full authority to commit the Vendor to all terms and conditions of the Contract, including each and every representation, certification, and warranty contained herein, attached hereto, and

collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, the Vendor shall provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

4.10.2 Execution of the Contract by the Owner is authorized by the laws of the State of Delaware and accounting procedures approved by the State Division of Accounting.

4.11. SETOFF

4.11.1 The Owner shall have the right of setoff of any claim of the Owner against any payments due or to become due to the Vendor or the retention under the Contract, or any Project Purchase Order, or any other contract or obligation of the Vendor to the Owner.

4.12 INDEPENDENT CONTRACTOR

4.12.1 The Vendor shall perform its obligations under the Contract as a non-exclusive independent contractor, and nothing herein is intended or shall be construed to create any partnership, agency, or joint venture relationship between the Owner and Vendor . Neither Vendor nor its subcontractors, or the employees of any of them, shall be deemed for any purpose to be employees of the Owner. Vendor shall be solely responsible for the withholding or payment of all applicable federal, state, and local personal income taxes, social security taxes, unemployment and sickness disability insurance, and other payroll taxes with respect to Vendor's employees.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders,

and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

- A. Is unqualified to perform the work required;
- B. Has failed to execute a timely reasonable Subcontract;
- C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
- D. Is no longer engaged in such business.

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*one (1) percent of contract amount not to exceed \$10,000

5.3 CONTRACT PERFORMANCE

5.3.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a

new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

5.4 NO THIRD PARTY BENEFICIARIES

5.4.1 The parties agree that the Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties, except that the parties further agree that all warranties given by the Vendor to the Owner, shall also run in favor of the respective Project Contractor for each Project, who shall have the authority to enforce such warranties for the benefit of the Owner until Final Completion of each Project.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.

6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the "invoice price" of the materials/equipment needed or prices determined on equipment and material during the bidding process.

7.3.1 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.

7.4 CHANGES INITIATED BY OWNER.

7.4.1 The Owner, acting through the Architect/Engineer of Record may at any time or from time to time, order additions, deletions, or revisions to the Vendor's Scope of Supply. ("Changed Work"). With respect to Changed Work initiated by the Owner, the Architect/Engineer of Record shall request the Vendor to submit a proposal for Changed Work by issuing a written request. The request will describe the scope of the Changed Work. The Vendor shall submit a written change proposal within fourteen (14) days after receipt of the request or such shorter time as the Architect/Engineer of Record may set

forth in the request. The proposal must set forth any changes to the Purchase Order Price or the Delivery Schedule required to perform the Change Order. The Owner may or may not choose to authorize the Vendor to perform the Changed Work as identified in the request.

7.5 CHANGES INITIATED BY THE VENDOR

7.5.1 Except for changes initiated by the Owner by request, the Vendor shall provide prompt written notification to the Architect/Engineer or Record upon discovering any conditions or circumstances that the Vendor believes entitles the Vendor to an adjustment to the Purchase Order Price and/or the Delivery Schedule. The Vendor shall submit a written change proposal within fourteen (14) days after giving notice to the Architect/Engineer of Record. The proposal must set forth any changes to the Purchase Order Price or the Delivery Schedule required to perform the Change Order.

7.6 PRICING CHANGED WORK

7.6.1 The Vendor and the Owner agree that approved Change Orders may be priced on any of the following three bases, subject to the approval of the Owner:

- (a) on the basis of unit prices included in the Vendor's Bid, as adjusted to account for escalation increases or decreases, or
- (b) on the basis of other unit prices agreed to by the Owner and the Vendor ; or
- (c) on the basis of allowable time and material cost actually and properly incurred, subject to an agreed maximum not-to-exceed price.

7.6.2 After the Vendor and the Owner have agreed to the pricing of a Change Order, and a Change Order has been issued by the Owner and executed by the Vendor , the Vendor shall be paid on account of such Change Order work. The Owner and the Vendor acknowledge and agree that a Change Order includes payment for all costs associated with the change both with respect to changed Work and unchanged Work, whether direct, indirect, impact, or consequential in nature and any and all claims that the Vendor may have relating to the change, including but not limited to, delay, acceleration, interference, hindrance and/or impact claims.

7.7 VENDOR 'S CHANGE PROPOSAL.

7.7.1 The Vendor 's Change Proposal shall include the following information:

- (a) Documents to substantiate costs for Changed Work in the form specified in Section 10.3, Pricing of Changed Work .
- (b) Documents to substantiate impacts to the Delivery Schedule prepared in accordance with Section 8.3 if time or delays are relevant to the Change Proposal.

7.8 AGREED CHANGE ORDERS.

7.8.1 If the Vendor and the Owner agree on an adjustment, if any, to the Purchase Order Price and/or the Delivery Schedule, arising from Changed Work, whether initiated by the Owner or the Vendor , the Owner will issue a Change Order. The Owner's agreement as to price or time is subject to final approval as required by the Owner's ordinances, regulations, and rules. The Owner may issue a Change Order as authorization for the Changed Work and/or for payment, or time extension, or both. The Owner may also issue a Change Order to modify the terms of the Contract.

7.9. DIRECTIVE ORDER.

7.9.1 If the Vendor and the Owner cannot agree as to whether there has been a change or if the parties agree that there has been a change, but cannot agree on an adjustment, if

any, to the Purchase Order Price and/or the Delivery Schedule, arising from Changed Work, whether initiated by the Owner or the Vendor, the Owner shall issue a Directive Order. The Owner shall determine an adjustment to the Purchase Order Price and/or Delivery Schedule for the Changed Work, if any. The Vendor shall proceed in accordance with a Directive Order, which shall be final and binding, subject only to Article 13, Claims and Disputes. The Vendor's refusal or failure to proceed promptly in accordance with a Directive Order constitutes an event of default.

ARTICLE 8: TIME

8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.

8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility

8.4 **SUSPENSION AND DEBARMENT**

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 **RETAINAGE**

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If

the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.

- 8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

- 9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

- 9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

- 9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

- 9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

- 9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

- 9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

- 9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

- 9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

- 9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.
- 9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.
- 9.4 FINAL PAYMENT
- 9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):
- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
- 9.4.1.2 An acceptable RELEASE OF LIENS,
- 9.4.1.3 Copies of all applicable warranties,
- 9.4.1.4 As-built drawings,
- 9.4.1.5 Operations and Maintenance Manuals,
- 9.4.1.6 Instruction Manuals,
- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for

the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

- 10.3 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 warning caution 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 any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor 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 Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor'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 the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, may be provided by the Contractor 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 Contractor and their Subcontractors 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.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:
- 11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000 \$3,000,000	for each occurrence aggregate
Property Damage	\$1,000,000 \$3,000,000	for each occurrence aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000 \$3,000,000	for each occurrence aggregate
Property Damage	\$1,000,000 \$3,000,000	for each occurrence aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000 \$1,000,000	for each person for each occurrence
Property Damage	\$500,000	per accident

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor 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.

11.7.7.2 Upon request, the Contractor 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.

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

- 12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.
- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 DIMENSIONS

- 13.1.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.2 LABORATORY TESTS

- 13.2.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.2.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.3 WARRANTY

- 13.3.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.
- 13.3.2 ALL GUARANTEES AND WARRANTIES MUST BE FURNISHED BY THE VENDOR IN STRICT ACCORDANCE WITH THE SPECIFICATIONS. GUARANTEES AND WARRANTIES MUST BE DELIVERED TO THE ARCHITECT/ENGINEER OF RECORD

OR HIS DESIGNEE BEFORE FINAL PAYMENT ON EACH PROJECT PURCHASE ORDER IS ISSUED.

- 13.3.3 IN ADDITION, FOR ANY EQUIPMENT OR PRODUCTS SOLD OR SUPPLIED BY VENDOR, VENDOR EXPRESSLY WARRANTS TO OWNER THAT AT THE TIME START-UP (A) THE PRODUCTS WILL CONFORM TO THE APPLICABLE SPECIFICATIONS, CONTRACT DRAWINGS, SAMPLES AND/OR DESCRIPTIONS FURNISHED TO OR BY OWNER, AS APPROVED BY THE OWNER, (B) THE PRODUCTS WILL BE MERCHANTABLE, FREE FROM DEFECTS IN DESIGN (TO THE EXTENT THE DESIGN IS NOT DEVELOPED AND FURNISHED BY OWNER), MATERIALS AND WORKMANSHIP, AND (C) WILL BE SUITABLE FOR THE PURPOSES INTENDED, WHETHER EXPRESSED OR REASONABLY IMPLIED.
- 13.3.4 FOR ANY RELATED INCIDENTAL WORK OR SERVICES PERFORMED BY VENDOR , VENDOR WARRANTS (1) THAT IT WILL DELIVER AND PERFORM THE WORK OR SERVICES AS SPECIFIED IN THE CONTRACT, IN A THOROUGH, EFFICIENT, WORKMANLIKE AND PROFESSIONAL MANNER, PROMPTLY WITH DUE DILIGENCE AND CARE, (2) THAT IT WILL PERFORM THE WORK OR SERVICES WITHIN THE TIME SPECIFIED, AND (3) THE WORK OR SERVICES WILL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF LAW AND INDUSTRY STANDARDS.
- 13.3.5 VENDOR SHALL HANDLE AND BE RESPONSIBLE FOR EVERY CLAIM OR DAMAGE OR INJURY THAT IS BASED UPON A BREACH OF ANY OF THE FOREGOING WARRANTIES OR, AT OWNER'S OPTION, VENDOR SHALL PROVIDE ALL REASONABLE ASSISTANCE TO OWNER IN OWNER'S HANDLING OF ANY SUCH CLAIMS BUT VENDOR SHALL REMAIN RESPONSIBLE FOR, INDEMNIFY ,AND HOLD HARMLESS OWNER WITH RESPECT TO ALL SUCH CLAIMS, DAMAGE, AND INJURES WHETHER OR NOT CLAIMS ARE HANDLED OR MANAGED BY OWNER. THE PROVISIONS OF THIS SECTION 4.5 SHALL SURVIVE ACCEPTANCE AND PAYMENT PURSUANT TO THE TERMS OF THE CONTRACT.

PACKING AND SHIPPING

- 13.4.1 The Vendor shall pack all Products to prevent damage or deterioration.
- 13.4.2 No charge for packing, boxing, crating, or storage by Vendor will be allowed unless stated herein. Owner is not responsible for containers or other packing materials for which charge is made by Vendor if not returned unless such returnable articles are shown on packing lists and invoices.
- 13.4.3 All Products must be shipped F.O.B. designation Project Site location to the Project Contractor. Prior to shipment, the Vendor shall contact the Project Contractor to confirm shipping information. All risk of loss or damage to the Products procured under the Contract, or any part thereof, prior to delivery to the Project Contractor shall be borne by the Vendor . Any loss or damage incurred during shipment shall not alleviate the Vendor from the conformance with the terms and conditions of the Contract. Unless the Contract specifies otherwise the Vendor shall ship all Products in accordance with the following instructions:
- 13.4.3.1 Shipments by the Vendor or its subcontractors must include packing sheets containing the Owner's Contract No., Project Purchase Order No. description and quantity of Products shipped, part number or size, if applicable, and appropriate evidence of inspections. The Vendor shall not include vermiculite or other hazardous substance in any packing included with the Products shipped. Products shipped on the same day must be consolidated on one

bill-of-lading or airbill unless Owner authorizes otherwise. The total number of shipping containers must be referenced on all shipping documents.

- 13.4.3.2. The Vendor shall label each shipping container with the Contract No., the Project Purchase Order No., and the number that each container represents of the total number being shipped (e.g., Box 1 of 2, Box 2 of 2).
- 13.4.3.3 The Vendor shall include copies of documentation supporting prepaid freight charges (e.g., carrier invoices or UPS shipping log/manifest), if any, with its invoices.
- 13.4.3.4 If the Vendor is unable to comply with the shipping instructions in the Contract, the Vendor shall promptly notify the Owner and the Architect/Engineer.

13.5 PRODUCTS; SUBSTITUTION.

- 13.5.1 Products are generally specified by ASTM, ANSI, ARA, ASME, ASHREA, or other reference standard, or by manufacturer's names and model numbers or trade names. When specified only by reference standard, the Vendor may select any product meeting the standard, by any manufacturer. If several products or manufacturers are specified as being equally acceptable, the Vendor may exercise the option of using any product or manufacturer combination listed.
- 13.5.2 The Vendor shall ensure that all Products furnished under the Contract is new, unless otherwise specifically stated, and that the Products is subject at all times during the manufacture, fabrication, and delivery to inspection by the Owner and the Owner's authorized representative, to assure the Owner that the terms of the Specifications are complied with in all respects.
- 13.5.3. The Products specified forms the basis of the Contract. Substitutions after the execution of the Contract will only be considered under the following limited circumstances:
- (a) They are required for compliance with subsequent interpretation of code requirements.
 - (b) The Products specified in the Contract have become unavailable through no fault of the Vendor.
 - (c) Subsequent information discloses the inability of the Products specified in the Contract to perform properly or to fit in the designated space.
 - (d) The manufacturer or fabricator refuses to certify or guarantee performance of the Products specified in the Contract.
 - (e) If it is determined by the Owner that a substitution is in the Owner's best interests in terms of cost, time, or other considerations.
- 13.5.4 When one or more of the above reference conditions exist, the Vendor may submit a request for substitution to the Architect/Engineer of Record for review, and acceptance or rejection, subject to compliance with all requirements in this Article and the Contract. The request must include complete data on the proposed substitution that substantiates compliance with the Contract, such as product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution with the Products specified. The request for substitution must also include data relating to the Delivery Schedule, design, and artistic effect where applicable. The Owner's decision on acceptance or rejection of a requested substitution shall be final. The Vendor shall submit a request for substitution in writing, with all pertinent technical and cost data.
- 13.5.5 By submitting a request for substitution, the Vendor represents to the Architect/Engineer of Record that:
- (a) The proposed substitution has been completely investigated by the Vendor;

- (b) The proposed substitute item carries the same or better guarantee as the specified item, and
- (c) The proposed substitute item does not increase the price of the Products to the Owner.

13.6 VENDOR 'S QUALITY PROGRAM

13.6.1 The Vendor shall be responsible for quality assurance and for assuring that the Products conform to Specifications and the requirements of the Contract. The Vendor shall maintain an effective and economical quality control program planned and developed in conjunction with other Vendor functions necessary to satisfy the Contract requirements. The quality control program must establish and implement procedures to ensure that only acceptable Products are presented to the Architect/Engineer of Record and the Owner, and must demonstrate both recognition of the quality requirements of the Contract and an organized approach to satisfy these requirements. The program must ensure that quality requirements are determined and satisfied throughout all phases of Contract performance, including, as applicable, design development, purchasing, fabrication, processing, assembly, inspection, testing, packaging, delivery, storage and systems check and must provide for the early and prompt detection of actual or potential deficiencies, errors, trends, or conditions that could result in unsatisfactory quality. The Vendor shall promptly notify the Architect/Engineer of Record and the Owner of any violation of or deviation from the Vendor 's quality control system and advise the Owner of the quantity and specific identity of any Products delivered to the Owner during the period of any such violation or deviation. The Vendor shall be prepared to demonstrate to the satisfaction of the Architect/Engineer of Record and the Owner that the program is effective and in operation.

13.7 GENERAL INSPECTION.

13.7.1 The Architect/Engineer of Record and the Owner's representatives will at all times have the right, but not the obligation, to inspect and test the Products procured under the Contract, to assure the Owner that the terms of the specifications are complied with in all respects. Accordingly, the Vendor shall provide reasonable facilities and safe access to its premises to allow proper inspection of the Products, at no additional charge to the Owner. Owner's inspection of the Products, no matter when occurring, shall not be construed to be acceptance of any work in progress or finished Products. All Products are subject to final inspection by the Owner, notwithstanding the results of preliminary inspections or inspections of unfinished Products.

13.7.2 If the Specifications, Owner's instructions, laws, ordinances or any public authority require certain Products to be tested or approved, the Vendor shall give the Owner and the Architect/Engineer of Record timely notice of its readiness for inspection and notify them of the inspection date.

13.7.3 The Owner and the Architect/Engineer of Record will have free access to the part of any manufacturer's plant where the Products required under the Contract are being manufactured, assembled, or prepared.

13.7.4 The Vendor or its authorized testing and inspection agency, approved by the Owner, must perform inspection and testing of the Products furnished under the Contract, except as otherwise expressly stated in the Contract.

13.7.5 The Vendor shall perform inspections and tests at the point of manufacture, or as otherwise designated by the Owner. When making inspections or tests at the point of manufacture, the Vendor shall notify the Owner and the Architect/Engineer of Record, in writing, at least five days prior, to allow performance of inspection and tests before shipment. The Vendor

shall furnish to the Owner and the Architect/Engineer of Record three copies of all notices for inspection, and all shop orders to facilitate identifying the Products to be inspected.

- 13.7.6 The Vendor shall take samples for analysis and tests in a manner that is truly representative of the entire lot under test. The Vendor shall not work on samples in any way that alters the quality before testing. Where allowed in writing by the Owner, for Products taken from stock for use in minor parts, the Vendor shall supply certified analysis and tests of the manufacturer. If the records of physical and chemical tests of stock Products are not available, the Vendor shall furnish a reasonable number of tests to the Architect/Engineer of Record free of charge, at the Architect/Engineer of Record's request, to satisfy the Owner as to their qualities.
- 13.7.7 The Vendor shall make inspection and tests of fabricated parts and manufactured articles by methods and at times as will ensure compliance with the Specifications in all respects.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1. TERMINATION FOR DEFAULT.

- 14.1.1. If the Vendor fails to perform any of its obligations under the Contract, the Owner may notify the Vendor and its surety, if applicable, in writing that the Vendor is in default. The giving of such notice shall start the running of a cure period of up to 14 days. Unless the Vendor cures such default within the cure period, the Owner may terminate the Contract for default. If the default cannot be cured within the cure period, and the Vendor requests additional time to cure, the Owner may extend the cure period in writing. If the Vendor fails to cure within the extended cure period, the Owner may terminate the Contract by sending a notice of termination for default. Termination for default will be effective upon receipt of the written notice of termination by the Vendor. Upon termination for default, the Vendor will only be paid the Purchase Order Price for Products delivered and accepted in accordance with the manner of performance set forth in the Contract.

- 14.1.2. In the event that the Vendor is terminated for default, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those terminated, and the Vendor shall be liable to the Owner for any excess costs for such similar supplies or services.

14.2. NON-EXCLUSIVITY

- 14.2.1. The remedies under the terms of the Contract are not exclusive of any other remedy. Each and every remedy is cumulative and in addition to any other remedy, existing now or hereafter, at law, or in equity.

14.3. COURT DETERMINATION.

- 14.3.1. If the Contract is terminated by the Owner for default, and it is subsequently determined by a court that such termination was not justified, such termination will be deemed a termination for convenience, effective as of the date the Vendor received the original notice of termination for default, and the provisions applicable to termination for convenience will apply.

14.4. TERMINATION FOR CONVENIENCE.

- 14.4.1. The Owner may terminate the Contract, in whole or in part, at any time by written notice to the Vendor when Owner decides to do so, for any reason, or no reason at all, in Owner's

sole and absolute discretion. Upon receipt of written notice of termination, all services and any performance hereunder by the Vendor shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Vendor shall submit a final invoice, within 30 days of such termination, reflecting the Products material and services actually furnished pursuant to the Contract and any Project Purchase Orders issued by the Owner. This final invoice shall be to the satisfaction of the Owner and for which no previous invoice was submitted.

- 14.4.2. The Vendor will be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Vendor shall promptly submit its termination Claim to the Owner. The parties must negotiate a settlement of the termination claim. If the Vendor has property in its possession belonging to the Owner, the Vendor shall account for all of that property, and dispose of it in the manner the Owner directs.
- 14.4.3. If the Contract is terminated in part, the Vendor shall continue the performance of the Contract to the extent not terminated under the provisions of this Section.

END OF SECTION

NOT FOR BIDDING

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending: _____

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

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

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

Number of Negative Results _____ Number of Positive Results _____

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

Date: _____

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

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

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

**Major Capital Program Pre-Purchase Services
2916 Duncan Road
Wilmington, DE 19808**

**AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs or, if the contractor and/or subcontractor meets the requirements under Title 29, Chapter 69, Section 6960A.(b)(1)c.1.-3., payment may be made in accordance with Title 29, Chapter 69, Section 6960A.(b)(1)d. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at:

<https://laborfiles.delaware.gov/main/det/apprenticeship/DE%20Craft%20Training%20Occupation%20List%20Effective%20March%201%202022.pdf>. If you have questions regarding craft training programs, please submit all questions in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. *This Affidavit of Craft Training Compliance must be submitted prior to contract execution.*

In accordance with Title 29, Chapter 69, Section 6960A.(a)(1), a contract relating to a public works project under § 6962 of Title 29 must include a craft training program for each craft in the project if at the time the contractor executes a public works contract, all of the following apply:

- a. A project meets the prevailing wage requirement under Section 6960 of Title 29.
- b. The contractor employs 10 or more total employees.
- c. The project is not a federal highway project, except for the project under Section 6962(c)(11) of Title 29.
- d. There is an apprenticeship program for a craft in the project on the list of crafts under Section 204(b)(2) of Title 19.

Pursuant to Title 29, Chapter 69, Section 6960A.(a)(2), *a contractor must commit that all subcontractors provide craft training* if paragraph (a)(1) of this section applies to the subcontractor. Failure to provide required craft training or payment on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6960A.(d)(1)-(3).

Craft(s): _____

Contractor Name: _____

Contractor Address: _____

**Contractor Program
Registration Number(s)** _____

On this line also indicate whether DE, Other State (identify) or US Registration Number

Or

A payment has been made in the amount established under Section 204(b)(2)b.2. of Title 19, for the craft into the Delaware Department of Labor’s Apprenticeship and Training Fund.

Or

Craft Training requirements are not applicable because:

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

State of Delaware)
County of _____)

ss:

Before me, a notary public, in and for said county and state, personally appeared, _____, who acknowledged to me that she/he did execute the foregoing instrument on behalf of _____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____ 20 ____.

Notary Public

Commission Expires _____

May 22, 2025

THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.

NOT FOR BIDDING

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Door Hardware Equipment Pre-Purchase.
- B. Owner's Name: Red Clay Consolidated School District.
- C. Architect / Engineer's Name: Studio JAED (SJ)
- D. The Project consists of the pre-purchasing of select door hardware for installation under separate contract

1.02 CONTRACT DESCRIPTION

- A. Lump-sum, material pre-purchase contract as defined by the documents herein.

1.03 GENERAL STANDARDS

- A. Mechanical Systems
 - 1. Manufacturers of all coils shall ensure that the coils are clean and free of any residue from the manufacturing and shipping process. If coils are found to be dirty or smoke when hot water is provided to them, the contractor will be responsible for cleaning of the coils, as well as, cleaning the building from smoke, coil emanations, or vapors.
 - 2. The contractor shall be responsible for all additional costs incurred as a result of substitutions or deviations from the basis of design shown on these drawings.
- B. Electrical Systems
 - 1. Material and equipment shall be UL, NEMA, ANSI, IEEE, ADA & CMB approved for intended purpose. Material and installation shall meet requirements of national and local electrical code.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Change procedures.

1.02 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.

1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals for review, information, and project closeout.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect or Engineer of record for review for the limited purpose of checking for compliance with information given and the design concept expressed in the contract documents.

3.02 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout as follows:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufacturers' field services.

1.02 RELATED REQUIREMENTS

- A. Section 01 42 16 - Definitions.

PART 3 EXECUTION

2.01 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

END OF SECTION

SECTION 01 42 16
DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. **Furnish:** To supply, deliver, unload, and inspect for damage.
- B. **Install:** To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. **Product:** Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. **Project Manual:** The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. **Provide:** To furnish and install.
- F. **Supply:** Same as Furnish.
- G. **Addendum:** Written change to the Bid Documents issued by the District prior to award of the Contract. Multiple such changes are referred to as "Addenda."
- H. **Architect/Engineer of Record:** The architect or engineer preparing final Construction Documents for each Project. The Architect/Engineer of Record shall, among its other duties, make a final determination of the types and quantities of Products to be used on each Project.
- I. **District:** The Red Clay Consolidated School District. The District is also referred to in the Contract Documents as the "Owner" and includes the District and its authorized agents and representatives.
- J. **Beneficial Occupancy:** The taking possession by the District of a portion of any particular Project for its use and/or occupancy on other than a temporary or emergency basis.
- K. A complete and properly signed written proposal of the Bidder, submitted on the Bid Proposal Form included in the Bid Documents, to furnish the necessary materials and to perform the Work in accordance with the Contract Documents and for the sum stipulated, verified for mathematical correctness in accordance with the terms set forth in the Instructions to Bidders, supported by the data called for by the bidding requirements for such Work.
- L. **Bid Bond:** The Bid Bond furnished by the Bidder as Bid Security.
- M. **Bidder:** An individual, firm, partnership, corporation or combination thereof, submitting a Bid for the Contract work.
- N. **Bidding Documents:** The documents listed on the Table of Contents, Section A on which the Bid is based.
- O. **Bid Security:** The cashier's check, certified check or U.S. currency, or Bid Bond, accompanying the Bid submitted by the Bidder, as a guarantee that the Bidder will enter into the Contract with the District for the performance of the Work and will furnish all other Bonds and insurance if the Contract is awarded to it.
- P. **Bond:** The Bid Bond given as Bid Security, if any, and the Performance Bond and Payment Bond, and any other Bonds required to be furnished by the Contract Documents.
- Q. **Change Order:** A written order to the Vendor signed by the District and the Vendor (except in the case of a Directive Order), issued after execution of a Contract and pursuant to a Change

Order Request, authorizing a change in the Products to be furnished by the Vendor, or an adjustment in the Purchase Order Price or the Delivery Schedule, or other changes in, or a written interpretation of the Contract Documents. A Change Order may be agreed to by all parties in all respects or may be a Directive Order.

- R. Change Order Request: A document submitted by the Vendor by the Architect/Engineer of Record requesting that a Change Order be issued to the Vendor and describing the events and circumstances giving rise to the request, the effect that the requested change will have on the Purchase Order Price and/or the Delivery Schedule.
- S. Contract: The Contract Documents
- T. Contract Documents:
 - 1. Invitation to Bid
 - 2. Instructions to Bidders
 - 3. Bid Proposal
 - 4. Contract
 - 5. Project Purchase Order(s)
 - 6. Performance Bond
 - 7. Payment Bond
 - 8. General Conditions
- U. Days: Unless otherwise designated, days mean calendar days.
- V. Delivery Date: The date or dates measured in weeks after the effective date of the Notice to Proceed issued by the District by which the Vendor shall deliver the Products under each Project Purchase Order for the corresponding Project.
- W. Delivery Schedule: The schedule of all Delivery Dates for Products for each separate Project.
- X. Directive Order: A kind of Change Order resulting where the District wishes to direct the Vendor to proceed with the performance of changed work prior to the Project Contractor's submittal of a Change Order Request or where the District and the Vendor do not agree that there is a change being made and which requires the Vendor to perform the work and maintain records from which to determine whether any additional costs are incurred or extensions of time are required.
- Y. Final Completion: The date upon which the Architect of Record certifies to the District that the Work of each Project, including Punch List items, has been completed in accordance with the Contract Documents and that the District has received all required documents, manuals, certificates and submittals provided for under the Contract. for each Project.
- Z. Hazardous Materials: Hazardous Materials means any and all materials identified as hazardous by any federal, state, county or municipal law, statute, ordinance, order or regulation related to the protection of the environment or worker safety and health. The term "Hazardous Materials" is sometimes used interchangeably with the term "Hazardous Substances".
- AA. Indicated or As Indicated: A term meaning, "as shown on the Drawings, as specified in the Technical Specifications and/or as required by or reasonably inferable from the Contract Documents."
- AB. Inspector: An authorized representative of the District, or if authorized by the District, a representative of the Project Contractor assigned to make inspections and/or tests of the work performed or being furnished by the Project Contractor.
- AC. Invitation to Bid: The invitation to make a Bid issued by the District to Bidders.
- AD. Architect or Engineer: Studio JAED, and its successors and permitted assigns.
- AE. Notice of Award: Written notice to the successful Bidder that the District is awarding the Contract to that Bidder.

- AF. Notice to Proceed: Written notice from the District to the Vendor to proceed with the Work. Separate Notice to Proceed shall be issued for each separate Project Purchase Order.
- AG. Owner: The District.
- AH. Product or Products: The equipment furnished and delivered by the Vendor pursuant to the Contract and the separate Project Purchase Orders issued by the District pursuant to the Contract.
- AI. Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Vendor to illustrate a material, product or system for some portion of the Work.
- AJ. Program: The Owner's Program for the renovation and improvement of the schools listed in the bid documents. The Program is comprised of multiple separate Projects.
- AK. Project: All design, construction and other work necessary to construct the construction, improvements and or renovations at each location.
- AL. Project Contractor: The individual, firm, partnership or corporation, or combination thereof, including joint ventures, which, as an independent contractor, has entered into a contract with the District for the performance of the work of a particular Project. Vendor shall deliver the Products to the Project Contractor at the Project Site
- AM. Project Site: The area enclosed within the project limits indicated in the Drawings and boundaries of local streets and public easements in which the Project Contractor is to perform the Work under the Contract, either exclusively or in conjunction with others performing other work as part of the Project. Products furnished by the Vendor under each Project Purchase Order shall be delivered to the respective Project Site.
- AN. Project Purchase Order: The purchase order or purchase orders issued by the District for each separate Project, pursuant to the terms of the Contract.
- AO. Project Purchase Order Modification: A written order to the Vendor signed by the District and the Vendor (except in the case of a Directive Order), issued after execution of a Project Purchase Order, authorizing a change in the Products to be furnished by the Vendor, or an adjustment in the Purchase Order Price or the Delivery Schedule, or other changes in, or a written interpretation of the Contract Documents.
- AP. Project Purchase Order Price: The price set forth in each of the respective Project Purchase Orders issued by the District to the Vendor pursuant to the terms of the Contract. Purchase Order Price can be adjusted only by written Change Order accompanies by a written Project Purchase Order Modification.
- AQ. Project Schedule: The schedule for each Project prepared and maintained by the Project Contractor. The Vendor's Delivery Schedule shall comply with the delivery requirements of the Bid Documents and shall be coordinated with the Project Schedule.
- AR. Samples: Physical examples which illustrate materials, equipment, fixtures and workmanship and which establish standards by which the Work may be judged, provided that the Work is otherwise in conformity with the Contract Documents.
- AS. Shop Drawings: Drawings, diagrams, illustrations, schedules, performance charts and other data specifically prepared for the Project by the Vendor or any subcontractor, manufacturer, supplier or distributor, which are representative of the quality of materials to be used in the Products, and which illustrate (a) the proposed fabrication and assembly of structural elements; and (b) the installation (form, fit, and attachment details) of materials or equipment and submitted to the District by the Vendor. Shop Drawings shall be deemed to include Product Data, literature, and performance and test data.
- AT. Specifications: The portion of the Contract Documents consisting of written descriptions of materials, equipment, construction systems, design standards and quality of the Project, and

other written directions and requirements for completing the Work. Specifications are sometimes referred to as Technical Specifications.

AU. Substantial Completion of the Work: Substantial Completion of the Work for each Project means the date certified by the Architect of Record and approved by the District as the date upon which (a) construction is sufficiently complete in accordance with the Construction Documents and functionally suitable for its intended purpose; and (b) a certificate of occupancy has been issued.

AV. Technical Specifications: The term "Specifications" and "Technical Specifications" are used interchangeably.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

NOT FOR BIDDING

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitution Submittal Procedure:

1. Submit three copies of request for substitution for consideration at least 10 days prior to the bid, unless otherwise stated. Limit each request to one proposed substitution.
2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery with the contractor assigned to the project, to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.
- I. All Products must be shipped F.O.B. designation Project Site location to the Project Contractor. Prior to shipment, the Vendor shall contact the Project Contractor to confirm shipping information. All risk of loss or damage to the Products procured under the Contract, or any part thereof, prior to delivery to the Project Contractor shall be borne by the Vendor. Any loss or damage incurred during shipment shall not alleviate the Vendor from the conformance with the terms and conditions of the Contract. Unless the Contract specifies otherwise the Vendor shall ship all Products in accordance with the following instructions:
- J. Shipments by the Vendor or its subcontractors must include packing sheets containing the Owner's Contract No., Project Purchase Order No. description and quantity of Products shipped, part number or size, if applicable, and appropriate evidence of inspections. The Vendor shall not include vermiculite or other hazardous substance in any packing included with the Products shipped. Products shipped on the same day must be consolidated on one bill-of-lading or airbill unless Owner authorizes otherwise. The total number of shipping containers must be referenced on all shipping documents.
- K. The Vendor shall label each shipping container with the Contract No., the Project Purchase Order No., and the number that each container represents of the total number being shipped (e.g., Box 1 of 2, Box 2 of 2).
- L. The Vendor shall include copies of documentation supporting prepaid freight charges (e.g., carrier invoices or UPS shipping log/manifest), if any, with its invoices.
- M. If the Vendor is unable to comply with the shipping instructions in the Contract, the Vendor shall promptly notify the Owner and the Architect/Engineer.

END OF SECTION

SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.

1.02 RELATED REQUIREMENTS

- A. Section 00 72 13 - General Conditions: Performance bond and labor and material payment bonds, warranty and correction of work.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Addenda.
 - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.

- E. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

END OF SECTION

NOT FOR BIDDING

SECTION 01 79 00
DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

- A. Demonstration of products and systems where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
 - 1. Pre-Purchased systems and equipment.

1.02 RELATED REQUIREMENTS

- A. Section 01 78 00 - Closeout Submittals: Operation and maintenance manuals.
- B. Other Specification Sections: Additional requirements for demonstration and training.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.04 QUALITY ASSURANCE

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
 - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
 - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstration may be combined with Owner personnel training if applicable.
- C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
 - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

- A. Conduct training on-site unless otherwise indicated.
- B. Owner will provide classroom and seating at no cost to Contractor.
- C. Provide training in minimum two hour segments.
- D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:

1. The location of the O&M manuals and procedures for use and preservation; backup copies.
 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
 3. Typical uses of the O&M manuals.
- F. Product- and System-Specific Training:
1. Review the applicable O&M manuals.
 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
 4. Provide hands-on training on all operational modes possible and preventive maintenance.
 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
 6. Discuss common troubleshooting problems and solutions.
 7. Discuss any peculiarities of equipment installation or operation.
 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
 10. Review spare parts and tools required to be furnished by Contractor.
 11. Review spare parts suppliers and sources and procurement procedures.
- G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

END OF SECTION

SECTION 08 71 00
DOOR HARDWARE

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes commercial door hardware for the following:
 - 1. Swinging doors.
- B. Door hardware includes, but is not necessarily limited to, the following:
 - 1. Mechanical door hardware.
- C. Related Sections:
 - 1. Division 08 Section "Hollow Metal Doors and Frames".
 - 2. Division 08 Section "Flush Wood Doors".
 - 3. Division 08 Section "Aluminum-Framed Entrances and Storefronts".
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. NFPA 70 - National Electrical Code.
 - 4. NFPA 80 - Fire Doors and Windows.
 - 5. NFPA 101 - Life Safety Code.
 - 6. NFPA 105 - Installation of Smoke Door Assemblies.
 - 7. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:
 - 1. ANSI/BHMA Certified Product Standards - A156 Series.
 - 2. UL10C - Positive Pressure Fire Tests of Door Assemblies.
 - 3. ANSI/UL 294 - Access Control System Units.
 - 4. UL 305 - Panic Hardware.

1.03 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing, fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 - 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.

- b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Warranty information for each product.
4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- D. Informational Submittals:
- 1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

1.04 CLOSEOUT SUBMITTALS

- A. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Procedures.
- 1. Project Record Documents: Provide record documentation of as-built door hardware sets in digital format (.pdf, .docx, .xlsx, .csv) and as required in Division 01, Project Record Documents.

1.05 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).
- C. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
- E. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.

1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
- F. Each unit to bear third party permanent label indicating compliance with the referenced testing standards.
- G. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
 1. Function of building, purpose of each area and degree of security required.
 2. Plans for existing and future key system expansion.
 3. Requirements for key control storage and software.
 4. Installation of permanent keys, cylinder cores and software.
 5. Address and requirements for delivery of keys.
- H. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
 1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
 3. Review sequence of operation narratives for each unique access controlled opening.
 4. Review and finalize construction schedule and verify availability of materials.
 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- I. At completion of installation, provide written documentation that components were applied according to manufacturer's instructions and recommendations and according to approved schedule.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
 1. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.07 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
 1. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.08 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.
- C. Warranty Period: Unless otherwise indicated, warranty shall be one year from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 POWER TRANSFER DEVICES

- A. Concealed Quick Connect Electric Power Transfers: Provide concealed wiring pathway housing mortised into the door and frame for low voltage electrified door hardware. Furnish with Molex™ standardized plug connectors and sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.
 - 1. Manufacturers:
 - a. Securitron (SU) - EL-CEPT Series.
 - b. Von Duprin (VD) - EPT-10 Series.

2.02 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.
- B. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:
 - 1. Threaded mortise cylinders with rings and cams to suit hardware application.
 - 2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
 - 3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.
 - 4. Tubular deadlocks and other auxiliary locks.
 - 5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
 - 6. Keyway: Match Facility Standard.
- C. Patented Cylinders: ANSI/BHMA A156.5, Grade 1 Certified Products Directory (CPD) listed cylinders employing a utility patented and restricted keyway requiring the use of a patented key. Cylinders are to be protected from unauthorized manufacture and distribution by manufacturer's United States patents.
 - 1. Patented key systems shall not be established with products that have an expired patent. Expired systems shall only be specified and supplied to support existing systems.
 - 2. Manufacturers:
 - a. Schlage (SC) - Everest D.
 - b. No Substitution.
- D. Keying System: Each type of lock and cylinders to be factory keyed.

1. Supplier shall conduct a "Keying Conference" to define and document keying system instructions and requirements.
 2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
 3. Existing System: Field verify and key cylinders to match Owner's existing system.
- E. Key Quantity: Provide the following minimum number of keys:
1. Change Keys per Cylinder: Two (2)
 2. Master Keys (per Master Key Level/Group): Five (5).
 3. Construction Keys (where required): Ten (10).
- F. Construction Keying: Provide construction master keyed cylinders.
- G. Key Registration List (Bitting List):
1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
 2. Provide transcript list in writing or electronic file as directed by the Owner.

2.03 MORTISE LOCKS AND LATCHING DEVICES

- A. Mortise Locksets, Grade 1 (Heavy Duty): Provide ANSI/BHMA A156.13, Series 1000, Operational Grade 1 Certified Products Directory (CPD) listed mortise locksets. Listed manufacturers shall meet all functions and features as specified herein.
1. Manufacturers:
 - a. Corbin Russwin Hardware (RU) - ML2000 Series.
 - b. Sargent Manufacturing (SA) - 8200 Series.
 - c. Schlage (SC) - L9000 Series.

2.04 CYLINDRICAL LOCKS AND LATCHING DEVICES

- A. Cylindrical Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.2, Series 4000, Operational Grade 1 Certified Products Directory (CPD) listed cylindrical locksets. Listed manufacturers shall meet all functions and features as specified herein.
1. Manufacturers:
 - a. Corbin Russwin Hardware (RU) - CLX3300 Series.
 - b. Sargent Manufacturing (SA) - 10X Line.
 - c. Schlage (SC) - ND Series.

2.05 DEADLOCKS AND LATCHES

- A. Mortise Deadlocks, Small Case: ANSI/BHMA A156.36, Grade 1, small case mortise type deadlocks constructed of heavy gauge wrought corrosion resistant steel. Steel or stainless steel bolts with a 1" throw and hardened steel roller pins. Deadlocks to be products of the same source manufacturer and keyway as other specified locksets.
1. Manufacturers:
 - a. Corbin Russwin Hardware (RU) - DL4000 Series.
 - b. Sargent Manufacturing (SA) - 4870 Series.
 - c. Schlage (SC) - L460 Series.
- B. Mortise Deadlocks, Large Case: ANSI/BHMA A156.13 Grade 1 Certified Products Directory (CPD) listed large case mortise type deadlocks constructed of heavy gauge wrought corrosion resistant steel. One piece stainless steel bolts with a 1" throw. Deadlocks to be products of the same source manufacturer and keyway as other locksets.
1. Manufacturers:
 - a. Corbin Russwin Hardware (RU) - ML2000 Series.
 - b. Sargent Manufacturing (SA) - 8200 Series.
 - c. Schlage (SC) - L9460 Series.

- C. Cylindrical Deadlocks: ANSI/BHMA A156.36 Grade 1 Certified Products Directory (CPD) listed deadlocks to fit standard ANSI 161 preparation. Provide tapered collars to resist vandalism and 1" throw solid steel bolt with hardened steel roller pins. Deadlocks to be products of the same source manufacturer and keyway as other locksets.
1. Manufacturers:
 - a. Corbin Russwin Hardware (RU) - DL3000 Series.
 - b. Sargent Manufacturing (SA) - 480 Series.
 - c. Schlage (SC) - B600 Series.

2.06 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
 2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
 3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
 4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.
- B. Standards: Comply with the following:
1. Strikes for Mortise Locks and Latches: BHMA A156.13.
 2. Strikes for Bored Locks and Latches: BHMA A156.2.
 3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
 4. Dustproof Strikes: BHMA A156.16.

2.07 CONVENTIONAL EXIT DEVICES

- A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:
1. Exit devices shall have a five-year warranty.
 2. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
 3. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.
 4. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
 5. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.
 6. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
 - a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
 - b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.

7. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
 8. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.
 9. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
 10. Rail Sizing: Provide exit device rails factory sized for proper door width application.
 11. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.
- B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 Certified Products Directory (CPD) listed exit devices. Listed manufacturers shall meet all functions and features as specified herein.
1. Provide exit devices with functions and features as follows:
 - a. Where required by code, provide knurling or abrasive coating on all levers leading to hazardous areas.
 - b. Meets UL and CUL Standard 10C Positive Pressure, Fire Test of Door Assemblies with levers that meet A117.1 Accessibility Code.
 - c. No catch points: addition of applied deflectors or other added components are not allowed.
 - d. No visible plastic.
 - e. Concealed hex key dogging with an active or passive dogging indicator where specified that shows visible indication of secured state.
 - f. Chassis indicators as specified that show secured state of exterior trim.
 - g. Heavy duty end caps with flush and overlapping options made of stainless steel, brass, or bronze with architectural finishes.
 - h. Constructed of all stainless steel.
 - i. Stainless steel pullman type latch with deadlock feature.
 - j. Narrow or wide style exterior trim as specified in the hardware sets.
 - k. Center case adjustability on concealed vertical rod exit devices; single operation with hex key individually adjusts top or bottom latches. No retainer screws or clips required to maintain adjustment.
 - l. Ten-year limited warranty for mechanical features.
 2. Electromechanical exit devices shall have the following functions and features:
 - a. Universal Molex plug-in connectors that have standardized color-coded wiring and are field configurable in fail safe or fail secure and operate from 12vdc to 24vdc regulated.
 - b. Wire routing for all non-access control electromechanical functions and EcoFlex trim to be contained within the carrier of the device eliminating the need for cavities in doors to be drilled. Include a protective film so that wires don't get damaged if the rail needs to be removed.
 - c. EcoFlex or equivalent technology that reduces energy consumption up to 92% as certified by GreenCircle.
 - d. Options to be available for request-to-exit or enter signaling, latchbolt and touchbar monitoring.
 - e. Field configurable electrified trim to fail-safe or fail-secure that operates from 12-24VDC.
 3. Manufacturers:
 - a. Corbin Russwin Hardware (RU) - PED4000 / PED5000 Series.
 - b. Sargent Manufacturing (SA) - PE80 Series.
 - c. Von Duprin (VD) - 35A/98 XP Series.
- C. SURFACE DOOR CLOSERS
1. All door closers specified herein shall meet or exceed the following criteria:

- a. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers.
 - b. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
 - c. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the Americans with Disabilities Act, provide units complying with ANSI ICC/A117.1.
 - d. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
 - e. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
 - f. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.
2. Door Closers, Surface Mounted (Large Body Cast Iron): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control.
 - a. Large body cast iron surface mounted door closers shall have a 30-year warranty.
 - b. Manufacturers:
 - 1) Corbin Russwin Hardware (RU) - DC8000 Series.
 - 2) LCN Closers (LC) - 4040XP Series.
 - 3) Sargent Manufacturing (SA) - 281 Series.
- D. FABRICATION
1. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.
- E. FINISHES
1. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
 2. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware
 3. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.02 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.

- B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.03 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
 - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. DHI TDH-007-20: Installation Guide for Doors and Hardware.
 - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
 - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- D. Push Plates and Door Pulls: When through-bolt fasteners are in the same location as a push plate, countersink the fasteners flush with the door face allowing the push plate to sit flat against the door.
- E. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- F. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.04 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.05 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.06 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.07 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
 - 1. Quantities listed are for each pair of doors, or for each single door.
 - 2. The supplier is responsible for handling and sizing all products.
 - 3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
 - 4. At existing openings with new hardware the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.
- B. Refer to Door Hardware Set Schedules in the bidding documents.

END OF SECTION

PART 2 PRODUCTS

6.01 DESIGN AND PERFORMANCE CRITERIA

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide individual items of single type, of same model, and by same manufacturer.
- C. Provide door hardware products that comply with the following requirements:
 - 1. Applicable provisions of federal, state, and local codes.

6.02 FINISHES

END OF SECTION