



INVITATION FOR BIDS

DATE: May 16, 2022

Newport News Public Schools
ISSUING OFFICE:

PURCHASING DEPARTMENT
12465 WARWICK BOULEVARD
NEWPORT NEWS, VA 23606-3041
TELEPHONE: (757) 591-4525
FAX: (757) 591-4593

Attention of Bidder is Directed To Section
2.2-4367 to 2.2-4377 Code of Virginia
(Ethics In Public Contracting)

BID ITEM NO.
022-0-2022SJ

PROCUREMENT OFFICER
Shaelee Jones
Senior Procurement Specialist
VCA, VCO

OPENING DATE
June 16, 2022

OPENING TIME
10:00 AM

PREBID CONFERENCE
Non-Mandatory
DATE: May 23, 2022
TIME: 10:00 AM

SEALED BIDS will be received in the issuing office above until Opening Date and Opening Time as specified in this solicitation to include any addendums issued by this office. Newport News Public Schools is not responsible for late delivery by U. S. Postal mail or other couriers.

All inquiries for information regarding this Invitation for Bid should be directed to the Buyer listed in this IFB or 757-591-4533

COMMODITY: CLASSROOM CASEWORK NIGP CODE:16505,41513,41539,41540, 42011, 49535

PLEASE FILL IN BIDDER'S NAME & ADDRESS IN THE SPACES PROVIDED BELOW:

THIS IS NOT AN ORDER

THE NEWPORT NEWS SCHOOL BOARD, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS) ALSO REFERRED TO AS "OWNER", RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART AND TO WAIVE ANY INFORMALITIES IN THE BID PROCESS AND RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE SPECIFICATIONS IN THIS BID ARE INTENDED AS A QUALITY INDICATOR AND GUIDE FOR BIDDING AND UNLESS OTHERWISE STATED, NNPS WILL CONSIDER ALTERNATE BIDS OF EQUAL OR BETTER QUALITY, WHICH WILL BE ACCOMPANIED BY DESCRIPTIVE LITERATURE. THE ENTIRE CONTENTS OF THIS INVITATION FOR BID, ANY ADDENDA, AND BIDDER'S RESPONSE SHALL BE INCORPORATED INTO ANY RESULTING CONTRACT.

NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

Classroom Casework Replacement Various Locations	BID TOTAL: \$ _____ USD
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ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

IN COMPLIANCE WITH THIS BID, AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO EXECUTE ANY CONTRACT AS A RESULT OF THIS BID. THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS/SERVICES AT THE PRICE(S) INDICATED ON THE PRICING SCHEDULE. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE BIDDER/COMPANY. FAILURE TO MAKE THIS COMMITMENT MAY RESULT IN BID REJECTION.

DELIVERY: State your earliest firm delivery or performance date: _____ 20____. This date may be a factor in making the award.
PAYMENT TERMS: _____ **DELIVERY TIME:** _____

SHIPPING TERMS: ALL PRICES QUOTED F.O.B. NEWPORT NEWS, VIRGINIA

Authorized Agent	_____ Signature	_____ Type or Print Name	_____ Email Address
Company FEI/FIN#	_____	_____ Phone Number	_____ FAX Number

SPECIFIC LEGAL REQUIREMENTS

ANTI-COLLUSION:

In the preparation and submission of this bid/proposal, said bidder/offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in violation of the Sherman Act (15 U.S.C. Section 1), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. The undersigned bidder/offeror hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, NNPS has an interest in, or is concerned with, this bid/proposal; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this bid/proposal.

DRUG-FREE WORKPLACE:

During the performance of this contract, the successful bidder/offeror agrees to (i) provide a drug-free workplace for the successful bidder's/offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the successful bidder's/offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the successful bidder/offeror that the successful bidder/offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each successful bidder/offeror or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance or work done in connection with a specific contract awarded to a successful bidder/offeror in accordance with federal law, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL BIDDER/OFFEROR SHALL BE PROHIBITED:

1. During the performance of this contract, the successful bidder/offeror agrees as follows:
 - a. Bidder/offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the successful bidder/offeror. The successful bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. Successful bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder/offeror, shall state that such successful bidder/offeror is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. Successful bidder/offeror shall include the provisions of the foregoing Subsections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. A bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 will include in its bid or proposal the identification number issued to it by the State Corporation Commission in the space provided below. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement why the bidder/offeror is not required to be so authorized. Bidder/offeror is to include the VA Code reference authorizing the exemption in said statement.
3. Any bidder/offeror described in the foregoing Subsection 2. that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Superintendent or designee.
4. Any business entity described in the foregoing Subsection 1. that enters into a contract with NNPS shall not allow its existence to lapse or its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

Name and Address of BIDDER/OFFEROR: _____ Date: _____ Authorized Signature: _____
 Printed Name: _____ Title: _____
 Phone Number: _____ Fax Number: _____
 Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

State Corporation Commission Identification Number: _____

Is bidder/offeror a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American Native American Asian American Other; Please Explain:

Service Disabled Veteran? Yes No
Service Disabled Veteran Business? Yes No
Woman Owned? Yes No
Small Business? Yes No
Faith-Based Organization? Yes No

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I. SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. This Project is envisioned as a multi-project, multi-school project that will be funded on a project-by-project, school-by-school basis. Separate purchase orders will be awarded to the successful vendor for each project or multiple projects awarded at the same time individual proposals are submitted. Pricing submitted will apply to all projects for the duration of the contract. The contract will be for one (1) initial year with the option to renew the (4) additional one-year terms.

B. SPECIFIC REQUIREMENTS

1. All casework within this project is intended to replace or supplement existing casework.
2. Except as noted otherwise, casework containing regulated materials (lead-based paint or asbestos) will be removed under separate contract.
3. Vendor is required to provide all labor, material, equipment and supplies needed to affect a turn-key project. All items in price sheet are inclusive of this.
4. Approximate quantity of casework per school is listed within the bid documents as Attachment A. The list is not intended to portray anything more than rough magnitude of the total project.
5. All debris removal or construction related debris is to be removed from the work site on a daily basis utilizing vendor-provided waste containers.
6. During normal school year operation (beginning end of August – early June), installation work will be done after the end of the instructional day (night time). If work is done during the summer months, work will be done during normal NNPS work hours, typically 40 hours within a 4 day work week. Other times may be arranged on a project by project basis.
7. Each classroom's casework awarded under this contract will be completely installed prior to moving on to another classroom unless multiple classrooms may be finished within a single work day. This is intended to cover the installation of the cabinets, counter tops and backsplashes only. Other items that would constitute final completion such as installation of VCB on kick spaces or final installation of the sink are not covered by this provision.

In cases where the work is more than may be accomplished in a single work shift, the vendor shall leave the space in a condition that does not hinder instruction within the classroom the following day. Covering of unfinished work to prevent student tampering or other unsafe access to the incomplete work is to be included in the scope of work.
8. Sink bases constructed under this contract will require cutting of the counter top to accommodate NNPS provided sink. Installation of sink and drain will be by NNPS. In cases where removal of existing casework is included, vendor shall disconnect and remove sink and drain as part of the work. Temporary plugging of the drain to prevent sewer gas entering the space is included in the scope of work.
9. If products used in this project contain high levels of VOC's, ventilation of the work space shall be provided utilizing ventilation devices provided by the vendor. On-site component fabrication should be kept to a minimum to avoid this issue.
10. Damage caused as a result of this work, which will not be covered by installed casework shall be repaired by the vendor. Exceptions to this will be considered on a case-by-case basis.
11. Storage of work-in-process shall be at the vendor's normal place of business or other off-site storage facility. NNPS will not provide storage within its facilities for any project related materials. Should the vendor choose to set a temporary storage trailer (conex box for example) NNPS will work with the vendor to identify a space

on the site to accommodate this. Once work at the project site is complete, all temporary storage shall be removed within one week of completion.

12. Use of tobacco products, alcohol or illegal drugs are prohibited on NNPS property. Vendor employees shall exit or be removed from the property upon discovery of such use and not be allowed back on property for the duration of that particular project.

II. SPECIAL INSTRUCTIONS TO THE BIDDER:

A. Issuing Office:

Wherever used in this Invitation for Bid, Issuing Office will be:
Shaelee Jones, VCA, VCO, Senior Procurement Specialist
Newport News Public Schools Purchasing Department
12465 Warwick Boulevard
Newport News, VA 23606
Phone: (757) 591-4533
Fax: (757) 591-4593
Email: shaelee.jones@nn.k12.va.us

B. Owner's Representative:

Wherever used in this Invitation for Bid and for purposes of any notices under this contract, the Owner's Representative will be:

Plant Services
Wade Beverly, Executive Director
Greg Harrow, Supervisor of Plant Services, Maintenance
Newport News Public Schools
12580 Patrick Henry Dr.
Newport News, Virginia 23602
Phone: (757) 881-5024 Ext. 14104
Email: wade.beverly@nn.k12.va.us gregory.harrow@nn.k12.va.us

C. Contact with NNPS Staff, Representatives, and/or Agents:

Direct contact with NNPS staff, representatives, and/or agents other than Purchasing Department staff on the subject of this IFB or any subject related to this IFB is expressly prohibited except with the prior knowledge and permission of the Director of Procurement.

D. Pre-Bid Conference:

NON-MANDATORY pre-bid conference will be held at Newport News Public Schools School Board Office located at 12465 Warwick Blvd., Newport News, Virginia 23606 in Administration Conference Room on May 23, 2022 **at 10:00 A.M., Eastern Time** to answer any questions regarding this IFB. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the bid will be formally addressed by the Issuing Office via addenda. Attending this conference is recommended.

E. Site Visit:

Richneck Elementary School. See "G. b." below

F. Bidders of Record:

Bidders receiving a copy of this IFB from a source other than the Issuing Office via the www.eVA.virginia.gov

website must contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax number, and the IFB Item Number. Bidder will be added to the eVA planholders' list and will receive notification of any addenda to the IFB.

G. Examination of Contract Documents and Project Site:

It is the responsibility of each Bidder before submitting a Bid:

- a. To examine thoroughly the Bid Documents;
- b. To visit the site to become familiar with and satisfy the Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work; **BIDDER IS REQUIRED TO COORDINATE ALL SITE VISITS THROUGH THE OWNER PRIOR TO COMING ON NNPS PROPERTY.**
- c. To study and carefully correlate the Bidder's knowledge and observations with the Bid Documents and such other related data; and;
- d. To promptly notify the Owner of all conflicts, errors, ambiguities, or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or field/site conditions.

H. Questions:

Submit questions regarding the Invitation for Bid in writing to the Issuing Office at shaelee.jones@nn.k12.va.us no later than May 27, 2022, 10:00 A.M. Eastern Time. Necessary replies will be issued to all Bidders of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the bid documents.

Bidder is responsible for checking the www.eVA.virginia.gov website or contacting the Issuing Office within 48 hours prior to bid closing to secure any addenda affecting this IFB.

I. Changes or Modifications:

Changes or modifications to this Invitation for Bids made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Acknowledge receipt of addenda in the space provided on the cover page of this Invitation for Bid. Oral modifications shall not form a part of the Bid documents. This IFB and any addenda shall be incorporated, by reference, into any resulting contract.

J. Bid Submittal Requirements: DUE JUNE 16, 2022 no later than 10:00 A.M. delivered to Shaelee Jones VCA, VCO, Senior Procurement Specialist, located at 12465 Warwick Blvd., Newport News, VA 23606

1. Each Bid submission shall be submitted to the Issuing Office no later than 10:00 A.M. on June 8, 2020 and will include the following documents:
 - a. The cover page of this Invitation to Bid, which will contain:
 - (1) Original signature of an agent authorized to bind the company;
 - (2) Payment terms;
 - (3) Acknowledgment of any addenda on page one (1); and
 - (4) Registered Virginia Contractor No. and Class;
 - b. Bid Response Form (**Attachment A**);
 - c. Completed and signed anti-collusion/nondiscrimination clauses on page 2 of this IFB;
 - d. Signed Certification of Compliance with Code of Virginia, §22.1-296.1 (**Attachment B**);
 - e. Completed Contractor's Questionnaire Form (**Attachment C**);
 - f. Copies of Contractor and Subcontractor(s) valid Commonwealth of Virginia Contractor license;
 - g. To ensure reasonable emergency response time (4 hours or less), Contractor shall submit addresses of General Contractor's offices that list an operational office that is no more than 250 miles driving distance from the Project site.

Note: Each Bidder shall submit with its bid that is \$100,000.00 or more, a bid bond from a surety company selected by the Bidder that is authorized to do business in Virginia, or cashier's check, payable to Newport News Public Schools equal to five percent (5%) of the total bid price. The Bid Bond is a guarantee that if the contract is awarded to the Bidder, he will enter into the contract for the work mentioned in the bid.

2. Bidder shall submit one original and one (1) copy of its Bid. This original of the Bid shall contain the original signature of the contracting authority.
3. Submit Bids in a sealed envelope or package. Clearly label the shipping/ mailing packaging as well as the outside of your sealed envelope or package with the Bid Item No., Closing Date and Time, and your firm's name and address. **Bids received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.** Bids will be received on or before the date and the hour and at the place stipulated in the Invitation for Bids as may be modified by subsequent Addenda. Purchasing Department operating hours are on the NNPS website at <http://sbo.nn.k12.va.us/index.html> .

The official time used for the receipt of responses is determined by reference to the clock designated by the Procurement Officer. The Procurement Officer shall determine when the Bid Receipt Deadline has arrived and shall announce that the Deadline has arrived and that no further bids or bid modifications will be accepted.

4. Bidders are encouraged to submit their bids on recycled paper and to use double-sided copying.
5. Bidder Qualification:

To demonstrate its qualifications to perform the Work, each Bidder shall be prepared to submit further written satisfactory evidence that the Bidder has sufficient experience, necessary capital, materials, machinery and skilled workers to complete the Work. If financial statements are required they shall be of such date as the Owner shall determine and shall be prepared on forms acceptable to the Owner. The Owner may make any such investigations as deemed necessary to determine the ability of the Bidder to perform the Work. The Owner's decision or judgment on these matters shall be final, conclusive and binding.

6. Subcontractor Qualification:

Each Bidder shall submit to the Owner a list of all Subcontractors who will be performing work on the Project. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of experience and qualifications of each such Subcontractor, person and organization. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person and organization, the Owner may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent low Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder. For any Subcontractors, other persons, or organization so listed and to whom Owner does not make written objection prior to giving the Notice of Award, it will be deemed the Owner has no objection.

7. Responsibility of the Bidder:

By submitting their Bid, Bidders certify that:

They are not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred;

Bidder has sufficient financial ability to perform the Contract and Contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the Owner;

Bidder (including any officer, director or owner thereof) has not had judgments entered against Bidder within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

Bidder has not been in substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause. For the purpose of this paragraph, substantial noncompliance must be documented in writing in the construction project file and any such information relating thereto given to the contractor at that time, with the opportunity to respond.

K. Proprietary Information/Disclosure:

Bidder is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Bidder. Specifically, if Bidder seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342.

Bidder shall:

- (i) invoke the protections of this section prior to or upon submission of the data or other materials,
- (ii) identify the data or other materials to be protected,
- (iii) state the reasons why protection is needed.

Furthermore, the Bidder shall submit proprietary information under separate cover, and Owner reserves the right to submit such information to the Owner attorney for concurrence of the Bidder's claim that it is in fact proprietary. References may be made within the body of the bid to proprietary information; however, all information contained within the body of the bid not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes. Trade secrets or proprietary information submitted by an Bidder in conjunction with this IFB are not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA). However, Bidder must invoke the protection of the VFOIA prior to or upon submission of the data or other materials. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that Bidder's costs and/or bid pricing are to be protected is unacceptable. Bidder will be requested to remove any such statement(s) in order to be eligible for further evaluation and award.

L. Notice of Award:

Any contract resulting from this IFB will be publicly posted for inspection on www.eVA.virginia.gov , <http://sbo.nn.k12.va.us/index.html> , as well as in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia.

M. Award:

The award of contracts shall be at the sole discretion of the Owner. Unless cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, Owner may negotiate with the apparent low bidder to obtain a contract price within available funds. The Owner reserves the right to accept or reject any or all bids in whole or in part and to waive any informalities in the process. Furthermore, the Owner reserves the right to enter into any contract deemed to be in the Owner best interest. Should the Owner, in its sole discretion, determine that it is in the Owner's best interest to award separate contracts for one or more of the parts and products requested herein, Owner reserves the right to award a contract to more than one Bidder.

N. IFB Opening:

Bidder shall ensure their bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this Invitation for Bid. Bids received after the specified date and time (time stamped 10:01 A.M. or later) shall not be considered and will be returned unopened to Bidder.

O. Withdrawal of Bids:

A bidder for a contract may request withdrawal of his or her bid under the following circumstances:

A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the NNPS Purchasing Agent in writing.

Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the NNPS Purchasing Agent, in writing, accompanied by full documentation supporting the request. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. If bid bonds were tendered with the bid, NNPS reserves its right to exercise collection.

No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.”

P. Disposition of Bids:

All materials submitted in response to this IFB shall become the property of the Owner. One (1) copy of each bid will be retained for official files. Said copy will become public record after award of the contract and will be open to public inspection subject to the Proprietary Information/Disclosure section of this IFB.

Q. Cost of Responding:

This solicitation does not commit the Owner to pay any costs incurred by the Bidder or any other party in the preparation and/or submission of bids or in making necessary studies or designs for the preparation thereof, nor is the Owner obligated to procure or contract for such services.

III. GENERAL TERMS AND CONDITIONS

A. Definitions

The Contract Documents consist of the solicitation for bids, the Bid Pricing Form, the detailed specifications listed in **Attachment D** including Drawings and Specifications, Addenda issued prior to the execution of the Contract, each Project proposal submitted for each assigned project, and Modifications issued after execution of the Contract.

The Contract is formed by and consists of the Contract Documents.

The Owner is the Newport News School Board also sometimes referred to as the Newport News Public Schools or NNPS.

The Work means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of a Project.

The Extra Work means approved construction and services added to the Project.

The Project is the total construction of which the work performed under the Contract Documents may be the whole or part and which may include construction by the Owner and by separate contractors.

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

The Specifications are that portion of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.

The Owner Representative is the person or entity identified by the Owner to make decisions with respect to the matters requiring the Owner's approval or authorization.

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

The Engineer is the person lawfully licensed to practice engineering or an entity lawfully practicing engineering identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Engineer" means the Engineer or the Engineer's authorized representative.

The Project Manager is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term Project Manager means the Project Manager or the Project Manager's authorized representative.

The Written Notice to Proceed is a document issued by the Owner Representative requiring the Contractor to begin Work within a time specified in the Notice to Proceed.

The Change Order is a written instrument prepared by the Project Manager or Architect/Engineer and signed by the Owner, Architect/Engineer, and Contractor, stating their agreement upon all of the following:

a change in the Work;

the amount of the adjustment in the Contract Sum, if any; and

the extent of the adjustment in the Contract Time, if any.

The Construction Change Directive is a written order prepared by the Project Manager or Architect/Engineer and signed by the Owner, Project Manager (if different from Owner), and Architect/Engineer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

The Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

B. Administration of the Contract:

The Project Manager will provide administration of the Contract and will be the Owner Representatives (1) during construction and (2) until final payment is made. The Owner's Representative will advise and consult with the Owner and will have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

C. Contract Document:

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect /Engineer or the Architect's/Engineer's consultants, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and the Architect/Engineer or Architect's/Engineer's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all.

D. Contract Modification(s):

A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect/Engineer. After award, any and all modification to the Contract shall be made by a Modification. The Owner's standard to modify the Contract is the acceptance of standard AIA documents G701 in its latest edition, properly executed by the Owner, Architect/Engineer, and Contractor with subsequent issuance of a change order (purchase order).

E. Bidder Obligation:

Bidder shall carefully examine the contents of this Invitation for Bid and any subsequent addenda. Failure to do so shall not relieve the Successful Bidder of its obligation to note any exceptions (see Exceptions/Alternatives section) and to fulfill the requirements of this contract

F. Conditions Of Work:

Bidders shall inform themselves fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Bidder of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract

G. Bid Binding For Ninety (90) Days:

Bidder agrees that this bid shall be binding and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing date of this Invitation for Bid

H. Prime Contractor:

If in its performance of this contract, Successful Bidder supplies goods or services by or through another party or subcontractor, Successful Bidder agrees that:

1. Successful Bidder shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
2. Successful Bidder represents and warrants that Successful Bidder has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that OWNER is not liable to such third parties or subcontractors for any work performed under this contract.

The use of subcontractors and the work they perform must receive the prior written approval of Owner. The Owner will designate a Contract Administrator to approve such work. Successful Bidder shall be solely responsible for all work

performed and materials provided by subcontractors. Successful Bidder shall be responsible for the liability of subcontractors for the types and limits required of the Successful Bidder under this contract.

I. Subcontractors:

Successful Bidder's use of subcontractors and the work they are to perform must receive written approval from NNPS. Successful Bidder shall be solely responsible for all work performed and materials provided by subcontractors. Successful Bidder shall be responsible for the liability of subcontractors for the types and limits required of the Successful Bidder.

J. Non-Assignment:

Successful Bidder shall not assign its rights and duties under this Agreement without the prior written consent of the NNPS Contract Administrator.

K. Antitrust:

Any perceived anti-trust violation shall be reported to the State Attorney General for possible enforcement of anti-trust laws.

L. Anticollusion/Nondiscrimination Requirements Form:

The attached "Anticollusion/Nondiscrimination Requirements" form, on page 2 of this IFB, shall be executed by Bidder and is to be submitted with Bidder's bid. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this IFB. A contract will not be awarded to an Bidder who has not signed the anticollusion/nondiscrimination statement.

M. Compliance with Federal, State, and Local Laws and Federal Immigration Law:

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

N. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth:

Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. NNPS may void any contract with the Contractor if the Contractor fails to remain in compliance with the provisions of this section.

O. Hold Harmless/Indemnification:

It is understood and agreed that Successful Bidder hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Bidder, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Bidder agrees to indemnify and hold harmless Owner and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Bidder or those for whom Successful Bidder is legally liable. Upon written demand by the Owner, Successful Bidder shall assume and defend at Successful Bidder's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

P. Notices:

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

- To Owner: NNPS Contract Administrator as designated in this IFB.
- To Successful Bidder: Successful Bidder's Contract Administrator as defined in Successful Bidder's bid.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

Q. Non-Responsive Performance:

Delivery Delays: Owner reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.

Unacceptable Deliveries (Rejections): Upon notification by the Owner that goods and/or service deliverables provided by the Successful Bidder under this contract are damaged and/or not of the quality specified by the Owner, such goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by Owner.

Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of Owner within ten (10) days of notification. Rejected goods and/or service deliverables not removed from Owner premises within ten (10) days will be regarded as abandoned, shall become the property of Owner, and Owner shall have the right to dispose of such items.

Owner Purchase From Alternate Sources: Owner reserves the right to authorize immediate purchase from other sources against delayed deliveries and/or rejections. The Successful Bidder shall reimburse Owner promptly for excess costs incurred by Owner for such purchases. Any such purchases will be deducted from the contract amount. In the event Owner cost of obtaining goods and/or service deliverables from other sources be less, Successful Bidder shall have no claim to the difference.

Liability: Successful Bidder shall be liable to Owner for all costs incurred by Owner as a result of Successful Bidder's failure to perform in accordance with the contract. Successful Bidder's liability shall include, but not be limited to: Damages and other delay costs, to include costs to procure goods/services from alternate suppliers. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Bidder and/or rejections of Successful Bidder's goods and/or service deliverables. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by Owner due to non-responsive performance of Successful Bidder.

R. Termination Without Cause:

Owner may at any time, and for any reason, terminate this Contract by written notice to Successful Bidder specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Bidder by certified mail/return receipt requested, addressed to the Successful Bidder's Contract Administrator. In the event of such termination, Successful Bidder shall be paid such amount as shall compensate Successful Bidder for the work satisfactorily completed, and accepted by Owner, at the time of termination. In the event Owner terminates this Contract, Successful Bidder shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to Owner any work completed or in process for which payment has been made.

S. Termination With Cause/Breach:

In the event that Successful Bidder shall for any reason or through any cause be in default of the terms of this Contract, Owner may give Successful Bidder written notice of such default by certified mail/return receipt requested, addressed to the Successful Bidder's Contract Administrator. Unless otherwise provided, Successful Bidder shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Bidder to cure the default, Owner may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Successful Bidder shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to Owner any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by Owner and provisions herein with respect to opportunity to cure default shall not be applicable.

T. Breach of Contract:

Successful Bidder shall be deemed in breach of this contract if the Successful Bidder:

- Fails to comply with any terms of this contract;
- Fails to cure such noncompliance within ten (10) calendar days from the date of the Owner written notice or such other time frame, greater than ten (10) calendar days, specified by the NNPS Contract Administrator in the notice.
- Fails to submit a written response to the Owner notification of noncompliance within ten (10) calendar days after the date of the Owner notice.

All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Bidder shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Bidder and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Owner in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

U. Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

V. Compliance With All Laws:

Successful Bidder shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Bidder represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Bidder is a corporation, Successful Bidder further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Newport News business license, personal property, real estate and other applicable tax requirements shall be met by Successful Bidder.

W. Venue:

Venue shall be in the Circuit Court of the City of Newport News, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by the Owner.

X. Severability:

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

Y. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that the Owner shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, Owner shall immediately notify the Successful Bidder of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to the Owner of any kind whatsoever.

Z. Tax Exemption:

The Owner is exempt from federal excise tax and from all State and local taxes. Successful Bidder shall not include such taxes in any invoices under this agreement. Upon request, the Owner will furnish the Successful Bidder with tax exemption certificates or the Owner tax exempt number.

AA. Vendor's Invoices:

Successful Bidder shall submit to the Owner all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed Owner purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful Bidder's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Bidder's invoices shall provide at a minimum:

- Type and description of the Product or Service installed, delivered and accepted;
- Serial numbers, if any;
- Quantity delivered;
- Charge for each item;
- Extended total (unit costs x quantity);
- This IFB number and the NNPS Purchase Order Number.

BB. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with the Owner which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

CC. Warranty/Guarantee:

The Successful Bidder guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from the date of Final Completion as specified by Owner. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Bidder or Successful Bidder's workmen are responsible, to the building or equipment, to Successful Bidder's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or

manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). The Successful Bidder shall make any such replacement immediately upon receiving notice from the Owner.

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work. All warranties and guarantees of the Contractor noted in the Specifications or contained herein shall survive the expiration of the Contract or the early termination of the Contractor.

In addition to the foregoing stipulations, the Contractor shall comply with all other guarantees and warranties referred to in any portion of the Contract Documents, the more stringent requirement governing. If, for any reason the Contractor cannot guarantee any part of his Work using the material or construction methods which have been specified or shown, it shall notify the Owner's Representative or Architect/Engineer in writing before the Notice to Proceed is given, giving reasons together with the name of the product and data on substitutions he can guarantee. Should the Contractor fail to so notify the Owner's Representative or Architect prior to receiving the Notice to Proceed, the Contractor will be held to have agreed to guarantee all Work specified or shown.

DD. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Successful Bidder's invoice must be completed and accepted by the Owner. Owner agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due the Owner under the terms of this or any other agreement may be applied against Successful Bidder's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the Owner and Successful Bidder regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of bids. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Bidder shall be Net 45 days.

Special Educational or Promotional Discounts:

The contractor shall extend any special educational or promotional sale prices or discounts immediately to Newport News Public Schools during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

EE. Prompt Payment:

The Owner will promptly pay for completed, delivered goods or services accepted under this Contract by the payment date established. The required payment date will be either: (i) the date on which payment is due under the terms of this Contract for the provision of the goods or services; or (ii) if a date is not established by this Contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later.

Within twenty (20) days after the receipt of the invoice or goods or services, the Owner shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Should Owner fail to pay the Contractor by the pay date, finance charges may be assessed by the Contractor. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month. This will not apply to late payment provisions in any public utility tariffs or public utility negotiated Contracts. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

In cases where payment to Contractor is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this Contract.

Individual Contractors shall provide to the Owner their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

Within seven (7) days after Contractor receives payment from the Owner, Contractor shall take one or more of the following actions:

1. Pay all subcontractors for the proportionate share of the total payment received from Owner attributable to the work performed by the subcontractors under this Contract;
2. Notify Owner and all affected subcontractors, in writing, of Contractor's intention to withhold all or a part of each affected subcontractor's payment including the reason for nonpayment.
3. Pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after (7) seven days following receipt by the Contractor of payment from Owner for work performed by the subcontractor under that Contract, except for amounts withheld, as allowed in #2 above.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of Owner. A Contract modification will not be made for the purpose of providing reimbursement by Owner for interest charges owed by Contractor. A cost reimbursement claim to the Owner shall not include any amounts for reimbursement of interest charges owed by Contractor.

FF. Payment by Electronic Funds Transfer (EFT)

(a) Method of payment.

(1) All payments by Newport News Public Schools (NNPS) under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event NNPS is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting Department (hereafter referred to as "Accounting") no later than 15 days prior to submission of the first request for payment. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to Accounting.

(c) Mechanisms for EFT payment. NNPS may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association

(d) Suspension of payment.

(1) The NNPS is not required to make any payment under this contract until after receipt, by Accounting, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract.

(2) If the EFT information changes after submission of correct EFT information, NNPS shall begin using the changed EFT information no later than 30 days after its receipt by Accounting to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by Accounting. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because NNPS used the Contractor's EFT information incorrectly, NNPS remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of NNPS' release of the EFT payment transaction, and—
- (i) If the funds are no longer under the control of Accounting, NNPS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to Accounting, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to NNPS, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. NNPS is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. Accounting shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. NNPS may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods Accounting is capable of executing. However, NNPS does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to NNPS. If NNPS makes payment by check in accordance with paragraph (a) of this clause, NNPS shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to Accounting. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
- (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
 - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:

Accounting Department
NNPS Administration Building
12465 Warwick Blvd.
Newport News, Virginia 23606
Tel: (757)591- 4513
Kimberly Powell, Supervisor of Accounting
Kimberly.powell1@nn.k12.va.us

GG. Audits:

The Owner shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Bidder, including, but not limited to those kept by Successful Bidder, its employees, agents, assigns, successors and subcontractors. Successful Bidder shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Owner, through its employees, agents, representatives, contractors or other designees, during normal business hours at Successful Bidder's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for the Owner. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Owner may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

IV. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

Contract term is one (1) year commencing on date specified in Notice of Award with four (4) one-year renewals.

B. Drawings and Project Manuals:

In addition to the documents described herein, the Bid Response/Pricing form, Attachment D, and the associated Specifications/Drawings are hereby incorporated into this contract, by reference, as if written herein verbatim and are all considered contract documents.

C. Drawing and Specifications; Use and Ownership:

Upon award, the Owner will furnish to the Contractor, free of charge, copies of Drawings and/or Specifications reasonably necessary for the execution of the Work.

When the Work involved is common to a trade or industry, which can be judged as acceptable, or not by commonly accepted standards for a specific trade, the Contractor shall not use the inadequacy or omission of drawing detail or specification language to excuse his failure to perform to the highest industry standards. All Drawings and/or Specifications shall remain the property of the Owner, and shall not be reused on other Work by the Contractor.

D. Construction Schedule:

The Contractor shall submit upon a timeframe mutually agreeable between the Owner and Contractor, after award of Contract a schedule for each assigned project which shall show the order (and value of) in which the Contractor proposes to carry on the Work. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practical execution of the Work.

E. Time is of the Essence:

Time is of the essence in this Contract. Contractor expressly acknowledges that in the performance of its obligations, Owner is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Contractor and may sustain substantial losses by reason of untimely performance.

F. Insurance:

Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the contract and no later than ten (10) days after award of the contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this IFB. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

Insurance shall be maintained during the entire term of the contract and shall be of the following forms and limits:

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Miscellaneous Errors and Omissions with Intellectual Property Rights Coverage, Including Copyright Infringement	\$1,000,000
Umbrella/Excess Liability	\$5,000,000

The establishment of minimum limits of insurance by Owner does not reduce or limit the liability or responsibilities of the Contractor.

G. Bonds:

Unless otherwise noted, all surety documents required herein shall be received and approved by the NNPS Contract Administrator prior to beginning work under the contract and no later than five (5) days after issuance of the "Notice of Award" for this IFB. Each of the required bonds shall be payable to the Owner. Bonds shall be executed by one or more surety companies selected by Bidder which are legally authorized to issue bond and do business in the Commonwealth of Virginia. With the exception of any required Bid Bond, each of the above bonds shall be maintained through the term of the contract and any extensions. *Note in accordance with §2.2-4338, alternative forms of security in lieu of a bid, performance, or payment bond, a bidder may furnish a certified check, cashier's check, or cash escrow in the face amount required for the bond. If approved by the School Board attorney in advance and prior to submitting a bid, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the public body equivalent to a corporate surety's bond.

Bid Bond

Each Bidder shall submit with its bid that is \$100,000.00 or more, a bid bond from a surety company selected by the Bidder that is authorized to do business in Virginia, or cashier's check, payable to Newport News Public Schools equal to five percent (5%) of the total bid price. The Bid Bond is a guarantee that if the contract is awarded to the Bidder, he will enter into the contract for the work mentioned in the bid.

Performance and Payment Bonds

Successful Bidder shall furnish to Owner a payment bond and a performance bond each equal to one hundred percent (100%) of the Contract price and each payable to Newport News Public Schools before any agreement is approved and issued if the Project assigned to the Successful Bidder is \$100,000.00 or more. The performance bond shall be conditioned upon the faithful performance of the Contract in strict conformity with the terms and conditions of the Contract, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work.

H. Unauthorized Disclosure of Information:

The Contractor shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Contractor, its subcontractors, agents or employees under or in connection with this contract. The Contractor shall save harmless and indemnify Owner and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Contractor shall, upon written demand by Owner, assume and defend, at the Contractor's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Contractor, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. Owner may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Contractor shall save harmless and indemnify Owner for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

I. Copyright/Patent Indemnity:

The Successful Bidder shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Successful Bidder shall indemnify Owner and hold Owner harmless from any cost, expense, damage or loss incurred in any manner by Owner on account of any such alleged or actual infringement.

J. Title to Equipment:

Successful Bidder shall pass to Owner clear and unrestricted title to all equipment purchased, delivered, and accepted under this contract upon payment of the purchase price.

K. Liquidated Damages:

If the Contractor fails to complete each assigned project within the time specified in the project proposal, the Contractor shall pay liquidated damages to Owner in the amount of \$250.00 for each calendar day of delay until the work is completed and accepted and both certificates identified above have been properly authorized and submitted to Owner. If Owner terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination for Cause clause.

L. Time Extensions:

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

M. Responsibility for Work:

The Contractor shall be responsible for the protection of their Work until final acceptance. The Contractor shall be responsible for damage to or destruction of the Work caused by the negligence of the Contractor, or any other party under the control and supervision of the Contractor. Contractor agrees to make no claims against the Owner for damages for the Work from any cause except negligence or willful acts of the Owner, improper or faulty design, acts of any Enemy, or acts of war. Contractor shall obtain and maintain in force until Owner's final acceptance of Project, Builders' Risk Insurance that fully covers any loss or damage to Project.

N. Changes in the Work:

The Owner may make changes in the drawings and specifications or scheduling of the Contract within the general scope at any time. If such changes add to or deduct from the Contractor's cost of the Work, the Contract price shall be adjusted accordingly. All such Work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be included as part of the negotiated change order.

The Contractor shall be prepared to justify any price for Extra Work by providing detailed breakdown and supporting documents when requested by the Owner.

1.If sub-contractor does the actual Work, the mark-up shall be limited to a maximum of 15%. If the subcontractor does not enter into the Work he shall not be added into the cost. General Contractor mark-up shall be limited to a maximum of 10%.

2.If the General Contractor is solely responsible for the Work the maximum mark-up shall be limited to 10%.”

O. Extension of Time:

(a) Extension of time stipulated in the Contract for completion of the Work will be made when formally approved Change Orders, fully executed by the Owner, Architect, and Contractor, when such changes in the Work increase the overall scope; when the Work is suspended; or when the Work of the Contractor is delayed on account of physical conditions or acts of others which could not have been foreseen by, or which were beyond the control of the Contractor, his subcontractors or suppliers, and which were not the result of their fault or negligence.

(b) NO TIME EXTENSION WILL BE GRANTED BY THE OWNER UNLESS THE FOLLOWING PROCESS IS FOLLOWED. If, during any month the Contractor is unable to Work for reasons beyond the Contractor's control and believes the Contractor is due an extension; the Contractor shall submit in writing, along with the Contractor's monthly request for progress payments, a request for the extension which clearly explains the circumstances which the Contractor feels justifies and extension. The request will be reviewed by the Owner and a written response, granted or rejecting the request, will be issued. Any request for days older than the current month will be dismissed without consideration. Time extensions shall constitute a formal change to Contract terms and conditions and a formal Change Order (AIA Form G701 in its latest edition) shall be issued by the Owner accordingly and as specified herein.

P. Different Site Conditions:

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contract Administrator of-

- Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or
- Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

The Owner's Representative(s) shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing, accordingly. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice

required; *provided*, that the time prescribed in this paragraph for giving written notice may be extended by the Issuing Office. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

Q. Site Investigations and Conditions Affecting Work:

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Owner. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. Nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

R. Correction of Work:

The Contractor shall promptly correct Work rejected by the Owner or Architect/Engineer 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. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Owner's and Architect's/Engineer's services and expense made necessary thereby.

Within two (2) years after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established by Section III. BB., or by terms of an applicable special warranty required by the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The period of two (2) years shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this section IV. S. shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

S. Suspension of Work:

The Owner may at any time suspend the Work, or any part thereof, by giving a ten (10) day notice to the Contractor in writing or in the case of an emergency, immediately. The Work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall reimburse the Contractor for expenses incurred as a result of such suspension.

T. Material and Workmanship:

All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. Any references in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

All work under this contract shall be performed in a skillful and workmanlike manner. Owner may require, in writing, that the Contractor remove from the work any employee the Contract Administrator deems incompetent, careless, or otherwise objectionable.

U. Permits and Responsibilities:

The Contractor shall, without additional expense to Owner, be responsible for obtaining any necessary licenses and permits required to complete work under this contract, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

V. Material and Appliances:

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities of a quantity and quality necessary for the execution and completion of the Work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall promptly notify in writing the Owner representative if any change in materials as specified is contemplated or proposed. Any such proposed change shall be promptly investigated, and if found to be necessary and/or acceptable, the Contract shall be formally modified. Any change in materials shall be made at the Contractors own risk unless approved as prescribed above.

W. Superintendence by Contractor:

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent, who is satisfactory to the Owner, and has authority to act for the Contractor.

X. Owner's Representative's Status:

The Owner Representative shall at all times have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

The Owner Representative shall perform technical inspection of the Work Owner Representative has authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. Owner Representative shall also have authority to reject all Work and materials which do not conform to the Contract and to decide questions which arise in the execution of the Work.

Notwithstanding such inspection, the Contractor will be held responsible for the acceptability of the finished Work. If the specifications, the Owner Representative's instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and if the inspection is by an authority other than the Owner, of the date fixed for such inspection. If any Work required to be inspected should be covered without proper approval or consent it must, if required, be uncovered for examination and properly restored at the Contractor's expense.

Reexamination of any Work may be ordered, and if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract, the Owner shall pay the cost of reexamination and replacement. If such Work is not in accordance with the Contract, the Contractor shall pay such cost.

The Owner Representative's presence and actions do not replace the legal requirements of the State and/or local building codes. Notwithstanding the Owner Representative's actions or instructions, the Contractor shall adhere to all building code requirements regarding inspection and approvals.

Whenever work being done by the Owner's forces, utility companies, or by other contractors' forces is contiguous to Work covered by this Contract, the respective rights of the various interests involved shall be established by the Owner Representative to secure the completion of the various portions of the Work in general harmony.

The Owner Representative shall, within a reasonable time after presentation to him, make decisions in writing on all matters relating to the execution and progress of the Work or the interpretation of the specifications and/or drawings.

In making these decisions, the Owner Representative, shall have authority to make interpretations and minor changes as to the scope of Work not involving extra cost, and not inconsistent with the purpose of the Work. If the Contractor claims that any such instructions involve extra cost, he shall give written notice thereof within ten (10) days, after the receipt of such instruction. Except in an emergency endangering life and/or property, no extra cost shall be accepted by the Owner unless pursuant to a formal modification to the Contract.

Y. Employees:

The Contractor shall at all times enforce proper discipline and order among his employees, and shall seek to avoid employing on the Work any unfit person or anyone not skilled in the Work assigned to him. The Owner reserves the right to require the Contractor to remove from the Project any employee whose actions are detrimental and disruptive to the Project. Proper discipline and order include the wearing of appropriate clothing; inappropriate messages such as drug, sex, tobacco or alcohol messages depicted on clothing will not be tolerated and will result in immediate removal of the employee from the job site. All NNPS properties are tobacco free; smoking is banned from all school property. Adequate sanitary facilities shall be provided by the Contractor. The Contractor shall be responsible for complying with all OSHA, Virginia OSHA, NFPA, NEC, etc. requirements. Contractor shall provide to the Owner's Representative, its Employee Worker Safety Program prior to receiving the Notice to Proceed.

Z. Certification for Contractors in Direct Contact with Students:

In accordance with the Code of Virginia, prior to making an award for services that require direct contact with students, the Contractor and any employee who will have direct contact with students must certify (i) that he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. "Direct contact with students" is defined as "being in the presence of students during regular school hours or during school-sponsored activities" **A signed certification to this effect must be completed prior to Contractor entering the Owner premises . Contractor is responsible to obtain signed certifications for any subcontractors performing Work under this Contract.**

AA. Other Contracts:

Owner may undertake or award other contracts for additional work at or near the site of the Work under this contract. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of materials and the execution of Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other contractors, the Contractor shall inspect and promptly report to the Owner Representative any defects in such Work that render it unsuitable for such proper execution and results. The Contractor shall fully cooperate with the other contractors and with Owner employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contract Administrator. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Owner employees.

BB. Protection of the Public and of Work and of Property:

The Contractor shall provide and maintain all necessary watchmen, flagmen, barricades, and signage in accordance with requirements of the law and of the Owner Representative and take all reasonable precautions for the protection and safety of the public. Contractor shall continuously maintain reasonable protection of all Work from damage, and shall take all reasonable precautions to protect property from injury or loss arising in connection with this Contract. The Contractor shall take reasonable precautions to protect private property adjacent to the project from such nuisances as debris and excessive noise. Contractor shall make good any damage, injury or loss to his Work and to the property Owner resulting from lack of reasonable protective precautions, except such as may be caused by agents or employees of the Owner.

Section YY (a) - Emergency Work

In a situation which affects the safety of life, or of the Work, or of adjoining property, the Contractor is, without special instructions or authorization from the Owner Representative, permitted to act at his discretion to prevent such threatening loss or injury. Contractor shall also act, without appeal, if so authorized or instructed by the Owner Representative. Any compensation claimed by the Contractor on account of emergency Work, shall be determined by mutual agreement and is subject to the notification requirements. Claims shall be submitted to the Owner no later than the current month's scheduled Project progress meeting.

CC. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements:

The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contract Administrator.

The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contract Administrator may have the necessary work performed and charge the cost to the Contractor.

DD. Environmental Consideration:

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

EE. Hazardous Materials:

By acceptance of this Contract, the Contractor certifies that it has provided a list of any hazardous material to be delivered under this Contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. Additionally, the Contractor agrees to update this list during performance of the Contract, whenever the Contractor determines that any other material to be delivered under this Contract is hazardous. Failure of the Contractor to disclose this information is grounds for termination.

FF. Copyright/Patent Indemnity:

The Contractor shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Contractor shall indemnify Owner and hold Owner harmless from any cost, expense, damage or loss incurred in any manner by Owner on account of any such alleged or actual infringement.

GG. Partial Occupancy or Use:

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 is consented by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect/Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

HH. Payments withheld prior to prior to Final Acceptance of Work:

As a result of discovered evidence, the Owner may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect himself from loss caused by:

- (a) Defective Work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
- (c) Failure of the Contractor of making payments properly to subcontractors or for material or labor.
- (d) Damage to another Contractor.

II. Correction of Work before Final Payment:

The Contractor shall promptly remove from the premises all materials and work rejected by the Owner's Representative as failing to meet Contract requirements, whether incorporated in the Work or not, and the Contractor shall promptly replace materials and/or re-execute Work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned Work and materials within ten (10) days after written notice, the Owner may remove them and store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten (10) after written notice, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

JJ. Cleaning Up:

The Contractor shall remove at its own expense from the Work site and from all public and private property all temporary storage structures, rubbish, and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission for such disposal granted to the Contractor by the Owner Representative where such disposal is in accordance with local ordinances.

KK. Acceptance and Final Payment:

(a) Upon receipt of written notice that the Work is substantially completed or ready for final inspection and acceptance, the Owner's Representative [the Project Manager and the Architect/Engineer (when assigned to the Project)] will promptly make such inspection, and when the Owner Representative finds the Work acceptable under the Contract and the Contract fully performed or substantially completed, The Owner and Architect/Engineer (when assigned to the Project) shall promptly issue a certificate signed by both the Owner and Architect/Engineer (when assigned to the Project), stating that the Work required by this Contract has been completed or substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of Work with specified amounts for each incomplete or

defective item or Work, is due and payable. The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed in accordance with the Contract as modified by any change orders agreed to by the parties so that the Owner can occupy the Project or specified area of the Project for the use for which it is intended.

(b) The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled claims or from faulty Work appearing within the guarantee period provided in the Special Conditions, from the requirements of the Drawings and Specifications, or from manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

LL. Claims for Extra Compensation:

If Contractor encounters work and services not included in this Contract or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Contract and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Project Manager and Architect/Engineer (if assigned to the Project) in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth.

Upon written notification to the Owner; the Project Manager and Architect /Engineer (if assigned to the Project) shall promptly review any claim for extra compensation. If a claim is accepted by Owner it shall be paid as extra work in accordance with the terms of a formal Change Order executed by all parties before such work is begun.

The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the Owner to analyze the need for the extra work and the costs claimed for the work.

The above referenced IFB is hereby clarified as follows. Specifications are included below.

SECTION 1 - INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Provisions of the Contract and of the Contract Documents apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Wood cabinets.
2. Plastic-laminate countertops.
3. Shop finishing of interior woodwork.

1.3 DEFINITIONS

A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

B. For purposes of this contract, “Architectural Woodwork” includes (1) millwork/casework type items, (2) multi-piece [birch] standing and running trim and rails associated with new bench assemblies, and (3) some specialty work requiring both shop fabricated and field assembled high quality woodwork items. Some of the work could traditionally be considered “finish carpentry;” because of the special composite construction and generally high quality required, all is considered “architectural woodwork.”

1.4 SUBMITTALS

A. Product Data: For each type of product indicated, including cabinet hardware and accessories, and finishing materials and processes.

1. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

1. Show details full size.
2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
3. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets electrical boxes, raceways and devices and other items installed in architectural woodwork.
4. Show locations and sizes of cutouts and holes for pneumatic tube stations, and other items installed in courtroom architectural woodwork.
5. For blueprint-matched work, show veneer leaves with dimensions, grain direction, exposed face, and identification numbers indicating the flitch and sequence within the flitch for each leaf.

C. Samples for Initial Selection:

1. Shop-applied transparent finishes.
2. Plastic laminates.
3. PVC edge material.

D. Woodwork Quality Standard Compliance: Provide proof of membership in AWI Quality Certification Program. Coordinate para below with qualification requirements in Division 1 Section “Quality Requirements” and as supplemented in “Quality Assurance” Article.

E. Qualification Data: For Installer and fabricator.

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance. Shop is a certified participant in AWI's Quality Certification Program.

B. Installer Qualifications: Fabricator of products. Certified participant in AWI's Quality Certification Program.

C. Quality Standard: Unless otherwise indicated, comply with “Architectural Woodwork Standards – 2nd Edition, October 1, 2014 published jointly by Architectural Woodwork Institute (AWI), Architectural Woodwork Manufacturer’s Association of Canada (AWMAC), and Woodwork Institute (WI) for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.

1. Provide AWI Quality Certification Program certificates indicating that woodwork complies with requirements of grades specified. Contractor, upon award of work, shall register the work under this section with the AWI Quality Certification Program (855-345-0991).
2. Obtain and pass a third party final inspection of architectural woodwork by the AWI Quality Certification Corporation prior to delivery.
3. Obtain and pass a third party final inspection of installed architectural woodwork by the AWI Quality Certification Corporation. AWI program of self-certification by manufacturer in lieu of third party inspection is not acceptable.

D. Fire-Test-Response Characteristics: Where fire-retardant materials or products are indicated, provide materials and products with specified fire-test-response characteristics as determined by testing identical products per test method indicated by UL, ITS, or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify with appropriate markings of applicable testing and inspecting agency in the form of separable paper label or, where required by authorities having jurisdiction, imprint on surfaces of materials that will be concealed from view after installation.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 25 and 55 percent during the remainder of the construction period.

B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.

2. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating woodwork without field measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.8 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.

B. Wood Species and Cut for Transparent Finish: White Oak (QD), quarter sawn.

C. Wood Products: Comply with the following:

1. Hardboard: AHA A135.4.

2. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1.

D. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or, if not indicated, as required by woodwork quality standard.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering high-pressure decorative laminates that may be incorporated into the Work include, but are not limited to, the following:

a. Formica Corporation.

b. Nevamar Company, LLC; Decorative Products Div.

c. Panolam Industries International Incorporated. (Pionite)

d. Wilsonart International; Div. of Premark International, Inc.

E. Edgebanding: Rigid Veneer Tape edgebanding, 5/8" thick at doors and drawer fronts, 7/8" thick elsewhere.

2.2 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets, except for items specified in Division 8 Section "Door Hardware." Provide all hardware necessary for complete and functioning cabinets whether specified or not.
- B. Butt Hinges: 2-3/4-inch (70-mm), 5-knuckle steel hinges made from 0.095-inch- (2.4-mm-) thick metal, and as follows:
1. Semi-concealed Hinges for Flush Doors: BHMA A156.9, B01361.
 2. Semi-concealed Hinges for Overlay Doors: BHMA A156.9, B01521.
- C. Heavy Duty Casters: Swivel zinc-plated steel casters with nominal 5 inches (125 mm) diameter by 1-1/2 inch (38 mm) to 2 inch (50 mm) wheels with sealed bearings and non-marking polyurethane or hard rubber tread. Provide without brakes unless indicated otherwise. Where brakes are indicated, provide type that locks both swivel and wheel.
1. Load Rating: 675 pounds per caster unless indicated otherwise.
 2. Available Manufacturers. Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following: R&K Industrial Wheels, Caster City, Hamilton Caster & Mfg.
- D. Back-Mounted Pulls: BHMA A156.9, B02011.
1. Wire Pulls: Back-mounted, solid metal, 4 inches (100 mm) long, 5/16-inch (8 mm) in diameter
- E. Catches: Roller catches, BHMA A156.9, B03071. Provide large roller catches, BHMA A156.9, B03112 for extra large cabinet doors, such as full-height cabinets.
- F. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081.
- G. Shelf Rests: BHMA A156.9, B04013; metal, two-pin type with shelf hold-down clip.
1. Provide cushion bearing pad at each rest for glass shelves.
- H. Drawer Slides: BHMA A156.9, B05091.
1. Standard Duty (Grade 1, Grade 2, and Grade 3): Side mounted and extending under bottom edge of drawer; full-extension type; zinc-plated steel or epoxy-coated steel with polymer rollers.
 2. Heavy Duty (Grade 1HD-100 and Grade 1HD-200): Side mounted; full-extension type; zinc-plated steel ball-bearing slides.
 - a. Box Drawer Slides: 100 lbf (440 N). Accuride #7432, Knape & Vogt #KV8414, or Fulterer #FR 5000 Series.
 - b. File Drawer Slides: 150 lbf (670 N). Accuride #4032, Knape & Vogt #KV8500, or Fulterer #FR 5755.
 - c. File Drawer Slides: 200 lbf (890 N). Accuride #3640A, Knape & Vogt #KV8800, or Fulterer #FR 5302 (> 30-inch wide drawers)
- I. Tray Drawer Guides: Surface-mounted plastic guides with slot for flat trays. Design standard is Hafele #430.34 series. Mount guides at spacing indicated on Drawings.

J. Tote Trays: Provide childproof, non-toxic, impact-resistant molded plastic storage trays with lids of dimensions indicated equal to the following products of Jonti-Craft. Colors selected by Owner. <http://www.jonticraft.com/Products/detail.asp?ITEM=8008JC>

1. Cubbie Tray: 8.675 inches wide by 13.5 inches deep by 5.25 inches tall. Jonti-Craft #8000JC.
2. Cubbie Lid: For 8.675 inches wide by 13.5 inches deep tray. Jonti-Craft #8000JC.

K. Door Locks: BHMA A156.11, E07121.

L. Drawer Locks: BHMA A156.11, E07041.

M. Grommets for Cable Passage through Countertops: 2.5-inch (75-mm) OD, black, molded-plastic grommets and matching removable plastic caps with slot for wire passage.

1. Grommet Size: To suit 2 1/2-inch diameter hole, 1 9/32-inch inside diameter and 5/8 inch deep.
2. Cap Size: 3-inch maximum overall diameter, with a cord slot 7/8-inch wide.

N. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

O. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.3 UNDERCOUNTER UTILITY BRACES

A. Undercounter Utility Braces: Heavy-duty prefabricated steel braces for full cantilevered support of countertop from rear wall without reducing knee space. Provide braces designed to accommodate leveling cleats and passage of conduit and piping and complete with predrilled holes for screw fasteners.

1. Load Capacity: 500 pounds minimum per pair at 16 inches o.c. as installed, and up to 1000 pounds per pair as fabricated. Install at 16 inches o.c. along full length of countertops unsupported by cabinetry unless indicated otherwise.
2. Size: 21 inches x 28 inches minimum for standard 30-inch deep counter unless indicated otherwise. Provide smaller sizes suitable for smaller counters as approved.
 - a. 5" x 8"
 - b. 8" x 12"
 - c. 15" x 18"
 - d. 21" x 24"
 - e. 21" x 28"
3. Finish: Factory finish baked enamel or primed and ready for field painting. Factory finish color as selected by Architect from manufacturer's full range.
4. Available Manufacturers: Subject to compliance with requirements, provide the basis of design FastCap "SpeedBrace"; www.fastcap.com or equivalent product. Other available manufacturers include, but are not limited to, the following:
 - a. Lyman Associates.
 - b. Best Brackets.
 - c. A & M Brackets.

2.4 ORNAMENTAL SPECIALTY HARDWARE*

A. Coat and Hat Hooks (student cubbies for backpacks and coats): Dual prong cast aluminum hook with matt finish with 2 exposed mounting screws. Provide Shiffler B 1048 Sku#: IV582, Mfg#: 582A92 or equivalent. www.shifflerequip.com

2.5 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.

B. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln dried to less than 15 percent moisture content.

C. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

D. Steel Plates and Angles: ASTM A36, shop primed, (field paint in Division 9 Section "Paints"). (miscellaneous clips etc.)

E. Security Fasteners: Provide vandal-resistant ("Torx-head") security fasteners conforming to requirements in Division 11 Section "Security/Detention Equipment" for applications in exposed and semi-exposed surfaces.

F. Adhesive for Bonding Plastic Laminate: Contact cement.

1. Adhesive for Bonding Edges: Hot-melt adhesive or as specified above for faces.

2.6 FABRICATION, GENERAL

A. Interior Woodwork Grade: Unless otherwise indicated, provide Premium-grade interior woodwork complying with referenced quality standard.

B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.

C. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:

1. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members 3/4-inch (19 mm) Thick or Less: 1/16-inch (1.5 mm).

2. Edges of Rails and Similar Members More Than 3/4-inch (19 mm) Thick: 1/8-inch (3 mm).

3. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members and Rails: 1/16-inch (1.5 mm).

D. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements indicated on Shop Drawings before disassembling for shipment.

E. Shop-cut openings to maximum extent possible to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

1. Seal edges of openings in countertops with a coat of varnish.
2. risers.

2.7 WOOD CABINETS FOR TRANSPARENT FINISH

A. Grade: Premium, except as noted for drawer construction.

B. AWI Type of Cabinet Construction: Flush overlay.

C. Reveal Dimension: 1/2-inch (13 mm).

D. Cabinet Door and Drawer Fronts: Provide flush panel door and drawer fronts unless indicated otherwise.

1. Flush panel door and drawer front.
2. Stile and rail door and drawer fronts.
 - a. Flat Panels: wood veneer laminated to 1/4 inch] thick particleboard or fiberboard.
 - b. Stiles, rails and mullions with square shoulders – 3/4 inch thickness.

E. Wood Species and Cut for Exposed Surfaces: White Oak, quarter sawn or sliced.

1. Grain Direction: Vertically for drawer fronts, doors, and fixed panels.
2. Matching of Veneer Leaves: Book match.
3. Vertical Matching of Veneer Leaves: End match.
4. Veneer Matching within Panel Face: Running match.
5. Veneer Matching within Room: Provide cabinet veneers in each room or other space from a single flitch with doors, drawer fronts, and other surfaces matched in a sequenced set with continuous match where veneers are interrupted perpendicular to the grain.
6. Comply with veneer and other matching requirements indicated for blueprint-matched paneling.

F. Semi-exposed Surfaces: Provide surface materials indicated below:

1. Surfaces Other Than Drawer Bodies: Same species and cut indicated for exposed surfaces.
2. Drawer Sides and Backs: Per AWI standard for “Custom” Grade, 1/2 inch minimum. Drawer Bottoms: Per AWI standard for “Custom” Grade, 1/2 inch minimum.

G. Provide dust panels of 1/4-inch (6.4-mm) plywood or tempered hardboard above compartments and drawers, unless located directly under tops.

2.8 PLASTIC-LAMINATE COUNTERTOPS

A. Quality Standard: Comply with AWI Section 11 requirements for high-pressure decorative laminate countertops. Provide balanced construction for HDPL-faced core panel countertops.

1. Drawings indicate traditional 3/4-inch core material and 1-1/2-inch built-up counter edge, edged with transparent finish hardwood tape edge.
2. Provide either built-up or one-piece countertop construction for minimum 1-inch deep front counter edge.
 - a. 1-1/2-inch counter edge built-up of 3/4-inch core material, self-edged with plastic laminate, and wood tape finished edge.

B. Grade: Premium.

C. High-Pressure Decorative Laminate Grade: [HGS] [HGP].

D. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:

1. Selected by Architect from laminate manufacturer's full range (standard and premium lines) of product in standard textured finish (textured gloss, fine textured or suede finish). High gloss, heavy textured, metallic, or other special surface products (abrasion-resistant, chemical-resistant) will not be required for use in this project.
2. As indicated by manufacturer's designations.
3. As selected by Architect from manufacturer's full range in the following categories:
 - a. Solid colors, matte finish.
 - b. Solid colors with core same color as surface, matte finish.
 - c. Wood grains, matte finish.
 - d. Patterns, matte finish.

E. Grain Direction: Parallel to cabinet fronts.

F. Edge Treatment: Lumber edge for transparent finish matching wood species and cut on cabinet surfaces.

G. Core Material: Exterior-grade plywood.

H. Core Material at Sinks: Use one of the following for countertops containing sinks. No exceptions:

1. Shop-sanded exterior grade veneer-core plywood, minimum 5-ply, 3/4 inch thickness.

I. Backer Sheet: Provide plastic-laminate backer sheet, Grade BKL, on underside of countertop substrate.

2.9 CLOTHES RODS

A. Clothes Rods: 1-5/16-inch- (33-mm-) diameter, aluminum tubes.

B. Rod Flanges: Aluminum.

2.10 SHOP FINISHING

A. Grade: Provide finishes of same grades as items to be finished.

B. General: Shop finish transparent-finished interior architectural woodwork at fabrication shop as specified in this Section.

C. Preparation for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural woodwork, as applicable to each unit of work.

1. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of all transparent finish woodwork, as required for AWI premium grade. Apply two coats to back of paneling and to end-grain surfaces.

D. Transparent Finish:

1. Grade: Premium.

2. AWI Finish System: Synthetic penetrating oil.
3. AWI Finish System: Nitrocellulose lacquer.
4. AWI Finish System: Catalyzed lacquer. (previous AWI edition #TR-2)
5. AWI Finish System: Acrylic lacquer.
6. AWI Finish System: Conversion varnish. (previous AWI edition #TR-4)
7. AWI Finish System: Catalyzed vinyl.
8. AWI Finish System: Catalyzed polyurethane. (previous AWI edition #TR-6)
9. Staining: As selected by Owner from manufacturer's full range.
10. Wash Coat for Stained Finish: Apply wash-coat sealer to woodwork made from closed-grain wood before staining and finishing.
11. Open Finish for Open-Grain Woods: Do not apply filler to open-grain woods.
12. Filled Finish for Open-Grain Woods: After staining (if any), apply paste wood filler to open-grain woods and wipe off excess. Tint filler to match stained wood.
 - a. Apply wash-coat sealer after staining and before filling.
13. Sheen: Satin, 31-45 gloss units measured on 60-degree gloss meter per ASTM D 523.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming

3.2 INSTALLATION

- A. Grade: Install woodwork to comply with requirements for the same grade specified in Part 2 for fabrication of type of woodwork involved.
- B. Assemble woodwork and complete fabrication at Project site to comply with requirements for fabrication in Part 2, to extent that it was not completed in the shop.
- C. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8-inch in 96 inches (3 mm in 2400 mm).
- D. Scribe and cut woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Fire-Retardant-Treated Wood: Handle, store, and install fire-retardant-treated wood to comply with chemical treatment manufacturer's written instructions, including those for adhesives used to install woodwork.
- F. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork and matching final finish if transparent finish is indicated.
- G. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 1. Install cabinets with no more than 1/8-inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.

2. Resilient base at base cabinets [(all exposed sides)] is specified in Division 9 Section “Resilient Base and Accessories.”
3. Fasten wall cabinets through back, near top and bottom, at ends and not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for 1-inch (25-mm) penetration into wood framing, blocking, or hanging strips.
4. Present keys to Owner’s representative. Identify keys by room number and casework type. Obtain receipt from Owner.

H. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.

1. Align adjacent solid-surfacing-material countertops and form seams to comply with manufacturer's written recommendations using adhesive in color to match countertop. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
 2. Install countertops with no more than 1/8-inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.
 3. Secure backsplashes to tops with concealed metal brackets at 16 inches (400 mm) o.c..
 4. Calk space between backsplash and wall with sealant specified in Division 7 Section “Joint Sealants.”
- I. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.

J. Refer to Division 9 Sections for final finishing of installed architectural woodwork not indicated to be shop finished.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean woodwork on exposed and semi-exposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

SECTION 2 - RESILIENT BASE AND ACCESSORIES

PART 4 - GENERAL

4.1 RELATED DOCUMENTS

- A. Provisions of the Contract and of the Contract Documents apply to this Section.

4.2 SUMMARY

- A. Section Includes:

1. Resilient base.

4.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.

C. Product Schedule: For resilient products. Use same designations indicated on Drawings.

4.4 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

4.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

4.6 PROJECT CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not below 70 deg F (21 deg C) or above 95 deg F (35 deg C), in spaces to receive resilient products during the following time periods:

1. 48 hours before installation.
2. During installation.
3. 48 hours after installation.

B. Install resilient products after other finishing operations, including painting, have been completed.

4.7 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

PART 5 - PRODUCTS

5.1 RESILIENT BASE "RB"

A. Resilient Base:

1. Available Type TP (rubber, thermoplastic) Products: Provide one of the following or alternate complying material acceptable to Architect.

- a. Armstrong World Industries, Inc.; Rubber Coved-Toe Wall Base
- b. Azrock, Domco Tarkett Commercial; Rubber Wall Base
- c. Burke Flooring, Div. of Burke Industries; Rubber Wall Base - Cove
- d. Flexco (USA), Inc.; Flexco Base 2000 - Cove.
- e. Johnsonite; Rubber Wall Base – Cove.
- f. Roppe Corporation; 700 Series TPR Wall Base – Style B (Cove).

B. Resilient Base Standard: ASTM F 1861.

1. Material Requirement and Manufacturing Group: Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
2. Material Requirement and Manufacturing Group: Type TP (rubber, thermoplastic), Group I (solid, homogeneous) or Group II (layered).
3. Style: Cove (base with toe).

C. Minimum Thickness: 0.125 inch (3.2 mm).

D. Height: 4 inches (102 mm).

E. Lengths: Coils in manufacturer's standard length.

F. Outside and Inside Corners: Job formed.

G. Finish: As selected by Owner from manufacturer's full range.

H. Colors and Patterns: As selected by Owner from full range of industry colors.

5.2 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

PART 6 - EXECUTION

6.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

6.2 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates for Resilient Accessories: Prepare according to ASTM F 710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.

4. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient products until they are same temperature as the space where they are to be installed.
1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

6.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Job-Formed Corners:
 1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends.
 2. Inside Corners: Use straight pieces of maximum lengths possible.

6.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
 1. Remove adhesive and other blemishes from exposed surfaces.
 2. Sweep and vacuum surfaces thoroughly.
 3. Damp-mop surfaces to remove marks and soil.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Cover resilient products until Substantial Completion.

SECTION 3 - MANUFACTURED PLASTIC-LAMINATE-FACED CASEWORK

PART 7 - GENERAL

7.1 RELATED DOCUMENTS

A. Provisions of the Contract and of the Contract Documents apply to this Section.

7.2 SUMMARY

A. This Section includes the following:

1. Plastic-laminate-faced wood cabinets.
2. Plastic-laminate countertops.

B. Related Sections include the following:

1. Division 6 Section "Rough Carpentry" for wood blocking for anchoring casework.
2. Division 6 Section "Interior Architectural Woodwork."
3. Division 9 Section "Resilient Base and Accessories" for resilient base applied to casework.

7.3 DEFINITIONS

A. Open Interiors: Any open storage unit without solid door or drawer fronts and units with full glass insert doors and/or acrylic doors.

B. Closed Interiors: Any closed storage unit behind solid door or drawer fronts, sliding solid doors.

C. Exposed Ends: Any storage unit exterior side surface that is visible after installation.

D. Other Exposed Surfaces: Faces of doors and drawers when closed, and tops of cabinets less than 72 inches above furnished floor.

E. Semi-Exposed Surfaces: Interior surfaces which are visible and tops of cabinets 72 inches or more above finished floor.

F. Concealed Surfaces: Any surface not visible after installation.

7.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Indicate dimensions, description of materials and finishes, general construction, specific modifications, component connections, anchorage methods, hardware, and installation procedures, plus the following specific requirements.

1. Include section drawings of typical and special casework, work surfaces and accessories.

2. Indicate locations of plumbing and electrical service field connection by others.
- C. Samples for Initial Selection: For cabinet finishes and for each type of top material indicated.
- D. Samples for Verification: 6-inch- square Samples for each type of finish, including top material and the following:
 1. Decorative laminate.
 2. PVC edge material.
 3. Section of countertop showing top, front edge, and backsplash construction.
 4. Exposed hardware finish color chart (epoxy and chrome finishes)
 5. One sample-size finished base cabinet with hardware, doors and drawers, no countertop.
 6. Cubbie tray and lid - color chart or samples only

7.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.
- C. Sample Warranty: For special warranty.

7.6 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative of institutional casework manufacturer for installation and maintenance of units required for this Project and who is a certified participant in AWI's Quality Certification Program.
- B. Manufacturer: Minimum of 5 years experience in providing manufactured casework systems for similar types of projects, produce evidence of financial stability, bonding capacity, and adequate facilities and personnel required to perform on this project.
- C. Source Limitations: Obtain institutional casework through one source from a single manufacturer.
- D. Quality Standard: Work in this section shall be performed by a manufacturer certified by the Architectural Woodwork Institute (AWI) Quality Certification Program (QCP). Work in this section shall comply with "Architectural Woodwork Standards – 2nd Edition, October 1, 2014 published jointly by Architectural Woodwork Institute (AWI), Architectural Woodwork Manufacturer's Association of Canada (AWMAC), and Woodwork Institute (WI) for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.
 1. A manufacturer does not need to be certified to bid the project; however, in order to manufacture the work, the manufacturer shall apply and qualify as a program participant before fabricating the work.
 2. Obtain and pass a third party final inspection of installed architectural casework by the AWI Quality Certification Corporation. AWI program of self-certification by manufacturer in lieu of third part inspection is not acceptable.

7.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver casework only after painting, utility roughing-in, and similar operations that could damage, soil, or deteriorate casework have been completed in installation areas. If casework must be stored in other than installation areas, store only in areas where environmental conditions meet requirements specified in "Project Conditions" Article.

B. Keep finished surfaces covered with polyethylene film or other protective covering during handling and installation.

7.8 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install casework until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period. Maintain temperature and relative humidity during the remainder of the construction period in range recommended for Project location by the AWI's, AWMAC's, and WI's "Architectural Woodwork Standards."

B. Established Dimensions: Where casework is indicated to fit to other construction, establish dimensions for areas where woodwork is to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

C. Locate concealed framing, blocking, and reinforcements that support casework by field measurements before being enclosed, and indicate measurements on Shop Drawings.

7.9 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of institutional casework that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, the following:

1. Delamination of components or other failures of glue bond.
2. Warping of components.
3. Failure of operating hardware.
4. Deterioration of finishes.

B. Warranty Period: Five years from date of Substantial Completion.

PART 8 - PRODUCTS

8.1 MANUFACTURERS

A. Casework Manufacturers: Subject to compliance with all requirements, provide Plastic-Laminate-Faced Institutional Casework products by one of the following:

- | | |
|--|--|
| 1. Case Systems, Inc. | www.casesystems.com |
| 2. Cleora Sterling Corp.*Fabricator Local out of Mebane NC. Have submitted and been approved for several jobs in RIC area. | www.csterling.com |
| 3. TMI Systems Design Corp. | www.tmisystems.com |
| 4. Stevens Industries, Inc. | www.stevensadvantage.com |
| 5. G. T. Brothers, Inc. Westminster, MD | www.gtbrothers.com |

8.2 CASEWORK, GENERAL

A. Quality Standard: Unless otherwise indicated, comply with the AWI's, AWMAC's, and WI's "Architectural Woodwork Standards" for grades of casework indicated for construction, finishes, installation, and other requirements.

1. Grade: Premium, unless otherwise indicated.

2. Provide certificates from AWI certification program indicating that casework, including installation, complies with requirements of grades specified.

8.3 MATERIALS

A. Wood Products: Comply with the following:

1. Hardboard: AHA A135.4.

B. High Pressure Decorative Laminates: NEMA LD 3, grades as indicated, or if not indicated, as required by woodwork quality standard.

1. Grades:

- a. High-pressure decorative laminate VGS (.028), NEMA Test LD 3-1995.
- b. High-pressure decorative laminate HGS (.048), NEMA Test LD 3-1995.
- c. High-pressure cabinet liner CLS (.020), NEMA Test LD 3-1995.
- d. High-pressure backer BKH (.048), (.028), NEMA Test LD3-1995.

2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering premium high-pressure decorative laminates that may be incorporated into the Work include, but are not limited to, the following:

- a. Formica Corporation.
- b. Nevamar Company, LLC; Decorative Products Div.
- c. Wilsonart International; Div. of Premark International, Inc.
- d. Pionite, Panolam

C. Edging Materials:

1. Transparent Finish Wood Tape, White Oak, quarter sawn.

8.4 DESIGN, COLOR, AND FINISH

A. Design: Provide institutional casework of the following design:

1. Flush overlay with wire pulls.

B. Wood Colors and Finishes: As selected by Owner from casework manufacturer's full range.

C. Plastic-Laminate Colors and Finishes: As indicated by manufacturer's designations.

D. Plastic-Laminate Colors, Patterns, and Finishes: As selected by Architect from laminate manufacturer's full range (standard and premium lines) of product in standard textured finish (textured gloss, fine textured or suede finish). High gloss, heavy textured, metallic, or other special surface products (abrasion-resistant, chemical-resistant) will not be required for use in this project.

1. Basis of Bid for Classroom Casework (Default): Within each classroom space casework shall include a maximum of five (5) separate laminate selections for exposed surfaces according to the following:

- a. Base and Wall Cabinet Boxes and Open Shelves: One (1) laminate selection.
- b. Countertops: One (1) laminate selection.
- c. Cabinet Door and Drawer Fronts: Allow for maximum of three (1) laminate selections.

E. Edging Materials: As selected by Architect from manufacturer's entire line of standard stains to match wood species.

8.5 CABINET FABRICATION

A. Plastic-Laminate-Faced Cabinet Construction:

1. Cabinet Body Construction:

- a. Tops and bottoms are glued and doweled to cabinet sides and internal cabinet components such as fixed horizontals, rails and verticals. Minimum 6 dowels each joint for 24-inch deep cabinets and a minimum of 4 dowels each joint for 12-inch deep cabinets.
 - 1) Cabinet tops, bottoms and sides are 3/4-inch thick particleboard core.
 - b. Cabinet backs: Minimum 3/8-inch thick plywood fully captured four sides. Provide wall and tall cabinets with a 3/4-inch x 4 inch mounting strip used to secure the cabinet to the wall.
 - 1) Exposed back on fixed or movable cabinets: 3/4-inch plywood with the exterior surface finished in VGS laminate as selected.
 - 2) Flexible rail mounted cabinet backs: 3/4-inch thick plywood structurally doweled into cabinet sides and top panels.
 - c. Fixed base and tall units have an individual factory-applied base, constructed of 3/4-inch exterior grade plywood. Base is 96mm (nominal 4 inch) high unless otherwise indicated on the drawings.
 - d. Provide either of the following types of base construction to support cabinet load transfer, isolate the cabinet ends from contact with floor, and permit leveling.
 - 1) Separate Sub-base: Cabinet sub-base shall be separate and continuous (no cabinet body sides-to-floor), exterior grade plywood with concealed fastening to cabinet bottom. Sub-base shall be ladder-type construction of individual front, back, and intermediates, to form a secure and level platform to which cabinets attach. Sub-base at exposed cabinet end panels shall be recessed 1/4 inch from face of finished end, for flush installation of finished base material by other trades.
 - 2) Integral Base: Provide end panels, cabinet bottoms, and horizontal toe kick members integrally joined together for structural strength and to facilitate load transfer directly through cabinet ends to the floor.
 - e. Base units, except sink base units: Full sub-top or an 8-inch wide rail in the flat horizontal plane at the cabinet front with minimum three (3) dowels per end joint providing stable squaring of the top area and a second wide spacer rail in the vertical plane behind the back with minimum three (3) dowels per end joint providing stable side-to-side rack resistance. Sink base units are provided with open top, a welded steel/epoxy painted sink rail or alternate moisture-protected engineered construction structural sink rail full width at top front edge concealed behind face rail/doors, a split back removable access panel.
 - f. Wheelchair Accessible Sink Base Cabinet: Base cabinet without bottom. Provide doors with durable integral toe kick of manufacturer's design or doors with 18 gage steel powder coated toe kick bracket and exterior grade veneer-core plywood base. Door toe kick bracket equal to "ADA Toe Kick" www.ezkick.net
 - g. Side panels and vertical dividers shall receive adjustable shelf hardware at 32mm line boring centers. Mount door hinges, drawer slides and pull-out shelves in the line boring for consistent alignment.
 - h. Exposed and semi exposed edges.
 - 1) Edging: Transparent wood tape match wood species
 - 2) Exposed Shelf Edging: Transparent Wood Tape match wood species
 - i. Shelves: 3/4-inch- thick plywood.
 - 1) Front edge: Minimum 1 mm wood tape; concealed shelves.
 - 2) Front edge: Transparent wood tape; exposed shelves in open interiors only.
 - j. Interior finish, units with open and closed Interiors: Top, bottom, back, sides, horizontal and vertical members, and adjustable shelving faces with VGS high-pressure decorative laminate.
 - k. Exposed ends: Faced with VGS premium high-pressure decorative laminate.
 - l. Wall unit bottom: Faced with VGS premium high-pressure decorative laminate.
 - m. Wall and tall unit tops: Top surface is faced with high pressure decorative laminate.
 - n. Balanced construction of all laminated panels is mandatory. Unfinished core stock surfaces, even on concealed surfaces (excluding edges), not permitted.
- #### 2. Drawers:

- a. Sides, back and sub front: Minimum 1/2-inch plywood, with transparent finish doweled and glued into sides. Top edge banded with wood tape with transparent finish.
 - b. Drawer bottom: Minimum 1/2-inch thick plywood with transparent finish, screwed directly to the bottom edges of drawer box.
 - c. Paper storage drawers: Minimum 3/4-inch thick plywood sides, back, and sub front laminated with thermally fused melamine. Minimum 1/2-inch thick plywood drawer bottoms screwed directly to the bottom edges of the drawer box. Provide PVC angle retaining bar at the rear of the drawer.
3. Door/Drawer Fronts:
- a. Core: 3/4-inch thick plywood.
 - b. Provide double doors in opening in excess of 24 inches wide.
 - c. Faces: High-pressure laminate.
 - 1) Exterior: VGS Premium High-pressure decorative laminate.
 - 2) Interior: Premium High-pressure decorative laminate.
 - d. Door/drawer edges: Wood Tape with transparent finish, external edges and outside corners machine profiled to 1/8-inch radius.

B. Filler Strips: Provide as needed to close spaces between cabinets and walls, ceilings, and indicated equipment. Fabricate from same material and with same finish as cabinets.

C. Support Members: Furniture grade, epoxy powder coated steel.

- 1. Undercounter support frames. Provide heavy-duty wall-mounted counter support fabrication indicated for 30 – 32-inch counter, or alternate construction of comparable structural loading capacity. Provide epoxy-coated finish. Acceptable comparable support frame products include, but are not limited, to the following:
 - a. TMI #A7453
 - b. LSI #30565

D. ADA-Compliant Sink Cabinet: Provide casework manufacturer's standard ADA compliant (wheelchair accessible) sink counter base units, with removable front panel face for access to plumbing and under-counter clearance for mounting height indicated. Provide module width for application. Acceptable accessible sink counter base units include, but are not limited, to the following:

- 1. Case Systems Inc. D1000 D1060 (vanity front with pocket doors)
- 2. LSI Corporation 1136, 1138, 1140
- 3. TMI Systems B2542

E. Tote Trays: Provide childproof, non-toxic, impact-resistant molded plastic storage trays with lids of dimensions indicated equal to the following products of Jonti-Craft. Colors selected by Owner. <http://www.jonticraft.com/Products/detail.asp?ITEM=8008JC>

- 1. Cubbie Tray: 8.675 inches wide by 13.5 inches deep by 5.25 inches tall. Jonti-Craft #8000JC.
- 2. Cubbie Lid: For 8.675 inches wide by 13.5 inches deep tray. Jonti-Craft #8000JC.

8.6 CASEWORK HARDWARE

A. Hardware, General: Provide manufacturer's standard epoxy powder-coated or chrome-plated finish, commercial-quality, heavy-duty hardware complying with requirements indicated.

- 1. Use threaded metal or plastic inserts with machine screws for fastening to plywood except where hardware is through-bolted from back side.

B. Butt Hinges: Epoxy powder-coated or chrome-plated finish, semi-concealed, 5-knuckle hinges complying with BHMA A156.9, Grade 1, with antifriction bearings, 2-3/4-inch overlay type with hospital tip. Provide 2 hinges for doors less than 48 inches high and 3 hinges for doors more than 48 inches high.

1. Semi-concealed Hinges for Overlay Doors: BHMA A156.9, B01521.

C. Pulls: Door and drawer front pulls, are epoxy powder coated or satin chrome finish metal wire style, 96mm spacing on screws. Pull design shall comply with the Americans with Disability Act (ADA).

D. Door Catches: Powder-coated, nylon-roller spring catch or dual, self-aligning, permanent magnet catch. Provide 2 catches on doors more than 48 inches high.

E. Drawer Slides: BHMA A156.9, B05091 Heavy Duty (Grade 1HD-100 and Grade 1HD-200): Side mounted; full-extension type zinc-plated steel ball-bearing slides with hold-in detent to prevent rebound.

1. Box Drawer Slides: 100 lbf.

a. Accuride #7432#7434 (1" overtravel)

b. Knappe & Vogt #KV8414 KV8405 (1" overtravel)

c. Fulterer #FR 5000 Series.

2. File Drawer Slides: 150 lbf

a. Accuride #4032#4034 (1-1/2" overtravel)

b. Knappe & Vogt #KV8500 KV8505 (1-1/2" overtravel)

c. Fulterer #FR 5755.

F. Drawer and Door Locks: BHMA A156.11, E07261 cam lock with removable core. Provide where indicated.

G. Adjustable Shelf Supports: Single-pin metal shelf rests complying with BHMA A156.9, Type B04013.

H. Coat Rods: 1 inch diameter, 14-gauge chrome plated steel installed in captive mounting hardware.

I. File Suspension System: 14-gauge steel file suspension rails, epoxy powder coated. File followers, or other split bottom hardware, are not acceptable.

J. Grommets for Cable Passage through Countertops: 1-1/4-inch OD, black, molded-plastic grommets and matching plastic caps with slot for wire passage. Provide "OG series" by Doug Mockett and Co., Inc. or equivalent.

8.7 COUNTERTOPS

A. Countertops, General: Provide smooth, clean exposed tops and edges in uniform plane free of defects. Provide front and end overhang of 1 inch over base cabinets.

B. Plastic-Laminate Tops: Plastic-laminate sheet, shop bonded with water-resistant glue to both sides of 1-inch plywood. Sand surfaces to which plastic laminate is to be bonded.

1. Provide either built-up or one-piece countertop construction for minimum 1-inch deep front counter edge.

a. 1-1/2-inch counter edge built-up of 3/4-inch core material, wood tape edge banding with transparent finish matching wood species..

2. Plastic-Laminate Type for Flat Tops: HGS. (.048-inch)

3. Plastic-Laminate Type for Backing: BKL. (.028-inch)

4. Provide solid milled lumber edge for transparent finish for counter edge applications indicated. Provide profile indicated or established during shop drawing submittal. Provide wood species and cut matching adjacent cabinet surfaces with factory transparent finish.

5. Use exterior plywood for countertops containing sinks.

C. Core Material at Sinks: Use one of the following for countertops containing sinks. No exceptions:

1. Shop-sanded exterior grade veneer core plywood, minimum 5-ply, 3/4 inch thickness.

PART 9 - EXECUTION

9.1 EXAMINATION

A. Examine areas, with Installer present, for compliance with requirements for installation tolerances, location of reinforcements, and other conditions affecting performance of institutional casework.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

9.2 PREPARATION

A. Condition casework to average prevailing humidity conditions in installation areas prior to installing.

9.3 CASEWORK INSTALLATION

A. Install plumb, level, and true; shim as required, using concealed shims. Where institutional casework abuts other finished work, apply filler strips and scribe for accurate fit, with fasteners concealed where practical.

B. Base Cabinets: Set cabinets straight, level, and plumb. Adjust subtops within 1/16-inch of a single plane. Fasten cabinets to partition framing, wood blocking, or reinforcements in partitions with fasteners spaced 24 inches o.c. Bolt adjacent cabinets together with joints flush, tight, and uniform. Align similar adjoining doors and drawers to a tolerance of 1/16-inch.

1. Where base cabinets are not installed adjacent to walls, fasten to floor at toe space with fasteners spaced 24 inches o.c. Secure sides of cabinets to floor, where they do not adjoin other cabinets, with not less than two fasteners.

2. Resilient base at base cabinets [(all exposed sides)] is specified in Division 9 Section "Resilient Base and Accessories."

3. For removable panels, provide zee clips. Arrange panel clearances to adjacent work to allow removal. At under-sink cabinetry access panels, provide steel cable retainer of a length that allows the removable panel to be set aside for clear service access, secured with tamper-resistant fasteners. Alternatively, provide a lock to secure the panel.

C. Wall Cabinets: Hang cabinets straight, level, and plumb. Adjust fronts and bottoms within 1/16-inch of a single plane. Fasten to hanging strips, masonry, partition framing, blocking, or reinforcements in partitions. Align similar adjoining doors to a tolerance of 1/16-inch.

1. Fasten through back, near top and bottom, at ends, and not more than 16 inches o.c. with No. 10 wafer-head screws sized for 1-inch penetration into wood framing, blocking, or hanging strips fasteners recommended or approved by casework manufacturer for substrates indicated. Wall mounted hanger strips are not acceptable.

D. Install hardware uniformly and precisely. Set hinges snug and flat in mortises, unless otherwise indicated. Adjust and align hardware so moving parts operate freely and contact points meet accurately. Allow for final adjustment after installation.

E. Adjust casework and hardware so doors and drawers operate smoothly without warp or bind. Lubricate operating hardware as recommended by manufacturer.

F. Present keys to Owner's representative. Label keys by room number and casework type. Obtain receipt from Owner.

9.4 INSTALLATION OF TOPS

A. Field Jointing: Where possible make in the same manner as shop jointing, using dowels, splines, adhesives, and fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.

1. Secure field joints in plastic-laminate countertops with concealed clamping devices located within 6 inches of front and back edges and at intervals not exceeding 24 inches. Tighten according to manufacturer's written instructions to exert a constant, heavy-clamping pressure at joints.

B. Secure tops to cabinets with Z-type fasteners or equivalent, using two or more fasteners at each front, end, and back.

C. Abut top and edge surfaces in one true plane, with internal supports placed to prevent deflection.

D. Secure backsplashes to tops with concealed metal brackets at 16 inches o.c. and walls with adhesive.

E. Seal junctures of top, splash, and walls with mildew-resistant silicone sealant or another permanently elastic sealing compound recommended by countertop material manufacturer.

9.5 INSTALLATION OF SHELVING

A. Securely fasten adjustable shelving supports to partition framing, wood blocking, or reinforcements in partitions.

B. Install shelf standards plumb and at heights to align shelf brackets for level shelves. Install shelving level and straight, closely fitted to other work where indicated.

9.6 CLEANING AND PROTECTING

A. Repair or remove and replace defective work as directed on completion of installation.

B. Clean finished surfaces, touch up as required, and remove or refinish damaged or soiled areas to match original factory finish, as approved by Architect.

C. Protection: Provide 6-mil plastic or other suitable water-resistant covering over countertop surfaces. Tape to underside of countertop at a minimum of 48 inches o.c. Remove protection at Substantial Completion.