

AGENDA
SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT
BOARD OF TRUSTEES
650 Deerwood Dr., Shorewood, IL 60404

March 12, 2026
7:00 pm.

1. Welcome
2. Call to order and roll call of Trustees
3. Changes/Additions to Agenda
4. Approval of Minutes:
 - February 12, 2026
5. Comments from the Public

MEMBERS OF THE PUBLIC ARE INVITED TO SPEAK TO THE BOARD. COMMENTS ARE TO BE LIMITED TO THREE MINUTES OR LESS. DUE TO OPEN MEETINGS ACT RESTRICTIONS, ACTIONS MAY NOT BE TAKEN ON ITEMS NOT ALREADY ON THE AGENDA, BUT ACTION MAY BE DEFERRED TO A LATER BOARD MEETING.
6. Treasurer's Report – February 2026
7. Approval and Payment of Bills
8. Correspondence
9. Reports
 - a. Director's Report with personnel– Jennie Cisna Mills
 - b. Department Heads
10. Old Business
 - a. Approve Board By-Law Changes (**Approve**)
11. New Business –
 - a. Honor Rachel Engelhardt for her first anniversary with the Library (**Honor**)
 - b. Honor Audrey Mudroch for her first anniversary with the Library (**Honor**)
 - c. Approve Lower Bathroom Specifications to go out for formal bidding process (**Approval**)
 - d. Approve New Artificial Intelligence Usage in Work Policy (**Approval**)
12. Close for executive session to discuss matters related to Personnel 5 ILCS 120/2(c)(1), performance of specific employees of the public body.
13. Re-open to Open Meeting – no action expected to be taken as a result of Executive Session
14. Announcements
 - a. Agenda Setting for April's Board Meeting
 - b. Mills, Freeman, and Nowak at Public Library Association Conference in 1st week of April
 - c. 50th Anniversary Open House is April 30th at 6 pm – 7 pm
 - d. Announcements

Individuals requiring special accommodations as specified by the Americans with Disabilities Act are requested to notify the Shorewood-Troy Public Library District Director at 815-725-1715 at least 24 hours before the meeting date.

For further information regarding this meeting agenda, please contact:
Jennie Cisna Mills, Director
Shorewood – Troy Public Library District
650 Deerwood Dr., Shorewood, IL 60404
815-725-1715, jmills@shorewoodtroylibrary.org

**SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT
BOARD MEETING
February 12, 2026**

The Regular Meeting of the Shorewood-Troy Public Library Board of Trustees was called to order by President Thomas Novinski, at 7:00 p.m. on February 12, 2026. The meeting was held in Meeting Room A of the Library at 650 Deerwood Dr., Shorewood, IL 60404.

ROLL CALL:

TRUSTEES PRESENT:

- | | |
|--------------------|------------------------|
| 1. Karen Voitik | 2. Vito Schultz |
| 3. Arthetta Reeder | 4. Tom Novinski |
| 5. Bob Stahl | 6. Tiffany Allen-Smith |

ABSENT: Kristen McGee

STAFF PRESENT:

Jennie Mills, Director
Cindy Norman, Finance Clerk

VISITORS PRESENT: None

CHANGES/ADDITIONS TO AGENDA: None

APPROVAL OF MINUTES:

Treasurer Stahl moved to approve the minutes of the regular meeting on January 8, 2026. Vice President Schultz seconded the motion, which passed with all members present voting "Yes."

COMMENTS FROM THE PUBLIC: None

TREASURER'S REPORT:

Cash on Hand Beginning of January 2026	\$ 969,885.15
Cash received during January 2026	31,945.87
Disbursements January 2025	<u>(133,343.89)</u>
Cash on Hand End of January 2026	\$ 868,487.13

Location and Denomination of Cash

Petty Cash	\$ 300.00
Money Market Fund – Old Plank Trail x6183	342,609.01
Payroll Account – Chase	8,993.21
License Plates – Chase	1,673.27
Money Market – Old Plank Trail x9981	405,017.31
Money Market – Old Plank Trail x9981	<u>109,894.33</u>
TOTAL	\$ 868,487.13

APPROVAL AND PAYMENT OF BILLS:

Secretary Voitik moved that the bills presented for payment be approved. Vice President Schultz seconded the motion. A roll call vote was taken, and the motion passed with all Trustees present voting "Yes."

LIBRARIAN'S REPORT:

- a. Director's Report with personnel – Jennie Cisna Mills
 - LIMRiCC is looking to merge with WIN Insurance Cooperative for cost savings. They are seeking to enroll 1,000 employees in the health insurance pool to obtain more competitive rates. The joint meeting for the merger is on 2/24/26.
 - The Library will begin being able to offer a database called Learning Express, which is being provided to public libraries by the State Library. This database provides access to ACT and SAT test preparation and also helps patrons prepare for career accreditation skills.
 - The Board was in favor of a donor tree to recognize those who donate to the Foundation. The Board asked Director Mills to see if she could find a tree that could acknowledge donors based on different amount thresholds.
 - Director Mills applied for a grant through the "Give Something Back Foundation", which would provide funding for a summer intern for the Children's Department.
- b. Department Heads

OLD BUSINESS: None

NEW BUSINESS:

- a. The Board reviewed the proposed Board By-Law Changes before action at next month's meeting. The proposed changes are...(1) Trustees get 12 months of no shows before they are removed, (2) Remote attendance includes military service, (3) Meetings cannot be held on state or federal holidays.
- b. Treasurer Stahl motioned, and Vice President Schultz seconded to approve the closure of Chase account *9149. A roll call was taken, and the motion passed with all Trustees present voting "Yes".
- c. Vice President Schultz motioned, and Trustee Reeder seconded to approve the Family Neonatal Intensive Care Unit Leave Policy. The motion passed with all Trustees present voting "Yes".
- d. Vice President Schultz motioned, and Treasurer Stahl seconded to approve the release of Executive Session minutes from June 2025 to January 2026. The motion did not carry as all Trustees present voted "no".

CORRESPONDENCE: The Library received thank-you notes from a Home School Group that makes use of the Library's meeting room and a Non-For-Profit Group that had a drop box at the Library for their Gifts for Guardians event.

OTHER BUSINESS:

- The Friends of the Library donated \$1,000 to the Library Foundation.
- Trustees Tiffany Allen-Smith and Karen Voitik will attend the State of the Village address.
- Director Mills offered to send webinar links to any Trustees who would like to participate in ILA trainings.

Treasurer Stahl motioned, and Secretary Voitik seconded, that the meeting be adjourned at 7:24 p.m., with all members present voting "Yes".

Respectfully submitted,
Cindy Norman, Finance Clerk

Director's Report/March 2026

Committee Work:

- It seems likely LIMRiCC and WIN will merge; the final vote to merge will take place after both parties see the combined proposal from Blue Cross, Blue Shield, in late May or early June. WIN will dissolve its cooperative; the individual libraries will then join LIMRiCC. Getting to over 1000 lives in the pool should lead to lower rates for employees in the combined pools.

Cooperative Efforts with Area Schools:

- The Library issued approximately 50 Library Link cards to students in the Minooka school district in the Shorewood-Troy District. That will appear in the total of cards issued in March's statistics.
- The Library and Troy 30-C will be renewing our partnership (and our Memorandum of Understanding) to automatically issue Library Link cards to students in Troy 30-C. The updated Memorandum will be on the agenda in April or May for Board approval.
- Lori (Head of Children's), Sarah (Children's Outreach), and I met with Carrie Upjohn, Troy's School Media Coordinator, to discuss other avenues of cooperation, including how to actively incentivize the students of Troy 30-C to participate in Summer Reading. Troy will no longer be handling their own in-house Summer Reading program, so we'll be looking at ways incentivize their students to read too, including possibly giving them a free book if they hand in a special Troy 30-C log.
- Gabby Houde, the Adult & Teen Outreach Coordinator, attended Minooka High School's annual breakfast for stakeholders.

Foundation:

- The Foundation received **\$1,200 in donations** since last month. This brings the Foundation's total to \$7,220. I did order the donor square that I emailed the Board about – it takes up less room than a tree, and looks easier to update. It should be up on a wall before the 50th Anniversary Open House on **April 30th**.

State Legislation to Track:

- A bill to bring parity to e-book pricing for libraries has been introduced. ILA's Advocacy Committee is working on messaging for this, and we will be asking library patrons to write to and call their representatives in support of this bill.
- Another bill has been introduced that would allow leased property to become property-tax exempt for the period of the lease (which would affect the land that we lease for the parking lot).
- Both bills can be tracked at the Illinois bill tracker: <https://www.ila.org/advocacy/illinois-legislative-issues/legislative-issues/bill-monitoring>

Staff:

- The Circulation Department Head will be on a planned medical leave for most of April and May. I will be serving as the Department Head of Circulation in her absence.

Meetings:

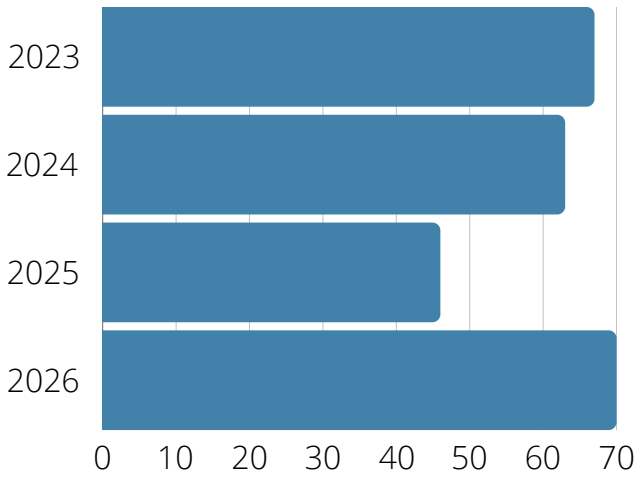
- Department Head Meeting, Internal (2/17/26)
- Pinnacle Governing Board, External (2/20/26)
- Joint Negotiation session between LIMRiCC & WIN, External (2/24/26)
- True Story Book Club, Program, 6 participants (2/25/26)
- Illinois Library Association Board Meeting, External (2/26/26)
- Area Library Directors' Networking Meeting, External (3/5/26)
- Meeting with Carrie Upjohn, Troy 30-C, External (3/5/26)
- ILA Finance Committee Meeting, External (3/6/26)
- Department Head Meeting, Internal (3/11/26)

MONTHLY REPORT

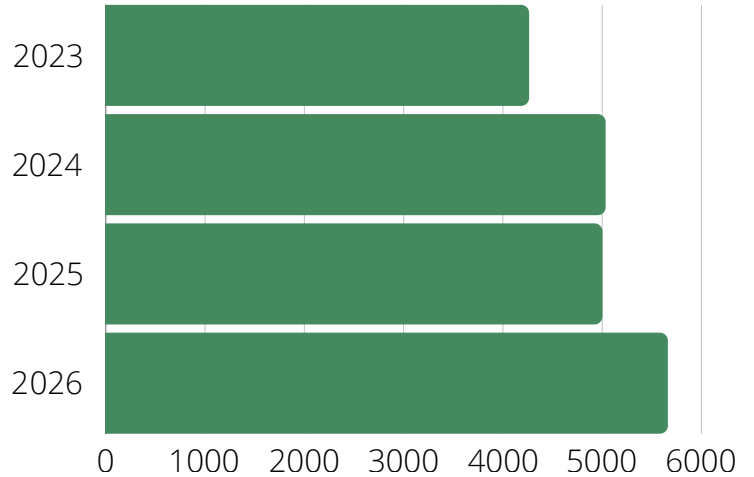
FEBRUARY 2026

JULIE HORNBERGER
CIRCULATION MANAGER

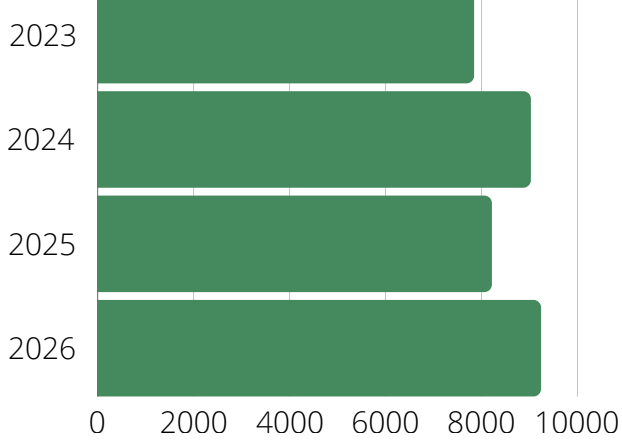
NEW CARDS



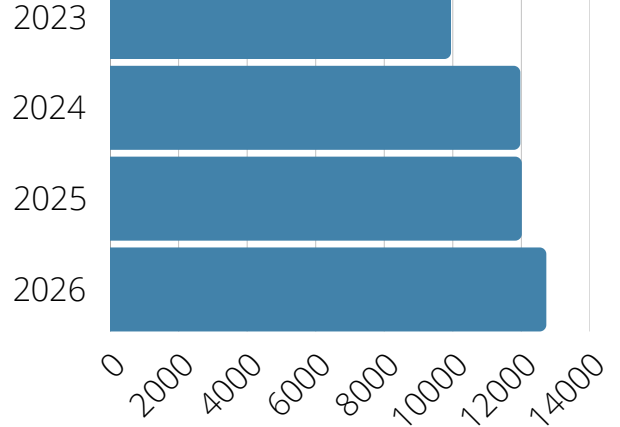
DOOR COUNT



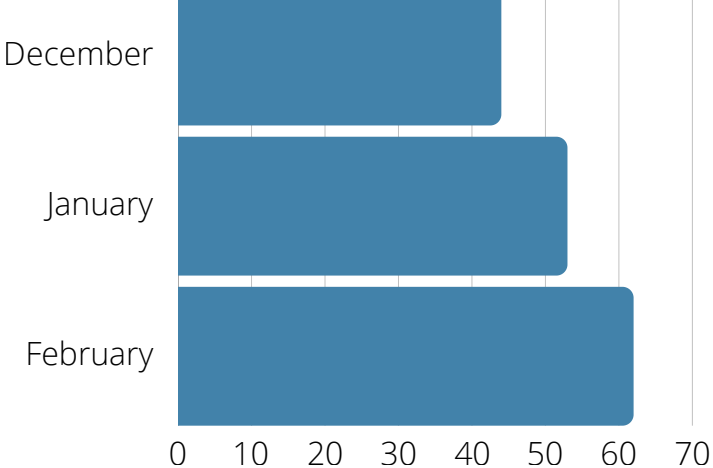
ITEMS CHECKED IN



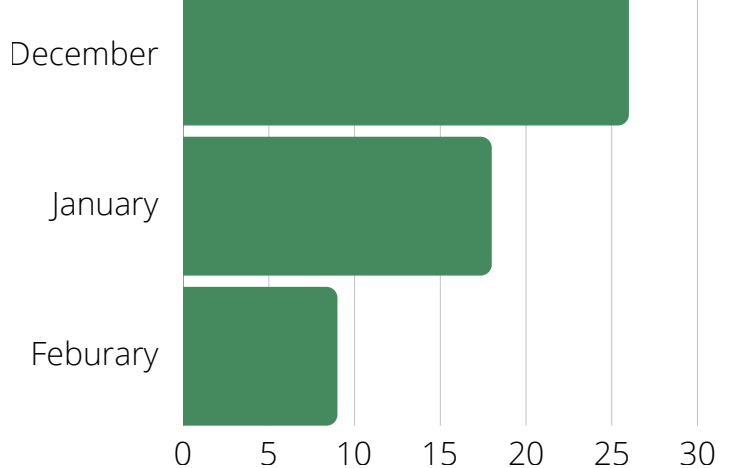
ITEMS CHECKED OUT



NOTARY



MOBILE PICK UP



Children's Outreach Report February 2026

PreK Storytime's: Age appropriate stories, songs, and fingerplays to promote early literacy skills.

Library Promotional materials are printed and shared at each visit. Storytime's will reflect the teachers' lesson plans. Book deliveries are provided using Library materials reflecting teachers' requests.

- **Shorewood Early Learning**
3, 4, & 5 Year Old
2 Classrooms
5-7 Staff members
- **Step by Step**
1 & 2 Year Old's
3, 4, & 5 Year Old's
2 Classrooms
3-4 Staff members
- **The Learning Experience**
1 to 2 Year Old's
3, 4, & 5 Year Old's
School age children
12 Staff members
- **Trinity Christian School**
PreK
5 Classrooms
12+ Staff members



Total Engagement
385

School Partnerships:

Upcoming partnerships for school events discussed and booked.

Troy Shorewood Elementary 4th Grade Public Library Incentive. each month, students will complete various challenges provided by STPL, and one lucky member wins a Book Basket!

Total Engagement
75+

Community Partnerships:

Bilingual Storytime w/ the Spanish Community Center, sharing songs, stories, resources, and fun in both English & Spanish!

Kiwanis of Shorewood - STPL supports our families in need by creating signage, social media posts in preparation for the annual fundraising Gala.

We Love Pets Storytime & Needs Drive - in partnership with the Will County Humane Society. Families spent time with rescue pets, stories, and a Humane Society staff member.

Total Engagement
35+

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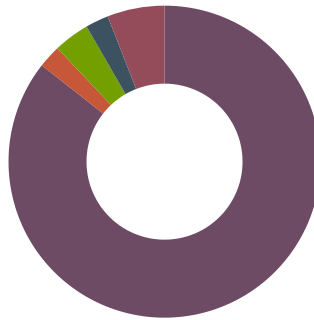
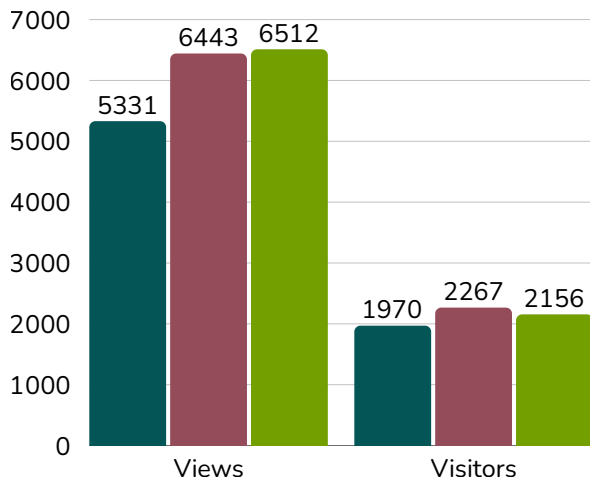
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February 2026 Marketing Stats

Monthly Board Report
Donna Rodriguez
Marketing Specialist

Website Visits:



Home Page - 82.7%
Passports - 9.5%
Get a Card - 4.4%
Employment - 1.8%
What's Happening - 1.6%

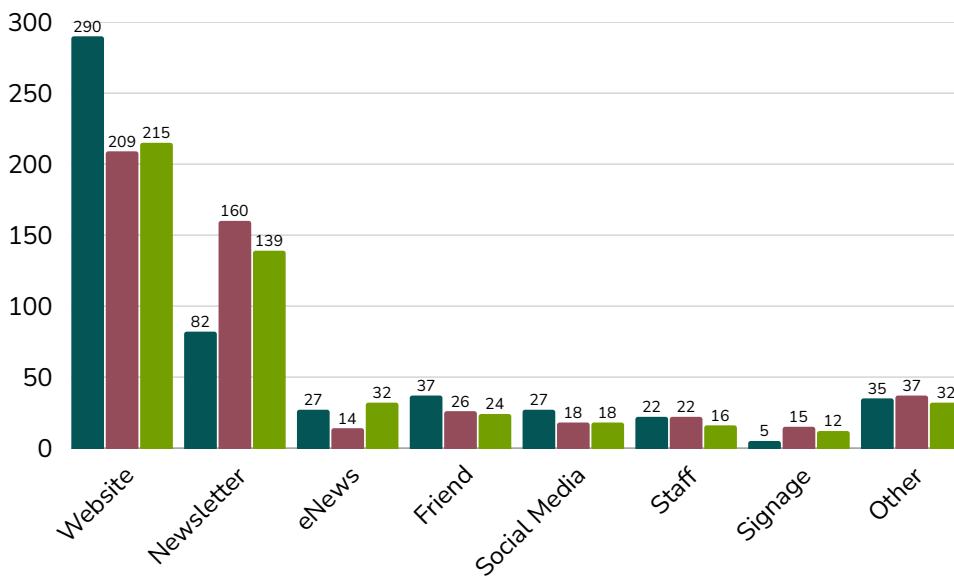
Meeting Room:

	2026	2025	2024
Non-Profit	73	4	5
For-Profit	0	0	0

eNews Stats:

2026	
8,403 EMAILS SENT	
33.68% OPEN RATE	
282 CLICKS	
69 UNIQUE CLICKERS	
2025	
7,167 EMAILS SENT	
45.28% OPEN RATE	
241 CLICKS	
160 UNIQUE CLICKERS	
2024	
8,050 EMAILS SENT	
45.91% OPEN RATE	
218 CLICKS	
120 UNIQUE CLICKERS	

Program Referrals:



Facebook:

REACH
39.8k

2025
6.5k

2024
134.2K

FOLLOWERS
4.4k

NEW FOLLOWERS
31

INTERACTIONS
603

2025
2.5K

2024
4.3K

Instagram:

REACH
548

2025
507

2024
255

FOLLOWERS
1.2k

NEW FOLLOWERS
14

INTERACTIONS
110

2025
67

2024
0

*Some data is unavailable

February 2026 Marketing Updates



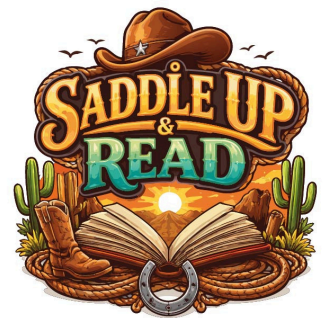
Meetings/Trainings:

- 2/4 & 2/5 - Communico Online Training
- 2/11 - Canva Training through RAILS
- 2/17 - Dept Manager Meeting
- 2/18 - Special Events Meeting
- 2/20 - Accessibility Training for website documents
- 2/24 - Ongoing -Passport Training



Other Items:

- Finalized March eNewsletter and sent to printer.
- Finalized layout and proofed the April/May newsletter.
- Made routine website updates including, the What's Happening section, Check Out What's New, and made the book carousel on the Adults page reflective of the books that are currently on display in the adult section of the library.
- Finalized logo design for Summer Read program- **Saddle Up and Read**.
- Began designing/writing the sponsor letters for Summer Read and compiling mailing list.
- Created multiple social media posts for upcoming programs including creating a video promoting the Winter Read Challenge.
- Updated remaining Patron Point email templates with correct logo.
- Worked on layout of the April/May newsletter.
- Created and sent out a Patron Point eblast to patrons with blocks on their accounts.
- Ordered the foundation donor wall plaque.



ADULT & TEEN OUTREACH REPORT FEBRUARY 2026

Total Teen & Adult
Outreach

Programs/Events:

12

Alden Estates: Biweekly visit alternating between book pick-up/drop-off and a craft. February's craft was Fridge Magnets.

Shorewood Horizons: Biweekly visit with book pick-up and drop-off.

Shorewood Glen: Monthly craft program at their community center. February's craft was Fridge Magnets.

Timbers of Shorewood: Monthly visit with book pick-up and drop-off.

Timbers Book Club: Members read and discussed the book *The Wedding People* by Alison Espach.

Trivia @ Will County Brewing Company: Monthly outreach trivia program geared towards adults. February's installment was Hollywood Movie themed.

Homebound Deliveries: Bi-weekly visits to drop-off and pick-up books.

Senior Services of Will County: Monthly visit to help seniors with tech help. This is a joint effort between Joliet Public Library and STPL.

MCHS Community Leaders Breakfast: Gabby attended Minooka High Schools Community Breakfast, and afterwards received a tour of the fieldhouse.

Reoccurring
Programs/Events:

6

Total Participants:

73

Homebound
Deliveries:

3

Community
Bookdrop Returns:

109

March 12, 2026

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Library Director

RE: Board By-Law Changes

Recent changes to Illinois laws regarding the Open Meetings Act have necessitated a couple of changes to the Board By-Laws. The changes made have been highlighted in yellow:

- Military service has been added to the list of reasons that trustees can attend remotely.
- Board meetings, including Committee meetings, cannot be held on Election Days
- I also clarified that non-attendance by a Trustee at board meetings for a consecutive 12 months is a reason to declare a vacancy in their position (this is IL law).

The Board had the first review of the by-laws in February (as required by the by-laws). This is the month that final action can be taken.

TO: Shorewood-Troy Public Library Board of Trustees

FROM: Lori Freeman, Children's Services Manager

RE: Rachel Engelhardt's First Anniversary with the Library

Rachel is one of our Children's Department Assistants; she is celebrating her one-year anniversary with the library.

Rachel is an amazing team member and a true advocate for the library. Over the past year, she has consistently demonstrated exceptional dedication and creativity in her role. Whether it's ordering and organizing board books, running programs, or assisting patrons, her contributions have made a significant impact on our team and the community we serve.

Rachel believes in all the resources we offer and always shares them with our patrons – she is always a huge advocate for all the offerings that Pinnacle provides, letting people know that their library cards can be used at any Pinnacle Library, and that we welcome any Pinnacle cardholder.

She excels in customer service; she always makes children and caregivers feel welcomed and valued. She is not just helpful but also creative, always thinking of new ways to improve our department and the library.

Rachel's passion for helping others and our community shines through every day, making her a very special part of our team. I am so grateful to work with her, and we are all lucky to have her with us! Rachel, thank you for bringing your unique energy and enthusiasm to our library. I look forward to many more years of working together!

March 12, 2026

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Director

RE: First anniversaries of Audrey Mudroch

Audrey celebrated her first anniversary at the library on March 3rd. She is the Adult Programming Coordinator. She runs many engaging programs for our Library's adult patrons, including the nighttime adult fiction book club. Audrey is also starting a Bring Your Own Book discussion at the Royal Tea Room, where participants discuss the books that they have read that month (Jennie's mom loves it!)

Audrey also frequently assists people at Tech Help Tuesdays, a drop-in program where patrons needing a little extra help with their phone, iPad, or other technology can come in without an appointment for a longer, one-on-one session with a librarian. Audrey patiently works with each patron to help them learn about their device.

Audrey also works at the reference desk, helping people find books they want to read or with informational needs.

I am looking forward to seeing what the next year brings with Audrey and Library programming!

March 12, 2026

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Director

RE: Approve Bathroom Specifications to Go out to Bid

Taylor Palumbo, the architect, has prepared the specifications, and the attorney has approved the specifications and drafted a proposed contract for the winning contractor. Both the specifications and the contract are in your packet for review.

I'm proposing **April 6th** as the return date of the bids. This will likely mean that a special Board meeting will be held to award the contract, in order to keep the project moving, but that would be the only item on the agenda for the meeting.

DRAFT AIA® Document A105® - 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of _____ in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Shorewood Troy Public Library
650 Deerwood Drive
Shorewood, Illinois 60404
Attn: Jennifer Cisna Mills, Director (jmills@shorewoodtroypublibrary.org)

and the Contractor:

(Name, legal status, address and other information)

[include contractor's name, address, and contact person here]

for the following Project:

(Name, location and detailed description)

Project No. 26004
Shorewood-Troy Public Library Restroom Remodeling
650 Deerwood Drive
Shorewood, Illinois 60404
Interior Remodeling of Existing Restroom Facilities

The Architect:

(Name, legal status, address and other information)

The Ethos Workshop, Ltd., an Illinois S-Corporation
6200 Birdsong Road
Concord, NC 28025
Attn: Taylor Palumbo (taylorp@ethosworkshop.com)

The Owner and Contractor agree as follows.

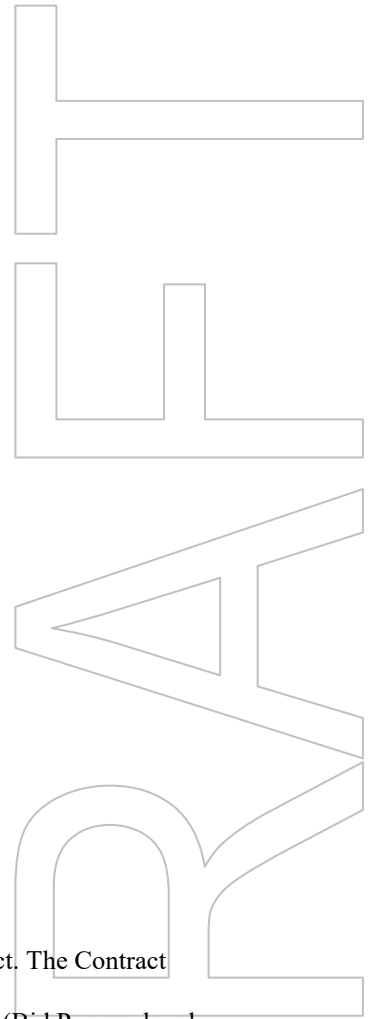
ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available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

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

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS



ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor plus the Project Manual (Bid Proposal and Specifications) issued by the Owner.
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
		07NOV23

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[] Not later than calendar days from the date of commencement.

[] By the following date[YB1]: «

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is[YB2]:

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 No interest (0% interest) shall be payable by the Owner under the Agreement. All payments are to be handled in accordance with the Illinois Local Government Prompt Payment Act and subject to the receipt by Owner of all required documentation, including but not limited to lien waivers, certified payroll or an explanation of exemption, record drawings, etc

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than Two Million (\$ 2,000,000.00) each occurrence, One Million (\$ 1,000,000.00) general aggregate, and Two Million (\$ 2,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000.00) each accident, One Million (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provisions
5.1.7.1 Failure of Owner to demand a certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

5.1.7.2 Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

5.1.7.3 Failure to maintain the required insurance may result in termination of this contract at Owner's option.

5.1.7.4 Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

5.1.7.5 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

5.1.7.6 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including but not limited to:

- (a) allowing any work to commence by the Contractor before receipt of certificates of insurance;
- (b) failing to review any certificates of insurance received from the Contractor;
- (c) failing to advise the Contractor that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

5.1.7.7 Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Owner.

5.1.7.8 Nothing contained in this Contract is to be construed as limiting the liability of the Contractor. The Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, or the Contractor, but are merely minimums. The obligations of the Contractor to purchase insurance shall not, in any way, limit its obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the Contractor's insurance.

5.1.7.9 In the event the Contractor fails to furnish and maintain the insurance required by this Contract, the Owner may purchase such insurance on behalf of the Contractor and the Contractor shall pay the cost thereof to the Owner upon demand or shall have such cost deducted from any payments due the Contractor. The Contractor agrees to furnish to the Owner the information needed to obtain such insurance.

5.1.7.10 All insurance provided by the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

§ 5.2 Owner shall maintain its usual insurance – or membership in a self-insured risk pool--for liability for claims which may arise from operations under the Contract and that will protect the Owner from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

5.5 Performance And Payment Bond

§ 5.5.1 When the contract sum is equal to or greater than \$150,000.00, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Bond in an amount equal to 100% of the full amount of the Contract Sum. This Bond serves as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on forms provided by the Owner, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on its Bid Proposal. The failure of a Bidder to list the name of its surety company on its Bid Proposal shall be a non-responsive bid. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within five (5) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

§ 5.5.1.1 The Contractor shall deliver the required bonds to the Owner not later than five days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§ 5.5.1.2 The Contractor shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 5.5.2 Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner or any and all extra Work incurred as a result of the Contractor's default, and to pay to Owner all attorney's fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Agreement to remedy Contractor's default.

§ 5.5.3 The Contractor shall (i) furnish all Surety Company's bonds through Surety Company's local agents approved by and/or as directed by Owner; (ii) fully covered and guarantee with said bond the faithful performance and completion of the entire Contract, including without limitation, the faithful performance of prevailing wage requirements; and (iii) guarantee with said bond payment in all cases by the Contractor or by the Surety Company for all labor performed, material and supplies furnished with the entire Work in the Contract. Said Bond shall remain in full force and effect during the entire period of all general guarantees given by the Contractor with the Contract as called for in the Specifications and Contract, except in cases where other bonds are specifically called for in the specifications and Contract in connection with special guarantees.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

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 written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below. *(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

OWNER:

Shorewood Troy Public Library
650 Deerwood Drive
Shorewood, Illinois 60404

Attn: Jennifer Cisna Mills, Director

Email: jmills@shorewoodtroylibrary.org

CONTRACTOR:

[include contractor's information here]

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site. As further consideration for the Discovery portion of this Contract, Contractor waives its rights under the Public Construction Contract Act of 1999.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect or Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect and Owner.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.5 OWNER'S REMEDIES NOT EXCLUSIVE. The rights and remedies of Owner stated in this Article shall be in addition to and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation by the Contractor, that the Contract Documents are full and complete, are sufficient to enable the Contractor to determine the cost of the Work and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Completion established in the Agreement. The Contractor further acknowledges and declares that it has visited and examined the Project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Contractor specifically represents and warrants to Owner that prior to the submission of its bid it has: (1) thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the Contract Documents as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (2) examined the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.1.2.1 The exactness of grades, elevations, dimensions, or locations given in any drawings or the work installed by other contractors is not guaranteed by the Owner.

§ 8.1.2.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by it without additional cost to the Owner.

§ 8.1.2.3 Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, irrigation, petroleum pipelines, and other underground utilities and structures. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items that may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.3.3 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work, including without limitation, deliveries, storage, installations, and construction utilities with that of all others on the Project. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective method of overall installation.

§ 8.3.4 After commencing the work, the Contractor shall use every precaution to avoid interferences with existing underground and surface utilities and structures, and protect them from damage. The Contractor shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total cost of all damage suits which may arise as a result of his operations at no additional costs to the Owner. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company. The cost of temporarily relocating utilities for convenience of the Contractor, shall be paid by Contractor.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.4.3 All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless herein specified to the contrary.

§ 8.4.4 After the Contract has been executed, the Owner may consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements.

§ 8.4.5 The Owner has determined that the Illinois Prevailing Wage Act applies to this Contract. Contractor shall therefore comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department's portal) including certified payroll. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <https://labor.illinois.gov/laws-rules/conmed/rates.html>

The Contractor shall also:

- (1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.
- (2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5. Installation services carry a one year warranty. All equipment carry the manufacturer's warranty

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed. The Owner is exempt from the Illinois Use Tax Act and the Retailer's Occupation Tax Act.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Owner, with the assistance of the Contractor as necessary, shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents. Contractor agrees to reimburse Owner for any additional costs incurred by Owner arising out of any delay or acts of the Contractor in completing the work (including additional observations and testing expenses).

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Owner and shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the performance of the Contractor's work provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Owner would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefits Acts.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. For every party listed the Contractor shall provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment shall not be made by the Owner without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements. In addition, the Owner shall not make payment until

the monthly certified payroll has been submitted in accordance with Section 1.26. Payment terms shall be in accordance with the provisions of the Local Government Prompt Payment act, 50 ILCS 505/1 et seq., after receipt by the Owner of the Contractor's invoice. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Owner determines is properly due, and notify the Contractor and Owner in writing of the Owner's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Owner's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 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.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and the Architect and the Owner and the Architect will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Architect shall document that conclusion in a field report. When the Owner concurs in the conclusion of the Architect, the Owner shall do so in writing to the Contractor and the date of the Owner's determination shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner and the Architect will inspect the Work. When the Owner, upon the recommendation of the Architect, finds the Work acceptable and the Contract fully performed, the Owner shall promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or

encumbrances arising out of the Contract. Upon satisfaction of the terms and conditions of the Contract, the Contractor agrees to provide the Owner with a final release and waiver of all liens covering all of the Work performed under the Contract relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner or the Architect failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 The Contractor warrants it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

§ 17.2 Whenever required, the Contractor or Subcontractor shall furnish the Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

§ 17.3 Dispute resolution – Litigation in a court of competent jurisdiction. There are no preconditions to filing suit.

§ 17.4 Contractor shall carefully examine the Occupational Safety and Health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

§ 17.5 Contractor shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

§ 17.6 At all times Contractor shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.,) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.,) and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

§ 17.7 Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the Owner,

records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

§ 17.8 The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) (the "Act").

§ 17.9 By execution of this Contract, the Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Subcontractor takes responsibility to insure that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 17 and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

PROJECT SPECIFICATIONS

ARCHITECT'S PROJECT NO. 26004
ISSUED FOR BID – MARCH 12, 2026

Shorewood-Troy Public Library Restrooms Renovation

650 Deerwood Drive
Shorewood, Illinois 60404



Ethos Workshop
6200 Birdsong Road
Concord, NC 28025
708.773.0322
Contact: Taylor Palumbo, AIA, NCARB
[Email: taylorp@ethosworkshop.com](mailto:taylorp@ethosworkshop.com)

<u>TABLE OF CONTENTS</u>	TOC/2
--------------------------------	-------

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

00020 Notice to Bid.....	00020/1
00100 Instructions To Bidders	00100/1-2
Prospective Bidders	1 Page
Notice to Bidders – Bidder Requirements.....	1 Page
General Conditions	1 Page
General Terms and Conditions and Instructions to Bidders	13 Pages
Affidavits.....	8 Pages
Certification of No Tax Delinquency.....	1 Page
00300 Bid Form.....	BF/1-3
Stop Page	1 Page

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010 Summary of Work	01010/1
01020 Allowances	01020/1-2
01026 Unit Prices	01026/1
01027 Applications for Payment.....	01027/1-4
01030 Alternate Bids	01030/1
01035 Modification Procedures	01035/1-2
01300 Submittals	01300/1-7
01400 Quality Requirements	01400/1-7
01420 References	01420/1-11
01600 Product Requirements.....	01600/1-5
01631 Product Substitutions.....	01631/1-3
01700 Project Closeout	01700/1-4
01730 Execution	01730/1-5
01782 Operation and Maintenance Data.....	01782/1-5
01783 Project Record Documents.....	01783/1-3

DIVISIONS 2-16

See drawings and notations in the drawings for information on material and product specifications.

END OF TABLE OF CONTENTS

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

Section 00020 - Notice to Bid

Sealed bids for the **Shorewood-Troy Public Library Restrooms Renovation**, which is located at 650 Deerwood Drive, Shorewood, Illinois, will be received by the by the Owner at the Shorewood-Troy Public Library until **12:00 p.m. (noon) on Monday, April 6, 2026**

Bids will be opened publicly on 10:00 am at Shorewood-Troy Library, 650 Deerwood Dr., Shorewood, IL 60404.

The work is to be performed in accordance with the proposed Contract Documents as prepared by Ethos Workshop Architects + Planners, 6200 Birdsong Road, Concord, NC 28025. To receive electronic (PDF) documents contact Taylor Palumbo, Architect, at tpalumbo@ethosworkshop.com

[YB1]

Each bid must be accompanied by a Bid Guarantee in the form of a Certified Check, Cashier's Check, or Bid Bond in an amount equal to not less than ten percent (10%) of the bid and made payable to **Shorewood-Troy Public Library**. No bid shall be withdrawn for a period of sixty (60) days after the bid opening date without the written consent of the Owner. Checks or drafts of unsuccessful bidders will be returned as soon as practicable after opening and checking the bids.

[YB2]The Library reserves the right to determine, in its sole discretion, whether a bid, in its judgment, meets the needs or purposes intended. The Library also reserves the right to reject any and all bids or waive any formality, technicality, or irregularities in any bid.

END OF SECTION 00020

NOTICE TO BID

00020 - 1

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

Section 00100 - Instructions To Bidders

1. RECEIPT AND FORM OF BIDS

- A. Bids will be received at the time and place stated in the Notice To Bid. All bids must be submitted on the Bid Form included in this Project Manual without deletions of any words or statements in the Bid Form.
- B. All bids and accompanying data must be submitted in conformity with, be based upon, and be subject to all the requirements of the proposed Contract Documents.
- C. Bids shall be made by completely filling out the Bid Form and submitting one (1) copy enclosed in two (2) envelopes (outer and inner) both of which shall be sealed and clearly labeled:

**Shorewood-Troy Public Library Restrooms Renovation
c/o Jennifer Cisna Mills, Director
650 Deerwood Drive
Shorewood, Illinois 60404**

- D. The Owner is not obligated to accept the lowest or any other bid. The Owner may waive any irregularities or informalities in any bid proposals, may reject any or all bid proposals, and may award work in any manner that they determine will best serve the interest of the Owner, in its sole discretion.
- E. The Owner requests the right to review and approve all contractors, subcontractors and suppliers prior to executing a contract for construction with the selected contractor.

2. EXAMINATION OF SITE, DRAWINGS, ETC.

- A. Each bidder shall visit the site of the proposed work and fully acquaint himself/herself with conditions and limitations relating to construction and labor so that he/she may fully understand the facilities difficulties and restrictions attending the erection of the work included under the Contract. All bids will take into consideration such conditions and limitations as may affect the work under the Contract Documents.
- B. Bidders shall thoroughly examine and be familiar with the Drawings, Specifications and other Contract Documents.
- C. Should a bidder find discrepancies in or omissions from the Drawings or Documents, or should he/she be in doubt as to their meaning, he/she shall immediately notify the Architect and the Owner, at least seven (7) days before bids are due, who will send written instructions in the form of an Addendum to all bidders. Neither the Owner nor the Architect will be responsible for any oral instructions.
- D. Contractors wishing to visit the building should contact Jennifer Cisna Mills at (815) 725-1715 to arrange a visit.

3. ALTERNATE BIDS

- A. Alternate or partial bids will not be considered except as specifically asked for on the Bid Form. The bidder shall write the words, "None Submitted", in the space provided for the amount of any Proposal upon which he is submitting no bid.

4. DETERMINATION OF LOW BIDDER

- A. The low bidder for the project shall be the contractor with the lowest total combined cost for the base bid plus the accepted alternate bids.

5. INSTALLATION OF WORK BY OTHERS

- A. Bidders are cautioned to carefully read the proposed Contract Documents to acquaint themselves with any requirements therein, necessitating installation work by others required to complete the work of the entire project. Bidders shall also note all cases where it is specified that certain work or materials (or both) are to be omitted by one (1) contractor and are to be installed by others. All contractors are to cooperate and coordinate the work of their respective trades with that of others at all times.

6. EXECUTION OF CONTRACT

- A. The Bidder to whom the Contract is awarded shall, within ten (10) days after receiving notice of such award, execute a contract with the Owner for the full and complete performance of all work.

[YB3]END OF SECTION 00100



Prospective Bidders:

Enclosed are bid documents which may be of interest to your company.

Please note the date as to when these proposals will be opened.

ALL PROPOSALS SHALL BE SUBMITTED IN AN OPAQUE, SEALED ENVELOPE TO THE SHOREWOOD – TROY PUBLIC LIBRARY, PRIOR TO THE TIME AND DATE SET FORTH FOR BID OPENING IN THE REQUEST FOR PROPOSALS. EACH PROPOSAL SHALL BE ADDRESSED TO THE SHOREWOOD – TROY PUBLIC LIBRARY AND SHALL BEAR ON THE FACE OF THE ENVELOPE THE NAME OF THE BIDDER, AND A STATEMENT THAT IT IS A SEALED PROPOSAL, TO BE OPENED FOR THE CONTRACT CONSIDERED, AT THE DATE AND HOUR SET FORTH IN THE REQUEST FOR PROPOSALS. THE BIDS SHALL BE SUBMITTED TO JENNIE CISNA MILLS AT THE SHOREWOOD – TROY PUBLIC LIBRARY, 650 DEERWOOD DRIVE, SHOREWOOD, ILLINOIS 60404.

THE BIDDER SHALL ALSO STATE ON THE ENVELOPE THAT HE/SHE IS IN RECEIPT OF ALL ADDENDUMS TO THE CONTRACT. IT IS THE RESPONSIBILITY OF THE BIDDER TO CHECK BACK WITH THE ARCHITECT FOR ANY/ALL ADDENDUMS.

ANY QUESTIONS OR CLARIFICATIONS CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED IN WRITING TO TAYLOR PALUMBO, AIA., [EMAIL: taylorp@ethosworkshop.com](mailto:taylorp@ethosworkshop.com).

ANY ORAL OR WRITTEN COMMENTS RECEIVED FROM ANY OTHER PERSON OTHER THAN THE ARCHITECT, WILL NOT BE CONSIDERED AND ALSO, MAY INVALIDATE YOUR PROPOSAL.

THANK YOU FOR BIDDING.

SHOREWOOD – TROY PUBLIC LIBRARY

NOTICE TO BIDDERS – BIDDER REQUIREMENTS

In addition to any other requirements, unless otherwise expressly stated in a bid solicitation or an award of contract, all bidders must comply with the following requirements in order to submit a bid/proposal or be awarded a contract and include satisfactory evidence thereof in its bid/proposal.

- (1) The bidder must be a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in the State of Illinois.
- (2) The bidder must have a valid Federal Employer Tax Identification Number or Social Security Number.
- (3) The bidder shall provide certificates of insurance indicating the following coverages if called for in the bid solicitation: general liability, workers compensation, completed operations, automobile, hazardous occupation, and product liability.
- (4) The bidder must comply with all applicable federal, state, and local laws, including, without limitation, the Illinois Prevailing Wage Act, the Drug Free Workplace Act, the Illinois Human Rights Act, .
- (5) All contractors and subcontractors performing services covered by the Illinois Prevailing Wage Act must submit to the Shorewood-Troy Public Library the certified payrolls required by the Act, as amended by Illinois Public Act 94-0515.

(6) Each bidder must certify that he/she is not barred from bidding on this public contract as a result of violations of Sections 33E-3 or 33E-4 of the Criminal Code of 1961, as amended, 720 ILCS E-3 or 5/33E-4. (bid rigging or bid rotation).

(7) Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), the bidder certifies that the bidder has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect for the duration of the Contract. A copy of the bidder's policy shall be provided to the Library upon request.

(8) The bidder is solely responsible for acquiring and possessing all required licenses, approvals, or permits required by to perform the work.

GENERAL CONDITIONS

All Contractors and Subcontractors shall comply with the Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended. The Contractors and Subcontractors shall keep, or cause to be kept and submit to the Shorewood-Troy Public Library, an accurate record showing the names and occupation of all laborers, workers and mechanics employed by the Contractors and Subcontractors, in connection with the Work and showing the actual hourly wages paid to each such person. The submittal of an invoice or payment request to the Shorewood-Troy Public Library shall constitute the Contractor's certification to the Shorewood-Troy Public Library that all the wages paid for the work covered by the invoice or payment request have been paid in compliance with the Prevailing Wage Act. Upon the written request of the Shorewood-Troy Public Library, the Contractors and Subcontractors shall provide a complete and accurate copy of the records establishing compliance with the Prevailing Wage Act and this paragraph.

This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et. seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Laborer's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All Contractors and Subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wages, notice and record keeping duties.

It is the responsibility of the Contractors and Subcontractors to check the above mentioned website for the most up to date wages for the month in which the work has taken place and to pay accordingly. Furthermore, it is the responsibility of the Contractors and Subcontractors to supply the Shorewood-Troy Public Library with certified payrolls for all work related to this Contract. If you are unsure as to what a certified payroll sheet is that must be supplied, you may find one at the above mentioned website.

GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

ITEM	PAGE
<u>Bidding Procedures</u>	
1. Proposal Forms	3
2. Bid Deposit	3
3. Submission of Proposals	3
4. Addenda	3
5. Samples	3
6. No Proposal Response.....	4
7. Questions	4
8. Alternate Proposals	4
9. Party Interested in More Than One Proposal	4
10. Proposals Binding For 60 Days	4
11. Withdrawal of Proposals	4
12. Bidders Invited to Bid/Proposal Opening	4
<u>Awarding the Contract</u>	
13. Criteria for Awarding Contract/Reservation of Rights	4-5
14. Notice of Award	5
15. Award of All or Part.....	5
16. Organization and Authorization	5
<u>Bond Requirements</u>	
17. Performance Bond and Payment Bond	5-6
18. Failure to Furnish Bond	6
<u>Specifications</u>	
19. Formal Specifications	6
20. Trade Name Used by the Shorewood-Troy Public Library	6
21. Trade Name Used by Bidder	6
22. Proposed Equivalents.....	6
<u>Price</u>	
23. Net Prices	6
24. Tax Exemption.....	6-7
25. Errors in Proposal Prices	7
<u>Quantities</u>	
26. Specific Proposal Quantities.....	7
<u>Delivery Provisions</u>	
27. Responsibility for Materials Shipped.....	7

28.	Delivery Failures.....	7
29.	Packaging and Containers	7
30.	Inspection of Goods.....	7
31.	Packing Slips or Delivery Tickets.....	8
	<u>Financial Responsibility Provisions</u>	
32.	General Guaranty.....	8
33.	Warranties	8
34.	Insurance.....	8-10
35.	Indemnification	11
36.	CERCLA Indemnification.....	11
	<u>Assignment/Termination/Default</u>	
37.	Assignment.....	11
38.	Termination of Contracts	11-12
39.	Default	12
40.	Payment	12
41.	Compliance with Applicable Law	12
42.	Additional Requirements	12-13

GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS

THE INSTRUCTIONS TO BIDDERS AND THE GENERAL TERMS AND CONDITIONS APPLY TO ALL PURCHASES AND BECOME A PART OF EACH PURCHASE ORDER OR CONTRACT ISSUED BY THE SHOREWOOD-TROY PUBLIC LIBRARY UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID/PROPOSAL, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS

BIDDING PROCEDURES

- 1. PROPOSAL FORMS:** Proposals shall be submitted on the forms provided or in an identical format typed by the bidder, properly signed in the appropriate places, and submitted in a sealed envelope.

- 2. BID DEPOSIT:** When a bid deposit is required as indicated in the Invitation to Bid, each proposal must be accompanied by either a bid bond signed by a surety company authorized to do business in Illinois, a cashier's check or a certified check. The proposal deposit shall be in an amount equal to either ten percent (10%) of the total proposal price or the specific amount indicated in the Invitation to Bid. When bids are awarded, the Shorewood-Troy Public Library will return all bid bonds except those of the apparent low bidder. The bid bond of the successful bidder will be returned upon the submission within ten (10) days of a properly executed performance bond. If no performance bond is required, the bid bond will be returned upon the proper execution of the Contract.

- 3. SUBMISSION OF PROPOSALS:** All proposals submitted must be received in an envelope before the time specified for opening the bid. The envelope must be clearly marked "SEALED PROPOSAL" -- WITH THE PROJECT TITLE, DATE AND TIME OF OPENING, written on the front of the envelope. The Owner, or a designated agent, will decide when the specified time for the bid opening has arrived, and proposals will be opened precisely at the assigned time. Formal sealed proposals, amendments thereto, or requests for withdrawal of proposals after the time specified for the bid opening will not be considered.

- 4. ADDENDA:** Bidders shall acknowledge the receipt of any addenda issued on the proposal form. It is the responsibility of the bidder to check back with the Architect for any/all Addendums.

- 5. SAMPLES:** Samples or drawings requested shall be delivered free of charge with the bid/proposal. Rejected samples shall be removed by the bidder at its own expense after the bid opening. Accepted samples will be retained during the life of the contract.

6. **NO BID/PROPOSAL RESPONSE:** In the event you cannot submit a proposal, please return the Proposal with an explanation as to why you are unable to bid and mark it "NO BID."
7. **QUESTIONS:** All questions concerning the bid/proposal or the Contract Documents shall be submitted to the Architect. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Architect in writing at least seven (7) working days prior to the bid opening so that the Architect can issue a written response to all bidders in the form of an *Addendum*. Whenever the answer to a question is contained in the bid documents, the bidder shall be directed to the provision in the specifications which responds to the question. The Shorewood-Troy Public Library will not be responsible for any other explanation of the specifications made prior to the receipt of bids/proposals.
8. **ALTERNATE PROPOSALS:** Unless the proposal form states that an alternate proposal is permissible, each vendor may submit only **ONE** (1) proposal.
9. **PARTY INTERESTED IN MORE THAN ONE BID/PROPOSAL:** A party who has quoted prices for work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid/proposal directly for the work, materials, or supplies.
10. **BIDS/PROPOSALS BINDING FOR 60 DAYS:** Unless otherwise specified in the Invitation to Bid or Contract Documents, all formal bids/proposals submitted shall be binding for sixty (60) calendar days following the date of opening.
11. **WITHDRAWAL OF BIDS/PROPOSALS:** A written request for the withdrawal of a bid/proposal will be granted if the request is received by the Architect prior to the specified time of opening.
12. **BID OPENING:** At the time assigned for the opening of formal bids, the bids will be opened privately.

AWARDING THE CONTRACT

13. **CRITERIA FOR AWARDING CONTRACT/RESERVATION OF RIGHTS:** The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the Owner to be in the best interest of the Shorewood-Troy Public Library. The Shorewood-Troy Public Library reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the Shorewood-Troy Public Library. The Shorewood-Troy Public Library also reserves the right to reject the bid/proposal of a bidder that has previously failed to satisfactorily perform a contract, has not completed contracts on time, or that the Shorewood-Troy Public Library determines is not able to timely perform the contract in a satisfactory manner. In determining

responsibility, the following qualifications will be considered by the Shorewood-Troy Public Library.

- (a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

14. NOTICE OF AWARD: The Shorewood-Troy Public Library will accept proposals within sixty (60) days from the date of opening of bids/proposals, or the time specified within the specifications, unless the lowest responsible bidder extends the time of acceptance to the Architect/Owner. Notice of Award will be mailed to all bidders within the time for acceptance specified in the Request for Proposals.

15. AWARD OF ALL OR PART: Unless otherwise specified by the Architect/Owner, the Shorewood-Troy Public Library reserves the right to make an award on all items, or on any of the items according to the best interests of the Shorewood-Troy Public Library. Bidder may restrict its bid/proposal to consideration in the aggregate by so stating, but must name a unit price on each item bid upon. The Shorewood-Troy Public Library reserves the right to accept or reject any bid/proposal in which the bidder names a total price for all the articles without quoting a price on each and every item.

16. ORGANIZATION AND AUTHORIZATION: Companies submitting bids/proposals must be properly organized under law and duly authorized to do business in the State of Illinois.

BOND REQUIREMENTS

SPECIFICATIONS

- 17. FORMAL SPECIFICATIONS:** When a formal, numbered specification is referred to in the Contract Documents, no deviation from that specification will be permitted.
- 18. TRADE NAME USED BY ARCHITECT/ENGINEER:** Any reference in the specifications to a manufacturer's catalog number is descriptive, not restrictive, indicating articles that are satisfactory. Bid Proposals on other makes and catalogs will be considered, provided the bidder clearly states on the face of its proposal exactly what it proposes to furnish; or forwards with its proposal, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by its proposal.
- 19. TRADE NAME USED BY BIDDER:** Where the bidder identifies an item by manufacturer's name, trade name, catalog number, or reference, the bidder shall furnish the item so identified and shall not propose to furnish an "equal" unless the proposed "equal" is definitely indicated within the proposal.
- 20. PROPOSED EQUIVALENTS:** The Architect and the Shorewood-Troy Public Library hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposed to furnish which contains major or minor variations from specifications requirements but which may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the specifications may require the bidder to submit working drawings or detailed descriptive data sufficient for the Architect and the Shorewood-Troy Public Library to determine if each requirement of the specifications is being complied with prior to manufacture or shipment.

PRICE

- 21. NET PRICES:** Bid prices, unless otherwise specified in the Contract Documents, must be net, including transportation and handling charges fully prepaid by the contractor to the approved delivery point.
- 22. TAX EXEMPTION:** Sales to the Shorewood-Troy Public Library are exempt from State and local retailers' occupation tax, State and local Service Occupational Tax, use tax, and Service Use Tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our Tax Exemption Identification No. is E9992-4846-07.
- 23. ERRORS IN BID PRICES:** When an error is made in extending total prices, the unit bid price will govern.

QUANTITIES

- 24. SPECIFIC BID/PROPOSAL QUANTITIES:** Where quantities are specifically stated, the Shorewood-Troy Public Library will order and pay for, at contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract, provided the Contractor is not in default.
- 25. RESPONSIBILITY FOR MATERIALS SHIPPED:** The successful bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification or rejection.
- 26. DELIVERY FAILURES:** Failures of a Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Architect/Owner, or failure to make replacement of rejected articles when so requested, immediately or as directed by the Architect/Owner, shall constitute authority for the Architect/Owner to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, either: (1) the Contractor shall reimburse the Owner within a reasonable time specified by the Architect, for any expense incurred in excess of contract prices; or (2) the Owner may deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the Owner reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Architect.
- 27. PACKAGING AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the Shorewood-Troy Public Library unless otherwise specified by bidder in his/her proposal.

30. **INSPECTION OF GOODS:** Inspections and acceptance of materials or supplies will be made within a reasonable time after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable. All delivered materials shall be accepted subject to inspection and physical count.
31. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

Purchase Order Number
Name of the Article and Stock Number
Quantity Ordered
Quantity Shipped
Quantity Back Ordered
Name of the Contractor

FINANCIAL RESPONSIBILITY PROVISIONS

32. **GENERAL GUARANTY:** Contractor agrees to:
- (a) Defend and indemnify the Shorewood-Troy Public Library, and its officers and employees from and against any claim, cost, action or liability of any nature or kind for wrongful death, personal injury, property damage, antitrust claim, the use of intellectual property, trade secret or patented or unpatented device.
 - (b) Protect the Shorewood-Troy Public Library against patent and latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
 - (c) Pay for all permits, licenses, and fees and give all notices and to comply with all Federal, State and Local laws, ordinances and regulations.
33. **WARRANTIES:** Unless otherwise specified, the Contractor and all Subcontractors shall unconditionally guarantee the materials and workmanship on all products and equipment furnished by it FOR A PERIOD OF ONE (1) YEAR from Date of Substantial Completion. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Shorewood-Troy Public Library, are due to faulty design and installation, workmanship, or materials, the Shorewood-Troy Public Library shall notify the Contractor. At the Contractor's expense, the Contractor shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the Shorewood-Troy Public Library.

34. **INSURANCE:** At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Contractor shall furnish Certificates of Insurance to the Shorewood-Troy Public Library before commencing performance or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Shorewood-Troy Public Library. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left". If requested, the Contractor will give the Shorewood-Troy Public Library a copy of the insurance policies. The policies must be delivered to the Shorewood-Troy Public Library within two (2) weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

(a) **Comprehensive General Liability:**

i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate.....	\$2,000,000.00
Products/Completed Aggregate.....	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal Injury	\$1,000,000.00

iii. Exclusions relating to the Explosion, Collapse and Underground hazards shall be deleted.

iv. Coverage is to be written on an "occurrence" basis.

v. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

vi. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

(b) **Owners & Contractors Protection:**

i. Bodily Injury

Annual Aggregate\$1,000,000.00
Each Occurrence\$1,000,000.00

ii. Property Damage:

Annual Aggregate\$1,000,000.00
Each Occurrence\$1,000,000.00

(c) **Workers Compensation:**

i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers Compensation Insurance. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Workers Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(d) **Comprehensive Automobile Liability:**

i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.

ii. Limits:

Combined Single Limit..... \$1,000,000.00

(e) **Umbrella:**

i. Limits:

Aggregate\$1,000,000.00

ii. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

(f) **Certificate of Insurance:**

- i. **The Shorewood-Troy Public Library, Ethos Workshop Architects + Planners and their officers and employees are to be named as additional insured on a primary and non-contributory basis. Additionally, please provide an endorsement from your insurance carrier confirming that the Shorewood-Troy Public Library and Ethos Workshop Architects + Planners are additional insured including the provision of legal representation in the defense of claims asserted against the Shorewood-Troy Public Library and Ethos Workshop Architects + Planners.**

The Contractor understands and agrees that any bond or insurance required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Shorewood-Troy Public Library as herein provided.

35. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

36. CERCLA INDEMNIFICATION: The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Shorewood-Troy Public Library, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et

seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

ASSIGNMENT/TERMINATION/DEFAULT

37. **ASSIGNMENT:** Assignment of this contract or any part thereof, or any funds to be received hereunder by the Contractor shall be subject to the prior written approval of the Shorewood-Troy Public Library and/or Architect.
38. **TERMINATION OF CONTRACTS:** Contracts will remain in effect until all articles ordered shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- (a) Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - (b) Extended upon written authorization of the Architect/Owner and accepted by the Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
39. **DEFAULT:** The contract may be terminated for cause by the Shorewood-Troy Public Library in whole or in part by written notice of default to the Contractor. This notice may be delivered by first class mail or any other commercially reasonable method. The Contractor shall have seven (7) calendar days from the receipt of such notice to cure the default to the satisfaction of the Shorewood-Troy Public Library. Notice communicated by first class mail shall be deemed delivered on the tenth calendar day after posting. If the Contractor fails to effect a cure acceptable to the Shorewood-Troy Public Library, the Shorewood-Troy Public Library may obtain the goods or services specified by the Contract from the next lowest responsible bidder or on the open market, as the Shorewood-Troy Public Library may determine. In either event, the defaulting Contractor shall be liable for cover damages, consequential damages, incidental damages and any other costs incurred by the Shorewood-Troy Public Library fairly related to the default. The remedies state herein are in addition to any other remedy provided by the Contract, by any performance or payment securities or under law.
40. **PAYMENT:** For construction or installation projects, the Shorewood-Troy Public Library shall pay the Contractor in monthly progress payments, on the basis of percentage of work completed and verified at the time request for payment (invoice) is made. All payments will be made in accordance with the Illinois Local Government Prompt Payment Act.

A retainage of ten percent (10%) shall be withheld from payments until the project is completed and the project's final acceptance approved by the Shorewood-Troy Public Library and/or the Architect. The retainage shall be reflected on the Contractor's invoices.

Requests for payment shall include a sworn statement, on a form supplied or approved by the Shorewood-Troy Public Library, affirming that all subcontractors and suppliers, if any, have been paid in full for the work performed to date. In addition, the Contractor shall submit duly executed lien releases from all Subcontractors or Suppliers, if any, for work performed to date. Upon the submission of a final request for payment, the Contractor shall also provide a duly executed final and unconditional lien waiver from all subcontractors and suppliers, if any, along with the Contractor's sworn statement that all Subcontractors and Suppliers, if any, have been paid in full, that all final lien waivers are duly executed and the signatures thereon are genuine.

41. COMPLIANCE WITH OTHER APPLICABLE LAW: The Contractor and its Subcontractors shall comply with all laws, ordinances and regulations pertaining to the municipal purchase of goods and services and the construction of public works.

42. ADDITIONAL REQUIREMENTS: In addition to any other requirement, unless otherwise expressly stated in a bid/proposal solicitation or an award of contract, all bidders must comply with the following requirements in order to submit a bid/proposal or be awarded a contract and include satisfactory evidence thereof in its bid/proposal.

- (a) The bidder shall be a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in Illinois.
- (b) The bidder shall have a valid Federal Employer Tax Identification Number or Social Security Number.
- (c) The bidder shall provide certificates of insurance indicating the follow coverages if called for in the bid solicitation: general liability, workers compensation, completed operations, automobile, hazardous occupation and product liability.

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

AFFIDAVITS

Section 1:

Business Status of Bidder

BIDDER/APPLICANT:

Name

Principal place of business

Address

City, State, Zip Code

The Bidder is a:

_____ *Corporation*

_____ *Partnership*

_____ *Limited Liability Company*

_____ *Sole Proprietorship*

_____ *Other (please explain: _____)*

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name

Address

City, State, Zip Code

The officers of the corporation are:

President

Secretary

Vice President

Treasurer

The Corporation is authorized to do business in the State of Illinois

Limited Liability Company

The state of registration is:

The registered agent of the Limited Liability Company in Illinois is:

Name

Address

City, State, Zip Code

The registered office of the Limited Liability Company in Illinois is:

Name

Address

City, State, Zip Code

The managers and members of the Limited Liability Company are:

Name

Name

Address

Address

City, State

City, State

The LLC is authorized to do business in the State of Illinois

Sole Proprietorship

The address of the sole proprietor is:

Address

City, State

The sole proprietor transacts business in Illinois under the following assumed names:

Name

Name

Name

Name

Name

Name

BID RIGGING AND BID ROTATING

- Section 2.** That in connection with this solicitation for bids/proposals:
- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
 - B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
 - C. The bid is genuine and not collusive or sham;
 - D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
 - E. All statements contained in such bid are true;
 - F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
 - G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 2a.

NON-COLLUSION

- A. No officer or employee of the Shorewood-Troy Public Library has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the Shorewood-Troy Public Library has disclosed to the bidder any information related to the terms of a sealed bid.
- C. No officer or employee of the Shorewood-Troy Public Library has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.
- D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Shorewood-Troy Public Library.
- E. This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned further states that: **(circle A or B)**

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certifies that the bidder has not been barred from contracting as a result of a violation of Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Criminal Code.

**THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT**

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the Shorewood-Troy Public Library, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;

2. The aforementioned company's policy of maintaining a drug free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the Shorewood-Troy Public Library and to post the statement in a prominent place in the workplace;
 - F. Notifying the Shorewood-Troy Public Library within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
 - G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
 - H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
 - I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
 - J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction or a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Shorewood-Troy Public Library because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section 10. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or

ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Signed by: _____
[name]

[title]

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

By: _____
Notary Public

-seal-

STATE OF ILLINOIS

COUNTY OF WILL

CERTIFICATION OF NO TAX DELINQUENCY

I, _____, do hereby swear or affirm that the individual or entity which is about to enter into a contract with the Shorewood-Troy Public Library is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

By: _____

Title: _____

Address: _____

SUBSCRIBED AND SWORN to before me
on this _____ day of _____, 2026.

Notary Public

BID FORM

**Shorewood-Troy Public Library
Restrooms Renovation
650 Deerwood Drive
Shorewood, Illinois 60404**

For the

**Shorewood-Troy Public Library
650 Deerwood Drive
Shorewood, Illinois 60404**

Bid submitted by:

**To: Shorewood-Troy Public Library
c/o Jennifer Cisna Mills, Director
650 Deerwood Drive
Shorewood, Illinois 60404**

BASE BID

The undersigned, having inspected the site and familiarized himself/herself with conditions affecting the cost of the work and its performance, and having carefully examined and fully understood the Contract Documents, hereby affirms and agrees to enter into a contract to provide labor, material, equipment, and services to completely perform the work described in the Contract Documents, including addenda issued thereto for the sum of:

_____ DOLLARS \$

PERFORMANCE AND PAYMENT BONDS

The undersigned agrees, if requested, to furnish performance and payment bonds as specified. The premium for such bonds will be \$ _____. This premium is included in the base bid sum.

COMPLETION TIME

The undersigned agrees that, if awarded a contract for the work, he/she will start work promptly upon receipt of the written notice to proceed and will complete said work within _____ calendar days thereafter.

ACCEPTANCE OF BID

The undersigned agrees that withdrawal of this bid, or failure to sign the agreement, within the times set forth herein shall automatically bar undersigned from further consideration and terminate any and all rights undersigned may have acquired in, by, or through this bid.

The undersigned further agrees that the Owner shall have the right to reject any or all bids.

ADDENDA

The undersigned acknowledges receipt of the following addenda:

ADDENDUM NO.	DATE
_____	_____
_____	_____
_____	_____
_____	_____

If no addenda have been received, write in "NONE".

No bid shall be withdrawn for a period of sixty (60) days after the bid opening date without the consent of the Owner.

SIGNATURES

(If an Individual)

Date _____, 2026.

Signature of Bidder

_____ (SEAL)

) Business Address _____

(If a Partnership)

Date _____, 2026.

Firm Name _____ (SEAL)

By _____ (SEAL)

Business Address _____

Names and Addresses of all Members of the Firm: _____

(If a Corporation)

Date _____, 2026.

Corporate Name _____

By

Title _____

Business Address _____

P r e s i d e n t S e c r e t a r y

Vice-President _____ Treasurer

ATTEST: _____
Secretary

Corporate Seal

END OF BID FORM

STOP*

CHECK THE FOLLOWING LIST TO MAKE SURE THAT YOUR PROPOSAL CONTAINS ALL OF THE REQUIRED DOCUMENTS.

- _____ 1. CERTIFICATION OF NO TAX DELIQUENCY
- _____ 2. AFFIDAVITS
- _____ 3. CERTIFICATE OF INSURANCE
- _____ 4. BID FORM

FAILURE TO INCLUDE ANY ONE OR ALL OF THE ABOVE MAY CONSTITUTE SUITABLE GROUNDS FOR REJECTION OF YOUR PROPOSAL.

DIVISION 1 - GENERAL REQUIREMENTS

Section 01010 - Summary of Work

PART 1 - GENERAL

1.1 DESCRIPTION AND QUALIFICATIONS

- A. The Project consists of a renovation of two restrooms on the lower level of the building. Demolition work includes removal of all floor and wall tile, ceiling tile and grid, and the careful extraction of existing fixtures and accessories. The new work includes, but is not necessarily limited to, the following:
- Furnish and install new floor tile
 - Furnish and install new moisture resistant drywall
 - Furnish and install new toilet accessories
 - Furnish and install a new toilet partition system
 - Furnish and install new drywall ceiling and lighting
 - Install existing plumbing fixtures back into place unless they have notable defects in the field.
 - Furnish and install new door hardware on the existing but re-finished doors.

1.2 CONTRACTOR USE OF PREMISES

- A. During construction, the Contractor's use of the premises for construction operations is limited to the areas scheduled for construction. It is also limited by the Owner's right to perform construction operations or employ separate Contractors on portions of the Project. Please note that the facility will open for business during construction.
- B. The Contractor shall designate delivery dates in the Contractor's Construction Schedule and shall receive, unload and handle items at the site. The Contractor is responsible for protecting items from damage, including damage from exposure to the elements, and for repair or replacement of items damaged as a result of his/her operations.

1.3 PRE-BID BUILDING INVESTIGATION

- A. Contractors wishing to visit the building should contact Jennifer Cisna Mills at (815) 725-1715 to arrange a visit.

END OF SECTION 01010

DIVISION 1 - GENERAL REQUIREMENTS

Section 01020 - Allowances

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide labor, materials, equipment, and incidentals required for the completion of the work shown on the drawings and/or specified in this section.

1.2 SUMMARY

- A. Selected materials and equipment, and in some cases, installation are included in Contract Documents by Allowances. Allowances are established to defer selection until more information is available. Other requirements will be issued by a Change Order.
- B. Types of allowances required include the following:
 - 1. Lump sum allowances.
- C. Procedures for submitting and handling Change Orders are included in Section "Change Order Procedures."

1.3 SELECTION AND PURCHASE

- A. At the earliest feasible date after Contract award, advise the Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delay.
- B. When requested by the Architect, obtain proposals for each allowance for use in making final selections; include recommendations that are relevant to performance of the Work.
- C. Purchase products and systems from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form of Change Orders.
- B. Submit invoices or delivery slips to indicate quantities of materials delivered for use in fulfillment of each Allowance.

1.5 UNUSED MATERIALS

- A. Return unused materials for credit to the Owner, after installation has been completed and accepted.
 - 1. If it is not feasible to return unused material, prepare unused material for the Owner's storage, and deliver to the storage space as directed. Otherwise, disposal is the Contractor's responsibility.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 INSPECTION

- A. Inspect products covered by an allowance promptly upon delivery for damage or defects.

3.2 PREPARATION

- A. Coordinate materials and installation for each allowance with related materials and installations to ensure that each allowance item is integrated with related construction activities.

3.3 SCHEDULE OF ALLOWANCES

No allowances at this time.

END OF SECTION 01020

DIVISION 1 – GENERAL REQUIREMENTS

Section 01026 – Unit Prices

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for unit prices.

1.2 DEFINITIONS

- A. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order if estimated quantities of Work required by Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include necessary material, overhead, profit and applicable taxes.
- B. Refer to individual Sections for construction activities requiring establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. The Owner reserves the right to reject the Contractor's measurement of Work-in-place that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- D. Schedule: A "Unit Price Schedule" is included at the end of this Section. Sections referenced in the Schedule contain requirements for materials and methods described under each unit price.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 UNIT PRICE SCHEDULE

- No unit prices at this time.

END OF SECTION 01026

DIVISION 1 – GENERAL REQUIREMENTS
Section 01027 – Applications For Payment

PART 1 – GENERAL

1.1 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with the Contractor's Construction Schedule.
- B. Correlate line items in the Schedule of Values with other schedules and forms, including:
 - 1. Contractor's Construction Schedule.
 - 2. Application for Payment form.
 - 3. List of Contractors.
 - 4. List of products.
 - 5. Schedule of submittals.
- C. Submit the Schedule of Values to the Architect at the earliest date, but no later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
- D. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format.
 - 1. Identification: Include the following identification:
 - a. Project name and location.
 - b. Name of the Architect.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Contractor's name and address.
 - f. Date of submittal.
 - 2. Arrange the Schedule in tabular form with columns to indicate the following for each item:
 - a. Generic name.
 - b. Related Specification Section.
 - c. Name of contractor and/or subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that have affected value.
 - g. Dollar value.
 - 1) Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
 - 3. Break Contract Sum down in enough detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts off to the nearest dollar; the total shall equal the Contract Sum.
 - 4. For each item where an Application for Payment includes products purchased or fabricated and stored, but not installed, provide separate line items for initial cost, each subsequent stage of completion, and installed value.
 - 5. Show line items for indirect costs, and margins on costs, to extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of

Values and Applications for Payment shall be complete including total cost and share of overhead and profit.

- a. Temporary facilities and items that are not direct cost of Work-in-place may be shown as separate line items or distributed as general overhead expense.
6. Update and resubmit the schedule when Change Orders or Construction Change Directives change the Contract Sum.

1.2 APPLICATIONS FOR PAYMENT

- A. Each Contractor, subcontractor, etc., performing work on the project shall submit a complete breakdown of labor wage rates for applicable trades and each job classifications within said trades, including base rate(s), all mark-ups for benefits, taxes, insurance, workers compensation, etc. on their Company letterhead. It shall be mandatory that these breakdowns shall be submitted prior to (or along with) Payment Request No. 1. Failure to comply with this requirement will result in rejection and return of the Payment Request to the Contractor, until compliance is reached. Where some (minimal) sub-contracts may still be unsigned at the submission of Payment Request No. 1, the wage rates for all outstanding contractors/sub-contractors shall be submitted prior to or with Payment Request No. 2. Failure to comply with this requirement will result in rejection and return of the Payment Request to the Contractor, and no processing of this or subsequent payment requests shall occur until total compliance is reached. Each Contractor shall include this provision in all contracts with subcontractors, etc. Failure to do so shall not relieve Contractor of compliance with this contract requirement.
- B. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
 1. The Initial Application for Payment, the Application for Payment at Substantial Completion, and the Final Payment Application involve additional requirements.
- C. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated.
- D. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for the application.
- E. Application Preparation: Complete every entry, including notarization and execution by person authorized to sign on behalf of the Owner. Incomplete applications will be returned without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the period covered by the application.
- F. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Architect within 24 hours; all three (3) copies shall be complete, including waivers of lien and similar attachments.
 1. Transmit each copy with a transmittal listing attachments, and recording information related to the application.
- G. Waivers of Lien: With each application, submit waivers of lien from every entity who may file a lien arising out of the Contract, and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Waiver Delays: Submit each application with Contractor's waiver of lien for the period covered by the application.
 - a. Submit Final Application for Payment with final waivers from every entity involved with performance of Work covered by the application who could be entitled to a lien.
 4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include:
1. List of Contractors.
 2. Each Contractor and Subcontractor's breakdown of labor wage rates for applicable trades and each job classification within said trades including base rates and all mark-ups on their company letterhead.
 3. List of suppliers and fabricators.
 4. Schedule of Values.
 5. Contractor's Construction Schedule (preliminary if not final).
 6. Submittal Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. Copies of building permits.
 9. Copies of authorization and licenses from governing authorities for performance of the Work.
 10. Initial progress report.
 11. Report of Pre-construction Meeting.
 12. Certificates of insurance and insurance policies.
 13. Performance and payment bonds.
 14. Certificates of Insurance and insurance policies.
- I. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions. Administrative actions and submittals that precede or coincide with this application include:
1. Occupancy permits and similar approvals.
 2. Warranties and maintenance agreements.
 3. Test/adjust/balance records.
 4. Maintenance instructions.
 5. Meter readings.
 6. Change-over information related to Owner's occupancy, use, operation, and maintenance.
 7. Final cleaning.
 8. Application for reduction of retainage, and consent of surety.
 9. List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final payment application include:
1. Completion of Project Closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.

3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to Owner.
6. Proof that taxes, fees and similar obligations have been paid.
7. Change of door locks to Owner's access.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements.
10. Written Notice that the Work is ready for final inspection and acceptance.
11. Delivery of items, materials, products, spare parts, etc., required by individual sections of the Specifications to the Owner.
12. A Final Waiver of Lien from the Construction Manager to the Owner for the entire Contract amount.
13. Final Waivers of Lien from Contractors and Material Suppliers for the full amount of their Contracts with the Construction Manager.
14. Contractor's statement of account status and request for payment on his/her own letterhead.
15. Occupancy Permit.

1.3 RETAINAGE

- A. The Owner will retain 10% of the amount accepted by the Architect as having been stored and/or completed through the completion of the project and per the observations of the Owner and Architect.

END OF SECTION 01027

DIVISION 1 – GENERAL REQUIREMENTS

Section 01030 – Alternate Bids

PART 1 - GENERAL

1.1 DEFINITIONS

- A. An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain items that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
 - 1. The cost or credit for each Alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

1.2 PROCEDURES

- A. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the Project.
- B. Notification: Immediately following Contract award, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- C. Execute accepted Alternates under the same conditions as other Work of this Contract.
- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

1.3 SCHEDULE OF ALTERNATES

No Alternates are scheduled at this time.

END OF SECTION 01030

DIVISION 1 – GENERAL REQUIREMENTS
Section 01035 – Modification Procedures

PART 1 – GENERAL

1.1 SUMMARY

- A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Supplemental instructions authorizing minor changes in the Work, not involving adjustment to Contract Sum or Time, will be issued by the Architect on AIA form G710.

1.3 CHANGE ORDER PROPOSAL REQUESTS

- A. Proposal Requests that require adjustment to the Contract Sum or Time if accepted, will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specification. Proposal Requests are for information only and shall not be considered as instruction to stop work in progress, or to execute the change.

1. Unless otherwise indicated, within seven (7) days of receipt, submit an estimate of cost to execute the change.
 - a. Include a list of quantities of products to be purchased and unit costs, along with the amount of purchases to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract time.

- B. Contractor Initiated Change Order Proposal Requests: When unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request to the Architect.

1. Include a statement outlining reasons for the change. Provide a complete description of the change. Indicate effect of the proposed change on the Contract Sum and Time.
2. Include a list of quantities of products to be purchased and unit costs, along with amount of purchases to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Comply with requirements in Section "Product Substitutions" if the change requires substitution of one product or system for product or system specified.

- C. Proposal Request Form: Use AIA Document G 709 for Change Order Proposal Requests or Architect approved equal.

1.4 ALLOWANCE ADJUSTMENT

- A. Base each Change Order Proposal Request for an allowance cost adjustment on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of

work-in-place, with reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins.

1. Include installation costs in the purchase amount only where indicated as part of the allowance.
 2. When requested, prepare explanations and documentation to substantiate margins claimed.
 3. Submit substantiation of a change in scope of work claimed in the Change Orders related to unit-cost allowances.
 4. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure or count.
- B. Submit claims for increased costs because of change in scope or nature of the allowance described in Contract Documents, whether for purchase amount or Contractor's handling, labor, installation, overhead and profit, within seven (7) days of receipt of Change Order or Construction Change Directive authorizing work to proceed. Claims submitted later than seven (7) days will be rejected.
1. Change order cost amount shall not include Contractor's or subcontractor's indirect expense except when clearly demonstrated that the nature or scope of work required was changed from what could have been foreseen from the allowance description and other information in contract documents.
 2. No change to the Contractor's indirect expense is permitted for selection of higher or lower priced materials or systems, of the same scope and nature as originally indicated.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. When the Owner and Contractor are not in agreement on terms of a Change Order Proposal Request, the Architect may issue Construction Change Directive on AIA Form G714, instructing the Contractor to proceed with a change, for subsequent inclusion in a Change Order.
1. Construction Change Directive will contain a complete description of the change and designate method to be followed to determine change in the Contract Sum or Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of the change submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.6 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on AIA Form G701, as provided in the Conditions of the Contract.

END OF SECTION 01035

DIVISION 1 – GENERAL REQUIREMENTS

Section 01300 – Submittals

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Submittals required for performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Submittal Schedule.
3. Shop Drawings.
4. Product Data.
5. Samples.
6. Mockups.
7. Quality Assurance Submittals.

- B. Administrative Submittals: Refer to other Division 1 Specification Sections and other Contract Documents for requirements for administrative Submittals. Such Submittals include, but are not limited to, the following:

1. Permits.
2. Applications for Payment.
3. Insurance Certificates.
4. List of Contractors.

- C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Applications for Payment" specifies requirements for Submittal of the Schedule of Values.
2. Division 1 Section "Quality Requirements" specifies requirements for Submittal of inspection and test reports.
3. Division 1 Section "Project Closeout" specifies requirements for Submittal of Project Record Documents and warranties at project closeout.

1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

- C. Mockups are full-size assemblies for review of construction, coordination, testing, operation; they are not samples.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of Submittals with performance of construction activities. Transmit each Submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each Submittal with fabrication, purchasing, testing, delivery, other Submittals and related activities that require sequential activity.
2. Coordinate transmittal of different types of Submittals for related elements of the Work so processing will not be delayed by the need to review Submittals concurrently for coordination.

- a. The Architect reserves the right to withhold action on a Submittal requiring coordination with other Submittals until all related Submittals are received.

3. Processing: To avoid the need to delay installation as a result of the time required to process Submittals, all sufficient time for Submittal review, including time for resubmittals.

- a. Allow two (2) weeks for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent Submittals.
- b. If an intermediate Submittal is necessary, process the same as the initial Submittal.
- c. Allow two (2) weeks for reprocessing each Submittal.
- d. No extension of Contract Time will be authorized because of failure to transmit Submittals to the Architect sufficiently in advance of the Work to permit processing.
- e. If it is determined that a Submittal needs to be reviewed in less than two (2) weeks to maintain the Construction Schedule, notify the Architect immediately.

- B. Submittal Preparation: Place a permanent label or title block on each Submittal for identification. Indicate the name of the entity that prepared each Submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

- a. Project name.
- b. Date.
- c. Name and address of the Architect.
- d. Name and address of the Construction Manager.
- e. Name and address of the Contractor.
- f. Name and address of the Subcontractor.
- g. Name and address of the Supplier.
- h. Name of the Manufacturer.
- i. Number and title of appropriate Specification Section.
- j. Drawing number and detail references, as appropriate.

- C. Submittal Transmittal: Package each Submittal appropriately for transmittal and handling. Transmit each Submittal from the Construction Manager to the Architect using

a transmittal form. The Architect will not accept Submittals received from sources other than the Construction Manager.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
2. Transmittal Form: Use AIA Document G810 or Architect approved equal.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type, Contractor's Construction Schedule. Submit within thirty (30) days after the date established for "Commencement of the Work."
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
 2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
 5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including Submittal review, testing, and installation.
- C. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- D. Distribution: Follow response to the initial Submittal, print and distribute copies to the Architect, Owner, Contractors, Subcontractors, and other parties required to comply with scheduled dates. Post copies in Project meeting room and temporary field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.6 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of Submittals. Submit the schedule within seven (7) days of the date required for Submittal of the Contractor's Construction Schedule.
1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.
 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Scheduled date for the first Submittal.
 - b. Related Section number.
 - c. Submittal category (Shop Drawings, Product Data, or Samples).
 - d. Name of the Contractor.
 - e. Description of the part of the Work covered.
 - f. Scheduled date for resubmittal.
 - g. Scheduled date for the Architect's final release or approval.
- B. Distribution: Following response to the initial Submittal, print and distribute copies to the Architect, Owner, Contractors, Subcontractors, and other parties required to comply with Submittal dates indicated. Post copies in the Project meeting room and field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.7 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 36 by 48 inches.
 7. Initial Submittal: Submit one (1) correctable, translucent, reproducible print and a minimum of four (4) blue- or black-line prints for the Architect's review. The Architect will return the reproducible print.
 8. Final Submittal: Submit three (3) blue- or black-line prints and two (2) additional prints where required for maintenance manuals, plus the number of prints

needed by the Architect for distribution. The Architect will retain two (2) prints and return the remainder.

a. The Construction Manager shall mark-up and retain two (2) of the returned prints as a "Record Document."

9. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

1.8 PRODUCT DATA

A. Collect Product Data into a single Submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:

- a. Manufacturer's printed recommendations.
- b. Compliance with the trade association standards.
- c. Compliance with recognized testing agency standards.
- d. Application of testing agency labels and seals.
- e. Notation of dimensions verified by field measurements.
- f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

3. Submittals: Submit five (5) copies of each required Submittal; submit seven (7) copies where required for maintenance manuals. The Architect will retain a minimum of two (2) copies and will return the others marked with action taken and corrections or modifications required.

a. Unless noncompliance with Contract Document provisions is observed, the Submittal may serve as the final Submittal.

4. Distribution: Furnish copies of final Submittal to installers, contractors, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.

b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.9 SAMPLES

A. Submit full-size, fully fabricated Sample which is cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Architect's Sample. Include the following:

- a. Specification Section number and reference.
- b. Generic description of the Sample.
- c. Sample source.

- d. Product name or name of the manufacturer.
 - e. Compliance with recognized standards.
 - f. Availability and delivery time.
2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final Submittal and the actual component as delivered and installed.
- a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 - c. Refer to other Sections for Samples to be returned to the Construction Manager for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample Submittals.
 - d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Construction Manager and shall be removed from the site prior to Substantial Completion.
3. Preliminary Submittals: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices.
- a. The Architect will review and return preliminary Submittals with the Architect's notation, indicating selection and other action.
4. Submittals: Except for Samples, illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit five (5) sets. The Architect will return one (1) set marked with the action taken.
5. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
- a. Unless noncompliance with Contract Document provisions is observed, the Submittal may serve as the final Submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.10 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control Submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control Submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

- C. Inspection and Test Reports: Requirements for Submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Requirements."

1.11 ARCHITECT'S ACTION

- A. Except for Submittals for the record or information, where action and return is required, the Architect will review each Submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect will stamp each Submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
 - 1. Final Unrestricted Release: When the Architect marks a Submittal "No Exception Taken," the Work covered by the Submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 - 2. Final-But-Restricted Release: When the Architect marks a Submittal "Make Corrections Noted," the Work covered by the Submittal may proceed provided it complies with notations or corrections on the Submittal and requirements of the Contract Documents. Final payment depends on that compliance.
 - 3. Returned for Resubmittal: When the Architect marks a Submittal "Rejected" or "Revise/Resubmit," do not proceed with Work covered by the Submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new Submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - a. Do not use, or allow others to use, Submittals marked "Rejected" or "Revise/Resubmit" at the Project Site or elsewhere where Work is in progress.
 - 4. Other Action: Where a Submittal is for information or record purposes or special processing or other activity, the Architect will return the Submittal marked "Not Reviewed."
- C. Unsolicited Submittals: The Architect will return unsolicited Submittals to the sender without action.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01300

DIVISION 1 – GENERAL REQUIREMENTS
Section 01400 – Quality Requirements

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor and/or Subcontractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit the Contractor's and/or Subcontractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for the Contractor and/or Subcontractor to provide quality-assurance and -control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by the Architect and/or Contractor.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Laboratory Mockups: Full-size, physical assemblies constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

- I. Installer/Applicator/Erector: Contractor or another entity engaged by the Contractor as an employee, Contractor, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- K. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two (2) or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to the Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to the Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by the authorities having jurisdiction, submit a written statement of responsibility to said authorities before starting work on the following systems:
 - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
 - 2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- B. Testing Agency Qualifications: For testing agencies specified in the "Quality Assurance" Article to demonstrate their capabilities and experience, include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. **Manufacturer's Field Reports:** Prepare written information documenting tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Other required items indicated in individual Specification Sections.
- C. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. **General:** Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those

performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of the manufacturer who is trained and approved by the manufacturer to observe and inspect installation of the manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where the testing agency is indicated to perform preconstruction testing for compliance with specified requirements for the performance and test methods, comply with the following:
1. Contractor and/or Subcontractor responsibilities shall include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - d. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to the Architect, through the Contractor, with copy to the Subcontractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect and Owner.
 2. Notify Architect and Owner seven (7) days in advance of dates and times when mockups will be constructed.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.

4. Obtain the Architect's and Owner's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven (7) days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove the mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as the Owner's responsibility, the Owner will engage a qualified testing agency to perform these services.

1. The Owner will furnish the Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor and the Contract Sum will be adjusted by Change Order.

B. Contractor and/or Subcontractor Responsibilities: Tests and inspections not explicitly assigned to the Owner are the Contractor's and/or Subcontractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as the Contractor's and/or Subcontractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. The Contractor and/or Subcontractor shall not employ the same entity engaged by the Owner, unless agreed to in writing by the Owner.
2. Notify testing agencies at least forty-eight (48) hours in advance of the time when the Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as the Contractor's and/or Subcontractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by the Contractor and/or Subcontractor and not required by the Contract Documents are the Contractor's and/or Subcontractor's responsibility.
5. Submit additional copies of each written report directly to the authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were the Contractor's and/or Subcontractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- E. Testing Agency Responsibilities: Cooperate with the Architect, Contractor, Subcontractor and Owner in the performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify the Architect, Contractor, Subcontractor and Owner promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through the Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of the Contractor and/or Subcontractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate the sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency and/or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Notify the Architect, Contractor, Subcontractor and Owner promptly of irregularities and deficiencies observed in the Work during performance of its services.

2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, through the Contractor, with a copy to the Contractor and to authorities having jurisdiction.
3. Submitting a final report of special tests and inspections at Substantial Completion which includes a list of unresolved deficiencies.
4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
5. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 1 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

DIVISION 1 – GENERAL REQUIREMENTS

Section 01420 - References

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Construction Manager's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association
APA	APA - The Engineered Wood Association

APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	Association of the Wall and Ceiling Industry
AWCMA	American Window Covering Manufacturers Association (Now WCMA)
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association)
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	BICSI, Inc.
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation)
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CEA	Consumer Electronics Association

CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CRRC	Cool Roof Rating Council
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CRI	Carpet and Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association (Electrostatic Discharge Association)
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA)
FIBA	Federation Internationale de Basketball (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FM Approvals	FM Approvals LLC

FM Global	FM Global (Formerly: FMG - FM Global)
FMRC	Factory Mutual Research (Now FM Global)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Part of GSI)
GS	Green Seal
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation (Now BWF)
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization Available from ANSI

ISSFA	International Solid Surface Fabricators Association
ITS	Intertek Testing Service NA (Now ETL SEMCO)
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association

NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NOMMA	National Ornamental & Miscellaneous Metals Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Now ITS)
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service

SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc. (Now TCNA)
TCNA	Tile Council of North America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute

UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WSRCA	Western States Roofing Contractors Association
WWPA	Western Wood Products Association

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

IAPMO	International Association of Plumbing and Mechanical Officials
ICC	International Code Council
ICC-ES	ICC Evaluation Service, Inc.
UBC	Uniform Building Code (See ICC)

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers
CPSC	Consumer Product Safety Commission
DOC	Department of Commerce
DOD	Department of Defense

DOE	Department of Energy
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FDA	Food and Drug Administration
GSA	General Services Administration
HUD	Department of Housing and Urban Development
LBL	Lawrence Berkeley National Laboratory
NCHRP	National Cooperative Highway Research Program (See TRB)
NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
PBS	Public Buildings Service (See GSA)
PHS	Office of Public Health and Science
RUS	Rural Utilities Service (See USDA)
SD	State Department
TRB	Transportation Research Board
USDA	Department of Agriculture
USPS	Postal Service

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board
CFR	Code of Federal Regulations Available from Government Printing Office
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point
DSCC	Defense Supply Center Columbus (See FS)

FED-STD	Federal Standard (See FS)
FS	Federal Specification Available from Department of Defense Single Stock Point Available from Defense Standardization Program Available from General Services Administration Available from National Institute of Building Sciences
FTMS	Federal Test Method Standard (See FS)
MIL	(See MILSPEC)
MIL-STD	(See MILSPEC)
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point
UFAS	Uniform Federal Accessibility Standards Available from Access Board

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation
CCR	California Code of Regulations
CPUC	California Public Utilities Commission
TFS	Texas Forest Service Forest Resource Development

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01420

DIVISION 1 – GENERAL REQUIREMENTS
Section 01600 – Product Requirements

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Section:
 - 1. Division 1 Section "Product Substitutions" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one (1) week of receipt of a comparable product request. Architect will notify the Subcontractor through the Contractor of approval or rejection of proposed comparable product request within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 1 Section "Submittals."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittals" Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If the Contractor and/or Subcontractor is given an option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor and/or Subcontractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties. Refer to both the Project Manual and the Drawings.
- C. Submittal Time: Comply with requirements in Division 1 Section "Project Closeout."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for the Contractor's and/or Subcontractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for the Contractor's and/or Subcontractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for the Contractor's and/or Subcontractor's convenience will not be considered unless otherwise indicated.

- b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
- 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for the Contractor's and/or Subcontractor's convenience will not be considered, unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
- 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 1 Section "Product Substitutions" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider the Construction Manager's, Contractor's and/or Subcontractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01600

DIVISION 1 – GENERAL REQUIREMENTS
Section 01631 – Product Substitutions

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for handling request for substitutions made after award of the Contract.

1.2 DEFINITIONS

- A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor and/or Subcontractor after award of the Contract are considered requests for “substitutions.” The following are not considered substitutions:

1. Substitutions requested during the bidding period and accepted prior to award of Contracts.
2. Revisions to Contract Documents requested by the Owner and/or Architect.
3. Specified options of products and/or construction methods included in the Contract Documents.
4. Compliance with governing regulations and/or orders issued by governing authorities.

1.3 SUBMITTALS

- A. Requests for substitution will be considered if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.

1. Submit five (5) copies minimum of each request for substitution in the form and in accordance with procedures for Change Order proposals.
2. Identify the product or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Document compliance with requirements for substitutions, and the following information, as appropriate:
 - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - b. Sample where applicable or requested.
 - c. A comparison of significant qualities of the proposed substitution with those specified.
 - d. A list of changes or modifications needed to other parts of the Work and to construction performed by the Contractor and separate Subcontractors that will be necessary to accommodate the proposed substitution.
 - e. A statement indicating the substitution’s effect on the Contractor’s Construction Schedule compared to the Schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. Certification that the substitution is equal-to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include the Contractor’s and/or Subcontractor’s

waiver of rights to additional payment or time that may be necessary because of the substitution's failure to perform adequately.

3. Architect's Action: Within two (2) weeks of receipt of the request for substitution, the Architect may request additional information necessary for evaluation. Within two (2) weeks of receipt of the request, or one (1) week of receipt of additional information, whichever is later, the Architect will notify the Contractor of acceptance or rejection. If a decision on use of a substitute cannot be made within the time allocated, use the product specified. Acceptance will be in the form of a Change Order.

PART 2 – PRODUCTS

2.1 SUBSTITUTIONS

- A. The Contractor's and/or Subcontractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.
 1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate contractors, and similar considerations.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor and/or Subcontractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor and/or Subcontractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor and/or Subcontractor certifies that the proposed substitution provide the required warranty.

- B. The Contractor's and/or Subcontractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01631

DIVISION 1 – GENERAL REQUIREMENTS

Section 01700 – Project Closeout

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Refer to Division 1 Section "Applications for Payment" for requirements for Applications for Payment for Substantial and Final Completion.
- C. Refer to Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- D. Refer to Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- E. Refer to Division 1 Section "Demonstration and Training" for requirements for instructing Owner's personnel.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining Date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.

10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion after inspection or will notify the Contractor of items, either on the Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining Date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Applications for Payment"
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify the Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three (3) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by the Contractor and/or Subcontractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than Date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of the Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 – EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - r. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01700

DIVISION 1 – GENERAL REQUIREMENTS

Section 01730 – Execution

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Refer to Division 1 Section "Project Closeout" for submitting Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services. Contact JULIE Illinois One-Call System at 1-800-892-0123 to locate all underground utilities prior to starting construction.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning Work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, water-service piping, and underground electrical services.

- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility, Owner, and Architect that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Re-check measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings in relation to the existing construction.
- B. General Requirements:
 - 1. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 2. Inform installers of lines and levels to which they must comply.
 - 3. Check the location, level and plumb, of every major element as the Work progresses.
 - 4. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
- C. Building Lines and Levels: Locate and lay out control lines and levels for all building elements, including those required for mechanical and electrical work.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Make the log available for reference by Architect.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
 - C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 - D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
 - E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
 - F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
 - G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
 - H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 - J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01730

DIVISION 1 – GENERAL REQUIREMENTS
Section 01782 – Operation and Maintenance Data

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Emergency manuals.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Maintenance manuals for the care and maintenance of products, materials, finishes, systems, and equipment.

1.2 SUBMITTALS

- A. Manual: Submit three (3) copies of each manual in final form at least twenty-one (21) days before final inspection. Architect will return copy with comments within twenty-one (21) days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit three (3) copies of each corrected manual within fourteen (14) days of receipt of Architect's comments.

PART 2 – PRODUCTS

2.1 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one (1) system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire, flood, gas leak, water leak, power failure, water outage, equipment failure, and chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.

5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
 - D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
 - E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:
- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures:
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Where applicable, include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 – EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble three (3) complete sets of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble three (3) complete sets of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble three (3) complete sets of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Provide three (3) complete sets where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Provide three (3) complete sets. Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.

- F. Comply with Division 1 Section "Project Closeout" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01782

DIVISION 1 – GENERAL REQUIREMENTS
Section 01783 – Project Record Documents

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Refer to Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. Refer to all Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit three (3) sets of marked-up Record Prints.
- B. Record Specifications: Submit three (3) copies of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit three (3) copies of each Product Data submittal.

PART 2 – PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain three (3) sets of black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.
- C. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with the Architect and the Owner. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to the Architect through the Owner for resolution.
 4. The Architect will furnish the Contractor one (1) set of digital data files (PDF) of the Contract Drawings for use in recording information.
- D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and Owner.
 - e. Name of Contractor and/or Subcontractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 – EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one (1) copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 01783

DIVISION 2 – SITE WORK
Section 02050 – Demolition

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Work under this section is subject to requirements of the Contract Documents, including the General Conditions and all sections under Division 1 – General Requirements.
- B. Perform the demolition and removal work as required by conditions, including but not limited to the following:
 - 1. Remove the existing tile and ceiling finish.
 - 2. Properly dispose of all demolished materials.
- C. Where new work connects with existing, perform all necessary cutting, patching and removal of materials as required.

1.2 REGULATORY AGENCIES

- A. The work shall comply with federal, state, and municipal laws governing the conduct of such work.

1.3 QUALIFICATIONS

- A. Provide a qualified person experienced in demolition work who shall be present at all times during the work to direct the demolition and enforce compliance with the Specifications.

1.4 PREPARATION

- A. Submit proposed methods and the program of operations to the Architect for review prior to starting work.
- B. Arrange with utility companies whose services enter the premises to discontinue such services, to remove their equipment, if required and to cut and plug or cap abandoned pipe and conduit. Pay all fees or charges for such work and check carefully to assure that water, gas, and sewer closures are tight and leakproof and that electrical lines are dead.

1.5 JOB CONDITIONS

- A. The Owner assumes no responsibility for the condition of those portions of existing construction to be removed or demolished.
- B. The Owner will maintain normal working hours and routines.
- C. Furniture, fixtures, and equipment required to be removed shall remain the property of the Owner and shall be stored where directed. Except those items to be reused or to be salvaged, or turned over to Owner, all other materials to be removed as a part of the work shall become the property of the Contractor and shall be removed from the site at the Contractor's expense.

1.6 PROTECTION

- A. Provide and maintain during demolition operations approved barricades and dustproof enclosures to separate the working areas from other areas.
- B. In the event that the wrecking operations are carried on above occupied areas, special care shall be exercised for the protection of the occupants and, if necessary, roofing or other weather protection provided.

- C. Protections and enclosures may be removed after each operation.
- D. Where travel by workmen is necessary to any part of the existing building, approved runways and protection shall be provided and all such parts must be kept clean by the Contractor.
- E. Provide protection, barricades, etc. as required by federal, state, and municipal laws.
- F. Debris shall not be allowed to accumulate to a greater depth than the structure can safely carry. Removal operations shall follow the actual demolition operations closely. Under no circumstances shall debris be allowed to block stairways, passages, drives, or walks.
- G. Fire extinguishers shall be kept nearby. Users of such equipment shall be instructed in the proper method of preventing and extinguishing fires.
- H. Existing work that becomes exposed to damage by reason of the work hereunder shall be covered or protected until the permanent installation is completed. Repairs or replacement required in connection with existing work, by reason of the Contractor's and/or Subcontractor's failure to provide such protection, shall be made as directed and approved by the Architect at no additional cost to the Owner.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 DEMOLITION

- A. Exact extent of demolition to be done is not fully indicated by the construction documents. Determine the nature and extent of demolition that will be necessary by comparing the construction documents with the existing construction as it stands. The Contractor and Subcontractor will be allowed to visit the site during the bidding phase.
- B. Do not commence demolition until the program of operations has been coordinated with the Architect and approved by the Owner, except that preparatory work, which will not interfere with occupants of existing buildings, may be started if specifically approved by and coordinated with the Architect.
- D. Operations shall be done in a careful and orderly manner to avoid hazards to persons and property, interference with the use of adjacent areas, and interruption of free passage to and from such areas. Care shall be taken to prevent the spread of dust and flying particles. Accumulation of rubbish will not be permitted.
- E. Do not remove more of existing construction than is necessary. Do not damage, mar, or deface work which is to remain or materials to be reused in work.
- F. After work is started, it shall be continued to completion at a rate that will allow the balance of the work to be completed within the time specified. If extra shifts are necessary beyond regular working hours, the work shall proceed with a minimum of nuisance to surrounding properties. No portions of the structure shall be permitted to fall nor shall any debris be dropped, except by methods which will insure safety and minimize dust, noise, and other nuisances.
- G. Metal track or cleat equipment shall not be operated over existing drives, sidewalks, curbs, and other facilities of the Owner of the premises. Damage to such facilities, caused by the Contractor's and/or Subcontractor's equipment, shall be repaired to the satisfaction of the Owner and at the Contractor's expense.

3.2 SALVAGE

- A. Salvageable items shall be removed from the site as the work progresses. Storage and sale of salvaged items on the site will not be permitted.

3.3 UTILITIES

DEMOLITION

- A. Support, protect, and maintain existing utility lines which are to be maintained.

3.4 CLEAN UP

- A. On completion of the work and before acceptance by the Architect, thoroughly clean the areas affected, including areas outside the limits of the work areas. Remove surplus construction material or debris resulting from the work and dispose of legally off the site.
- B. Access routes to and from the site shall be kept clean of debris resulting from the work.
- C. Burning of rubbish or debris on or near the premises will not be permitted.

END OF SECTION 02050

March 12, 2026

TO: Shorewood-Troy Public Library Board of Trustees

FROM: Jennie Mills, Director

RE: Artificial Intelligence Usage in Work Policy

Library professionals are knowledge workers and information professionals. As such, by our nature, we're going to explore and use Artificial Intelligence (AI) in the course of our work. I use Grammarly myself, routinely, to proofread my professional emails and documents, but would never use it to generate text. Other people's boundary lines are different.

My personal comfort line is this:

- Routine grammar checks by AI are **fine**
- Creation of brochures, etc. by AI is **fine**
- Writing routine documents and letters with AI - **fine**
- Assisting patrons with their own usage of AI at the reference desk is **fine**

+++++

- Writing of grants by AI – **not fine**
- Assessing job candidates by AI – **not fine**
- Assessing the performance of staff by AI – **not fine**
- Assessing your own performance by AI – **not fine**
- Passing off AI as your own self-generated work – **not fine**
- Not checking AI for quality – **Not fine**

I'm willing to discuss these lines with the Board, however, and calibrate according to the Board's own feelings of comfort.

However, we're getting to a place, within our workplace, where some bright lines need to be set. I look forward to the discussion.

Artificial Intelligence (AI) Use Policy (DRAFT February 2026)

The purpose of this policy is to outline the rationale, principles, and guidelines for the use of AI within the Shorewood-Troy Public Library District. This policy ensures that AI is used ethically, responsibly, and in a manner that enhances library services while protecting the privacy and rights of library staff and patrons.

This policy applies to all employees who use AI tools for authorized business purposes. AI tools and applications used by Library employees during their work include chatbots, recommendation systems, data analysis tools, and any other AI-driven technologies.

Guidelines

Not all AI tools are approved for use in the workplace. Continuous monitoring and regular audits of AI systems will be performed to maintain their integrity and effectiveness.

The use of AI may not be suitable for all tasks and work functions. Examples of acceptable use of AI include the following job functions:

- To assist patrons with any AI-related queries or to demonstrate AI technology
- To generate ideas, lists, and recommendations for routine work
- To edit documents for grammar, typos, and clarity
- Image generation and editing

AI-generated work is not a substitution for work that should be created by the employee, in the course of their own workload. Artificial intelligence is not a substitute for human creativity or exploration, or the development of community between our patrons and staff in our Library.

AI is susceptible to producing outputs that deviate from intended results. These deviations, known as AI Hallucinations, can manifest as inaccurate, misleading, or entirely fabricated content. Due to the potential for realistic and convincing hallucinations, critical evaluation of all AI outputs is essential.

Employees must not have an expectation of privacy when using AI in the workplace. The employer retains the right to monitor all employee use of AI tools. Additionally, the following rules and regulations will apply when using AI:

- The employee must log into AI tools with their organization-provided email address.
- The employee must not enter any confidential information (including personal/proprietary information) into an AI Tool.
- Employees must not enter any offensive, discriminatory, or inappropriate content into an AI Tool.
- Employees must closely review any output generated by AI before using it. This must include reviewing that AI has not generated any content in violation of any library policies or copyright law, that no confidential information has been disclosed, and that the information generated is accurate.
- Employees must allow AI to track their prompt history. Prompt history should not be erased or tampered with.
- Employees must not use AI to conduct, engage in, or solicit illegal activities.
- Employees must not use AI alone to make employment decisions. This includes decisions regarding the hiring, discipline, suspension, termination, promotion, demotion or salary increase/decrease of employees. AI must not be used to evaluate or conduct performance reviews, other than a routine grammar check.
- Employees must not input personal information of a co-worker, patron, or vendor into AI.

- Employees must not represent AI work as their own and the District Communication Branding and Style Guide must be followed.
- Employees must use any AI or system in compliance with current laws and regulations relevant to library operations on both a state and federal level.