

FF&E BID SET PROJECT MANUAL

Six Mile Regional Library District Main Branch Renovations

12.03.13



Prepared For:

Six Mile Regional Library District
2001 Delmar Avenue
Granite City, Illinois 62040

Prepared By:

TRIVERS

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Public Notice
ADVERTISEMENT FOR BIDS
Shelving and Custom Desks Furniture
for the Renovation of the Six Mile Regional Library District,
Downtown Library Facility, Granite City, IL, 62040

Project Site

Six Mile Regional Library District
2001 Delmar Avenue
Granite City, IL 62040

Architect

Trivers Associates
100 North Broadway
Suite 1800
St. Louis, MO 63102

Project Description

This project is to provide custom desks and library stack furniture the renovated 17,000+ square-foot multiple story library building. Full details are available in the bid packet.

Bidding

The Six Mile Regional Library District shall receive sealed bids for the SHELVING AND CUSTOM DESKS FURNITURE in triplicate at or before 12:00 p.m., Friday, December 20th, 2013 at the Six Mile Regional Library District. Prior to bid opening date and times, sealed bids may be delivered to:
Temporary Administrative Office
Six Mile Regional Library District
2901 State Street
Granite City, IL 62040

Late bids will be rejected. Bids will be privately opened immediately after close of bids. Successful bidder will be notified of award on or before January 17th, 2014.

Pre-Bid Conference

No pre-bid conference will be held. Project location is an active construction site and unavailable for a pre-bid walk thru.

Bidding Documents

As of Tuesday, December 3rd, 2013 digital .pdf format bidding documents are available on the Six Mile Library website.

Sets of bidding documents may be purchased at:

Commercial Documents
1712 Macklind Avenue
St. Louis, MO 63110
(314) 678-0087

Additional Information

See Project Manual for additional information for bidders, including minimum qualifications for bidders, form of bid, form of contract, plans, and specifications. Each bidder is subject to the conditions provided in the General Information for Bidders. The Six Mile Regional Library District reserves the right to reject any or all bids, to waive irregularities in the bidding, and to award the contract to the lowest responsible bidder. If the contract is awarded, the successful bidder may be required to post performance, labor and material payment bonds. In addition, the successful bidder will be required to comply with all applicable laws including payment of prevailing wages to all contractors and any subcontractors, and compliance with the Illinois Human Rights Act.

DOCUMENT 001100 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: **Six Mile Library – Main Branch; Furniture**
 - 1. Project Location: 2001 Delmar Avenue, Granite City, Illinois 62040
- C. Owner: Six Mile Regional Library District
 - 1. Owner's Representative: Tina Hubert, Director.
- D. Project Designer: Trivers Associates; 100 N. Broadway, Suite 1800, St. Louis, MO 63102
 - 1. Dan Willis, AIA; (314) 241-2900
- E. Project Description: Project consists of custom desks, standardized stack book shelving, and display units with custom end panels. Project installation will immediately follow current ongoing renovation project.
- F. Construction Contract: Work will be conducted under a single contract for a Stipulated Sum.

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: **December 20th, 2013**
 - 2. Bid Time: 12:00 p.m., local time.
 - 3. Location: Six Mile Regional Library District; Temporary Administrative Office; 2901 State Street; Granite City, Illinois 62040
 - a. If delivered by hand, allow sufficient time to go to front/main door of the library's temporary facility (old school building) and use intercom system to be admitted.
- B. Bids will be privately opened immediately after close of bids. Successful bidder will be notified of award on or before January 17th, 2014. Only qualified bids will be accepted.

1.3 PREBID CONFERENCE

- A. No pre-bid conference will be held. Project location is an active construction site and unavailable for a prebid walk thru.

1.4 DOCUMENTS

- A. Procurement and Contracting Documents: Documents will be available on December 3rd after 10:00am via electronic form on the Six Mile Library website.

1.5 TIME OF COMPLETION

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall perform the installation of the work immediately following the date of substantial completion of the Renovation Contract which is anticipated to be May 26th 2014 but subject to change.

1.6 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance required for the Work.
 - 1. Insurance in a form acceptable to Owner will be required of the successful Bidder.
- B. A Performance Bond, or separate Labor and Material Payment Bond will not be required as part of the base bid. See section 012300 Alternates for requirements of alternate pricing related to performance and payment bonds.
- C. Prevailing Wages are in force for this project:
 - 1. Submit a properly executed Certification of Compliance with Prevailing Wage Act with Bid.

END OF INVITATION TO BID

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. DEFINITIONS

1. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
2. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
3. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
4. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
5. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
6. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

B. BIDDER'S REPRESENTATIONS

1. The Bidder by making a Bid represents that:
 - a. The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
 - b. The Bid is made in compliance with the Bidding Documents.
 - c. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

C. BIDDING DOCUMENTS

1. Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. Bidder successfully awarded the contract will have the deposit refunded.
2. Bidding Documents will not be issued directly to Sub-bidders.
3. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
4. The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

D. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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MAIN BRANCH
FURNITURE BIDDING DOCUMENTS**

1. The Bidder shall carefully study and compare the Bidding Documents with each other, and shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.
2. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.
3. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

E. SUBSTITUTIONS

1. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
2. Substitutions prior to receipt of Bids will be considered upon written request for approval sent to the Architect at least seven days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
3. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
4. No substitutions will be considered after the Contract award, unless specifically provided for in the Contract Documents.

F. ADDENDA

1. Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.
2. Addenda will be issued no later than three days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
3. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

1.2 BIDDING PROCEDURES

A. PREPARATION OF BIDS

1. Bids shall be submitted on the forms included with the Bidding Documents.
2. All blanks on the bid form shall be legibly executed in a non-erasable medium.
3. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
4. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
5. Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

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B. PREVAILING WAGE

1. Wage rates under this Contract shall comply with the State of Illinois Department of Labor Prevailing Wage Act for Madison County, current at the time and date Bids are Due. A copy of the applicable IDOL Prevailing Wage rates are hereby included by reference.
2. Submit with Bid, the certificate of compliance included at the end of this section.

C. USE OF ILLINOIS LABOR FOR PUBLIC WORKS PROJECTS (20 ILCS 605/60539: 30 ILCS 570/0.01)

1. The contractor shall provide the Owner and State of Illinois with documentations certifying that at least ninety percent (90%) of the total labor hours performed to complete the project described in Part II were performed by actual residents of the State of Illinois as described in 20 ILCS 605/60539 and 30 ILCS 570/0.01.

D. SUBMISSION OF BIDS

1. All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
2. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
3. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
4. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

E. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
2. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder.
3. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
4. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

F. REJECTION OF BIDS

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

G. ACCEPTANCE OF BID (AWARD)

1. It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.
2. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

H. OWNER'S FINANCIAL CAPABILITY

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1. The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

I. INSURANCE

1. Bidder will show proof of general liability coverage by submitting a signed ACORD proof of insurance certificate, or similar form indicating the required coverage type and limits, certified and signed by the Bidder's surety and acceptable to the Owner.
2. Insurance limits and coverage are indicated in "Supplementary Conditions."

J. SUBMITTALS

1. The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:
 - a. Designation of the Work to be performed with the Bidder's own forces;
 - b. Names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
 - c. Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
 - d. Proof of insurance capability for the amounts and coverage stipulated.
2. The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. In the event of either withdrawal or disqualification, bid security will not be forfeited.
3. Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

K. PERFORMANCE BOND AND PAYMENT BOND

1. See specification section 012300 ALTERNATES.

END OF DOCUMENT 002113

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Six Mile Library – Main Branch; Furniture
- C. Project Location: 2001 Delmar Avenue, Granite City, Illinois 62040
- D. Owner: Six Mile Regional Library District
- E. Architect: Trivers Associates

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by TRIVERS ASSOCIATES, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. _____ Dollars (\$_____).

1.3 ALTERNATE BIDS

- A. For each of the following alternates, the undersigned agrees to perform all work as described in the Contract Documents for the Lump Sum amount of:
 - 1. Alternate 1 Payment and Performance Bonding-
Provide a payment and performance bond for full contract amount.
___Add ___Deduct \$_____

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
1. _____.
 2. _____.
 3. _____.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Owner, and shall fully complete the Work within the time period and duration specified.
- (check)** The Bidder hereby acknowledges that they have read and agree to the installation days and hours indicated in the Contract Documents.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated _____.
 2. Addendum No. 2, dated _____.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Illinois, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

DOCUMENT CONTINUES ON NEXT SHEET

1.8 SUBMISSION OF BID

Respectfully submitted this ____ day of _____, 2013.

Submitted By: _____
(Name of bidding firm or corporation)

Authorized Signature: _____
(Handwritten signature)

Signed By: _____
(Type or print name)

Title: _____
(Owner/Partner/President/Vice President)

Witness By: _____
(Handwritten signature)

Attest: _____
(Handwritten signature)

By: _____
(Type or print name)

Title: _____
(Corporate Secretary or Assistant Secretary)

Street Address: _____

City, State, Zip _____

Phone: _____

License No.: _____

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

BID FORM - ATTACHMENT A

CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the Six Mile Regional Library District, of Madison County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, Illinois Compiled Statutes, 1987, Chapter 820, par. 130/31, et. seq, and as amended by Public Acts 86-799 and 86-693, with rates to be paid in effect at time work is performed. Contractors shall submit monthly certified payroll records to the city.

Name of Contractor

By:

State of _____), ss. County of
_____) Subscribed and sworn
to before me this _____ day
of _____

Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER Insurnce Agent/Broker Name Insurnce Agent/Broker Street Address or P.O. Box Insurnce Agent/Broker City, State & Zip Code Contact & Phone Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code	INSURER A: Name of Insurance Company	Enter NAIC#
	INSURER B: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER C: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER D: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$N/A
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
							\$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/>	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$1,000,000
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$Enter Limit
						AGGREGATE	\$Enter Limit
							\$
							\$
A	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DRAFT AIA[®] Document A151[™] - 2007

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum

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

BETWEEN the Owner:
(Name, legal status, address and other information)

«Six Mile Regional Library District»« »
«2001 Delmar Avenue
Granite City, Illinois 62040 »
« »
« »

and the Vendor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

Six Mile Regional Library District»« »
«2001 Delmar Avenue
Granite City, Illinois 62040 « »

The Architect:
(Name, legal status, address and other information)

«Trivers Associates»« »
«100 North Broadway
St. Louis, MO 63102»
«Telephone Number: 314-241-2900»
« »

The Owner and Vendor 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.

AIA Document A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Vendor shall fully execute the Work described in the Contract Documents.

§ 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

§ 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

§ 2.2 The Vendor shall complete the Work not later than the following date: « »
(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)

Portion of Work	Substantial Completion date

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

§ 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)

« »

§ 4.2 PROGRESS PAYMENTS

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.

§ 5.2 The General Conditions are AIA Document A251™–2007, *General Conditions of the Contract for Furniture, Furnishings and Equipment*.

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated « » , and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

« »

Section	Title	Pages

§ 5.4 The Drawings are enumerated as follows:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ 5.5 Addenda, if any, are enumerated as follows:
(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

« »

Number	Date	Pages

§ 5.6 Other Contract Documents are as follows:
(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

« »

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

§ 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.

§ 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A251–2007.
(List any required limits for insurance.)

Type of insurance

[Redacted]

Limit of liability (\$0.00)

[Redacted]

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

OWNER (Signature)

«Tina Hubert»«, Director»

(Printed name and title)

VENDOR (Signature)

« »« »

(Printed name and title)



DRAFT AIA® Document A251™ – 2007

General Conditions of the Contract for Furniture, Furnishings and Equipment

for the following PROJECT:

(Name, location, and brief description)

Six Mile Regional Library District Main Branch ; Furniture
2001 Delmar Avenue
Granite City, Illinois 62040 »

THE OWNER:

(Name, legal status, address and other information)

Six Mile Regional Library District
2001 Delmar Avenue
Granite City, Illinois 62040
Telephone Number: 618-452-6238

THE ARCHITECT:

(Name, legal status, address and other information)

Trivers Associates
100 North Broadway
St. Louis, MO 63102
Telephone Number: 314-241-2900

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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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14 MISCELLANEOUS PROVISIONS

15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Vendor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the request for quotation or the Vendor's quotation.

§ 1.1.2 Modification. A Modification is (1) a written amendment to the Contract signed by both parties or (2) a written order for a minor change in the Work issued by the Architect.

§ 1.1.3 The Contract. The Contract Documents form the Contract for Furniture, Furnishings and Equipment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Vendor; (2) between the Owner and a sub-vendor; (3) between the Owner and the Architect or the Architect's consultants; or (4) between any persons or entities other than the Owner and the Vendor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.4 The Work. The term "Work" means the fabrication, shipping, warehousing, delivery, installation and all other labor, materials and activities required of the Vendor. The Work may constitute the whole or a part of the Project with regard to the furniture, furnishings and equipment required by the Contract Documents.

§ 1.1.5 The Project. The Project is the total construction and installation of which the Work performed under the Contract may be the whole or a part. Other vendors and contractors under separate agreements with the Owner may concurrently perform construction or other activities for the Project.

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

§ 1.1.7 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for furniture, furnishings, equipment, systems, quality and workmanship standards for the Work.

§ 1.1.8 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Vendor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or furniture, furnishings and equipment industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in the document or (3) the titles of other documents published by the American Institute of Architects.

§ 1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.3.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Vendor, sub-vendors and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.3.2 The Vendor, sub-vendors and suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.4 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 9.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may utilize in the performance of the Work;
- .2 access to the premises for the Vendor at reasonable times;
- .3 suitable space for receipt, inspection, acceptance and staging of materials, furniture, furnishings and equipment;
- .4 temporary utilities and facilities on the premises and vertical transportation necessary for progress and execution of the Work; and
- .5 security normal for the Project premises.

§ 2.2.2 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 3 VENDOR

§ 3.1 GENERAL

§ 3.1.1 The Vendor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Vendor" means the Vendor or the Vendor's authorized representative.

§ 3.1.2 The Vendor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Vendor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections or approvals required or performed by persons or entities other than the Vendor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND INSPECTION OF PROJECT PREMISES BY VENDOR

§ 3.2.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises or, if the Project premises have not yet been constructed, has reviewed the documents pertaining thereto; has become familiar with local conditions under which the Work is to be performed and information relative to access to and use of the Project premises, as provided by the Owner under Section 2.2; and has correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Vendor shall, before starting each portion of the Work, (1) carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.1; (2) take field measurements of any existing conditions related to that portion of the Work; and (3) observe any conditions of the access route or on the Project premises affecting the Work. These obligations are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, the Vendor shall report promptly to the Architect any errors, inconsistencies or omissions discovered or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review of the Contract Documents is made in the Vendor's capacity as a Vendor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall report promptly to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 3.2.4 In addition to the Vendor's representations under Section 3.2.1, the Vendor shall, prior to shipment, delivery and installation, visit and inspect the Project premises in order to confirm the conditions under which the Work is to be performed; verify the stage of completion of the premises and the Project; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by the Owner and the condition of the premises and separate vendors; and correlate these observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner conditions observed during such inspection or thereafter that would impede the Vendor's performance of the Work.

§ 3.2.5 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 3.2.2, 3.2.3 and 3.2.4, the Vendor shall make Claims as provided in Article 15. If the Vendor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.4, the Vendor shall pay such costs and damages to the Owner as would have been avoided if the Vendor had performed such obligations.

§ 3.3 SUPERVISION OF THE WORK

§ 3.3.1 The Vendor shall supervise and direct the Work, using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of fabrication, shipment, delivery and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 3.3.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors and their agents and employees, and other persons or entities performing or providing portions of the Work to, for or on behalf of, the Vendor or any of its sub-vendors.

§ 3.3.3 The Vendor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

§ 3.4.2 The Vendor shall not make substitutions until after evaluation by the Architect and approval by the Owner.

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

§ 3.5 TAXES

The Vendor shall pay all required sales, consumer, use and similar taxes for the Work provided by the Vendor.

§ 3.6 PERMITS, FEES NOTICES, AND COMPLIANCE WITH LAWS

§ 3.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required as of that date.

§ 3.6.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.6.3 If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7 SUPERINTENDENT

The Vendor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project premises during performance of the Work. The superintendent shall represent the Vendor, and communications given to the superintendent shall be as binding as if given to the Vendor.

§ 3.8 VENDOR'S SCHEDULES

§ 3.8.1 The Vendor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Vendor's progress schedule for the Work. The schedule shall not exceed time limits established in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the Project and related Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.8.2 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work, within the Contract Time, including dates for order placement, fabrication, shipping, delivery and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, fabrics and other materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 3.8.3 The Vendor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall 1) be coordinated with the Vendor's progress schedule, and 2) allow the Architect reasonable time to review submittals. If the Vendor fails to submit a submittal schedule, the Vendor shall not be entitled to any increase in Contract Sum or extension of contract completion time based on the time required for review of submittals.

§ 3.8.4 The Vendor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.8.5 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of separate Vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 3.9 DOCUMENTS FOR THE OWNER'S RECORDS

The Vendor shall maintain for the Owner one copy of the Drawings, Specifications, Addenda and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Work, and one copy of approved Shop Drawings, Product Data and similar required submittals. These shall be available to the Architect and shall be delivered to the Owner upon completion of the Work as a record of the Work installed.

§ 3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Vendor or a sub-vendor to illustrate some portion of the Work.

§ 3.10.2 Product Data are manufacturer's illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Vendor to illustrate materials or equipment for some portion of the Work.

§ 3.10.3 Shop Drawings, Product Data and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Vendor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. The Architect may return without action submittals that are not required by the Contract Documents.

§ 3.10.4 The Vendor shall review for compliance with the Contract Documents, and approve and submit to the Architect, Shop Drawings, Product Data and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submitted schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate vendors.

§ 3.10.5 By submitting Shop Drawings, Product Data and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them, and (2) determined and verified materials, field measurements and field installation criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.10.6 The Vendor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data or similar submittals until the respective submittal has been approved by the Architect.

§ 3.10.7 The Work shall be in accordance with approved submittals, except that the Vendor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or similar submittals unless the Vendor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work or (2) a Modification to the Contract has been approved authorizing the deviation. The Vendor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data or similar submittals by the Architect's approval.

§ 3.10.8 The Vendor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.10.9 Samples, once approved, constitute an express warranty that the goods will conform to the sample.

§ 3.10.10 When professional certification of performance criteria for furniture, furnishings and equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

§ 3.11 CLEANING UP

§ 3.11.1 The Vendor shall keep the premises and surrounding area free from accumulation of waste materials and other debris created by operations under the Contract. At completion of the Work, the Vendor shall remove waste

materials and other debris created by the Vendor's activities, the Vendor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.11.2 If the Vendor fails to clean up as provided in the Contract Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Vendor for the cost thereof.

§ 3.12 INDEMNIFICATION

§ 3.12.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.12.

§ 3.12.2 In claims against any person or entity indemnified under this Section 3.12 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a sub-vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 TITLE AND RISK OF LOSS

§ 4.1 Title to all furniture, furnishings and equipment shall be transferred to the Owner upon acceptance by the Owner pursuant to Section 6.2 or upon payment in full to the Vendor, whichever occurs first.

§ 4.2 The risk of loss, with respect to all furniture, furnishings and equipment provided by the Vendor, shall remain on the Vendor until acceptance by the Owner pursuant to Section 6.2 of the furniture, furnishings and equipment, or designated portion thereof.

§ 4.3 The Owner shall be under no obligation to insure furniture, furnishings or equipment that does not conform to the Contract Documents or that the Owner has rejected. Under such circumstances, the risk of loss shall remain with the Vendor.

ARTICLE 5 DELIVERY AND INSTALLATION

§ 5.1 The Vendor shall make delivery of all furniture, furnishings and equipment in accordance with the Vendor's progress schedule or at a time agreed upon by the Owner and Architect.

§ 5.2 The Vendor shall become fully informed of the conditions relating to delivery, installation and labor under which the Vendor's Work will be performed. The Vendor shall employ the labor, and means and methods of carrying out the Vendor's Work as the conditions require.

§ 5.3 Delivery and installation of all furniture, furnishings and equipment shall be made to the location of the Project, as specified in the Contract Documents. Installation of furniture, furnishings and equipment shall include testing as required by the Contract Documents.

§ 5.4 The Vendor shall consult with the Owner to identify a route to be used within the Project premises from the point of initial delivery at the Project premises to the place of final placement or installation. After its selection, the route shall be made available to the Vendor for delivery of furniture, furnishings and equipment as provided in Section 5.1 and Section 5.2.

§ 5.5 The Vendor shall, within a reasonable time prior to delivery, provide the Owner with schedules for access and arrange for the use of elevators and unloading facilities.

§ 5.6 When the Vendor considers installation of all or a designated portion of the furniture, furnishings or equipment required by the Contract Documents to be complete, the Vendor shall advise the Owner and Architect in writing.

ARTICLE 6 ACCEPTANCE

§ 6.1 Prior to the tender of delivery by the Vendor, the Owner may conduct a preliminary inspection of the furniture, furnishings and equipment upon delivery for the purpose of verifying the delivery of such furniture, furnishings or equipment, including quantities. Such preliminary inspections shall not constitute acceptance of, taking charge over or control of such furniture, furnishings or equipment. Any defects, damage, deficiencies or nonconformity discovered by the Owner shall be reported to the Vendor.

§ 6.2 Upon completion of installation pursuant to Section 5.6, the Owner, with the assistance of the Architect, shall conduct an acceptance inspection. If the Owner determines that the furniture, furnishings and equipment comply with the requirements of the Contract Documents, the Owner shall notify the Vendor that the furniture, furnishings and equipment have been accepted. If the Owner determines that all or any portion of the furniture, furnishings or equipment do not conform to the requirements of the Contract Documents, the Owner shall reject such nonconforming portion by notifying the Vendor in writing of such rejection.

§ 6.3 If the Owner rejects all or any portion of the delivery, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days after the date of the inspection performed pursuant to Section 6.2. The notice shall include the specific basis for the Owner's rejection.

§ 6.4 If the Owner rejects all or any portion of the delivery, the Owner shall hold the rejected portion for a reasonable time to permit the Vendor to remove it from the Project premises.

§ 6.5 Upon rejection by the Owner, the Vendor shall have 30 days to provide acceptable evidence of arrangements to remedy the basis for rejection. If the Vendor remedies the basis for rejection, the Vendor shall notify the Owner in writing. The Owner shall have an additional period of time to conduct an acceptance inspection of the previously rejected furniture, furnishings or equipment. If the Owner agrees to accept the furniture, furnishings or equipment, the Owner shall so notify the Vendor in writing. If the Owner rejects the tender of such furniture, furnishings or equipment, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days. Such notice shall include the specific basis for rejection. Upon rejection, the Vendor shall remove the rejected furniture, furnishings or equipment from the Project premises.

§ 6.6 If furniture, furnishings or equipment that have been previously accepted are found not to comply with the requirements of the Contract Documents, the Owner shall be entitled to revoke acceptance so long as the Vendor does not suffer actual prejudice by virtue of the Owner's prior acceptance of such furniture, furnishings or equipment. Such revocation of acceptance shall be made by giving prompt notice to the Vendor. In such event, the Vendor shall proceed in accordance with Section 6.5.

§ 6.7 The provisions of this Article 6 do not preclude recovery of damages as provided by law.

ARTICLE 7 WARRANTIES

§ 7.1 The Vendor expressly warrants to the Owner and Architect that the Work complies with the requirements of the Contract Documents. The Vendor further warrants that the Owner shall receive the benefit of standard manufacturer's warranties and guarantees applicable to the Work.

§ 7.2 The Vendor provides to the Owner and Architect all warranties relating to the furniture, furnishings and equipment implied by law, including but not limited to the warranty of merchantability.

§ 7.3 The Vendor acknowledges that no exclusion of or limitation on warranties contained in any proposal, product literature or other submittal shall affect the warranties provided pursuant to Sections 7.1 and 7.2.

ARTICLE 8 PAYMENT

§ 8.1 Before the first application for payment, the Vendor shall submit to the Owner a quotation schedule showing the values allocated to each quotation for portions of the Work. The Vendor's quotation schedule shall be accompanied by a certified statement from the Vendor prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, when approved by the Owner, shall be submitted with each application for payment and shall be used as a basis for reviewing the Vendor's applications for payment.

§ 8.2 When payment is due pursuant to the payment terms of the Agreement, the Vendor shall submit to the Owner an itemized application for payment. Such application shall be notarized, if required by the Contract Documents, and supported by such data substantiating the Vendor's right to payment as the Owner may require, such as copies of bills of lading or requisitions from sub-vendors and equipment suppliers.

ARTICLE 9 ARCHITECT

§ 9.1 GENERAL

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 9.2 ADMINISTRATION OF THE CONTRACT

§ 9.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during performance of the Work until final payment is due. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 9.2.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with such schedules.

§ 9.2.3 The Architect will visit the Project premises at intervals appropriate to the stage of the Vendor's operations, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed; and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, and sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, since these are solely the Vendor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 9.2.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Vendor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over, charge of, or responsibility for acts or omissions of the Vendor, sub-vendors, their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.2.5 The Architect has authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the completion time, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Vendor. The Vendor shall carry out such written orders promptly.

§ 9.2.6 Unless otherwise provided, the Architect's authority shall not extend to the receipt, inspection or acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the Project premises and subsequent installation. The Architect is not authorized to reject nonconforming Work, stop the Work or terminate the Contract.

§ 9.2.7 The Architect may recommend to the Owner rejection of Work that does not conform to the Contract Documents. A recommendation by the Architect made in good faith shall not give rise to a duty or responsibility of the Architect to the Owner, Vendor, sub-vendors, their agents or employees, or other persons or entities performing portions of the Work.

ARTICLE 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 10.1 OWNER'S RIGHT TO PERFORM RELATED ACTIVITIES AND TO AWARD SEPARATE CONTRACTS

§ 10.1.1 The Owner reserves the right to perform activities related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other activities at the Project premises. If the Vendor claims that such action by the Owner involves delay or additional cost, the Vendor shall make such Claim as provided in Article 15.

§ 10.1.2 When separate contracts are awarded for different portions of the Project or other activities at the Project premises, the term "Vendor" in the Contract Documents in each case shall mean the vendor who executes each separate Owner-Vendor Agreement.

§ 10.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate vendor with the Work of the Vendor, who shall cooperate with them. The Vendor shall participate with other separate vendors and the Owner in reviewing their progress schedules. The Vendor shall make any revisions to the progress schedule deemed necessary after a joint review and mutual agreement. The progress schedules shall then constitute the schedules to be used by the Vendor, separate vendors and the Owner until subsequently revised.

§ 10.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs activities related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Vendor under the Contract, including, without excluding others, those stated in this Article 10, and in Article 3, Article 12 and Article 13 herein.

§ 10.2 MUTUAL RESPONSIBILITY

§ 10.2.1 The Vendor shall afford the Owner and separate vendors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Vendor's activities with theirs as required by the Contract Documents.

§ 10.2.2 If part of the Vendor's Work depends for proper execution or results upon activities by the Owner or a separate vendor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects resulting from their activities that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report discrepancies or defects reasonably discoverable, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 10.2.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor because of the Vendor's delays, improperly timed activities or other damage to the Work of a separate vendor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities or damage to the Work caused by a separate vendor.

§ 10.2.4 The Vendor shall promptly remedy damage it wrongfully causes to property of the Owner or separate vendors as provided in Section 12.2.4.

§ 10.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Vendor, separate vendors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and, with the Architect's assistance, allocate the cost among those responsible.

ARTICLE 11 TIME

§ 11.1 DEFINITION OF DAY

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 11.2 PROGRESS AND COMPLETION

§ 11.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Vendor confirms that the completion date stated in the Contract Documents provides a reasonable period for performing the Work.

§ 11.2.2 The Vendor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project premises prior to the effective date of insurance required by Article 13 to be

furnished by the Vendor and the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 11.2.3 The Vendor shall proceed expeditiously with adequate forces and shall achieve completion by the mutually agreed upon completion date.

§ 11.3 DELAYS AND EXTENSIONS OF TIME

§ 11.3.1 If the Vendor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes which the Architect determines may justify delay, the completion date shall be extended by mutual agreement between the Owner and the Vendor.

§ 11.3.2 CONFORMANCE TO AGREED-UPON SCHEDULES

§ 11.3.2.1 The Owner shall cooperate and coordinate its activities with the agreed-upon critical dates identified in the Vendor's progress schedule provided under Section 3.8.2.

§ 11.3.2.2 The Owner shall be responsible for costs the Vendor incurs, such as demurrage, warehousing, and storage or delivery charges, that are due to the Owner's failure to conform to the mutually agreed-upon progress schedule for the Work; to the Owner's failure, without justification, to accept delivery or final installation of furniture, furnishings and equipment; or to any other delays for which the Owner is responsible.

§ 11.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 11.3.4 This Section 11.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 SAFETY PRECAUTIONS AND PROGRAMS

The Vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 12.2 SAFETY OF PERSONS AND PROTECTION OF PROPERTY

§ 12.2.1 The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto, including property of the Owner, separate vendors or other persons, whether or not completed or installed.

§ 12.2.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 12.2.3 When use or storage of flammable, volatile or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Vendor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 12.2.4 The Vendor shall promptly remedy damage and loss to property, other than damage to the Work, caused in whole or in part by the Vendor or anyone directly or indirectly employed by the Vendor, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor.

ARTICLE 13 INSURANCE

§ 13.1 VENDOR'S LIABILITY INSURANCE

§ 13.1.1 The Vendor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Vendor from claims set forth below which may arise out of or result from the Vendor's operations and completed operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor, by a sub-vendor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to, or destruction of, tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Vendor's obligations under Section 3.12.1; and
- .9 Claims for products liability and completed-operations insurance.

§ 13.1.2 The insurance required by Section 13.1.1 shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and with respect to the Contractor's completed operations coverage, until the expiration of the period specified in the Contract Documents.

§ 13.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Section 13.1.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage including coverage for completed operations shall be submitted with the final application for payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 13.1.2. The Vendor shall provide information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, with reasonable promptness.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 GOVERNING LAW

This Agreement shall be considered to be for sale of goods and shall be governed by the Uniform Commercial Code (UCC) as adopted in the place where the Project is located. The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.6.

§ 14.2 SUCCESSORS AND ASSIGNS

The Owner and Vendor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Vendor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.1 Notice of Claims. Claims by either party must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.2 Continuing Contract Performance. Pending final resolution of a Claim, the Vendor shall proceed diligently with performance of the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.3 Claims for Consequential Damages. The Vendor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work. Nothing contained in this Section 15.1.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect. An initial recommendation in writing by the Architect, followed by negotiation of the parties, shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Vendor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been made by the Architect.

§ 15.3 MEDIATION

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Section 15.1.3, shall, after recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a demand for arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 Any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity

administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written consent.

§ 15.4.4.3 The Owner and Vendor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Vendor under this Agreement.

DOCUMENT 005414 - SUPPLEMENTARY GENERAL CONDITIONS

1.1 SUPPLEMENTARY CONDITIONS, GENERAL

- A. The following supplements modify Section 004113, "AIA A251 General Conditions of the Contract for Furniture, Furnishings, and Equipment." Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, unaltered portions of the General Conditions shall remain in effect.

1.2 ARTICLE 1.1. BASIC DEFINITIONS

- A. 1.1.1. Add the following:
 - 1. "1.1.1.1 For the purposes of this Contract, hereafter the terms "Vendor" and "Contractor" will be synonymous."
 - 2. "1.1.1.2 The terms 'Project Designer' and 'Architect' are equivalent terms with respect to authority granted by the terms of this Contract in the performance and enforcement of its obligations."
- B. 1.1.2 Add the following:
 - 1. "... and executed in a Change Order form acceptable to the Owner and Architect or otherwise provided by the terms of this Contract.
- C. 1.1.4 Add the following:
 - 1. 1.1.4.1 "The Work includes all incidental work indicated in the Contract Documents that facilitate the delivery, installation, and protection of the Work."

1.3 ARTICLE 2 – OWNER

- A. 2.2.2 Add the following:
 - 1. "2.2.2.1 'Reasonable promptness' shall not be construed to mean performance required of the Owner to meet a defined schedule under the terms of this Contract that are delayed by conditions or forces outside the Owner's control, including Contractor's delays."

1.4 ARTICLE 3 – VENDOR

- A. 3.1.1 Add the following:
 - 1. 3.1.1.1 "The Vendor, as signatory to the Agreement, assumes all obligations under this Contract and may not be relieved of fulfilling all the terms of the Contract Documents performed by parties acting as the Vendor's sub-Vendors, Manufacturers / Distributors, or Suppliers, their representatives or employees."
- B. 3.2.4 Add the following:

1. 3.2.4.1 "The Vendor shall make themselves aware of, and comply with local and State regulations for the handling and lawful disposal of all construction waste generated by the Work, including transportation to and from the Project Site."

1.5 ARTICLE 3.4 – LABOR AND MATERIALS

- A. 3.4.2 Revised to include the following:
 1. Delete [.] and add "...., and complying with the conditions applicable to substitution requests."

1.6 ARTICLE 3.5 – TAXES

- A. The Owner is tax exempt with regard to sales tax on purchases of materials. Owner will provide tax exempt number upon request.

1.7 ARTICLE 13 - INSURANCE

- A. Add the following:
- B. All Contractors, and Manufacturer / Distributors or Suppliers acting as prime Contractor for the Work, are required to carry and evidence insurance coverage in accordance with a standard ACORD Certificate of Insurance with the specified minimum limits applicable.

1. Minimum Insurance Requirements and Limits:

<i>Coverage</i>	<i>Limits</i>
Automobile Liability	\$1,000,000 per Occurrence
Commercial General Liability	\$1,000,000 per Occurrence
	\$3,000,000 General Aggregate

2. All Commercial General Liability Policies must include Blanket Contractual coverage and Broad Form Vendors Liability Coverage.

<i>Coverage</i>	<i>Limits</i>
Worker's Compensation	\$1,000,000 per Accident
Umbrella (Excess) Liability	\$1,000,000 Limit

3. Cancellation or Alteration
 - a. The policies of insurance required by this exhibit shall provide that they cannot be altered or cancelled in any way changing coverage except after 30 days prior written notice by certified mail to the Owner.
4. Workers Compensation and General Liability Waiver of Subrogation in favor of the Six Mile Regional Library District.

- C. Insurance Certificates:

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1. Must be submitted ten (10) days prior to commencement of any Work. No work can be performed without proper filing of certificates with the Owner. Failure to submit insurance certificates shall not be allowed as cause for Contractor claims of delay in ordering, delivery, or installing the Work.
2. Additional Insured: The "Six Mile Regional Library District" shall be named as additional insured on the Certificate, with words including "and any trustee, official, director, officer, or employee of the Six Mile Regional Library District as additional insured for the Commercial General Liability as respects to any and all projects for any work performed. This coverage shall be primary and noncontributory. SMRLD will be added as a certificate holder."

D. Minimum Insurance Carrier Qualifications

1. All Contractors, Manufacturer Distributors, and Suppliers insurance carriers must comply with a minimum A.M. Best rating of A-VI for all insurance carriers.

1.8 ARTICLE 15 – CLAIMS AND DISPUTES

A. 15.1.1 Revised as follows:

1. "within 21 days" shall be replaced with "15 days or 3 days prior to Substantial Completion, whichever is earlier, after the occurrence of the event....."
2. Add the following:
 - a. "15.1.1.2 No claims for adjustment to the contract amount will be considered by the Vendor upon Vendor's acceptance of Final Payment."
 - b. 15.1.1.3 Final Payment does not preclude or restrict the Owner from making additional claims under the terms of the Agreement."

END OF DOCUMENT 005414

SECTION 011000 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including any General and Supplementary Conditions apply to this Section.
 - 1. Bidding Requirements and Special Conditions

1.2 SUMMARY OF THE WORK

- A. The Work consists of the following:
 - 1. Project Name: Six Mile Library – Main Branch; Furniture
 - 2. Project Location: 2001 Delmar Avenue, Granite City, Illinois 62040
- B. The scope of work includes, but is not limited to the following:
 - 1. Custom circulation desk and two reference desks.
 - 2. Standardized library book shelving with custom end panels and canopies.
 - 3. Installation of all desk and shelving units.

1.3 PROJECT CONTACTS

- A. Architect / Interior Designer: Trivers Associates, 100 N. Broadway, Suite 1800; St. Louis, MO 63102.
 - 1. Project Designer: Dan Willis, AIA 314-241-2900
- B. Owner's Representative: Tina Hubert, Director. 618-452-6238 (phone)
 - 1. Owner's On-Site supervisor: Tallin Curran. 618-452-6238 (phone)

1.4 TYPE OF CONTRACT

- A. Work will be conducted under a single contract for a Stipulated Sum.
- B. Project is partially funded by the State of Illinois Library Grant and will require use of 90% Illinois Workforce as required by 20 ILCS 605/60539 and 30 ILCS 570/0.01.

1.5 CONCURRENT WORK

- A. Concurrent Work: Owner may be conducting concurrent work in adjacent areas of the building.

1.6 USE OF PREMISES

- A. General: Contractor shall have use of the construction area as limited by staging and phasing, and as designated in the Drawings, except as noted:
 - 1. Owner Occupancy: Allow for Owner occupancy of adjacent Work Areas.
 - 2. Maintain utilities to occupied portions of the work.
 - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Parking lots may be used for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.

1.7 PROJECT CONDITIONS

- A. Take site photographs or video sufficiently to record conditions prior to the start of Work. Note exterior conditions where future staging and traffic paths may occur, including hardscape and landscaped areas. Submit copies to the Owner as a record of existing conditions.
- B. Contractor shall protect the Owner's parking area and adjacent landscaping from damage due to construction activities.
 - 1. Patch and repair asphalt and concrete pavements, including recoating or resurfacing to restore the Owner's exterior paving and walkways to original conditions.
 - 2. Where damaged, restore planting areas to original condition, including repairing finished grade and reseeding or sodding to restore turf. Replace any damaged plantings with same species and size.

1.8 SITE SECURITY AND PROTECTION

- A. Owner's staff will provide entry at locked entrances and private areas at the start of each work period.
- B. Contractor will NOT be issued keys to entrances or private space. Entry to building and all other spaces will require prior coordination with Owner's staff.
- C. All exterior doors are to remain locked during construction and will remain closed when not temporarily opened to construction traffic. Door hardware allow unrestricted egress from the interior side.
- D. Owner's staff will remain on call and within 30 minutes travel time of the project site during normal operating hours. Contact numbers are as follows:
 - 1. Main contact Tallin Curran (SMRLD staff): 618-307-6583
 - 2. Backup contact: Patrick Carney (SMRLD staff): (618) 877-3354.
- E. Contractor may use existing fire protection devices on site, but should not rely on existing equipment for all temporary fire protection.

1.9 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business hours from 8:00am to 5:00pm Monday thru Friday, unless otherwise noted. The Work Areas and access times will need to be coordinated with the renovation project.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than 14 days in advance of proposed utility interruptions.

1.10 CONTRACT MODIFICATIONS

- A. Architect will issue Instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."
- B. When necessary, Architect, Owner's Representative, or the Contractor may issue a detailed description of proposed changes in the Work on AIA form G709 or similar form, that may require adjustment to the Contract Sum or the Contract Time. Contractor-initiated requests to include reasons for requiring a change in the work. The description will include supplemental or revised Drawings and Specifications prepared in conjunction with the Architect.
- C. Proposal requests provided by any party are for information only. Do not perform the work or stop existing work in response to the proposal request. Within 10 days of issuance, Contractor shall submit a breakdown of costs to complete the change in the work. List quantities, labor, taxes, delivery equipment rental, discounts and installation.
- D. Submit any proposed changes in the construction schedule due to the change in the Work.
- E. On Owner's approval of a Proposal Request, a Change Order will be issued for the signatures of Owner and Contractor on AIA Document G701 or similar document.
- F. Change work may proceed upon receiving a fully executed Change Order.

1.11 PAYMENT PROCEDURES

- A. Payment dates and intervals are as indicated in the Owner-Contractor Agreement.
- B. 15 days prior to the submission of a first payment request, Contract shall provide a Schedule of Values. Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Provide a Staging Plan and Schedule in sufficient detail to satisfy the Owner's requirements. Provide a labor and material breakdown on pay application.
- C. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Submit draft of AIA Document G702 and G703 Continuation Sheets to the Architect and Owner for review. Upon approval of Schedule of Values, submit period Payment Requests for review to the Architect and Owner no later than the 5th day of the month in which payment is requested.

2. Identify General Conditions as a separate line item.
- D. With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
- E. Initial Application for Payment: With the first application, include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 8. Certificates of insurance and insurance policies.
 9. Data needed to acquire Owner's insurance.
 10. Initial settlement survey and damage report if required.
- F. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- G. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final, liquidated damages settlement statement.

1.12 PROJECT MANAGEMENT, COORDINATION, AND REPORTING

- A. Coordination: Each contractor or subcontractor shall coordinate Work in such a manner as to schedule and perform construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- B. RFI (Request for Information) Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI on form AIA Form G716.

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1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
3. Each RFI will be reviewed to determine action required and returned. Allow three working days for Owner / Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
4. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Incomplete RFIs or RFIs with numerous errors.
5. Owner or Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to "Contract Modification Procedures" described herein. Submit notification of changes in Contract Time or Sum within 10 days of receiving RFI response.
6. Allow a minimum of 2 days for initial RFI response by the Architect.

1.13 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Prepare a graphic and/or written staging plan, indicating Work Areas designated on the Drawings, with times and basic relocation plan. Indicate estimated amount of work to be accomplished and complete with proposed time frame broken down by days / shifts allotted for the Work.

1.14 SUBMITTAL PROCEDURES

- A. Provide product data, certifications, test data, shop drawings and other documents to completely describe the product to be installed. Provide initial samples for color and appearance selections,
- B. Provide electronic copies of data and shop drawings in Adobe PDF format to Architect. Architect will mark the appropriate action to each submittal and return them electronically to the Contractor as noted below.
- C. Samples: Provide (2) 12"x12" samples of each material. One sample set will be held at the project site for establishing workmanship, finish and color requirements for the installed work.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.

1.15 ARCHITECT'S SUBMITTALS ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 1. REVIEWED - Submittal is acceptable without comment.
 2. FURNISH AS CORRECTED - Submittal is acceptable as edited, annotated or corrected.
 3. REVISE AND RESUBMIT - Submittal is not acceptable for construction but may be revised according to annotations and / or corrections. This action may also pertain to incomplete submittals with Architect's direction concerning missing elements.
 4. REJECTED - Submittal is incomplete or not in compliance with Contract Documents without major revision and/or replacement with new submittal of an alternate, compliant product.
 - a. DO NOT mark up and return a rejected submittal. Recreate the entire submittal and provide new documents with a new, unique identification number.

1.16 QUALITY REQUIREMENTS

- A. General: If compliance with two 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 uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
- C. Provide only qualified personnel, firms and manufacturers / vendors to perform the Work. Qualified: 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.
- D. 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.

1.17 STORED MATERIALS

- A. Stored Materials: Any materials purchased and delivered to the Contractor more than 48 hours prior to the date and time of installation, shall be stored in a secured manner off-site in an environmentally controlled location, labeled and reserved for the specific use of this project.
 - 1. Location shall be made available to the Owner's Representative and the Architect at their convenience for visual inspection and approval prior to any application for payment for stored materials.
- B. Bonding of the storage location shall not be required. Replacement of missing or damaged materials in shall be the responsibility of the Contractor and at no cost to the Owner.
- C. No additional Contract Time will be allocated for replacement of materials under the control of the Contractor.

1.18 TEMPORARY FACILITIES

- A. Water Service: Water is available from the Owner without metering. Provide connections and extensions of services as required for construction operations.
- B. Electric Power Service: Electrical power is available from the Owner without metering. Provide connections and extensions of services as required for construction operations with NECA, UL and NEMA approved devices.
- C. Field Offices: Not applicable.
- D. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. No storage space is available inside the facility, except during the actual progress of the work.
 - 2. Contractor may store only materials and equipment in on-site trailers or sheds, not required by the manufacturer to be stored in a controlled environment.
- E. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
 - 1. Prohibit smoking inside the facility and limit smoking around the facility to areas beyond 25 feet of entryways and away from building intakes.
- F. Roads and Paved Areas: Use existing roadways wherever possible. Restore damage caused by construction vehicles and keep roadways cleared of dirt brought onto the facility by construction vehicle traffic. Owner reserves right to designate specific roadways and parking areas for construction purposes.
- G. Parking: Use designated areas of Owner's existing parking areas.
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

1. Dispose of all waste from interior and exterior of the facility at the end of each work shift, and no later than opening hours of the next business day.
- I. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- J. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- K. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

1.19 PRODUCT REQUIREMENTS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that 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. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications and Drawings establish "salient characteristics" of products.
- B. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, this product or assembly will be used 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 other named manufacturers.
- C. Provide Manufacturer's Warranties and Special Warranties as indicated.
 1. Special Warranty: Provide warranties written for the specific conditions of the Work as required by or incorporated into the Contract Documents, either to extend time limits provided under generic warranties by the manufacturer or to provide more rights for the Owner.
- D. Installers Warranty: Provide a non-prorated warranty for full replacement of material, including the cost of labor and material, for a minimum of two years from date of Substantial Completion, apart from any other explicit or implied product warranty. Provide Owner with preprinted written warranty published by the installer of the product with terms specifically endorsed by manufacturer to the Owner.

1.20 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 7 days prior to bids. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Substitution Requests: Submit formal requests for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles where applicable. Contractor shall provide comparative data on both originally specified and substituted product to indicate substitution's compliance with requirements. Architect will return substitution requests without review that do not provide comparative data.
- C. Conditions: After the bid, substitutions will only be considered for cause. Architect will consider Contractor's request for comparable or substitute products when the following conditions are satisfied:
 - 1. Specified product is no longer available from the manufacturer.
 - 2. Conditions beyond the control of the manufacturer delay the specified product beyond the designated Contract Time.
 - 3. Evidence that proposed product does not meet the specified performance requirements or is substantially modified by the manufacturer since the start of Contract.
 - 4. The substitution does not require extensive reworking or impose other obligations on the Owner beyond what is indicated in the Contract Documents.
 - 5. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- D. If the conditions for substitution are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements.

1.21 EXECUTION - GENERAL

- A. Existing Conditions: The existence and location of construction indicated as existing is not guaranteed. Before beginning work, investigate and verify the existence and location of fixed elements, mechanical and electrical systems and other construction affecting the Work.
- B. 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 walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
 - 4. Refer to Technical specification sections for additional execution requirements.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck 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.

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1. Drawings are diagrammatic and may differ from existing conditions and exact placement of components indicated. Contractor shall not rely on Drawings for precise cutting and fitting of the work. Field verify all layout measurements.
- D. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- E. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- F. 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.
- G. 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.
- H. Train Owner's personnel in the proper use and care of equipment and materials.
- I. Repair or remove and replace defective construction.
- J. Restore permanent facilities used during construction to their original condition and function.

1.22 CLOSEOUT PROCEDURES

- A. Preliminary Procedures: Before requesting inspection for determining 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. Submit specific manufacturer warranties, identifying the project and specific conditions. Generic warranty documents are not acceptable.
 3. Prepare and submit Project Record Documents, maintenance manuals, damage or settlement surveys and similar final record information.
 4. Deliver extra materials to location designated by Owner. Provide in sealed cartons, and label with manufacturer's name and product description.
 5. Return any and all facility keys, ID tags, passes and the like to Owner's Representative. Final Payment may be delayed if keys are not returned or missing.
 6. Complete final cleaning requirements, including touchup painting.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner's Representative and Architect will either proceed with inspection or notify Contractor of unfulfilled requirements.
- C. Final Completion: Before requesting final inspection for determining date of Final Completion, complete the following:
 1. Submit a final Application for Payment according to "Payment Procedures."
 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.

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3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in cleaning and maintenance of the flooring system.
- 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.

1.23 PROJECT RECORD DOCUMENTS

- A. Submit a printed copy of drawings, specifications, and product data recording all changes made during construction.
1. Number of Copies: Submit one set(s) of marked-up Record Prints and Specifications for the Owner's Records.
 2. Submit initial copy to the Architect for review. Architect will make any comments or corrections and return all documents to the Contractor for finalizing.
 3. Distribute the approved as built documents to the Owner prior to request for Final Payment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 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 indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Payment and Performance Bonding

1. Base Bid: A payment and performance bond is not required.
2. Alternate: Provide a payment and performance bond for the full contract amount.

END OF SECTION 012300

SECTION 064020 - INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Custom desks
 - 2. Stack shelving end panels
 - 3. Slat wall
 - 4. Wood canopy tops for stack shelving
 - 5. Book bin furniture
- B. Related Sections for coordination with work of this Section
 - 1. Division 11 Section "Library Stack System" for library stack shelving.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Product Data: For panel products, high-pressure decorative laminate, solid-surfacing material, and finishing materials and processes.
- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
 - 1. Show dimensions for cutouts and holes for counter mounted devices.
 - 2. Apply AWI Quality Certification Program label to Shop Drawings.
- C. Samples for Initial Selection:
 - 1. Shop-applied transparent finishes.
 - 2. Plastic laminates.
- D. Samples for Verification:
 - 1. Veneer-faced panel products with or for transparent finish, 8 by 10 inches for each species and cut. Include at least one face-veneer seam and finish as specified.
 - 2. Plastic laminates & solid surface materials, 8 by 10 inches, for each type, color, pattern, and surface finish.

- E. Mockups: Provide 12"x12" mockup of custom desk front panel corner condition include desk side panel and work surface top.
- F. Product Certificates: For each type of product, signed by product manufacturer.
- G. Qualifications: Project history for installer.
- H. Legality: Manufacturer must be able to prove that American Steel is used in the production of this shelving. The shelving must meet the state steel procurement acts as written by the state of Illinois.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Experienced installer with a record of successful performance on at least three projects per year for five years of a similar type and scope.
- C. Source Limitations: Engage a qualified woodworking firm to assume undivided responsibility for production of interior architectural woodwork with sequence-matched wood veneers and transparent-finished wood doors that are required to be of same species as woodwork.
- D. Quality Standard: Unless otherwise indicated, comply with AWS's "Architectural Woodwork Quality Standards; Edition 1" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.
 - 1. The Contract Documents contain selections chosen from options in the quality standard and additional requirements beyond those of the quality standard. Comply with such selections and requirements in addition to the quality standard.
- E. Mockups: Build mockups to verify selections made under sample submittals and to aesthetic effects and set quality standards for materials and execution.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver items in manufacturer's original, unopened and undamaged containers, bearing manufacturer's identification.
- B. Handling and Storage: Handle in exact accordance with manufacturer's instructions and as printed on containers.

1.7 PROJECT CONDITIONS

- A. Install only after use space renovation has been completely finished, including floor and ceiling material installation and painting.
- B. Environmental Requirements: Do not begin the Work until "wet work" is complete and space is at use temperature and humidity.
- C. Protection:

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1. 1. Protect existing construction and the Work of other Contractors from damage or soiling by the Work under this Contract.
 2. Provide temporary protection of jambs, door heads, soffits, walls, ceilings and floors as required.
 3. Arrange for and pay installing trade for repair, refinishing or replacement of damaged existing construction or the Work of other trades to meet satisfaction of Architect and Owner.
- D. Installer must inspect space and conditions under which the Work is to be performed, and report, in writing to Architect, condition(s) detrimental to timely and successful installation of the Work. Start of work will evidence acceptance of conditions. [H&C wording below]
- E. Conditioning: Woodwork Manufacturer and Installer shall advise Owner of temperature and humidity requirements for woodwork installation and storage areas. Do not install woodwork until required temperature and relative humidity have been stabilized and will be maintained in installation areas.
- F. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.
- G. Sequencing, Scheduling:
1. Schedule delivery to coincide with availability of use area.
 2. No storage is available at the Project site, and no additional compensation will be considered for off-site storage.

PART 2 - PRODUCTS

2.1 MANUFACTURES

1. Manufactures: Subject to compliance with requirements, provide products by the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide TMC Custom Desk or comparable product by one of the following:
 - a. Agati Furniture
 - b. Thos. Moser Contract Furniture

2.2 MATERIALS

- A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.
- B. Wood Species and Cut for Transparent Finish: Red Oak; grain as indicated per type of application.
- C. Wood Products: Comply with the following:
1. Hardboard: AHA A135.4.

- 2. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1.
- D. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or, if not indicated, as required by woodwork quality standard.
 - 1. Available Manufacturers: Wilsonart Laminate "Zanzibar".
- E. Solid Surface Work Surface
 - 1. Manufacturer: Dupont Corian "Designer White"

2.3 CUSTOM DESKS

- A. Work Surface: The work surface of a desk is to be 1" thick with a three ply construction of particleboard, corian and phenolic backer on the underside.
 - 1. Work Surface of desk is Corian Designer White
- B. Front Panel:
 - 1. A. The desk fronts to be constructed of premium MDF generally 1" Thick, multi-layered molded red oak solids, attached with hidden fasteners. Face of desk to go through at least a four step sanding process. Red oak solids to be presanded to 100 grit prior to lay up and bag sanded to remove any burrs or sharp edges. Desk face is sanded with a bag sander at 80 grit and then the surface and edges all achieve a final orbital sand with 180 grit. Stain to match Wilsonart Laminate "Zanzibar". Provide seal coat of Pre-catalyzed lacquer is applied and after drying, hand sanded with 220 grit sand paper. Provide final coat of Pre Catalyzed lacquer applied to a 10 sheen.
- C. Side Panel:
 - 1. The desk side panels will be constructed of premium plywood (generally 1" thick) of particle board, a red oak veneer face and back side with 1/8" solid red oak edge banding. The veneer face for the plywood side is typically rotary cut.
- D. Provide Wire and data Management from floor electrical box to work surface.
- E. Construction and Attachments: Structural attachments are achieved by using metal to metal connections and 14 gauge cold rolled steel brackets.

2.4 STACK SHELVING END PANELS

- A. The end panels are premium plywood 1.25" Thick, a 3 ply construction of particle board, red oak veneer face on two sides and 1" solid red oak edge trim. Refer to furniture schedule for incorporated slatwall end panel locations.

2.5 STACK SHELVING CANOPY TOPS

- A. Canopy tops is to be 1" thick with three ply construction of particle board, high pressure plastic laminate both sides with 1/8" red oak edge banding stained to match laminate.

2.6 SLAT WALL END PANELS

- A. Slatwall Option –Slats must be custom routed into panel to ensure quality and strength; pre-manufactured slatwall is not an acceptable alternate. Slat interiors must be 1-3/8"W and 1/2"D; slat opening must be 3/8"W to allow for easy use with standardized slatwall hardware..

2.7 BOOK BINS

- 1. Basis of design: TMC Linear Double Faced Bookbin or approved equal. Refer schedule for model.
 - a. High Pressure Decorative Laminate finish all faces.

2.8 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.
- C. Adhesives, General: Do not use adhesives that contain urea formaldehyde.
- D. For work surface support: Rakks Flush Mount or equal. Unit manufactured from 2" x 3" "T" to provide maximum stiffness.
 - 1. Flush mount brackets use a L-shaped vertical leg that is screwed to the side of the stud. After installation of the bracket, panel is mounted to the studs, hiding the vertical support leg.

2.9 FABRICATION, GENERAL

- A. Interior Woodwork Grade: Unless otherwise indicated, provide **Premium**-grade interior woodwork complying with referenced quality standard
- B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.
- C. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
 - 1. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members 3/4 Inch Thick or Less: 1/16 inch.
 - 2. Edges of Rails and Similar Members More Than 3/4 Inch Thick: 1/8 inch.
 - 3. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members and Rails: 1/16 inch.
- D. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Field Measurements: Make field measurements where required before delivery of stock item and make arrangements for adjustments in location with Architect.
- B. Preparation of Area: Install protection of existing items and surfaces.

3.2 INSTALLATION

- A. Employ experienced foreman to supervise work of workmen and to be present at the Project site at times the Work under this Subcontract is in progress.
 - 1. Such foreman shall be Subcontractor's representative and shall coordinate with General trades Contractor and other trades.
- B. Move materials directly from unloading point to use area.
- C. Unpack and assemble each item in exact accordance with manufacturer's instructions using fasteners, parts, assembly devices supplied, and proper tools.
- D. Set each item in its proper position, level, plumb square and free of rack.
- E. Remove shipping protection and adjust moving parts for proper, smooth operation.
- F. Carefully remove existing components from storage, handle, assemble as necessary and install in new locations.
- G. Immediately remove rubbish and debris resulting from the Work from the Project site and legally dispose of. Do not allow rubbish to accumulate.
- H. Exercise precautions and provide security until acceptance to avoid exposure to fire, injury, damage, or theft. Repair or replace items to satisfaction of Architect and Owner.
- I. Proceed with installation in orderly manner.
- J. Finished Top and End Panels:
 - 1. Install panels plumb, level, true and straight with no distortions. Shim as required using concealed shims.
 - 2. Shop-cut to exact size.
 - 3. Secure panel to metal shelving with no exposed fasteners on face of panel.

3.3 ADJUSTMENT AND CLEANING

- A. Adjustments:
 - 1. Make final adjustments.
 - 2. Touch up or refinish items only when acceptable to Architect, otherwise remove and replace items to satisfaction of Architect.
- B. Cleaning:
 - 1. Dust items. Remove dirt from inside of same.

2. Broom clean and dust space.
 3. Remove temporary protection and leave existing construction in same condition as when operating started.
- C. Final Acceptance: Final acceptance by Architect will be on basis of acceptance both the Work under the Contract and repair, refinishing, cleaning or replacement of balance of the Project damaged by this work, to satisfaction of Architect and Owner.

3.4 INSTRUCTIONS

- A. After occupancy by Owner, provide services of qualified technical instructor to instruct Owner's personnel in maintenance staff on proper operation, adjustment, folding, maintenance and handling of each item.

Provide Owner written literature on operation, adjustment and maintenance of each item.

END OF SECTION 064020

SECTION 115123 – LIBRARY STACK SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including any General and Supplementary Conditions apply to this Section.
 - 1. Bidding Requirements and Special Conditions

1.2 SUMMARY

- A. This Section Includes:
 - 1. Furnish and install new stack shelving system of bracket type, as shown and scheduled on the Draw-ings and as specified herein.
 - 2. Related Section: Section “Interior Architectural Woodwork” for additional millwork specifications to support this Section.

1.3 SUBMITTALS

- A. Product Data: Submit complete printed Data identifying components and demonstrating compliance with the Specification.
- B. Submit color charts for selections by Architect.
- C. Shop Drawings: Submit complete layout and assembly drawings.
- D. Samples: Submit corner section of typical finished top or end panel.
- E. Legality: Manufacturer must be able to prove that American Steel is used in the production of this shelving. The shelving must meet the state steel procurement acts (30 ILCS 565 et seq.) as written by Illinois.

1.4 INFORMATIONAL SUBMITTALS

- A. Seismic Design Calculations: For seismic design of library stack systems including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 QUALITY ASSURANCE

- A. Installer: Party regularly engaged in assembly and installation of stack system required as primary business and acceptable to system manufacturer.
- B. Manufacturer must have 5 years experience manufacturing this product and be able to show at least 5 comparable installations.

1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of library stack systems that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of metals, metal finishes, and other materials beyond normal wear.
 - 2. Warranty Period: Five years from date of Substantial Completion.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver items in manufacturer's original, unopened and undamaged containers, bearing manufacturer's identification.
- B. Handling and Storage: Handle in exact accordance with manufacturer's instructions and as printed on containers.

1.8 PROJECT CONDITIONS

- A. Existing Conditions:
 - 1. Install only after use space renovation has been completely finished, including floor and ceiling material installation and painting.
 - 2. Installer must inspect space and conditions under which the Work is to be performed, and report, in writing to Architect, condition(s) detrimental to timely and successful installation of the Work. Start of work will evidence acceptance of conditions.
- B. Environmental Requirements: Do not begin the Work until "wet work" is complete and space is at use temperature and humidity.
- C. Protection:
 - 1. Protect existing construction and the Work of other Contractors from damage or soiling by the Work under this Contract.
 - 2. Provide temporary protection of jambs, door heads, soffits, walls, ceilings and floors as required.
 - 3. Arrange for and pay installing trade for repair, refinishing or replacement of damaged existing construction or the Work of other trades to meet satisfaction of Architect and Owner.
- D. Sequencing, Scheduling:
 - 1. Schedule delivery to coincide with availability of use area.
 - 2. No storage is available at the Project site, and no additional compensation will be considered for off-site storage.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Library stack systems shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

2.2 MANUFACTURERS / PRODUCTS

- A. Steel-Bracket Shelving: ANSI Z39.73, shelving designed for library use and consisting of two uprights and two spreaders per section forming a four-sided frame, with adjustable shelves on one or both sides of uprights cantilever-hung by brackets.
1. Manufactures: Subject to compliance with requirements, **provide products by the following:**
 2. Basis-of-Design Product: Subject to compliance with requirements, provide MJ Industries System 30 or comparable product by one of the following:
 - a. BCI 60/30
 - b. Palmieri P2 Treck Shelving

2.3 MATERIALS / COMPONENTS / FABRICATION

- A. Type of Book stack: Steel book stacks shall be cantilever, modular style utilizing starter and adder construction. Case-type, four post or welded frame construction shall not be considered as meeting this Specification. Diagonal bracing in form of strut channel (crossbar) which attaches to the upright column without use of fasteners or tools must be furnished. Horizontal crossbars and vertical column assemblies can be secured together with 3/16" x 1" x 1/2" steel safety key-plate. Key-plate to be secured with 1/2" x 3/16" recessed metal screw. Bolted in crossbars with exposed hardware will not be considered as meeting this specification. Exposed column must present a clean finished appearance with no visibly exposed nuts and bolts.
- B. Sheet Metal: Cold rolled, Class 1 steel. Gage thicknesses indicated herein are U.S. standard.
1. Tubular Column: Formed of #14 gage tubular steel measuring at least 1-1/4" x 2-1/2" in cross section punched with single row of slots spaced 1" on centers. Tubular column shall be capable of adding height extender without need for tools. Side of column to be slotted at top and bottom with 4 slots to accept snap lock crossbar or allow for a bolted crossbar.
 2. Tubular Base: Formed of #14 gage tubular steel measuring at least 1-1/4" x 2-1/2" in cross section. Tubular base shall be welded to tubular column forming column assembly. Each starter section requires two column assemblies and each adder unit one. Threaded fittings for levelers to be incorporated into design of tubular base allowing adjustment at outer ends, minimum of 1-1/4". Tubular base shall be completely finished to allow conversion from closed to open base without need for purchasing additional parts.
 3. Horizontal Crossbars: Formed of #16 gage steel measuring 4" x 1-1/2". Crossbar to have four hooks on each end that snap into column assembly or ability to bolt into the column.
 4. Kick Plate: Formed from #20 gage steel measuring 2-1/2" high. Kick plate shall be attached to tubular base by means of two pins that are concealed from view.

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MAIN BRANCH
FURNITURE BIDDING DOCUMENTS**

5. Flat End Brackets: #16 gauge cold rolled steel plate with 3 hooks for engaging into column slots. Bottom of bracket to be formed up 1" to support end flange of adjustable shelf. No holes in bracket shall be visible.
6. Integral Back Shelf: Shelves shall be capable of supporting book loads of 50 pounds per square foot without deflection in excess of 3/16". Shelf dimensions are nominal and not actual. Front edge of shelf shall be 1" high with three 90 degree bends. Rear edge of shelf shall be upturned 1-1/4" forming integral backstop and rail for attaching sliding book support. Sides of shelf to be flanged downward to engage flat end brackets. Each shelf shall measure at least 35-13/16" clear between end brackets. If bidding manufacturer manufacturers in metric they must maintain the 35-13/16" dimension as a minimum.
7. Hinged Periodical Shelf: To consist of sloping display shelves hinged to adjustable shelf end brackets. Display shelves shall have 14" actual height, be hinged to allow clear storage height of 7" and stand without holding when in open position. Lower edge of display shelf shall have flange and turned up lip to provide 1-3/8" clearance behind lip. Periodical shelf can be furnished with optional hinged plexiglass covers.

C. Accessories:

1. Sliding Book Support: 1/4" diameter formed chrome wire attached to injection molded white plastic slider block. Support assembly to fit over back lip on integral shelf where it is self-locking under pressure from shelved books.

2.4 FINISH

- A. Metal Factory Finish: Metal parts shall be thoroughly cleaned, neutralized, given slight etch for good adhesion and adherent phosphate coating. Final finish coat of selected color to be electrostatically applied and baked on at temperature of approximately 300 deg F, exact temperature depending on color. Finish must withstand rigid hammer and 180 deg fold tests without flaking.
 1. Color: Color to be selected by Architect from manufactures full range.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Field Measurements: Make field measurements where required before delivery of stock item and make arrangements for adjustments in location with Architect.
- B. Preparation of Area: Install protection of existing items and surfaces.

3.2 INSTALLATION

- A. Employ experienced foreman to supervise work of workmen and to be present at the Project site at times the Work under this Subcontract is in progress.
 1. Such foreman shall be Subcontractor's representative and shall coordinate with General trades Contractor and other trades.
- B. Move materials directly from unloading point to use area.
- C. Unpack and assemble each item in exact accordance with manufacturer's instructions using fasteners, parts, assembly devices supplied, and proper tools.

- D. Set each item in its proper position, level, plumb square and free of rack.
- E. Remove shipping protection and adjust moving parts for proper, smooth operation.
- F. Carefully remove existing components from storage, handle, assemble as necessary and install in new locations.
- G. Immediately remove rubbish and debris resulting from the Work from the Project site and legally dispose of. Do not allow rubbish to accumulate.
- H. Exercise precautions and provide security until acceptance to avoid exposure to fire, injury, damage, or theft. Repair or replace items to satisfaction of Architect and Owner.
- I. Proceed with installation in orderly manner.
- J. Finished Top and End Panels:
 - 1. Install panels plumb, level, true and straight with no distortions. Shim as required using concealed shims.
 - 2. Shop-cut to exact size.
 - 3. Secure panel to metal shelving with no exposed fasteners on face of panel.

3.3 ADJUSTMENT AND CLEANING

- A. Adjustments:
 - 1. Make final adjustments.
 - 2. Touch up or refinish items only when acceptable to Architect, otherwise remove and replace items to satisfaction of Architect.
- B. Cleaning:
 - 1. Dust items. Remove dirt from inside of same.
 - 2. Broom clean and dust space.
 - 3. Remove temporary protection and leave existing construction in same condition as when operating started.
- C. Final Acceptance: Final acceptance by Architect will be on basis of acceptance both the Work under the Contract and repair, refinishing, cleaning or replacement of balance of the Project damaged by this work, to satisfaction of Architect and Owner.

3.4 INSTRUCTIONS

- A. After occupancy by Owner, provide services of qualified technical instructor to instruct Owner's personnel in maintenance staff on proper operation, adjustment, folding, maintenance and handling of each item.

Provide Owner written literature on operation, adjustment and maintenance of each item.

END OF SECTION