

**Orland Park Public Library
14921 Ravinia Avenue
Orland Park, IL 60462**

**AGENDA FOR BOARD OF LIBRARY TRUSTEES MEETING
February 20, 2017 7:00 P.M.
Room 104**

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES FROM JANUARY 16, 2017—FOR ACTION

D. INTRODUCTION OF VISITORS

E. PUBLIC COMMENT

There will be 30 minutes allowed for public comment with a five minute maximum per speaker.
The time limit may be extended upon a majority vote of the Board.

F. TREASURER'S REPORT AND PAYMENT OF BILLS—FOR ACTION

G. LIBRARIANS' REPORT/STAFF REPORTS

H. COMMITTEE REPORTS

1. Building and Maintenance
2. Finance (Committee of the Whole)
3. Service and Policy
4. Personnel
5. Law
6. Strategic Planning
7. Capital Campaign

I. UNFINISHED BUSINESS

J. NEW BUSINESS

1. Approval of the revisions to the Employee Handbook – For Action
Motion to approve the revisions to the Employee Handbook regarding sick and bereavement leave
2. Approval of the revisions to the Unattended Children's Policy – For Action
Motion to approve the revisions to the Unattended Children's Policy

3. Approval of the revisions to the Reference and Readers' Advisory Service Policy – For Action
Motion to approve the revisions to the Reference and Readers' Advisory Service Policy
4. Approval of the revisions to the Media Photographing and Videotaping Policy – For Action
Motion to approve the revisions to the Media Photographing and Videotaping Policy
5. Approval of the revisions to the Program Attendance Policy – For Action
Motion to approve the revisions to the Program Attendance Policy
6. Approval of the revisions to the Program Participant's Consent Policy – For Action
Motion to approve the revisions to the Program Participant's Consent Policy
7. Approval of the revisions to the Display Policy – For Action
Motion to approve the revisions to the Display Policy
8. Approval of the revisions to the Bylaws of the Board of Library Trustees – For Action
Motion to approve the revisions to the Bylaws of the Board of Library Trustees
9. Approval of the 2016 Illinois Public Library Annual Report – For Action
Motion to approve the 2016 Illinois Public Library Annual Report
10. Approval for the payment of \$75 each for members of the Board of Library Trustees to be enrolled in the Illinois Library Association - For Action
Motion to approve the payment of \$75 each for members of the Board of Library Trustees to be enrolled in the Illinois Library Association
11. Approval for the payment of \$260 for Trustee Leafblad and Trustee Jennings who attended the Illinois Library Association Trustee Workshop on February 18, 2017 – For Action
Motion to approve the payment of \$260 for Trustee Leafblad and Trustee Jennings who attended the Illinois Library Association Trustee Workshop on February 18, 2017
12. Approval of the American Library Association 2017-2018 membership for President Healy in the amount of \$135 - For Action
Motion to approve the American Library Association 2017-2018 membership for President Healy in the amount of \$135
13. Approval of the Standard Form of Agreement between the Orland Park Public Library Board of Library Trustees of the Village of Orland Park and Commercial Carpet Consultants, Inc., in an amount not to exceed \$178,000 and the Rider to the Standard Form of Agreement, and the General Conditions of the Contract for Construction, and the Supplementary General Conditions of the Contract for Construction - For Action

Motion to approve the Standard Form of Agreement between the Orland Park Public Library Board of Library Trustees of the Village of Orland Park and Commercial Carpet Consultants, Inc., in an amount not to exceed \$178,000 and the Rider to the Standard Form

*of Agreement, and the General Conditions of the Contract for Construction, and the
Supplementary General Conditions of the Contract for Construction.*

K. ANNOUNCEMENTS

L. ADJOURNMENT

Minutes of the Regular Monthly Meeting of the Board of Library Trustees of the Orland Park Public Library held January 16, 2017

The meeting was officially called to order by President Healy at 7:00 p.m.

Call To Order

Members present: Nancy Healy, Christian Barcelona, Diane Jennings, Elan Kleis

Roll Call

Members absent: Denis Ryan, Catherine Lebert, Joanna Leafblad

Staff present: Mary Weimar, Library Director; Mary Adamowski, Assistant Library Director; Ross Kimmey, Finance Manager; Jackie Boyd, Public Information Manager; Aaron Peterson, Senior Administrative Coordinator

Treasurer Jennings made a motion to approve the December 19, 2016 minutes. Trustee Barcelona seconded. No Discussion. A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – aye; Leafblad – absent; Lebert– absent; Ryan – absent.

Minutes

Motion passed. 4 ayes, 0 nays, 3 absent.

Dennis Walsh, Attorney from Klein Thorpe and Jenkins

Introduction of Visitors

Public speakers introduced themselves and were given five minutes to speak in front of the Board. The speakers were as follows:

Public Comment

Nanc Junker
Janet Almen

None

Executive Session

Treasurer Jennings moved to accept the Treasurer's Report for December 2016. Trustee Kleis seconded. No discussion. A roll call vote took place as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – aye; Leafblad – absent; Lebert– absent; Ryan – absent.

Treasurer's Report

Motion passed. 4 ayes, 0 nays, 3 absent.

Treasurer Jennings moved to accept the payment of bills listing from 12/20/16-1/16/17. Trustee Barcelona seconded. No discussion. A roll call vote took place as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – aye; Leafblad – absent; Lebert– absent; Ryan – absent.

Motion passed. 4 ayes, 0 nays, 3 absent.

Current Technologies, Inc. has been working with the IT 2's, especially Mark Ewasiuk, to make sure the network is in good working order. President Healy asked if we paid Current Technologies up front for the whole year. Director Weimar said yes and mentioned they are here Mondays for 8 hours and some Thursdays for 4 hours which should hopefully cover the whole year. Vince Kerner is the

Librarian's Report

consultant assigned to our library and the IT staff has only positive comments about working alongside him on projects. Vince is looking over our entire set up including software and hardware, checking our licensing agreements, and he has even assisted with the relocation of equipment in the server room. The Youth Services wireless network now allows printing from the Mac Books for students to a printer in Youth Services. The Meraki switches were installed in December and TBS Solutions has provided the portal for printing through an app. The attendance on the VHS to DVD converter computer class was filled to capacity. Patrons are waiting for the circulating units. They should be processed by next week. President Healy asked if the converters will still be available in the computer lab too. Director Weimar said yes and mentioned we ordered cases to protect the 3 converters that will be circulated. The loan period will be two weeks and will be exclusively for Orland Park Library card holders at this time. Public Information Manager Boyd is advertising the converters in the Newsletter, on the Website and on our Facebook page.

The Per Capita Grant was filed in December. The Illinois Public Library Annual Report (IPLAR) is in progress. It is due by March 1. The library has filed the list of staff and Board members required to file Statements of Economic Interest. The library filed the Annual Library Certification with the Illinois State Library this month.

The library has requested that Innovative put together a timeline for acquisition of the Polaris Leap module. This web-based circulation module is expected to be available in March. The library is reviewing the Mobile Beacon contract, a non-profit company that assists agencies in circulating/obtaining wireless Hot Spots. This should be ready to sign by the end of the week. The Boopsie contract was signed in December and Jackie is waiting to hear more about the onboarding for this mobile app.

As mentioned last month, 21st Century Institute is planning a Chinese New Year (Lantern Festival) Program for Saturday, February 11. This collaboration might also be with the Village of Orland Park. Outreach and the representative from 21st Century Institute, Annie Yuan, are working diligently to get the program planned so the information can get out to our patrons quickly.

Our 2016 annual circulation increased by 2% over last year. This is also an increase over the 2014 circulation statistics.

Public Information Manager Boyd mentioned that Polaris is now listing the prices of the items patrons check out and their cumulative total on the bottoms of receipts. This shows how much Return on Investment (ROI) they are getting by using the library's collections.

On January 1st, the library placed a legal notice in the Daily Southtown announcing the library's accepting sealed bids for the Live & Learn grant flooring project. The notice ran for seven days. The mandatory walk-through for the flooring project was conducted on Thursday, January 12th. Ten contractors attended the walk-through which was led by Dan Pohrte of Products Architecture + Design. In addition to the walk-through, Dan identified the various features and responsibilities of the project. The sealed bids are due, will be opened and read aloud on Thursday, January 26th at 2:00 p.m. at the library. The bid(s) will be awarded at the February 20th Library Board meeting. Soon after, Administration and Dan will meet to determine the beginning date of the project. There is an expected 8 week pause to order materials which would put the project start date at mid-April. We will also work with the architect to decide upon a practical routing plan for our patrons during this two phase project.

Steve Newman painted the Youth Services Storytime room, as well as the Craft room. This was done in preparation of the final phase of the Preschool Décor project. The Youth Services staff has decided upon quotes from well-known children's literature which they would like to have highlighted in the Storytime and Craft rooms. At this time we have researched the possibility of having decals of the various quotes applied onto the designated walls. Graphics has located a vendor that specializes in decals and we will be meeting with their representative on Thursday. We will also request pricing for decals to be placed at the tops of the columns in the Youth Services Department as directional guides to assist our young patrons in finding various collections.

Maintenance rebuilt the humidity system to ensure that patrons and staff will feel comfortable during the cold winter months. The system is serviced annually by Steve, but it was necessary at this time for him to replace several parts.

The library received notification that the Industrial Appraisal Company has processed our inventory of items and materials received and deleted within our building and collections from October 1, 2015-September 30, 2016. The final report should be received by February, at which time it will be included in the Illinois Public Library Annual Report (IPLAR).

Trustee Barcelona said he will try to make it by 2:00 for the Bid opening for the flooring project.

No reports at this time.

No reports at this time.

No report at this time.

No report at this time.

No report at this time.

No report at this time.

No report at this time.

No report at this time.

None.

Approve wire transfers to pay bills for Fiscal Year 2017 – For Action

Trustee Kleis moved to approve the Orland Park Public Library Board of Library Trustees wire transfers to pay bills for Fiscal Year 2017. Treasurer Jennings seconded.

Finance Manager Kimmey mentioned that once a year the Board approves wire transfers to pay invoices and payroll. Director Weimar indicated for years prior this motion was done each meeting; but the library decided to approve it once a year.

A roll call vote took place as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – aye; Leafblad – absent; Lebert – absent; Ryan – absent.

Motion passed. 4 ayes, 0 nays, 3 absent.

Approval of Automated Data Processing (ADP) payroll and time tracking services in the amount of \$11,159 which includes set-up/training as well as the annual cost of the service – For Action

Treasurer Jennings motioned to approve the Automated Data Processing (ADP) payroll and time tracking services in an amount not to exceed \$11,159 which includes set-up/training as well as the annual cost of the service. Trustee Kleis seconded.

Finance Manager Kimmey talked to 6 different Payroll vendors and decided that ADP was the best choice because they covered all our needs and their terms were acceptable. President Healy asked if Quickbooks would integrate and if Chris McClure, our auditor from McClure Inserra, was aware.

**Other Staff
Reports**

**Building and
Maintenance**

Finance

Service & Policy

Personnel

Law

Strategic Plan

**Capital
Campaign
Committee**

**Unfinished
Business**

New Business

Finance Manager Kimmey will look into these points. President Healy and Ross Kimmey also mentioned looking into upgrading Quickbooks.

A roll call vote took place as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – aye; Leafblad – absent; Lebert– absent; Ryan – absent.

Motion passed. 4 ayes, 0 nays, 3 absent.

Approval to close the Illinois Funds Operating and Special Reserve accounts and the US Bank Operating and Special Reserve accounts – For Action

Treasurer Jennings moved to approve the closing of the Illinois Funds Operating and Special Reserves accounts and the US Bank Operating and Special Reserve accounts. Trustee Kleis seconded.

Treasurer Jennings asked for more information. Director Weimar mentioned that US Bank manages Illinois Funds and last year they informed us that we couldn't write checks anymore from Illinois Funds accounts. Finance Manager Kimmey added that we are getting very little interest on those accounts and their fees are as high as \$110/month vs. Marquette Bank who will charge \$35/month. PMA has higher interest at .8% vs. Illinois Funds .55%. In addition you can no longer get monthly statements online from Illinois Funds. This slows putting together the board financial reports.

A roll call vote took place as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – aye; Leafblad – absent; Lebert– absent; Ryan – absent.

Motion passed. 4 ayes, 0 nays, 3 absent.

Approval to open a Tax Receipts Funds account and a Special Reserves Funds account with Marquette Bank - For Action

Treasurer Jennings motioned to approve the opening of a Tax Receipts Funds account and a Special Reserves Funds account with Marquette Bank. Trustee Kleis seconded.

No discussion.

A roll call vote took place as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – aye; Leafblad – absent; Lebert– absent; Ryan – absent.

Motion passed. 4 ayes, 0 nays, 3 absent.

Approval of the updated wire transfer authorization agreement for the Marquette Bank accounts – For Action

Trustee Kleis moved to approve the updated wire transfer authorization agreement for the Marquette Bank accounts. Trustee Barcelona seconded.

Finance Manager Kimmey stated that Marquette Bank issued a new agreement with the opening of the new accounts. President Healy inquired about who was going to be on the accounts. Four officers will be on the account: Treasurer Jennings, Secretary Lebert, Vice President Ryan and President Healy.

A roll call vote took place as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – aye; Leafblad – absent; Lebert– absent; Ryan – absent.

Motion passed. 4 ayes, 0 nays, 3 absent.

Approval for the registration cost for trustees in the amount of \$25 each for the 2017 Legislative Meet-Up event held at Tinley Park Public Library on February 14, 2017 – For Action

Trustee Kleis moved to approve the registration cost for trustees in the amount of \$25 each for the 2017 Legislative Meet-Up event held at Tinley Park Public Library on February 14, 2017. Treasurer Jennings seconded.

Director Weimar mentioned that this is an annual event where many legislators gather to meet and speak with librarians about local issues that affect today's libraries. The State has many budget issues that affect public entities. Trustee Barcelona and President Healy have expressed interest in attending.

A roll call vote took place as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – aye; Leafblad – absent; Lebert– absent; Ryan – absent.

Motion passed. 4 ayes, 0 nays, 3 absent.

Approval for the reimbursement cost for School Liaison Kara DeCarlo and Preschool Services Coordinator Stephanie Thomas to attend the Illinois Youth Services Institute Conference in Springfield, Illinois from March 10-11, 2017 in an amount not to exceed \$550 for both attendees – For Action

Trustee Barcelona motioned to approve the reimbursement cost for School Liaison Kara DeCarlo and Preschool Services Coordinator Stephanie Thomas to attend the Illinois Youth Services Institute Conference in Springfield, Illinois from March 10-11, 2017 in an amount not to exceed \$550 for both attendees. Trustee Kleis seconded.

Director Weimar stated this is the second annual Youth Services conference and it includes many Library programs and networking opportunities. The library van will be used for transportation. Assistant Library Director Adamowski noted that this conference is held in a year opposite a PLA conference.

A roll call vote took place as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – aye; Leafblad – absent; Lebert– absent; Ryan – absent.

Motion passed. 4 ayes, 0 nays, 3 absent.

President Healy inquired about when and where the ALA conference will be and that she has an ALA membership renewal notice. Director Weimar will get her more information. Assistant Library Director Adamowski mentioned the ILA convention will be in Tinley Park this October. Director Weimar said that School Liaison Kara DeCarlo is presenting at the Youth Services conference in Springfield. President Healy brought up the correspondence in which the person living in non-incorporated Orland Park asked to have their Non-Resident fee discounted or preferably waived. Director Weimar promptly answered her correspondence and explained how she can obtain a card using the tax bill method and also how she can take advantage of the plentiful services the library offers even without an Orland Park Library card.

Announcements

Treasurer Jennings moved to adjourn the meeting and it was seconded by Trustee Kleis.

Adjournment

A roll call vote took place as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – aye; Leafblad – absent; Lebert– absent; Ryan – absent.

Motion passed. 4 ayes, 0 nays, 3 absent.

The meeting was adjourned at 7:55 p.m.

Catherine Morrissey-Lebert
Secretary

Approved: _____

Date: _____

Minutes prepared by Aaron Peterson

DRAFT

Orland Park Public Library
General Fund
Explanation of Variances for General Fund Activity
For The Month Ended January 31, 2017

Revenues

There have been minimal tax receipts received in January. **Interest Income** was higher than budgeted due to investments being set up with longer maturities providing higher rates of return.

Expenditures

Total Expenditures were \$ 93,042 under budget for the month and the year.

Salaries is under budget by \$ 20,215 for January and the year. There are a few open positions at this time.

Life/Health Insurance is over budget for the month by \$ 16,785 from the funding of the HSA accounts for the year. This line should be within budget by the end of the year.

Natural Gas is over budget for January and the year by \$ 1,386 due to a 50% increase in the cost per therm.

Automation - Maintenance is over budget for the month and the year by \$ 709, but should be within budget by the end of the year.

**Orland Park Public Library
Balance Sheet - All Funds
January 31, 2017**

	General Fund	Special Reserve	Capital Campaign	Debt Service	Total
Assets					
Cash - Marquette	213,083.70	6,779.85	68,290.55		288,154.10
Cash - Marquette E-Commerce	2,623.65				2,623.65
Illinois Funds	91,302.52				91,302.52
PMA Financial Investments	5,665,889.60	766,347.09		495,228.13	6,927,464.82
US Bank	9,273.48	67.50		525.46	9,866.44
Tax Receipts - Marquette	1.00				1.00
Special Reserve - Marquette	1.00				1.00
Cash - Harris Bank	0.00				0.00
Petty Cash	300.00				300.00
Interest Receivable	25,198.47	286.41		1,170.84	26,655.72
Property Taxes Receivable	5,194,234.00			1,683,393.00	6,877,627.00
Prepaid Expenses	149,465.64				149,465.64
Due from Debt Service	0.00	0.00	0.00	0.00	0.00
Total Assets	11,351,373.06	773,480.85	68,290.55	2,180,317.43	14,373,461.89
Liabilities & Fund Balance					
Health Insurance W/H Payable	0.00	0.00	0.00	0.00	0.00
IMRF W/H Payable	0.00	0.00	0.00	0.00	0.00
457 Plan W/H Payable	(375.00)	0.00	0.00	0.00	(375.00)
Due to General Fund	0.00	0.00	0.00	0.00	0.00
Deferred Property Tax Revenue	5,194,234.00	0.00	0.00	1,683,393.00	6,877,627.00
Accounts Payable	29,573.96	0.00	0.00	0.00	29,573.96
Estimated Property Tax Refunds	0.00	0.00	0.00	0.00	0.00
Due to Primary Government	0.00	0.00	0.00	32,232.08	32,232.08
Total Liabilities	5,223,432.96	0.00	0.00	1,715,625.08	6,939,058.04
Beginning Unrestricted Fund Balance	6,283,463.74	773,078.83	68,284.75	470,727.88	7,595,555.20
Fund Balance - Nonspendable	149,465.64	0.00	0.00	0.00	149,465.64
Fund Balance - Restricted by Donors	51,006.00	0.00	0.00	0.00	51,006.00
Fund Balance - Restricted by Statue	13,597.41	0.00	0.00	0.00	13,597.41
Transfers between Funds	0.00	0.00	0.00	0.00	0.00
Excess (Deficiency) of Revenues Over (Under) Expenditures	(360,310.13)	402.02	5.80	(15,318.09)	(375,220.40)
Ending Fund Balance	6,127,940.10	773,480.85	68,290.55	464,692.35	7,434,403.85
Total Liabilities & Fund Balance	11,351,373.06	773,480.85	68,290.55	2,180,317.43	14,373,461.89

**Orland Park Public Library
General Fund
Statement of Revenue & Expenditures
January 31, 2017**

	Actual Month	Monthly Budget	% of Budget	Actual Y-T-D	Budget Y-T-D	% of Total Budget	Total Budget
<u>Revenues</u>							
Taxes	1,626.29	432,853	0.38%	1,626.29	432,853	0.03%	5,194,234
Impact Fees	1,750.00	1,500	116.67%	1,750.00	1,500	9.72%	18,000
Replacement Taxes	2,234.17	1,000	223.42%	2,234.17	1,000	18.62%	12,000
State Grants	0.00	3,333	0.00%	0.00	3,333	0.00%	40,000
Non Resident Fees	322.30	500	64.46%	322.30	500	5.37%	6,000
Fines	4,877.83	4,583	106.43%	4,877.83	4,583	8.87%	55,000
Gifts	1,195.00	750	159.33%	1,195.00	750	13.28%	9,000
Copy Machine	935.03	1,000	93.50%	935.03	1,000	7.79%	12,000
Interest Income	3,627.59	2,000	181.38%	3,627.59	2,000	15.11%	24,000
Miscellaneous Income	878.97	750	117.20%	878.97	750	9.77%	9,000
Total Revenues	17,447.18	448,270	3.89%	17,447.18	448,270	0.32%	5,379,234
<u>Expenditures</u>							
Salaries	188,783.96	208,999	90.33%	188,783.96	208,998	7.53%	2,507,992
Salaries-Maintenance	8,258.11	9,476	87.15%	8,258.11	9,476	7.26%	113,711
Life/Health Insurance	56,785.21	40,000	141.96%	56,785.21	40,000	11.83%	480,000
Books	18,858.44	34,000	55.47%	18,858.44	34,000	4.62%	408,000
Electronic Databases	6,120.50	6,083	100.62%	6,120.50	6,083	8.38%	73,000
Periodicals	3,440.13	3,167	108.62%	3,440.13	3,167	9.05%	38,000
Audio Visual Materials	6,276.23	13,750	45.65%	6,276.23	13,750	3.80%	165,000
Audio Visual Equipment	51.97	83	62.61%	51.97	83	5.20%	1,000
Book Rebinding	0.00	0	0.00%	0.00	0	0.00%	0
Accounting	481.66	1,158	41.59%	481.66	1,158	3.47%	13,900
Insurance	3,385.58	4,083	82.92%	3,385.58	4,083	6.91%	49,000
Landscaping & Groundskeeping	0.00	2,000	0.00%	0.00	2,000	0.00%	24,000
Building Maintenance	9,611.36	33,833	28.41%	9,611.36	33,833	2.37%	406,000
Security System	328.00	1,000	32.80%	328.00	1,000	2.73%	12,000
Library Office & Equipment	0.00	83	0.00%	0.00	83	0.00%	1,000
Legal	333.42	9,583	3.48%	333.42	9,583	0.29%	115,000
Library Consultant	0.00	833	0.00%	0.00	833	0.00%	10,000
Electricity	0.00	0	0.00%	0.00	0	0.00%	0
Water & Sewer	1,078.70	750	143.83%	1,078.70	750	11.99%	9,000
Natural Gas	4,385.54	3,000	146.18%	4,385.54	3,000	12.18%	36,000
Telephone	739.28	800	92.41%	739.28	800	7.70%	9,600
Purchase - New Equipment	0.00	1,667	0.00%	0.00	1,667	0.00%	20,000
Building & Custodial Supplies	3,324.05	3,000	110.80%	3,324.05	3,000	9.23%	36,000
Building Repairs	399.61	1,833	21.80%	399.61	1,833	1.82%	22,000
Lib. & Off. Eqpt Rep. & Maint	396.72	1,500	26.45%	396.72	1,500	2.20%	18,000
Machine Rental	0.00	333	0.00%	0.00	333	0.00%	4,000
Automation - Equipment	4,728.51	6,667	70.92%	4,728.51	6,667	5.91%	80,000
Automation - Line Costs	334.99	625	53.60%	334.99	625	4.47%	7,500
Automation - Consultant	8,365.00	12,083	69.23%	8,365.00	12,083	5.77%	145,000
Automation - Maintenance	7,791.70	7,083	110.01%	7,791.70	7,083	9.17%	85,000
Library Furniture	0.00	5,417	0.00%	0.00	5,417	0.00%	65,000
Outreach Services	268.77	583	46.10%	268.77	583	3.84%	7,000

**Orland Park Public Library
General Fund
Statement of Revenue & Expenditures
January 31, 2017**

	Actual Month	Monthly Budget	% of Budget	Actual Y-T-D	Budget Y-T-D	% of Total Budget	Total Budget
Board Training & Education	250.00	583	42.88%	250.00	583	3.57%	7,000
Staff Training & Education	329.33	1,984	16.60%	329.33	1,984	1.38%	23,804
Conference Fees	0.00	500	0.00%	0.00	500	0.00%	6,000
Patron Programs & Events	1,227.76	3,500	35.08%	1,227.76	3,500	2.92%	42,000
Association Dues & Fees	450.00	750	60.00%	450.00	750	5.00%	9,000
Public Information	739.17	3,250	22.74%	739.17	3,250	1.90%	39,000
Library Supplies	3,208.89	3,500	91.68%	3,208.89	3,500	7.64%	42,000
Office Supplies	345.15	750	46.02%	345.15	750	3.84%	9,000
Postage	525.20	1,250	42.02%	525.20	1,250	3.50%	15,000
Printing	0.00	750	0.00%	0.00	750	0.00%	9,000
Contingency	0.00	0	0.00%	0.00	0	0.00%	0
Contribution to IMRF	16,599.79	18,018	92.13%	16,599.79	18,018	7.68%	216,221
Contribution to FICA	14,711.22	16,713	88.02%	14,711.22	16,713	7.34%	200,560
Audit	938.00	942	99.58%	938.00	942	8.30%	11,300
Liability Ins.-D&O,Bonds,WC	3,796.50	4,250	89.33%	3,796.50	4,250	7.44%	51,000
Unemployment Compensation	0.00	337	0.00%	0.00	333	0.00%	4,000
Bank Charges	108.86	250	43.54%	108.86	250	3.63%	3,000
Total Expenditures	377,757.31	470,799	80.24%	377,757.31	470,799	6.69%	5,649,588
Excess (Deficiency) of Revenues Over (Under) Expenditures	(360,310.13)	(22,529)	-106.67%	(360,310.13)	(22,529)	-106.67%	(270,354)
Interfund Transfers In / (Out)	0.00	0	0.00%	0.00	0	0.00%	0
Net Change in Fund Balance	<u>(360,310.13)</u>	<u>(22,529)</u>	<u>-106.67%</u>	<u>(360,310.13)</u>	<u>(22,529)</u>	<u>-106.67%</u>	<u>(270,354)</u>

**Orland Park Public Library
Other Funds
Statement of Revenue & Expenditures
January 31, 2017**

	Special Reserve Month	Special Reserve Y-T-D	Capital Campaign Month	Capital Campaign Y-T-D	Debt Service Month	Debt Service Y-T-D
<u>Revenues</u>						
Taxes	0.00	0.00	0.00	0.00	525.46	525.46
Impact Fees	0.00	0.00	0.00	0.00	0.00	0.00
Replacement Taxes	0.00	0.00	0.00	0.00	0.00	0.00
State Grants	0.00	0.00	0.00	0.00	0.00	0.00
Non Resident Fees	0.00	0.00	0.00	0.00	0.00	0.00
Fines	0.00	0.00	0.00	0.00	0.00	0.00
Gifts	0.00	0.00	0.00	0.00	0.00	0.00
Copy Machine	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	405.02	405.02	5.80	5.80	272.49	272.49
Capital Campaign	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	405.02	405.02	5.80	5.80	797.95	797.95
<u>Expenditures</u>						
Building Repairs	0.00	0.00	0.00	0.00	0.00	0.00
Audio Visual Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Automation - Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Automation - Consultant	0.00	0.00	0.00	0.00	0.00	0.00
Library Furniture	0.00	0.00	0.00	0.00	0.00	0.00
Library Supplies	0.00	0.00	0.00	0.00	0.00	0.00
Bank Charges	3.00	3.00	0.00	0.00	0.00	0.00
Debt Service Repaid to Village	0.00	0.00	0.00	0.00	16,116.04	16,116.04
Total Expenditures	3.00	3.00	0.00	0.00	16,116.04	16,116.04
Excess (Deficiency) of Revenues Over (Under) Expenditures	402.02	402.02	5.80	5.80	(15,318.09)	(15,318.09)
Interfund Transfers In / (Out)	0.00	0.00	0.00	0.00	0.00	0.00
Net Change in Fund Balance	402.02	402.02	5.80	5.80	(15,318.09)	(15,318.09)

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	56417	01/17/2017	EBSCO	101010 · Cash - Marquette	-23,981.00
Bill	1000045748-1	12/01/2016		104315 · Electronic Databases	23,981.00
TOTAL					23,981.00
Bill Pmt -Check	56418	01/17/2017	Grainger	101010 · Cash - Marquette	-92.52
Bill	9315820036	12/23/2016		104540 · Building Repairs	92.52
TOTAL					92.52
Bill Pmt -Check	56419	01/17/2017	Roman Endeavors, Inc.	101010 · Cash - Marquette	-225.00
Bill	01-2017-01	01/05/2017		104620 · Staff Training & Education	225.00
TOTAL					225.00
Bill Pmt -Check	56420	01/17/2017	EBSCO	101010 · Cash - Marquette	-22,594.74
Bill	0492	01/17/2017		104320 · Periodicals - Adult	22,594.74
TOTAL					22,594.74
Bill Pmt -Check	56421	01/23/2017	Current Technologies Corporation	101010 · Cash - Marquette	-8,711.46
Bill	7129	01/13/2017		104580 · Automation - Maintenance	1,492.90
Bill	7155	01/20/2017		104570 · Automation - Equipment	1,593.50
Bill	7154	01/20/2017		104580 · Automation - Maintenance	2,316.06
Bill	7156	01/20/2017		104570 · Automation - Equipment	2,289.00
TOTAL				104580 · Automation - Maintenance	1,020.00
					8,711.46
Bill Pmt -Check	56422	01/23/2017	The Private Bank	101010 · Cash - Marquette	-20,800.00

**Orland Park Public Library
Check Detail
January 17 through February 20, 2017**

Type	Num	Date	Name	Account	Original Amount
Bill	2017	01/19/2017		104230 · Life/Health Insurance	20,800.00
TOTAL					20,800.00
Bill Pmt -Check	56423	01/26/2017	Annuity Premium Reserve Account	101010 · Cash - Marquette	-325.00
Bill	1/3/17	01/03/2017		102160 · 457 Plan W/H Payable	325.00
TOTAL					325.00
Bill Pmt -Check	56424	01/26/2017	AT&T	101010 · Cash - Marquette	-80.00
Bill	Jan 2017 Bill	01/13/2017		104575 · Automation - Line Costs	80.00
TOTAL					80.00
Bill Pmt -Check	56425	01/26/2017	Audio Editions	101010 · Cash - Marquette	-264.74
Bill	1616959	12/14/2016		104342 · Audio Visual Materials-Outreach	225.95
Bill	1618304	12/23/2016		104342 · Audio Visual Materials-Outreach	38.79
TOTAL					264.74
Bill Pmt -Check	56426	01/26/2017	Bal Industries	101010 · Cash - Marquette	-510.00
Bill	37668	01/01/2017		104450 · Building Maintenance	510.00
TOTAL					510.00
Bill Pmt -Check	56427	01/26/2017	Bettenhausen Chrysler Jeep	101010 · Cash - Marquette	-28.00
Bill	254363 JER	01/13/2017		104600 · Outreach Services	28.00
TOTAL					28.00
Bill Pmt -Check	56428	01/26/2017	Cash	101010 · Cash - Marquette	-192.70

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill	1/18/17	01/18/2017			
				104642 · Patron Programs & Events-Youth	9.75
				104530 · Building & Custodial Supplies	5.00
				104530 · Building & Custodial Supplies	29.99
				104642 · Patron Programs & Events-Youth	22.00
				104730 · Postage	5.70
				104530 · Building & Custodial Supplies	19.74
				104530 · Building & Custodial Supplies	9.99
				104710 · Library Supplies	2.50
				104642 · Patron Programs & Events-Youth	13.42
				104730 · Postage	4.78
				104620 · Staff Training & Education	31.75
				104530 · Building & Custodial Supplies	14.16
				104530 · Building & Custodial Supplies	23.92
					192.70
Bill Pmt -Check	56429	01/26/2017	Center Point Large Print	101010 · Cash - Marquette	-93.05
Bill	1434462	12/19/2016		104310 · Books - Adult	25.34
Bill	1441944	12/23/2016		104310 · Books - Adult	22.77
Bill	1442436	01/01/2017		104310 · Books - Adult	22.17
Bill	1441569	01/01/2017		104310 · Books - Adult	22.77
					93.05
Bill Pmt -Check	56430	01/26/2017	Chicago Tribune	101010 · Cash - Marquette	-727.48
Bill	1/12/17	01/12/2017		104320 · Periodicals - Adult	727.48
					727.48
Bill Pmt -Check	56431	01/26/2017	Chicago Tribune Media Group	101010 · Cash - Marquette	-245.28
Bill	003094526	01/01/2017		104495 · Legal	214.62
Bill	003090526	01/01/2017		104495 · Legal	30.66
					245.28

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill Pmt - Check	56432	01/26/2017	Diane S. Norris-Kuczynski	101010 · Cash - Marquette	-107.59
Bill	1/1/1/17	01/11/2017		104642 · Patron Programs & Events-Youth	83.59
Bill	1/1/9/17	01/19/2017		104642 · Patron Programs & Events-Youth	24.00
TOTAL					107.59
Bill Pmt - Check	56433	01/26/2017	Findaway World, LLC	101010 · Cash - Marquette	-2,465.68
Bill	204753	12/22/2016		104341 · Audio Visual Materials - Youth	103.13
Bill	205145	12/28/2016		104341 · Audio Visual Materials - Youth	19.99
Bill	205152	12/28/2016		104340 · Audio Visual Materials - Adult	39.98
Bill	205436	12/29/2016		104341 · Audio Visual Materials - Youth	1,613.11
Bill	205879	01/10/2017		104341 · Audio Visual Materials - Youth	304.74
Bill	205880	01/10/2017		104340 · Audio Visual Materials - Adult	384.73
TOTAL					2,465.68
Bill Pmt - Check	56434	01/26/2017	Gale/Cengage Learning	101010 · Cash - Marquette	-1,400.45
Bill	59495141	12/12/2016		104310 · Books - Adult	22.39
Bill	59506785	12/14/2016		104310 · Books - Adult	47.19
Bill	59539240	12/21/2016		104310 · Books - Adult	22.40
Bill	59538052	12/21/2016		104312 · Books - Outreach	100.76
Bill	59546570	12/22/2016		104312 · Books - Outreach	206.32
Bill	59552497	12/23/2016		104310 · Books - Adult	29.59
Bill	59539245	01/03/2017		104310 · Books - Adult	31.19
Bill	59584756	01/03/2017		104310 · Books - Adult	27.19
Bill	59605644	01/05/2017		104312 · Books - Outreach	111.96
Bill	59605048	01/05/2017		104312 · Books - Outreach	382.26
Bill	59605699	01/05/2017		104310 · Books - Adult	25.59
Bill	59616838	01/06/2017		104310 · Books - Adult	343.38
Bill	59616836	01/06/2017		104310 · Books - Adult	50.23
TOTAL					1,400.45

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	56435	01/26/2017	Garvey's Office Products	101010 · Cash - Marquette	-199.56
Bill	PIN/V1266976	01/03/2017		104720 · Office Supplies	23.97
Bill	PIN/V1267248	01/04/2017		104530 · Building & Custodial Supplies	50.23
Bill	PIN/V1269704	01/06/2017		104720 · Office Supplies	34.02
Bill	PIN/V1270102	01/06/2017		104530 · Building & Custodial Supplies	30.04
Bill	PIN/V1274443	01/13/2017		104710 · Library Supplies	61.30
TOTAL					199.56
Bill Pmt -Check	56436	01/26/2017	Goodman, Clarence	101010 · Cash - Marquette	-200.00
Bill	214417	01/26/2017		104640 · Patron Programs&Events-Outreach	200.00
TOTAL					200.00
Bill Pmt -Check	56437	01/26/2017	Grainger	101010 · Cash - Marquette	-191.68
Bill	9328813812	01/12/2017		104530 · Building & Custodial Supplies	191.68
TOTAL					191.68
Bill Pmt -Check	56438	01/26/2017	Grey House Publishing, Inc.	101010 · Cash - Marquette	-6,642.00
Bill	924178	01/01/2017		104310 · Books - Adult	518.95
Bill	G-920068-REN	01/01/2017		104310 · Books - Adult	462.05
Bill	931199	01/09/2017		104315 · Electronic Databases	5,661.00
TOTAL					6,642.00
Bill Pmt -Check	56439	01/26/2017	Haberichter, Steven	101010 · Cash - Marquette	-350.00
Bill	21717	01/26/2017		104640 · Patron Programs&Events-Outreach	350.00
TOTAL					350.00

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	56440	01/26/2017	Hearne & Associates, P.C.	101010 · Cash - Marquette	-481.66
Bill	19646	01/11/2017		104420 · Accounting	481.66
TOTAL					481.66
Bill Pmt -Check	56441	01/26/2017	Home Depot Credit Services	101010 · Cash - Marquette	-68.64
Bill	12/28/16	01/01/2017		104530 · Building & Custodial Supplies	68.64
TOTAL					68.64
Bill Pmt -Check	56442	01/26/2017	Impact Networking, LLC	101010 · Cash - Marquette	-2,653.00
Bill	IN261910	01/16/2017		104710 · Library Supplies	2,653.00
TOTAL					2,653.00
Bill Pmt -Check	56443	01/26/2017	Industrial Appraisal Company	101010 · Cash - Marquette	-325.00
Bill	5-546-235	01/01/2017		104495 · Legal	325.00
TOTAL					325.00
Bill Pmt -Check	56444	01/26/2017	Ingram Library Services	101010 · Cash - Marquette	-3,446.53
Bill	See Detail List	01/25/2017		104311 · Books - Youth	775.26
				104310 · Books - Adult	2,555.81
				104312 · Books - Outreach	115.46
TOTAL					3,446.53
Bill Pmt -Check	56445	01/26/2017	Jillann Gabrielle	101010 · Cash - Marquette	-350.00
Bill	2/9/17	01/26/2017		104640 · Patron Programs&Events-Outreach	350.00

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
TOTAL					350.00
Bill Pmt -Check	56446	01/26/2017	Jon-Don	101010 · Cash - Marquette	-66.71
Bill	2777332	01/12/2017		104530 · Building & Custodial Supplies	68.71
TOTAL					68.71
Bill Pmt -Check	56447	01/26/2017	Klein, Thorpe and Jenkins, Ltd.	101010 · Cash - Marquette	-8,381.66
Bill	Bills thru Dec 31	12/31/2016		104495 · Legal	8,347.22
Bill	1/13/17	01/13/2017		104495 · Legal	34.44
TOTAL					8,381.66
Bill Pmt -Check	56448	01/26/2017	Konica Minolta Business Solutions USA Inc	101010 · Cash - Marquette	-278.59
Bill	9003131919	01/01/2017		104560 · Lib. & Off. Eqpt Rep. & Maint	278.59
TOTAL					278.59
Bill Pmt -Check	56449	01/26/2017	Libby F. Hellman	101010 · Cash - Marquette	-300.00
Bill	277717	01/26/2017		104640 · Patron Programs&Events-Outreach	300.00
TOTAL					300.00
Bill Pmt -Check	56450	01/26/2017	Manufacturers' News, Inc.	101010 · Cash - Marquette	-222.90
Bill	289224-01-2017	01/10/2017		104310 · Books - Adult	222.90
TOTAL					222.90
Bill Pmt -Check	56451	01/26/2017	Midwest Mechanical	101010 · Cash - Marquette	-1,698.00
Bill	MC0000104532	01/01/2017		104450 · Building Maintenance	1,698.00

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
TOTAL					1,698.00
Bill Pmt - Check	56452	01/26/2017	Midwest Tape	101010 - Cash - Marquette	-201.91
Bill	94640689	12/28/2016		104341 - Audio Visual Materials - Youth	94.96
Bill	94642689	12/28/2016		104340 - Audio Visual Materials - Adult	19.99
Bill	94652022	01/01/2017		104340 - Audio Visual Materials - Adult	39.98
Bill	94662410	01/04/2017		104341 - Audio Visual Materials - Youth	14.99
Bill	94674315	01/09/2017		104340 - Audio Visual Materials - Adult	31.99
TOTAL					201.91
Bill Pmt - Check	56453	01/26/2017	OverDrive, Inc.	101010 - Cash - Marquette	-5,719.52
Bill	152910117-122616	12/26/2016		104310 - Books - Adult	5.97
Bill	000443160-122716	12/27/2016		104310 - Books - Adult	21.95
Bill	000442900-122716	12/27/2016		104311 - Books - Youth	34.98
Bill	H-0039645	01/01/2017		104315 - Electronic Databases	5,000.00
Bill	172327247-010817	01/08/2017		104310 - Books - Adult	33.00
Bill	102953960-011117	01/11/2017		104311 - Books - Youth	192.92
Bill	102908010-011117	01/11/2017		104311 - Books - Youth	412.71
Bill	000117887-011217	01/12/2017		104311 - Books - Youth	17.99
TOTAL					5,719.52
Bill Pmt - Check	56454	01/26/2017	Park Ace Hardware	101010 - Cash - Marquette	-190.84
Bill	Dec Statement	01/01/2017		104530 - Building & Custodial Supplies	190.84
TOTAL					190.84
Bill Pmt - Check	56455	01/26/2017	Penguin Random House LLC	101010 - Cash - Marquette	-168.75
Bill	1080377463	01/01/2017		104342 - Audio Visual Materials-Outreach	26.25
Bill	1080377460	01/01/2017		104340 - Audio Visual Materials - Adult	26.25
Bill	1080461803	01/07/2017		104340 - Audio Visual Materials - Adult	56.25

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill	1080461804	01/07/2017		104342 · Audio Visual Materials-Outreach	60.00
TOTAL					168.75
Bill Pmt -Check	56456	01/26/2017	Rashid, Marqbool	101010 · Cash - Marquette	-750.00
Bill	Jan 22, 2017	01/13/2017		104610 · Board Training & Education	250.00
				104660 · Public Information	500.00
TOTAL					750.00
Bill Pmt -Check	56457	01/26/2017	Recorded Books, INC	101010 · Cash - Marquette	-95.88
Bill	75457767	12/22/2016		104340 · Audio Visual Materials - Adut	26.99
Bill	75460369	01/06/2017		104340 · Audio Visual Materials - Adut	53.99
Bill	75457028	01/09/2017		104340 · Audio Visual Materials - Adut	7.95
Bill	75457029	01/09/2017		104340 · Audio Visual Materials - Adut	6.95
TOTAL					95.88
Bill Pmt -Check	56458	01/26/2017	Reliastar Life Insurance Company	101010 · Cash - Marquette	-3,375.00
Bill	January and Catchup	01/17/2017		102160 · 457 Plan W/H Payable	3,375.00
TOTAL					3,375.00
Bill Pmt -Check	56459	01/26/2017	Ross Kimmey	101010 · Cash - Marquette	-72.58
Bill	1/18/17	01/18/2017		104620 · Staff Training & Education	72.58
TOTAL					72.58
Bill Pmt -Check	56460	01/26/2017	RWK IT Services	101010 · Cash - Marquette	-475.52
Bill	3078	01/23/2017		104580 · Automation - Maintenance	50.00
Bill	3080	01/23/2017		104580 · Automation - Maintenance	25.52
Bill	3077	01/23/2017		104580 · Automation - Maintenance	400.00

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
TOTAL					475.52
Bill Pmt -Check	56461	01/26/2017	Sprint	101010 · Cash - Marquette	-178.17
Bill	336044821-145	12/30/2016		104520 · Telephone	178.17
TOTAL					178.17
Bill Pmt -Check	56462	01/26/2017	Sunlight Maintenance Supply	101010 · Cash - Marquette	-911.29
Bill	4697	01/04/2017		104530 · Building & Custodial Supplies	336.81
Bill	4708	01/12/2017		104530 · Building & Custodial Supplies	574.48
TOTAL					911.29
Bill Pmt -Check	56463	01/26/2017	SYNCHRONY BANK/AMAZON	101010 · Cash - Marquette	-5,573.30
Bill	1/15/17	01/25/2017		104340 · Audio Visual Materials - Adult	3,934.09
				104341 · Audio Visual Materials - Youth	539.81
				104342 · Audio Visual Materials-Outreach	189.74
				104310 · Books - Adult	19.98
				104710 · Library Supplies	52.32
				104570 · Automation - Equipment	616.81
				104550 · Lib. & Off. Eqpt Rep. & Maint	109.61
				104530 · Building & Custodial Supplies	58.97
				104345 · Audio Visual Equipment	51.97
TOTAL					5,573.30
Bill Pmt -Check	56464	01/26/2017	Tyco Integrated Security LLC	101010 · Cash - Marquette	-328.00
Bill	27921554	01/12/2017		104460 · Security System	328.00
TOTAL					328.00
Bill Pmt -Check	56465	01/26/2017	Village of Orland Park	101010 · Cash - Marquette	-76.69

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill	22561584	01/09/2017		104600 · Outreach Services	29.38
Bill	22563487	01/10/2017		104600 · Outreach Services	47.31
TOTAL					76.69
Bill Pmt -Check	56466	01/26/2017	Weren, James	101010 · Cash - Marquette	-200.00
Bill	2/16/17	01/26/2017		104640 · Patron Programs&Events-Outreach	200.00
TOTAL					200.00
Bill Pmt -Check	56467	01/26/2017	World Book, Inc.	101010 · Cash - Marquette	-999.00
Bill	0001548622	01/06/2017		104311 · Books - Youth	999.00
TOTAL					999.00
Bill Pmt -Check	56468	02/10/2017	American Library Association	101010 · Cash - Marquette	-146.95
Bill	44996733	01/30/2017		104710 · Library Supplies	146.95
TOTAL					146.95
Bill Pmt -Check	56469	02/10/2017	Amgard Exterminating Inc.	101010 · Cash - Marquette	-70.00
Bill	2178	01/28/2017		104450 · Building Maintenance	70.00
TOTAL					70.00
Bill Pmt -Check	56470	02/10/2017	Annuity Premium Reserve Account	101010 · Cash - Marquette	-325.00
Bill	1/31/17	01/31/2017		102160 · 457 Plan W/H Payable	325.00
TOTAL					325.00
Bill Pmt -Check	56471	02/10/2017	Audio Editions	101010 · Cash - Marquette	-33.19

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill	1621583	01/25/2017		104342 · Audio Visual Materials-Outreach	8.00
Bill	1305909-1	01/26/2017		104342 · Audio Visual Materials-Outreach	25.19
TOTAL					33.19
Bill Pmt -Check	56472	02/10/2017	Audubon	101010 · Cash - Marquette	-30.00
Bill	2/7/17	02/07/2017		104320 · Periodicals - Adult	30.00
TOTAL					30.00
Bill Pmt -Check	56473	02/10/2017	Capital One Commercial	101010 · Cash - Marquette	-162.46
Bill	1/26/17 Statement	01/26/2017		104530 · Building & Custodial Supplies	162.46
TOTAL					162.46
Bill Pmt -Check	56474	02/10/2017	Cardmember Service	101010 · Cash - Marquette	-3,372.19
Bill	Jan 2017 Statement	02/09/2017		104530 · Building & Custodial Supplies	103.60
				104620 · Staff Training & Education	196.67
				104620 · Staff Training & Education	177.00
				104620 · Staff Training & Education	42.94
				104530 · Building & Custodial Supplies	170.31
				104450 · Building Maintenance	1,049.90
				104530 · Building & Custodial Supplies	304.80
				104660 · Public Information	127.50
				104530 · Building & Custodial Supplies	40.94
				104641 · Patron Programs & Events-Adult	10.00
				104620 · Staff Training & Education	225.00
				104710 · Library Supplies	352.08
				104570 · Automation - Equipment	99.00
				104620 · Staff Training & Education	40.00
				104710 · Library Supplies	74.95
				104610 · Board Training & Education	50.00
				104620 · Staff Training & Education	75.00

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
				104730 · Postage	19.83
				104530 · Building & Custodial Supplies	48.01
				104530 · Building & Custodial Supplies	60.19
				104530 · Building & Custodial Supplies	104.47
TOTAL					3,372.19
Bill Pmt -Check	56475	02/10/2017	Cullom-Davis Library	101010 · Cash - Marquette	-35.00
Bill	00429000	01/30/2017		104310 · Books - Adult	35.00
TOTAL					35.00
Bill Pmt -Check	56476	02/10/2017	Dell Marketing L.P.	101010 · Cash - Marquette	-37.59
Bill	10143426723	01/23/2017		104570 · Automation - Equipment	37.59
TOTAL					37.59
Bill Pmt -Check	56477	02/10/2017	Diane S. Norris-Kuczynski	101010 · Cash - Marquette	-76.86
Bill	2/2/17	02/02/2017		104642 · Patron Programs & Events-Youth	9.00
Bill	2/2/17 2	02/02/2017		104642 · Patron Programs & Events-Youth	67.86
TOTAL					76.86
Bill Pmt -Check	56478	02/10/2017	Donna Urbikas	101010 · Cash - Marquette	-75.00
Bill	2/22/17	02/22/2017		104640 · Patron Programs&Events-Outreach	75.00
TOTAL					75.00
Bill Pmt -Check	56479	02/10/2017	EBS CO	101010 · Cash - Marquette	-1,371.99
Bill	1538453A	02/02/2017		104320 · Periodicals - Adult	1,371.99
TOTAL					1,371.99

**Orland Park Public Library
Check Detail
January 17 through February 20, 2017**

Type	Num	Date	Name	Account	Original Amount
Bill Pmt - Check	56480	02/10/2017	Findaway World, LLC	101010 · Cash - Marquette	-19.99
Bill	207373	01/24/2017		104340 · Audio Visual Materials - Adult	19.99
TOTAL					19.99
Bill Pmt - Check	56481	02/10/2017	Gale/Cengage Learning	101010 · Cash - Marquette	-807.70
Bill	59615655	01/06/2017		104310 · Books - Adult	30.39
Bill	559638087	01/09/2017		104310 · Books - Adult	27.74
Bill	59634532	01/09/2017		104310 · Books - Adult	25.59
Bill	59635209	01/09/2017		104312 · Books - Outreach	49.58
Bill	59634511	01/09/2017		104312 · Books - Outreach	255.90
Bill	59616351	01/09/2017		104310 · Books - Adult	31.19
Bill	59671137	01/10/2017		104310 · Books - Adult	50.39
Bill	59689042	01/12/2017		104310 · Books - Adult	21.60
Bill	59690550	01/12/2017		104310 · Books - Adult	24.00
Bill	59690920	01/12/2017		104310 · Books - Adult	99.18
Bill	59724681	01/16/2017		104312 · Books - Outreach	93.58
Bill	59768320	01/18/2017		104310 · Books - Adult	20.99
Bill	59768935	01/18/2017		104310 · Books - Adult	25.59
Bill	59766155	01/18/2017		104310 · Books - Adult	25.59
Bill	59768814	01/18/2017		104310 · Books - Adult	26.39
TOTAL					807.70
Bill Pmt - Check	56482	02/10/2017	Garvey's Office Products	101010 · Cash - Marquette	-418.68
Bill	PIN/V1276462	01/18/2017		104720 · Office Supplies	80.96
Bill	PIN/V1278234	01/20/2017		104720 · Office Supplies	125.61
Bill	PIN/V1281768	01/26/2017		104720 · Office Supplies	7.36
				104530 · Building & Custodial Supplies	131.52
Bill	PIN/V1283429	01/30/2017		104720 · Office Supplies	73.23
TOTAL					418.68

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	56483	02/10/2017	Greenhaven Publishing	101010 · Cash - Marquette	-219.60
Bill	3004057	01/27/2017		104311 · Books - Youth	219.60
TOTAL					219.60
Bill Pmt -Check	56484	02/10/2017	Grey House Publishing, Inc.	101010 · Cash - Marquette	-345.00
Bill	342876	01/31/2017		104310 · Books - Adult	345.00
TOTAL					345.00
Bill Pmt -Check	56485	02/10/2017	Home Depot Credit Services	101010 · Cash - Marquette	-419.00
Bill	1/27/17 Statement	01/17/2017		104530 · Building & Custodial Supplies	419.00
TOTAL					419.00
Bill Pmt -Check	56486	02/10/2017	Illinois Library Association	101010 · Cash - Marquette	-360.00
Bill	1/31/07	01/26/2017		104650 · Association Dues & Fees	100.00
Bill	127263	02/01/2017		104610 · Board Training & Education	260.00
TOTAL					360.00
Bill Pmt -Check	56487	02/10/2017	Ingram Library Services	101010 · Cash - Marquette	-5,169.65
Bill	See Detail List	02/09/2017		104310 · Books - Adult	3,612.75
				104312 · Books - Outreach	159.49
				104311 · Books - Youth	1,397.41
TOTAL					5,169.65
Bill Pmt -Check	56488	02/10/2017	Konica Minolta Business Solutions USA Inc	101010 · Cash - Marquette	-8.52

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill	9003137245	01/03/2017		104550 · Lib. & Off. Eqpt Rep. & Maint	8.52
TOTAL					8.52
Bill Pmt -Check	56489	02/10/2017	Lighting Supply Co.	101010 · Cash - Marquette	-285.35
Bill	V0213202	02/07/2017		104530 · Building & Custodial Supplies	285.35
TOTAL					285.35
Bill Pmt -Check	56490	02/10/2017	Lite Tech, Inc.	101010 · Cash - Marquette	-305.00
Bill	80667	01/31/2017		104530 · Building & Custodial Supplies	102.00
Bill	80666	01/31/2017		104530 · Building & Custodial Supplies	203.00
TOTAL					305.00
Bill Pmt -Check	56491	02/10/2017	Martina Mathisen	101010 · Cash - Marquette	-250.00
Bill	2/21/17	02/21/2017		104640 · Patron Programs&Events-Outreach	250.00
TOTAL					250.00
Bill Pmt -Check	56492	02/10/2017	McClure Inserra & Company Chartered	101010 · Cash - Marquette	-2,500.00
Bill	9268	01/31/2017		104920 · Audit	2,500.00
TOTAL					2,500.00
Bill Pmt -Check	56493	02/10/2017	Midwest Tape	101010 · Cash - Marquette	-104.97
Bill	94686266	01/31/2017		104341 · Audio Visual Materials - Youth	59.98
Bill	94729668	01/31/2017		104340 · Audio Visual Materials - Adult	44.99
TOTAL					104.97
Bill Pmt -Check	56494	02/10/2017	Neopost USA Inc	101010 · Cash - Marquette	-514.72

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill	1/27/17	01/27/2017		104730 · Postage	514.72
TOTAL					514.72
Bill Pmt -Check	56495	02/10/2017	Neviol, Inc.	101010 · Cash - Marquette	-5,738.00
Bill	6039	02/01/2017		104450 · Building Maintenance	5,738.00
TOTAL					5,738.00
Bill Pmt -Check	56496	02/10/2017	Nicor Gas	101010 · Cash - Marquette	-4,385.54
Bill	12/20/16-1/20/17	01/20/2017		104517 · Natural Gas	4,385.54
TOTAL					4,385.54
Bill Pmt -Check	56497	02/10/2017	NIR Roof Care, Inc.	101010 · Cash - Marquette	-1,575.00
Bill	113403	12/30/2016		104450 · Building Maintenance	1,575.00
TOTAL					1,575.00
Bill Pmt -Check	56498	02/10/2017	NuWay Disposal Service, Inc.	101010 · Cash - Marquette	-71.97
Bill	5682002	02/01/2017		104450 · Building Maintenance	71.97
TOTAL					71.97
Bill Pmt -Check	56499	02/10/2017	Oriental Trading Company, Inc.	101010 · Cash - Marquette	-39.96
Bill	682109830-01	02/01/2017		104640 · Patron Programs&Events-Outreach	39.96
TOTAL					39.96
Bill Pmt -Check	56500	02/10/2017	Orland Park Area Chamber of Commerce	101010 · Cash - Marquette	-90.00

Orland Park Public Library Check Detail January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
BILL	2/3/17	02/03/2017		104620 · Staff Training & Education	90.00
TOTAL					90.00
Bill Pmt -Check	56501	02/10/2017	OverDrive, Inc.	101010 · Cash - Marquette	-8,890.49
BILL	000513967-011717	01/17/2017		104311 · Books - Youth	97.92
BILL	155034710-011917	01/19/2017		104310 · Books - Adult	152.99
BILL	143234917-012017	01/20/2017		104310 · Books - Adult	1,289.37
BILL	125449660-012517	01/25/2017		104310 · Books - Adult	455.95
BILL	125421220-012517	01/25/2017		104310 · Books - Adult	1,625.85
BILL	125338413-012517	01/25/2017		104310 · Books - Adult	1,369.31
BILL	141507917-012517	01/25/2017		104310 · Books - Adult	3,807.11
BILL	150419860-013017	01/30/2017		104310 · Books - Adult	91.99
TOTAL					8,890.49
Bill Pmt -Check	56502	02/10/2017	Penguin Random House LLC	101010 · Cash - Marquette	-131.25
BILL	1089184740	01/03/2017		104340 · Audio Visual Materials - Adult	33.75
BILL	1080641235	01/20/2017		104342 · Audio Visual Materials-Outreach	30.00
BILL	1080796982	01/27/2017		104342 · Audio Visual Materials-Outreach	67.50
TOTAL					131.25
Bill Pmt -Check	56503	02/10/2017	Rainbow Book Company	101010 · Cash - Marquette	-2,349.79
BILL	0126282	02/01/2017		104311 · Books - Youth	2,349.79
TOTAL					2,349.79
Bill Pmt -Check	56504	02/10/2017	Recorded Books, INC	101010 · Cash - Marquette	-349.10
BILL	75462719	01/11/2017		104340 · Audio Visual Materials - Adult	27.00
BILL	75462101	01/11/2017		104340 · Audio Visual Materials - Adult	26.99
BILL	75462846	01/11/2017		104340 · Audio Visual Materials - Adult	17.99
BILL	75469736	01/24/2017		104340 · Audio Visual Materials - Adult	9.00

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill	75470509	01/28/2017		104340 · Audio Visual Materials - Adult	40.50
Bill	75470530	01/28/2017		104340 · Audio Visual Materials - Adult	31.50
Bill	75470777	01/28/2017		104340 · Audio Visual Materials - Adult	31.50
Bill	75471627	01/27/2017		104340 · Audio Visual Materials - Adult	35.99
Bill	75471681	01/27/2017		104340 · Audio Visual Materials - Adult	31.50
Bill	75471525	01/27/2017		104340 · Audio Visual Materials - Adult	35.99
Bill	75471512	01/27/2017		104340 · Audio Visual Materials - Adult	29.69
Bill	75472068	01/30/2017		104340 · Audio Visual Materials - Adult	31.45
TOTAL					349.10
Bill Pmt -Check	56505	02/10/2017	Reliable Fire Equipment Co.	101010 · Cash - Marquette	-2,023.25
Bill	686418	01/31/2017		104450 · Building Maintenance	2,023.25
TOTAL					2,023.25
Bill Pmt -Check	56506	02/10/2017	RWK IT Services	101010 · Cash - Marquette	-475.52
Bill	3086	02/01/2017		104580 · Automation - Maintenance	50.00
Bill	3087	02/01/2017		104580 · Automation - Maintenance	25.52
Bill	3085	02/01/2017		104580 · Automation - Maintenance	400.00
TOTAL					475.52
Bill Pmt -Check	56507	02/10/2017	Scholastic Inc.	101010 · Cash - Marquette	-35.07
Bill	11475750	01/30/2017		104311 · Books - Youth	27.12
Bill	06-3260	02/02/2017		104321 · Periodicals - Youth	7.95
TOTAL					35.07
Bill Pmt -Check	56508	02/10/2017	Sprint	101010 · Cash - Marquette	-356.57
Bill	336044821-146	01/30/2017		104520 · Telephone	356.57
TOTAL					356.57

Orland Park Public Library
Check Detail
January 17 through February 20, 2017

Type	Num	Date	Name	Account	Original Amount
Bill Pmt - Check	56509	02/10/2017	Sunlight Maintenance Supply	101010 · Cash - Marquette	-890.77
Bill	16780	01/19/2017		104530 · Building & Custodial Supplies	28.00
Bill	4751	01/24/2017		104530 · Building & Custodial Supplies	482.41
Bill	4764	02/03/2017		104530 · Building & Custodial Supplies	380.36
TOTAL					890.77
Bill Pmt - Check	56510	02/10/2017	Unique Management Services, Inc.	101010 · Cash - Marquette	-62.65
Bill	439984	02/01/2017		104495 · Legal	62.65
TOTAL					62.65
Bill Pmt - Check	56511	02/10/2017	Village of Orland Park Water	101010 · Cash - Marquette	-1,078.70
Bill	2/2/17	01/31/2017		104515 · Water & Sewer	1,078.70
TOTAL					1,078.70
Subtotal - Checks					\$ 174,027.11
Gross Payroll on 1/30/17					\$ 98,604.20
Payment to Village for IMRF/Insurance for January, 2017					\$ 63,060.01
Gross Payroll on 2/15/17					\$ 97,683.89
Grand Total					<u>\$ 433,375.21</u>

Adult Services Board Report January 2017

SERVICES/PROGRAMS/PROJECTS/CLASSES

Writers Group 1/5; 10 adults

Six genre book discussions 1/9, 1/12, 1/17, 1/18, 1/18, 1/30; 34 adults

Library eBooks for Tablets & Smartphones 1/23; 1 adult

272 adults have registered for Blizzard of Books, the Adult Winter Reading Program, which began on January 2. Patrons have until February 25 to complete five books.

CONTINUING EDUCATION/MEETINGS ATTENDED

Meetings & Cont. Ed. Tabulation Form

Andrew Masura attended Boopsie Onboarding Meeting (OPPL) on Jan 26, 2017

STATISTICS

Database Statistics January 2017-2016 Comparison

Database	01/2017	01/2016	Data Type
Ancestry	1923	1729	Searches
Careers College	10	55	Total Users
Consumer Reports	58	91	Log-Ins
EBSCO	28190	31437	Searches
Gale Virtual Ref. Lib	24	2	Searches
Heritage Quest	1497	384	Searches
OCLC	6335	7301	Searches
ProQuest	235	62	Searches
Reference USA	217	166	Searches
Weiss & the Street Financial Ratings	67	N/A	Searches

Note: EBSCO includes NovelList Plus usage

Statistics from web forms

Category	01/2017	01/2016
Reference	3362	3879
Ref Remote	200	186
Non-Reference	253	304
N-R Remote	13	37
Prog Att	45	37
Items shelved	22031	22903
Carts shelved	282	308

CUSTOMER SERVICE LOG

01/07/17 Gentleman stopped me in fiction. He nicely complained that he didn't recognize any of the authors-wanted to see more popular, mainstream titles. I suggested he try the Lucky Day books but he said he needs more than 5 days. KA

01/08/17 Patron stopped by the reference desk. He said, "I just wanted to thank you for having such a nice library. I love coming here." KA

01/13/17 A Mokena Library patron called for a book. Patron came in to pick up the book she called for and said, "I called four different book stores but none of them has this book. I'm glad your library does carry it." RFW

01/17/17 Woman calling for information from internet. She said, "thank you so much. You've been very effective-you're a great help." JB

01/18/17 A patron came by the AS desk asking for a specific magazine. He said "I know that the library does subscribe to magazines. I noticed that the *Congressional Digest* is seldom used by patrons. I wonder if the library should continue its subscription to that!" RFW

01/21/17 A patron stopped by the AS desk asking for a specific traveler's guide book. After finding it she said, "Thank you! I wouldn't find it myself if you hadn't helped me." RFW

01/21/17 Patron just came back from TPL and was at a 'Lynda.com' class. She said, "this was such a great program. Why doesn't OPPL subscribe to this?" LCC

01/22/17 Patron visits reference desk. she says, "Could OPPL subscribe to 'Lynda.com?'" LCC

Circulation Board Report January 2017

SERVICES/PROGRAMS/PROJECTS/CLASSES

Howard Griffin currently working with Wendy Xie Technical Services to establish a Boopsie Account for the library.

Howard Griffin also working on the IPLAR report for the fiscal year 2016.

Laura Larson and Becky Simmons still tracking old accounts and reviewing for updating.

Julie Pryor continues to assist with Circulation statistics.

CIRCULATION STATISTICS JANUARY 2017

ORS MONTH	TOTAL CIRCULATION 2017	LAST YR.	CHANGE	PATRON ATTENDANCE	IN-HOUSE CHECKINS
JAN	80,025	78,228	2%	36,949	2,499
FEB					
MAR					
APR					
MAY					
JUN					
JUL					
AUG					
SEPT					
OCT					
NOV					
DEC					
TOTAL	80,025	78,228	2%	36,949	2,499
Hoopla Checkouts: 473 Overdrive Registrations: 52 Overdrive Checkouts: 2,775 Zinio Checkouts: 575 Polaris Patron Sessions: 16,302					

CUSTOMER SERVICE LOG

1/12/2017 (Circulation Desk) Patron commented: "We just enjoyed Connie Marshall."
(Afternoon program)

1/17/2017 (Circulation Desk) Patron feels insulted by the savings listed on the receipt because she pays taxes for library materials.

1/17/2017 (Circulation Desk) Patron phoned to say: "Brilliant to have savings listed on bottom of receipt. Bravo to whoever had this idea."

1/20/2017 (Circulation Desk) "Someone called me regarding an item I left in a book accidentally. It was super sweet of them to do that."

1/26/2017 (Circulation Desk) Love seeing \$\$ on bottom of receipt.

1/26/2017 (Circulation Desk) Books on CD have been very clean recently. Thank You! Better than before.

1/30/2017 (Circulation Desk) I love this library!! You need carts for books because they're heavy to carry around. We are all living longer.

1/12/2017 (Circulation Desk) Whoever plows/salts your lot finally did a great job.

1/12/2017 (Circulation Desk) "When are you going to take your Christmas decorations down?"
(Referring to winter decorations)

1/20/2017 (Circulation Desk) Patron needed to update card prior to checkout. When checking the discs, he said that he doesn't do that at self-checkout and there is no one to check for him - there should be someone assigned to do that.

1/24/2017 (Circulation Desk) "I just read an article in the paper about how the library prints how much money you've saved on the receipts. That's so neat! Thank you for doing that!"

1/3/2017 (Information Desk) "I wish they would have Pinterest for adults. My friend and I enjoyed attending."

1/12/2017 (Information Desk) Patron exiting after attending Cabaret Connie Marshall program said 1. "She was a riot!" 2. "It was delightful. Keep it up! Good use of funds. Good job." and 3. "Fantastic show. Connie is so good. I have seen her several times. I'll look at your book sale real quick."

1/13/2017 (Information Desk) Patron looking at poster of "Rat Pack" program commented: "They are very good! I saw them on T.V."

1/13/2017 (Information Desk) Patron using self-checkout. "That checked out a lot quicker than I expected. It was easy."

1/16/2017 (Information Desk) Patron walking in the lobby. "This 'recently returned' shelf is a great idea - really terrific."

1/16/2017 (Information Desk) Patron on phone: "Are you open today MLK? Yes - do you have any events for MLK? No- Why not?"

1/26/2017 (Information Desk) Patron on phone wanted to know when Outreach would be at the township. Patron commented: "I really appreciate the ladies bringing me books." "It's a great service."

1/26/2017 (Information Desk) Patron walking into building. Your "Please use other door sign - needs to be much bigger." That would alleviate your problem."

Graphics Board Report January 2017

SERVICES/PROGRAMS/PROJECTS/CLASSES

The Graphics Department worked on posters and flyers for:

Be Our Guest - the Youth Services celebration of the release of the live action Beauty and the Beast

Johnnies, Tommies, and Sammies for the WWI grant project

WWI in America Rountables 1 and 2

Meet the Artist: Dale Wickum

All Quiet on the Western Front movie showing

Rules of the Road class

Barry Cloyd Showcase in the Lobby

Mystery Book Discussion

Romance Book Discussion

Fiction Book Discussion

Pages and Pastries

Bring Your Own Book Discussion

Maurya O. taught Photoshop Basics on January 23. 18 patrons attended.

CONTINUING EDUCATION/MEETINGS ATTENDED

1/12 The Preschool Decoration group met to discuss the future of the Storytime room

1/17 The Marketing Committee met to discuss how to make the library more inclusive to patrons with special needs

1/17 The Management Team met to pull and review policies to bring to the board for updating

1/24 The Strategic Plan committee met to make sure the library is on track to accomplish its goals for the year

1/25 Jackie attended the Chamber of Commerce meeting to network and discuss labor law changes

1/26 Jackie attended a digital onboarding meeting with the creators of the Boopsie app

STATISTICS

January 2017		Room Requests		Graphics Requests	
		20		144	
Facebook		Twitter		Pinterest	
				eBlast	
Subscribers Change		Followers Change		Followers Change	
1,671 +8		1,494 +17		367 +19	
				18,074	

GRANTS/SPECIAL PROJECTS

Jackie B. and Kristen H. participated in the World War I in America grant project committee.

CUSTOMER SERVICE LOG

Kim Kucharski thanked the graphics team for booking her meeting room.

Joyce Bibeau wrote:

"Thank you so much. You've been very helpful!!"

Patricia Cusic thanked the Graphics Team for booking her meeting room.

Information Technology Board Report January 2017

STATISTICS

Category	Jan 2017	Jan 2016
Study Room Usage	409	412
Patrons Assisted	445	439
Total PC Usage	1789	1766
Total Web pages	34103	35122
Number of Classes	13	13
Total Class Attendance	94	77
Wireless Usage	3072	5026

CUSTOMER SERVICE LOG

Google ChromeBook 101 Mark Ewasiuk

"Mark was very knowledgeable - thank you."

"Thank you to Mark! I learned much that I did not know."

"I was emailed the info. I do not currently have Chrome Book. The info was food for future use. Mark is an excellent instructor. I have had classes with him before. Mark always helps me with any questions I have regarding my laptop Windows 10."

"Maybe demonstrate some useful apps. Discuss security concerns with cloud."

Advanced Gmail Audrey Peskys

Strongly agree Learned about class through website.

Strongly agree. Learned about class in the newsletter.

Strongly agree. Learned about class in the newsletter.

Beyond Gmail Mark Ewasiuk

Can offer it in Spanish? At later time maybe?

I will use more classes now but I need more basics on computer use in general.

Photoshop Basics Mauyra Orr

It is misleading to have two different versions of "Tool ban." One is by Maurya. The other is by Amanda Harris. Many tools have different names.

Take appointments so class size fits number of computers available.

Agree with trainer and content.

I think future classes need to be a more specific as to exactly what prerequisites are required. If a class "Basic", please make it basic. If it is "advanced" please clarify how detailed it will be.

Strongly agree on the trainer. Content was neutral.

The class needs to explain terms used and also slow down and point things out. I still don't understand layering. Also, use registration and hold more classes if necessary.

The trainer was agreeable. Content was neutral and agreeable.

Strongly agree with trainer and content.

More computers with Photoshop program.

Strongly agree trainer and content.

Participants didn't allow instructor to get through presentation. They have their specific questions before she can get thru the class. Please have questions at the end. Did not follow and explain the handouts.

Strongly agree with trainer and some content was neutral some was agreeable.

Strongly agree and agree with trainer. Content was neutral and agreeable. Strongly disagree on the amount of time provided for the class.

Creating a slideshow with music.

Would have loved to be hands on and have more information provide not just general info.

I did get lost a few times, not fault on you. Myself. Thank You! You did all well planned- I would need a little more time myself. Learning disability.

Not enough computers for any hands on learning. 4 for 15 people. More computers or less people.

Trainer was agreeable and neutral. Content was agreeable.

LinkedIn Ron Sierzega

Trainer and Content strongly agreed.

Trainer and Content strongly agreed.

Trainer strongly agree. Content neutral and agree.

Trainer strongly agree. Content agree and neutral.

Trainer and content strongly agree.

Trainer and content agree.

Google Photos Mark Ewasiuk

Trainer are strongly agree. Content also strongly agree. Explain terms new in computer language.

Trainer and content agreeable.

Facebook for Mobile Phones Christy Pickens

Trainer and content strongly agreeable.

Ebay for Buying Dan Williams

Trainer and content agree.

Trainer and content agree.

Trainer strongly agree Content mixture of strongly agree and agree.

Trainer strongly agree with a few agree. Content agree.

Comment Form

1/22 Patron needed to send an email- "Thank you for all your help I will need to take some computer classes." AP

1/23 Patron needed to scan and send through email. She was so happy with my help she threw \$2.00 on the desk and said please buy coffee on me. I said "Thank you, but I will use it for patrons that print and don't have enough money." She said that was nice! CP

Outreach Services Board Report

January 2017

SERVICES/PROGRAMS/PROJECTS/CLASSES

Services provided for the month include:

Homebound materials delivery and offsite programs to patrons in single family homes, Smith Crossing independent living and assisted living, Brookdale, Alden Prairie, Autumn Leaves, Lexington, Thomas Place and Evergreen assisted living facilities.

Senior materials delivery to the Orland Township.

Special collection management of NASA artifacts, display cases, and databases.

Art and collection coordination and management of six display areas.

One book display located at the table by the center display case.

In-house and offsite adult programming.

Book delivery to train stations.

Flyer distribution to surrounding establishments and at programs.

Collection management, including ordering of all Outreach Services materials for the Outreach Services collection.

CONTINUING EDUCATION/MEETINGS ATTENDED

Kelly A. Cuci attended LACONI- OPP Innovative Community Engagement (Barrington P.L.) on Jan 27, 2017

Cathy DiGiorgio attended LACONI- OPP Innovative Community Engagement (Barrington P.L.) on Jan 27, 2017

STATISTICS

Onsite Adult Programs:

11 programs were given with a total of 390. *2016: 12 programs were given with a total of 464 patrons.*

Breakout:

1/4/17 The Coloring Club	8
1/6/17 Meet the Artist - Scott Harding	15
1/11/17 Financial Planning for Your Special Needs Child	10
1/12/17 Cabaret - Connie Marshall	55
1/17/17 Bell Bottoms, Disco, and Nixon: The 1970's	40
1/18/17 Ain't That a Kick in the Head - The History of the Rat Pack	66
1/19/17 Maximizing Your Social Security	34
1/20/17 Showcase - Old Time American Music	74

1/21/17 Maximizing Your Social Security	37
1/24/17 There is Life After Divorce	15
1/27/17 Friday Film Series - Florence Foster Jenkins	35

Offsite Adult Programs:

9 programs were given with a total of 158 patrons attending. *2016: 10 programs were given with a total of 187 patrons attending.*

Breakout:

1/9/17 Senior Living Visits	47
1/10/17 Remember When with Autumn Leaves	10
1/10/17 Senior Living Visits	15
1/11/17 Senior Living Visits	8
1/18/17 Orland Township Senior Drop-In Visits	11
1/19/17 Remember When with Brookdale	8
1/20/17 Orland Township Senior Drop-In Visits	10
1/23/17 Senior Living Visits	34
1/24/17 Senior Living Visits	15

Train Station Books:

Three train stations – **84**, *2016 - 125*

Program Flyer Distribution Stats:

Local Businesses - **380**, *2016 - 25*

Train Station - **159**, *2016 - 125*

Village of O.P. - **400**, *2016 - 150*

During programs - **235**, *2016 - 711*

Other Outreach and Homebound Stats:

Outreach Circulation Stats: 832 items circulated with 990 checkouts and 115 renewals. *2016: 821 items circulated with 930 checkouts and 121 renewals.*

Visits to single-family homebound patrons totaled 16. *2016: Visits totaled 19.*

2 new homebound patron cards were issued and 1 discontinued. 2 cards were renewed. *2016: 2 new homebound library cards were issued. 1 cards discontinued. 4 cards were renewed.*

OS staff logged 381 reference transactions. *2016: 348 reference transactions.*

25 books were displayed on the table with 13 having been checked out. *2016: 48 books on display with 31 checked out.*

GRANTS/SPECIAL PROJECTS

Outreach Services worked on the upcoming Chinese Lantern Festival Celebration. Food sponsorships were obtained by Cathy DiGiorgio.

All plans for the WWI and America grant and traveling exhibit were finalized.

CUSTOMER SERVICE LOG

1/9/17 10:30am Smith Crossing visitation

The residents really appreciate the library service especially in the winter months, thanks.

1/11/17 7pm Meet the Artist program

A patron asked many questions and even showed interest in art classes that the artist gives.

1/11/17 7pm Financial Planning and Your Special Needs Child program

Patrons who attended said they really appreciated this program.

1/12/17 2pm Cabaret - Connie Marshall program

"Great program."

Several patrons said they had a wonderful time.

1/17/17 7pm Bell Bottoms, Disco, and Nixon: The 1970's program

Patrons said it was a great program.

"The presenter was a lot of fun."

1/18/17 7pm Ain't That a Kick in the Head program

"The presenter was excellent."

Others said they enjoyed the program.

1/19/17 6:30pm Maximizing Your Social Security program

"Very informative. So helpful for those of us looking at retirement."

"Where was this a year ago!?"

1/20/17 7pm Showcase - Old-Time American Music program

"Wonderful performance!"

"Like being transported to another time, almost."

1/21/17 1pm Maximizing Your Social Security program

"I'm so glad you did this program twice, so I could make it."

"The presenter was very knowledgeable, and very helpful."

1/24/17 7pm There is Life after Divorce program

"I didn't know what to expect. It's very comforting to know I'm on the right track."

1/27/17 6:30pm Friday Film Series - Florence Foster Jenkins program

"Thank you for all the great programs the library does."

Erin Fixel is promoted as Teen Librarian and her last date at Tech Services is Feb 7, 2017.

- OCLC ongoing holding upgrade for January 2017 is complete.
- All withdrawn titles and items are removed from the system.

- On Jan. 26, 2017, Wendy attended Boopsie Onboarding Meeting.

[illegible]

GRANTS/SPECIAL PROJECTS

- The over 2,500 items that were not-on-shelf have been cleaned and the collections are kept up to date.
- A new collection, VCR/DVD recorder is added into Polaris and the three items are available for circulating.
- For promoting library's services, Wendy helped to make You-Saved message available at client print receipt and email receipt.
- Wendy made 102 BiblioBoard classic works accessible at Polaris. These free ebooks are great resources for students and all others.

CUSTOMER SERVICE LOG

1/24/17 We received a DVD for repair. Call number had been incorrect for many years but patron found it and let us know. Comment: 1-20-16 "Hi There, I just wanted to give you guys a heads up. This film "The White Ribbon" is not a documentary or anything of the kind. I couldn't figure out why every time I looked for it in the DVD section it was gone. Not until I double checked, did I notice it was classified as nonfiction, (with the numbers 791.43 WHI) rather than in the German section of foreign films. So do with this information what you please. I just wanted to help. Thanks so much, you guys have a well-oiled machine running there." :)

Youth Services Board Report January 2017

PERSONNEL

Erin Faxel will begin her new position as full-time Teen Librarian on February 8

January 30 was Stuy Kerr's last day as YS part-time page.

January 24 was Tricia Golec's first day as part-time YS page.

Search begins for a part-time YS page and the part-time YS Reference I position has been reposted.

SERVICES/PROGRAMS/PROJECTS/CLASSES

Preschool Visits/Check-outs

In-House Preschool Visits: **98**

Preschool Visits: **66**

18 Paks checked out containing **379** items total

School Visits/Check-outs

Teacher Loan Card

89 check outs

PAL PAKS

30 PAKS/634 items

Books Alive Visits

10 visits with a total attendance of 556

1/9: High Point (3 visits)

3rd: 119

4th: 186

5th: 153

1/13: Center (1 visit)

2nd: 107

1/20: Prairie (2 visits)

2nd: 78

3rd: 142

1/23: Liberty (2 visits)

5th: 207

3rd: 103

1/30: Park (2 visits)

K: 121

1st: 98

Outreach events

(In-house) District 135 Jr High Social/Emotional Learning Committee **24**

CONTINUING EDUCATION/MEETINGS ATTENDED

Diane Norris-Kuczynski attended C.L.A.S.S. meeting Jan. 23, 2017 in Chicago Ridge

Becky McCormack attended Bluestem Meeting Jan. 28, 2017 in Rantoul, IL

STATISTICS

Youth Services Statistics

Category	Qty
Reference	3538
Ref Remote	213
Non-Reference	604
N-R Remote	81
Group Study	185
Teen Program Att	35

Youth Program Att 889

Combined Program Att 924

Guess Who? Presidents (passive) program.....53

Wolves Winter Reading (passive) programming.....25

GRANTS/SPECIAL PROJECTS

New item status was changed from a six (6) month to a three (3) month period.

DVD collection in YS was moved to the shelves closest to the aisle in preparation for future display shelving.

CUSTOMER SERVICE LOG

PRESCHOOL DESK

1/18/2017 10:45 am Family of triplets "Thank you for being so nice. We are from _____ Public Library and we don't go there because we get dirty looks." Cathy Riffice

1/24/17 12:43 pm Grandma with granddaughter "She didn't use to like the library, now she loves it! She has a baby brother at home so we come here to give mom a break." Diane Norris Kuczynski

JUNIOR DESK

1/2/2017 11:43 am Grandmother picking out DVDs. "A few months ago I was in with my older grandchildren and we sat down to play checkers. It was wonderful--we don't usually communicate, but it opened up a line." Kara DeCarlo

1/12/17 8:00 pm Family leaving after Night Owls. "The storyteller was really good in storytime. She really kept my son's attention." Kara DeCarlo

1/19/17 11:00 am Preschool and storytime converged. "We love it here! There are so many children here for my son to interact with." Diane Norris Kuczynski

1/19/17 11:00 am Patron with child at Junior Desk. Patron commented in glowing terms how friendly the librarian at the Preschool Desk was to her child.

1/20/17 1:15 pm Mom with toddler and new baby. "I didn't know babies could come in to the library. This place is wonderful. We could stay all day." Diane Norris Kuczynski

1/21/17 9:23 am Grandmother coming to YS Department with grandkids. "This is a beautiful library." Stephanie Thomas

1/24/17 10:00 am Mom and daughter checking out a Book Bundle. "You do a great job putting these [Book Bundles] together. They're so cute." Amy Najewski

1/25/17 1:30 pm Moms at storytime. "You can tell you really love your job. You're really good at it, too!" Stephanie Thomas

1/31/17 11:35 am Caregiver leaving with three children. "It was a great story hour. Thank you." Amy Najewski

TEEN DESK....No entries

DRAFT

PAYMENT FOR UNUSED VACATION TIME

Full-time and Part-time employees may not receive monetary compensation in lieu of unused vacation. Staff leaving the Library's employ shall receive a lump-sum payment for any acquired, unused vacation leave at their concluding rate of pay.

HOLIDAYS

The Library shall be closed all day on the following holidays and shall give its full-time employees holiday pay for these days.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Part-time employees, beginning with the second year of employment, will receive holiday compensation (4 hours) for the following holidays:

New Year's Day
Memorial Day
Independence Day
Christmas Day

SICK LEAVE

The purpose of sick leave is to provide protection for employees when they are ill or a member of their immediate family is ill. Employees may use sick leave benefits to cover absences due to an illness, injury or medical appointment of the employee's child, **stepchild, adoptive child, spouse, domestic partner**, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent, for reasonable periods of time, on the same terms as an employee may use the time for his/her own illness/injury. Full-time employees must maintain at least 18 of their 36 accumulated days to use for their own absence under this policy. Part-time employee must maintain at least nine hours of the 18 they accumulate to use for their own absence under this policy.

RATE

Full-time employees accrue one day of sick leave for each calendar month they are employed, credited at the beginning of each month of service. Part-Time employees accrue one hour of sick leave for each calendar month they are employed, credited at the beginning of each month of service.

Requests or an extension of a general leave of absence should be submitted in writing to the Library Director for re-evaluation, and will be considered in accordance with applicable law.

TEMPORARY CHANGE TO PART-TIME STATUS FOR SPECIAL LEAVE

Employees with at least three (3) years continuous, full-time service may request change of status from full-time to part-time for a period not to exceed three (3) months in duration for purposes of continuing education, study, child care and/or family illness. Granting such leaves of absence shall be subject to variables such as the number of employees already on change of status or leaves of absence, previous changes of status and/or leaves of absence of that particular employee and the operational needs of the Library. Employees requesting a change of status for special leave should provide a reasonable advance notice prior to the beginning of the temporary part-time status and reasonable advance notice of intent to return to full-time status if more than two (2) weeks earlier than the initially specified date for termination of the temporary part-time status.

During temporary part-time status the employee shall continue to participate in IMRF and will retain health insurance coverage if the Library's benefit plan allows it.

BEREAVEMENT

Paid bereavement leave not to exceed three working days may be granted by the Library Director to an employee who has suffered the death of a loved one in their immediate family. For the purpose of this policy, immediate family includes: spouse, domestic partner, child, stepchild, adoptive child, parent, brother, sister, step-parent, step-sibling, mother- or father-in-law, son- or daughter-in-law, grandparent, grandchild, great grandparent, great grandchild, sister- or brother-in-law. Part-time employees shall be paid only for work hours already scheduled during this bereavement leave.

Employees wishing to attend the funeral of someone other than immediate family must make arrangements with the department head or the Director.

Bereavement leave of up to three (3) days may be granted by the Director for a special significant relationship, if not one of those listed above. (Request for Time Off [Appendix I.1](#)). In the event an employee requires more than three (3) days, the employee may request to use vacation, personal business or unpaid time off. Furthermore, an employee who has been employed by the Library for at least 12 months and worked at least 1,250 hours in the last 12 months may be entitled to take up to two (2) weeks of time off for the death of the employee's child. Three days of this time will be paid pursuant to this bereavement policy, and employees may use available vacation or personal hours or take unpaid time off for the remainder of the two-week period. Should an employee experience the death of more than one child in a 12-month period, the employee may take up to six weeks of unpaid leave.

In certain circumstances, proof of the need for the leave may be required.

Policy and Procedure Manual	Section B.5
Public Policy Unattended Children's Policy	Issued : September 20, 2004 Amended February 20, 2017 Approving Authority: Board of Library Trustees

Unattended Children's Policy

The Orland Park Public Library encourages children of all ages to visit the Library with their parents to take advantage of the resources available to meet their informational, educational and recreational needs. The Library Board asserts that it is the responsibility of the parent to insure the appropriate behavior of their children in the Library. The Library encourages parents to consider the safety of their minor children, as well as the well-being and needs of other Library patrons and to talk with their minor children about appropriate behavior in the Library.

The library staff is committed to helping children with activities related to the Library. However, Library staff is not responsible for the supervision of children left unattended by their parents. The Library is an open and public building. Staff cannot assume responsibility for the supervision and safety of children. It is a parent/adult caregiver's responsibility to closely supervise and provide for the safety of their children. Children age nine and under must be accompanied by, attended to and within the visual range of a parent or other responsible person sixteen (16) years of age or older who is present at all times in the Library, except during specialized programming for children, which are designed and suitable for attendance by children without parental supervision. ~~Such program announcements will so indicate and for those programs, the child may be left unaccompanied and unattended for no more than 15 minutes before the scheduled start of the program, during the duration of the program and no more than 15 minutes after the end of the scheduled program. In those cases, if the parent or adult caregiver intends to be absent from the Library, they must leave word at the Youth Services desk as to their whereabouts and provide a telephone number where they or a responsible adult can be contacted.~~ The parent or other responsible person sixteen (16) years of age or older must remain in the library at all times. ~~adult at all times.~~ Children whose behavior causes a problem for staff or other patrons will receive a warning, and if their behavior persists, they will be asked to leave the Library. Children ten (10) years of age or older may use the Library unattended by an adult, subject to other Library rules and policies concerning behavior, conduct and demeanor.

Library hours are posted and the building is locked promptly at closing. Children left at closing will wait outside the Library. The Library assumes no responsibility for children left unattended at closing. The appropriate authorities ~~will~~ **may** be contacted for any children left after the Library closes.

Adopted by the Board of Library Trustees on September 20, 2004; Amended February 20, 2017

Policy and Procedure Manual	Section B.8
Public Policy Reference and Readers' Advisory Service Policy	<p>Issued: December 19, 1988, Amended June 18, 1990, Amended October 16, 1995, Amended April 16, 2007. Amended August 17, 2009. Amended February 20, 2017.</p> <p>Approving Authority: Board of Library Trustees</p>

Reference and Readers' Advisory Service Policy

Reference and readers' advisory service is a major role of the Orland Park Public Library. The following policy is designed to ensure that all patrons receive the highest possible level of service.

Goals

The goal of reference and readers' advisory service is to provide accurate **information, materials and** answers to library patrons' questions by trained staff members during all hours the library is open **within the limits imposed by available resources and the Library's policies, practices and guidelines.**

- To provide materials and services to meet users' needs for timely, accurate, and useful information.
- To provide trained staff to assist patrons and facilitate access to the library's collections and cooperative resources.
- To assist patrons in the use of reference resources, library materials and in the development of research strategies [in multiple formats.](#)
- To provide readers' advisory service [in multiple formats.](#)
- To provide efficient referral and effective follow through including interlibrary loan, resource sharing and supplementary reference services to Orland Park Public Library cardholders.
- To keep the community well informed about the reference services and resources available and encourage their use.

Ethics and Standards

~~The staff of the Orland Park Library strives to handle all inquiries with impartiality and confidentially in a courteous and efficient manner. Effort is made to answer all kinds of questions. No distinction is made about the purpose of the inquiry or the use of information.~~

Reference service shall be provided to all users on an equal, nondiscriminatory and nonjudgmental basis. All requests are treated confidentially, courteously, and without regard to age, race, national origins, gender, sexual orientation, background, appearance social or economic status of personal view of the patron making the inquiry Names of users and the transactions which occur between users and the staff are confidential and except as may be required by law, not discussed outside a professional context.

The library subscribes to the American Library Association's Code of Professional Ethics accessible online: <http://www.ala.org/advocacy/proethics> .

~~The library meets the reference standards established by the Metropolitan Library System.~~

Availability of Service

The Orland Park Public Library provides reference and readers' advisory assistance to any patron requesting it, regardless of residency. ~~Access to services of the Metropolitan Library System is offered only to Orland Park Public Library cardholders.~~

Reference and readers' advisory service is provided by professionally trained staff during all hours the library is open. The entire collection—juvenile and youth, teen, and adult, circulating and non-circulating—is available to patrons of all ages in multiple formats.

Inquiries are accepted in person, by telephone, by electronic means and through the mail. Requests will generally be handled in the order in which they are received. However, priority is given to in-person requests. ~~Staff will, however, complete a telephone question and/or Instant Message in process before attending to an in-person request. Answering questions~~ Providing reference and readers' advisory service has priority over other staff assignments.

If information appropriate to the patron's need is not available in the library, referral will be made to local or regional resources. ~~the Metropolitan Library System's Interlibrary Loan, and/or other libraries.~~ Staff will verify that the needed information is available from the source referral.

Whenever possible, answers to questions will be provided during the patron's visit or telephone call. ~~When other patrons are waiting, staff may have to limit the initial amount~~

~~of time spent serving an individual patron but follow-up attention will be given. Staff will attempt to answer a patron's question within a patron's required deadline. If necessary, staff will inform the patron that a longer response time is needed or that assistance should be sought from another library or agency. Otherwise, questions usually will be answered, referred or a status report given within 24 hours. A longer response time will be negotiated with the patron when staff needs additional time to locate the needed information.~~

Providing Service

Reference staff will use all available sources of information to answer questions. This includes, but is not limited to books, periodicals, electronic databases, the Internet, government agencies, associations, and organizations. ~~Long distance telephone calls and/or email may be used to answer questions.~~ Citations to sources of information will be given when questions are answered. ~~The producers of a resource, not the library, are responsible for resource accuracy.~~

~~The librarian's personal opinion will never be given as fact. While~~ The librarian will provide sources of information, ~~information will not be interpretation. ed and.~~ The librarian will not offer legal, medical, or tax advice ~~or provide opinions, advice, or interpretation of information beyond the scope of their training in library reference work.~~ Staff will not provide the following kinds of assistance, which is deemed to be beyond the scope of the Library's service responsibilities such as:

1. Critiquing or editing patron documents, including resumes for job seekers;
2. Completing forms (including online forms) for patrons, or assisting patrons in completing such forms;
3. Solving or troubleshooting problems with patron's personal computers or other electronic devices. (In such instances, staff is permitted to assist by attempting to locate relevant instructions and similar kinds of information for patrons); and
4. Translations will not be provided except in response to a patron's request for reference service when the patron does not speak English. This will only be provided if a person on staff with appropriate expertise is available. For all other transactions, staff will refer patrons to other appropriate resources to obtain information regarding translators.

~~If it is not possible to answer a question by the above means,~~
Questions will be referred to another agency, when appropriate.

Staff will guide people doing extensive research or compiling large amounts of information to appropriate sources. Reading and interpretation of materials is the patron's responsibility.

Service to Schools

In recognition of the library's role as an educational support center, the Orland Park Public Library will cooperate with all local elementary and secondary schools, along with

area colleges. Assigned staff members will coordinate with local schools on assignments and services. Attempts will be made to organize the library's response to assignments that are common to several school classes. Where appropriate, books will be pulled and placed on in-house reserve to ensure that adequate resources are available for all students. [eResource instruction may be provided to schools served by the library.](#)

Fees

Most reference and readers' advisory service at the Orland Park Public Library is delivered without charge. Patrons using photocopiers and/or printers will be charged a per page fee. Any fees charged by the lending institution will be incurred by the patron.

Service to Non-Orland Park Public Library Cardholders

The Orland Park Public Library does not provide Interlibrary Loan Services to cardholders from other libraries. Remote access to some databases is reserved for Orland Park Public Library cardholders

~~Evaluation of the Reference and Readers' Advisory~~

~~This policy will be reviewed every three years by the Library staff, administration, and the Board of Library Trustees.~~

Approved by the Board of Library Trustees on: December 19, 1988, Amended June 18, 1990, Amended October 16, 1995, Amended April 16, 2007. Amended August 17, 2009. [Amended February 20, 2017.](#)

Policy and Procedure Manual	Section B10.2
Media Photographing and Videotaping Policy	Issued : February 16, 2009 Amended February 20, 2017 Approving Authority: Board of Library Trustees

Media Photographing and Videotaping Policy

The Orland Park Public Library may accommodate requests for photography or filming provided such photography or filming does not interfere with ordinary Library operations or a patron's right to privacy. Photography or videography is generally permitted if it is for general library promotion by the media, student projects and/or strictly for personal use. In order to reduce distractions and protect the rights of library patrons and staff, photographing and videotaping on library property are restricted as follows:

- 1. Permission from Library:** All photographers and videographers must notify the Public Information ~~Coordinator~~ **Manager** at least 24 hours prior to visiting the library. Approval by the Library Director or Public Information ~~Coordinator~~ **Manager** is required so proper arrangements can be made. All photographers and videographers must check in and check out at the Information Desk in the library lobby. Members of the media will be given a badge to wear while photographing and videotaping on library premises. Library staff should immediately report any members of the media who are photographing and videotaping on the premises without the proper credentials to the person in charge (PIC). **In all instances, the Library reserves the right to cease photography or filming if it results in disruption of the ordinary Library environment or operations.**
- 2. Permission from Subjects:** Under no circumstances may the public or members of the media take photographs, ~~or~~ videotape, **or live stream** without the express permission of any Library patrons or staff who would be prominently included within the composition. If any person to be photographed or videotaped is under 18 years of age, permission must be obtained by the photographer or videographer from a parent or adult guardian on behalf of said minor child. **Individuals who photograph or film inside the Library must honor requests from patrons and staff who do not want to be included in photos or film.**

3. **Requests for permission to photograph or videotape for commercial purposes:** No commercial photography or filming may occur in the Library without the prior permission and approval of the Library Director, or his/her designee. Requests must be submitted in writing for approval by the Library Director at least 30 days prior to visiting the Library.

Approved by the Board of Library Trustees February 16, 2009; Amended on February 20, 2017

Policy and Procedure Manual	Section B 10
Public Policy Program Attendance Policy	Issued : February 19, 2007; Amended March 15, 2010 ; Revised March 18, 2013; Amended February 20, 2017 Approving Authority: Board of Library Trustees

Program Attendance Policy

It is the intent of the Orland Park Public Library to offer a variety of programs that promote the enjoyment of reading and provide information, education and cultural enrichment to the community.

Children and Teen Programming

Programs requiring registration are offered first to Orland Park Public Library cardholders. Registration may be done in person, or online. Every program registrant must register under their own library card number. Cardholders from other libraries may register beginning seven days after Orland Park Public Library cardholders' registration starts. Cardholders from other libraries must register in person [and present their home library card.](#)

Programs not requiring registration are offered to cardholders from other libraries on a first come, first served basis if the maximum attendance by Orland Park Public Library cardholders has not been reached at the time the program commences.

Children must be the minimum age required at the beginning of the program session they are attending. Parents are responsible for their children and should not leave the library during a program.

Patrons who repeatedly fail to attend programs they have registered for may be refused admittance to future programs.

Adult Programming

Adult programs are open to both Orland Park Public Library cardholders and non-cardholders. Some programs may require registration. Registration may be done in person, or online for Orland Park Public Library cardholders. Every program registrant must register under their own library card number. Cardholders from other libraries must register in person [and present their home library card.](#)

Summer Reading Program

The Orland Park Public Library offers a reading program during the summer months for all ages. Children and teens attending schools where Youth Services' staff promote our summer program will be able to participate, but must have a valid library card from their home library. Young siblings of those children will also be able to participate as a member of the family. Library cards for those children will be required if their home library policy issues them to this age level.

Computer Classes

Computer classes are offered to non-cardholders on a first come, first served basis if the maximum attendance by Orland Park Public Library cardholders has not been reached at the time the class commences.

**Program Attendance Policy adopted by the Board of Library Trustees
on February 19, 2007 ; Amended March 15, 2010 ; Revised March 18, 2013; Amended
February 20, 2017**

Policy and Procedure Manual	Section B10.3
Program Participant's Consent Policy	<p>Issued : February 16, 2009 Amended February 20, 2017</p> <p>Approving Authority: Board of Library Trustees</p>

Program Participant's Consent Policy

The Orland Park Public Library issues newsletters, updates its website and produces public affairs materials dealing with library services and programs. **The staff of the Library regularly takes photographs or videos of patrons and staff at library sponsored programs, workshops, classes and in other library spaces.** Photographs, video recordings, and audio recordings of library program participants produced for these purposes help the library illustrate scope and benefits of library use.

By participating in library programs, **workshops, and classes**, a participant consents to **be photographed and/or filmed and to the** use by the Library of the participant's image in photographs, video recordings, and audio recordings in library newsletters, the website, and/or public affair materials. In addition to publication in the Library newsletter and newspapers, these images may be accessible to the public on the Library's web site, as well as on social networking sites, such as, on Flickr and YouTube.

The Library will not name persons in photographs without their permission or, in the case of participants who are minors, **their parent's consent**. If a library program participant does not wish himself/herself or his/her child to be photographed, the patron must notify the library staff to that effect.

Approved by the Board of Library Trustees February 16, 2009; Amended February 20, 2017

Policy and Procedure Manual	Section B.3
Public Policy Display Policy	Issued :September 20, 2004 Amended February 20, 2017 Approving Authority: Board of Library Trustees

Display Policy

The Orland Park Public Library welcomes the opportunity to allow individuals, community groups, and organizations, and individuals to submit for approval collections for use the various display areas of the library. The purpose of the library's display facilities is to increase public awareness of the library's resources and to fulfill its mission to promote intellectual freedom, life-long learning and the enhancement of educational, historical, cultural, civic and recreational activities. ~~Groups using the facilities for displays and exhibits shall further one or more of these purposes:~~ Exhibits are not accepted for entrepreneurial or commercial purposes, for solicitation of business, for profit or fundraising by outside groups. Religious and political recruitment are similarly prohibited. Exhibits and collections shall further one or more of these purposes:

1. To display high quality original art, crafts, photographs or ~~writings of local or Illinois artists, museum pieces.~~
2. To display interesting collections or hobbies of local residents.
3. To display the collections of historical societies, clubs and organizations.
4. To highlight the activities or issues of interest to, local organizations and agencies engaged in educational, historical, recreational, cultural, intellectual, or charitable activities.
5. To promote a theme related to library services, collections, or programs.
6. To bring together library materials from several subject areas that relate to a theme of current interest.
7. To highlight current issues, events, or other subjects of public interest.

The final decision as to suitability of materials in the display area will be made by the ~~Display Committee~~ corresponding departments of control and the Library Director. The library reserves the right to refuse display space to any exhibit. ~~which, in its opinion, do not further the~~

~~purposes mentioned above.~~ The library does not accept responsibility for ensuring that all points of view are represented in any single display.

~~Priority for displays and exhibits is given in the following order:~~

~~1. Library and library groups~~

~~2. Official agencies and boards of governments serving the Village of Orland Park~~

~~3. Non-Profit groups~~

~~4. Businesses for non-commercial use~~

Granting of permission to display materials does not imply library endorsement of **an exhibit's** content; nor will the Library accept responsibility for the accuracy of statements made in such materials **or the exhibit**. The Library assumes no responsibility for **the preservation, protection**, loss, damage, **theft** or destruction of items left for display. Groups or individuals must provide their own insurance on the items they display at the library. **All items placed in the Library are at the owner's sole risk. The exhibitor will be responsible for delivery and removal of the exhibits and displays. The exhibitor must remove all packaging materials from the Library once the exhibit has been installed, and the exhibitor is responsible for bringing all necessary packaging materials for removal of the exhibit during deinstallation. On delivery of the exhibits to the Library, the exhibitor will assume responsibility for the installation and arrangement of the exhibit with the typical display equipment [provided by the Library and subject to the direction and approval of Library staff. If the exhibitor requests any display equipment which the Library does not have available, such equipment must be approved by the Library and shall be provided at the exhibitor's expense. The exhibitor is not allowed to alter walls or hanging spaces, to put holes in the walls or to damage any structure in the Library and shall be responsible for any damage to Library property. The exhibitor may not, to better present his or her work, alter any part of the Library's structure. Items shall not be placed in locations such that they create a hazard for visitors.**

The Orland Park Public Library shall have the final decision on the arrangement of all exhibits and displays and reserves the right to reject any or all parts of an exhibit or change the manner of the display.

~~The Library's insurance policy covers only items owned by the Library.~~ The library will not provide storage for the property of organizations or individuals displaying in the library. All displayers are required to sign an Exhibit Release which releases the library from any responsibility for display items. **The exhibitor acknowledges that no bailment is intended by this Policy.**

~~All displays must meet existing State and Federal laws on obscenity, libel, defamation of character, or invasion of privacy.~~ **The Library does not regulate the content of an exhibit but has the right to refuse any exhibit that it deems inappropriate in light of the Library's mission. In addition, an exhibit:**

- **Shall not violate state or federal laws prohibiting obscenity, libel, defamation of character, invasion of privacy or dissemination of indecent material to minors;**
- **Cannot directly or indirectly solicit donations;**
- ~~Cannot contain audible presentations of any kind;~~

- Cannot contain nudity or sexually explicit materials;
- Cannot exhibit items being offered for sale; and
- Cannot contain items that would reasonably be deemed to be a threat to public health or safety, including but not limited to open flames, flammable or combustible containers, hazardous chemicals and materials, fireworks, smoke machines or pyrotechnics of any type.

All exhibits are chosen without regard to race, gender, disability, culture or sexual orientation.

Displays may not oppose or support either a candidate for elective office or an issue appearing on the ballot.

Name and contact information for the individual or group ~~or individual preparing~~ loaning the display ~~shall~~ may be a part of the display.

Library display space may not be used as a sales gallery.

The Board of Library Trustees reserves the right to amend this policy at any time. The Library reserves the right to cancel any reservation for a display due to unforeseen circumstances. The Library may also deny access to the display areas to an individual or group that has failed to follow the rules and regulations for displays.

The Library reserves the right to use images of any booked collection to promote exhibitions.

The Library reserves the right to remove any display or exhibit that the exhibitor has not removed by the agreed upon end date. In the event that the exhibitor does not reclaim the display materials within thirty (30) days of the end of the scheduled display, the Library will give written notice to the owner that the exhibit is to be considered abandoned. The notice states a date after which the Library will dispose of the exhibit in whatever manner it sees fit.

Each display exhibitor will be encouraged to provide a brief informative article and photo, if desired, for use in Library publications and on the Library website.

The exhibitor hereby grants to the Library the right to use the exhibitor's name, the exhibit/artwork's name, any photographs, pictures and recordings of the exhibit/artwork and exhibitor for publication and use as the Library deems appropriate.

The exhibitor gives the Library permission to allow the exhibitor's exhibit/artwork to be included in any motion picture, television production, photograph's and/or still photo shoots taken within the Library. In addition, the exhibitor gives permission to the production company and/or photographer to exhibit all or any part of film or photographs throughout the world.

All displays and exhibit rules and regulations and policies, as well as any manner not specifically covered in this written policy, are subject to final interpretation review by the Library Director. The decision of the Library Director in all matters shall be final and binding on all exhibitors.

Kiosks and Bulletin Boards

The materials for the Community Connection wall, information kiosks, and free newspaper racks must meet the purpose set forth by number four above and be approved by the Public Information Manager. The Community Connection wall, information kiosks and free newspaper racks are not intended as a forum for the expression of views or opinions of individuals or groups.

Priority for brochures, flyers, free magazines, and free newspapers displayed on the Community Connection wall, information kiosk, and newspaper racks is given in the following order:

1. Library and library groups
2. Official agencies and boards of governments serving the Village of Orland Park
3. Non-Profit groups
4. Businesses for non-commercial use

The Community Connection wall, information kiosk and newspaper racks are located in a public space, so all materials on or in them must be appropriate to viewing by all ages. The information contained therein does not indicate Library endorsement of the ideas, issues or events promoted by those materials.

Organizations wishing to place materials on the Library's Community Connection wall, information kiosk or the newspaper racks must have the materials approved by the Library Director. Unapproved materials and materials posted without authorization shall be removed. In fairness to the numerous community groups, the Library may limit the frequency with which materials may be posted by the same organization.

Under no circumstances may the Community Connection wall, information kiosk or the newspaper racks be used to advertise items or services for sale with the exception of those associated with the Friends of the Orland Park Library or be used for items relating to political campaigns or the adoption of federal, state or local legislation.

All notices shall be posted for as long as possible prior to date of an event, depending upon availability of space. Staff shall promptly remove all notices after an advertised event has taken place. Notices that are not date sensitive may be posted for up to three (3) months, space permitting. Provided, however, notices may be removed when they are no longer timely or when space is required for more current items.

The Library assures no responsibility for the preservation, protection or possible damage or theft of any item posted or distributed. All items placed on the Community Connection wall, information kiosk and newspaper racks or in the Library are done at the owner's sole risk. Materials may not be returned

The Library Director is authorized to establish reasonable regulations governing use of the display areas.

This policy is not all-inclusive; approval of individual display situations not described here will be determined by the Library Director.

Adopted by the Orland Park Public Library Board of Library Trustees on September 20, 2004; Amended February 20, 2017

Policy and Procedure Manual	Section A 3
Governance and Organizational Structure Bylaws of the Board of Library Trustees	Issued : January 15, 1990, Revised November 19, 1990, Revised November 20, 2006; Revised May 17, 2010 Revised March 20, 2017 Approving Authority: Board of Library Trustees

BYLAWS OF THE BOARD OF LIBRARY TRUSTEES

ORLAND PARK PUBLIC LIBRARY

AILEEN S. ANDREW MEMORIAL

The Orland Park Public Library was established by Public Referendum on April 30, 1941 and will be conducted as a public library, in accordance with statutes of the State of Illinois for the use and benefit of the Village of Orland Park. It is financed by a special tax, levied by the Board of Library Trustees on taxable property within the village. The library is governed by a Board of Trustees, whose members are elected by the citizens of the Village of Orland Park. The Orland Park Public Library, and its Board of Library Trustees, hereinafter referred to as the Library, exist pursuant to the Illinois Local Library Act, Chapter 75 ILCS Act 5 of the Illinois Compiled Statutes (the "Act") as a local governmental entity of the Village of Orland Park and has powers as are now or may hereafter be granted by said statutes. A specific responsibility of the Board is adoption of the policies and regulations governing the operations of the library.

The Orland Park **Public** Library Board of ~~Library~~ Trustees recognizes that the implementation of library facilities shall include three basic goals:

1. The provision of materials suited to the needs of the community as they become evident, designed to provide information, entertainment, and personal development;
2. The encouragement within the community of intellectual and cultural pursuits through the direction and active participation in suitable programs for all age groups; and
3. The maintenance and development of adequate facilities and personnel to accomplish the first two goals.

Membership on the Orland Park Public Library Board of Trustees consists of seven (7) persons duly elected for respective terms designated on ballot. Term of office will be for six (6) years.

Number, Tenure, and Qualifications

The number of Trustees shall be seven (7), as provided by the Act, elected in accordance with general election laws of the State of Illinois to hold office for six (6) years or until their successors are elected and qualified. Nominations for the office of Trustee shall be by petition filed with the Village Clerk of the Village of Orland Park as prescribed by the Illinois General Election Law. All nominees must be residents of the Village of Orland Park.

Election

~~Nominations for the position of Library Trustee shall be by petition, signed by at least 50 legal voters residing in the village. The election of the Library Trustees shall be held on a separate ballot with the names of the candidates listed in the order that their respective petitions are filled. All candidate must be residents of the Village of Orland Park. Such ballots shall not designate any political party, platform or political principle. The cost of conducting such election shall be borne by the incorporated village.~~

~~Successful candidates will be sworn in as Library Trustees at the next regular meeting of the Board of Library Trustees following the election.~~

Vacancy in Office of Trustee

Any vacancy occurring on the Board may be filled by the remaining Trustees until the next regular Library election at which time a Trustee shall be elected for the unexpired term of his/her predecessor in office, unless the vacancy occurs with less than 28 months remaining in the term and occurs less than 88 days before the next regular scheduled election for this office, in which case the person so appointed shall serve the remainder of the unexpired term and no election to fill the vacancy shall be held.

The Board of Trustees may declare a vacancy pursuant to Section 4-4 of the Act.

~~If a vacancy occurs on the Board of Library Trustees, the vacancy shall be filled by an appointment by the remaining Trustees until the next annual library election, at which election a person shall be elected to fill the vacancy. This may be either a full or partial term of office.~~

~~The Board of library Trustees may declare a vacancy where any person serving as a trustee is no longer a resident of the Village of Orland Park, or where any person who has been elected or appointed and qualified, fails or neglects to serve as a Board member.~~

~~Absence without cause from all regular Board meetings for a period on one (1) year shall be a basis for declaring a vacancy.~~

Current employees may not serve on the Board of Library Trustees.

Indemnification of Trustees, Employees and Volunteers

If any claim or action not covered by insurance is instituted against a Trustee of the Orland Park Public Library out of an act or omission by a trustee acting in good faith for a purpose believed to be in the best interest of the Orland Park Public Library; or if any claim or action not covered by insurance is instituted against an employee or volunteer of the Orland Park Public Library allegedly arising out of an act or omission occurring within the scope of his or her duties as employee or volunteer; the Orland Park Public Library shall, at the request of the Trustee, employee, or volunteer:

- a. Appear and defend against the claim; and
- b. Pay or indemnify for a judgment and court costs, based on such claim or action; and
- c. Pay or indemnify for a compromise or settlement of such claim or action, providing the settlement is approved by the Board of Library Trustees.

For the purpose of this Section, the term trustee, employee and volunteer shall include a former trustee, employee, and volunteer of the library. This indemnification shall not apply if the Board of Library Trustees finds the claim or action is based on malicious, willful, or criminal misconduct. In such cases, indemnification will be determined after an investigation of the facts.

In each instance in which a question of indemnification arises, entitlement thereto shall be determined by the Board acting by a quorum consisting of persons who are not parties to said action, suit or proceedings; provided, however, that a person who has been wholly successful, on merits or otherwise, in defense of a civil action or proceeding of the character described in above paragraph shall be entitled to indemnification. If a quorum is not obtainable with due diligence, entitlement to indemnification shall be determined by the Board upon written opinion of legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct has been met by such person.

Compensation, Expenses and Ethics

Trustees shall serve without compensation and are subject to all fines and charges imposed by the Library on patrons. Trustees shall be reimbursed ~~their actual and~~ necessary expenses incurred in the performance of their Library duties from Library funds subject to the *Resolution For Reimbursement of Travel, Meal and Lodging Expenses to Comply with the Local Government Travel Expense Control Act (50 ILCS 150).* ~~and for all reasonable expenses incurred as representative of the library.~~

All trustees may request membership in the Illinois Library Association and the American Library Association upon request to the Board, and such membership fees

shall be paid by the library. ~~Trustees may participate in the discount purchase program for materials purchased by the Library.~~

Conflict of Interest

No Trustee shall have an interest in any contract with the Library prohibited by the Public Officer Prohibited Activities Act (50 ILCS 105/3, et seq.) and no Trustee or employee of the Library shall engage in any business or transaction, or have a financial or personal interest, whether directly or indirectly, that is incompatible with the proper discharge of his or her official duties in the public interest or that may tend to impair his or her independence of judgment or action in the performance of such official duties.

Trustees and employees so required shall promptly file a copy of his or her annual Statement of Economic Interests. The copy of the statement filed shall be a true and correct copy of the statement required to be filed annually with the Cook County Clerk pursuant to the Illinois Governmental Ethics Act, as from time to time amended (5 ILCS 420/4A).

Each year, each trustee is responsible for filing an Ethics statement of disclosure with the Cook County Clerk at such time as may be required under applicable law.

Conference Attendance and Travel

Trustees are encouraged to attend community or local library events and will be reimbursed for all reasonable expenses incurred. Attendance requires prior approval by the Board. Attendance by more than two members requires a special vote by the Board. When several members apply, special consideration will be given to years of service, offices held, and chairmanship of particular committees whose attendance could benefit the functioning of the library. *All reimbursements for travel, meal, lodging expenses are subject to the Resolution For Reimbursement of Travel, Meal and Lodging Expenses to Comply with the Local Government Travel Expense Control Act (50 ILCS 150).*

~~Reimbursable expenses include the reasonable cost of transportation, meals and lodging. A completed expense form, with receipts, is required before reimbursement is made.~~

~~—1. Transportation~~

~~Library trustees using private vehicles for library business are subject to the Policy on the Use of Private Vehicles on Library Business and will be reimbursed at the Internal Revenue Business rate. (See Policy on operation of library-owned vehicles and use of private vehicles on library business.)~~

~~Those traveling must use the most cost-effective ground transportation available, considering cost, time, and availability and scheduling. Ground transportation includes taxi, airport or hotel provided shuttles, rental autos and~~

~~personal vehicles. Public transportation requires a receipt unless one cannot be obtained.~~

~~Common carrier transportation should be used for long trips. If private vehicles are used for a trip, the amount reimbursed shall be the lesser of either common carrier air fare or mileage.~~

~~— Air travel shall be in coach or economy class.~~

~~— 2. Parking, car rentals and tolls~~

~~All parking, car rental, shuttles, taxi and toll charges incurred while traveling on library business or while attending approved professional activities or meetings shall be reimbursed upon submission of receipts.~~

~~3. Lodging~~

~~— The library will reimburse the entire expense of lodging in a designated conference hotel or equivalent.~~

~~4. Meals and Incidentals~~

~~There will be a per diem amount for meals and miscellaneous expenses that will not exceed 75% of the per day, single-occupant room rate at the hotel designated by the Conference and/or approved by the Library~~

~~For activities that do not require lodging and do not include meals, the reimbursement limit per day is \$50.00.~~

~~Hotel costs will not be reimbursed for conferences taking place in the metro Chicago area unless specifically authorized by the Board of Library Trustees.~~

~~— 5. Registration fees~~

~~Fees required for attendance at library related activities, such as conferences, meetings and workshops, and at other job related organization or civic meetings, such as the Chamber of Commerce, shall be fully paid by the library.~~

~~6. Other reimbursable expenses~~

~~— A. Telephone calls~~

~~— 1. local calls on library related business~~

~~— 2. long distance calls on the library's behalf~~

~~— 3. long distance personal telephone calls~~

~~— The library will provide a long distance calling card for use for personal calls while traveling on library business. The card will be returned to the business office upon the completion of the trip. Personal calls placed without the use of the card or in excess of the card's value will not be reimbursed.~~

Other incidental expenses as approved by the Board of Library Trustees

~~7. Non-reimbursable expenses~~

~~The library's policy is to reimburse its staff and Trustees for all reasonable and necessary expenses incurred on behalf of the library. There are specific types of expenses that are considered to be personal and therefore not reimbursable.~~

~~These include, but are not limited to, the following:~~

- ~~❖ Any travel, hotel and meal costs incurred by immediate family members accompanying the library representative on official library business.~~
- ~~❖ If personal travel is combined with business travel, any additional expenses related to the personal travel.~~
- ~~❖ Expenses, such as dry cleaning, personal entertainment, health and fitness services, airline insurance, alcohol, barber, shoe shine.~~

8. Process for reimbursement

Requests for reimbursement must [comply with the Resolution For Reimbursement of Travel, Meal and Lodging Expenses to Comply with the Local Government Travel Expense Control Act \(50 ILCS 150\)](#) and be accompanied with original receipts unless impractical (mileage) or when this policy exempts submission of a receipt (public transportation). When attending a conference or a meeting, a copy of the schedule of events for that activity must be submitted with the request for reimbursement. Items submitted for reimbursement that are not supported by a receipt, when applicable, will not be paid.

Major travel and activity expenses will be reimbursed by check, usually at the regular time of the month when other library bills are paid. Minor reimbursements may be paid from petty cash at the discretion of the Business Finance Manager.

Where appropriate and with the approval of the Board of Library Trustees, the library will prepay transportation, registration and hotel expenses.

Officers

Trustees will hold a biennial election at the May meeting for the offices of president, vice-president, treasurer, and secretary. [If the election of officers shall not be held at said meeting, such election shall be held as soon thereafter as practicable.](#) In the event of a resignation from

an office, an election to fill the unexpired term of that office will be conducted at the next regular meeting of the Board Vacancies may be filled or new offices created and filled at any meeting of the Board as provided by law. Each officer shall hold office for a term of two (2) years or until his/her successor shall have been duly elected.

Removal

Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Library would be served thereby.

Duties of Officers and Board Members

President: Shall preside at all meetings of the Board, appoint all standing and special committees and shall be ex-officio member of all committees and perform all other such duties as may be assigned by the Board. The President shall not serve more than two consecutive terms unless by unanimous Board consent.

Vice-President: The vice-president, in the absence of the President, shall assume all duties of the President and shall preside over meetings when the President is absent. The vice-president shall perform all other such duties as may be assigned by the Board. Shall preside over meetings when the President is absent.

Treasurer: Shall maintain the accounts and financial records for all funds and securities of the Library and file accurate reporting at any time on the financial condition of the Library. Shall sign all checks and/or vouchers from the operating funds. Shall perform all duties of the President/Vice-President in their absence or inability to act in these capacities. In the absence of the Treasurer or when he or she is unable to serve, the President or Vice-President may perform the duties of the Treasurer. The Treasurer shall perform all other such duties as may be assigned by the Board.

Secretary: The secretary shall keep minutes of all board meetings, record attendance, record a roll call on all votes (except when a ballot vote is taken). The secretary shall perform all other such duties as may be assigned by the Board. Shall be responsible for keeping

~~records and maintaining the records and minutes of all Board meetings, writing letter at the request and direction of the Board, and act as the Library Election Official.~~

Powers of the Board of Trustees

The Board of Library Trustees (the “Board”) of the Library exists pursuant to the Act and shall manage the affairs of the Library as authorized and empowered by said Act and other applicable statutes. In the provisions of library service to residents of the Village of Orland Park, the Board is empowered with all the powers conferred by the Act, including but not limited to:

1. Enact ordinances and to make and adopt bylaws, rules and regulations for the conduct of the Board.
2. Have exclusive control of the receipts and expenditures of the library.
3. Have exclusive control of the construction of any library building and of the supervision, care and custody of the grounds, rooms of buildings constructed, leased or set apart for that purpose.
4. Purchase or lease real or personal property, and to construct an appropriate building or buildings for the use of a library established here under.
5. Sell or otherwise dispose of the real or personal property or lease to other any real property as stated by law.
6. Appoint and to fix the compensation of a qualified ~~administrative librarian~~ **Library Director** to manage the library.
7. Retain counsel for the library.
8. Retain professional consultants as needed.
9. Contract with any public or private corporation or entity for the purpose of providing or receiving library service or performing any and all other acts necessary and proper to provide or receive library service. Join with other boards of libraries or for the maintenance of common library services for participants upon such terms as may be agreed upon by and between the boards. Enter into contracts and to take title any property acquired by it for library purposes.

10. Exclude from the use of the library any person who willfully violates the rules as determined by the Board.
11. Extend library privileges to persons living outside the Village of Orland Park as prescribed by law.
12. Provide for suitable civil or criminal penalties for persons committing injury upon the library or property of the library.
13. Invest funds pursuant to law.
14. Exercise the power of eminent domain.
15. Accumulate and set apart as reserve funds, portions of the unexpended balances of the proceeds received annually from taxes or other sources.

Section revised 1/15/90

Division of Responsibilities

Board members should not run the library but should see that it is properly run. They should not attempt to manage the library, but must see that it is properly managed. Policy determination and management are different roles. Policy determination is the Board's power and duty; management is the Library Director's responsibility. The Director shall administer the policies adopted by this Board. Among duties and responsibilities of the Director shall be that of hiring personnel, directing, supervising and disciplining of all staff members, monthly and annual reports as required by the Board, recommending such policy and procedure as will promote the efficiency and service of the Library, and other duties as deemed necessary by the Board.

Unexpended Finds

~~A resolution regarding the accumulation of unexpended find will be adopted.~~

~~—————"That the Board of Library Trustees hereby established a specific fund from the unexpended balance of the proceeds received from library taxes levied for prior years, and subsequent years, said finding being set as a reserve fund for the repairs, alterations and equipment of the library building and initiating new services in accordance with 75 ILCS 5/5-8 (2004) and that the said Board of Library Trustees has resolved to develop and adopt a plan or plans for said pursuant to Article 5 of Act 5 of said Chapter 75."~~

Annual Report

Within ~~30~~ 60 days after the expiration of each fiscal year of the library, the Board of Library Trustees shall make a report of the condition of their trust. This report will be provided to the Village and filed with the Illinois State Library.

Meetings

Board meetings will be held on the third Monday of the month in the meeting room of the library. Notice will be posted in the library, **on the library's website**, and **published in the local newspaper** **is notified** as prescribed by law. All meetings are open to the public. The agenda and/or information packet for the meetings will be distributed to the Trustees by the Director five (5) days prior to meetings. Any Trustee wishing to have an item placed on the agenda will call the Director in sufficient time preceding the meeting to have the item so placed. Any Trustee who is unable to attend a meeting must call the Director to indicate that he or she will be absent. Due to the fact that a quorum consisting of no less than four (4) members is required for each meeting, this phone call should be placed as far in advance as possible.

Closed sessions may be called by the President of the Board of Library Trustees as prescribed by law. Minutes of closed session are to be recorded and kept separately from regular minutes. The Board will review Closed Session minutes as prescribed by law.

Section revised 11/19/00

Special meetings may be called by the **P**resident of the Board of Library Trustees to consider one or more items of business specified in the call of the meeting. Notice of time, place and exact purpose of the meeting must be sent to the members and posted in the library as prescribed by law.

Four members of the Library Trustees present at the a meeting will constitute a quorum. A majority of the Trustees holding office shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a quorum is present at any meeting, a majority of those Trustees present may adjourn the meeting without further notice. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board except where otherwise prescribed by law.

Roll call votes will be taken in matters of expending monies, in the passage of ordinances and as otherwise prescribed by law.

Electronic Attendance at Meetings

The fullest participation and attendance in all Board meetings should be achieved whenever possible. ~~and the~~ The use of telephone conferencing for meeting attendance and voting, at least in some governmental meetings, is permissible so long as the conduct of the meeting is in accordance with the Open Meetings Act. The Board, in all of its regular and special meetings and committee meetings, complies and intends to comply with the provisions of the Open Meetings Act. When needed, the capabilities of telephone conferencing for its meetings, as more specifically set out in this policy, will enhance and further the public's business as conducted by the Board of Library Trustees as follows:

Section 1. All pertinent provisions of the Open Meetings Act must be complied with, including specifically the proper notice of any regular or special meeting, the proper record-keeping or minutes of each meeting, the appropriate agenda preparation for each meeting which, in addition, shall be posted along with the notice of the meeting; and any use of closed sessions shall be in compliance with the provisions of the Act.

Section 2. The location of the meeting included on the notice shall be equipped with a suitable speaker-phone system in order ~~that~~ for the public audience, the Trustees in attendance and any staff or guests will be able to hear any input, vote or discussion of the teleconference and that any other location where the Board conducts regular business shall have similar speaker-phone capabilities for use by Board members, staff or public audience to attend at that location, if requested at least 24 hours in advance of the meeting.

Section 3. ~~That~~ Sufficient security and identification procedures be employed, either at the outset of any meeting or at any time during the meeting as appropriate, to ensure ~~that~~ any and all Trustees attending or voting purposes are in fact authorized Trustees with the right to speak and vote.

Section 4. As soon as it becomes apparent to the Board ~~that~~ a meeting will require telephone conference, all subsequent notices of the meeting shall indicate that one (1) or more Trustees will or may be attending by telephone connection and the location or locations where speaker-phones will be available shall be noted thereon. In the event ~~that~~ the notice of the meeting has already been disseminated and posted, a follow-up notice indicating the above shall be placed as soon as possible. In the event any news media have filed the annual request for notice of meetings, they shall receive an updated notice in the same manner as given to all members of the Board.

Section 5. All Trustees attending meetings by telephone conference are entitled

to vote as if they were personally and physically present at the meeting site so long as the telephone connection exists. All votes shall be taken

by roll call to ensure that non-physically present members are casting their own votes if they cannot be seen.

Section 6. This policy shall not be construed to mean that teleconferencing shall be regularly used or used at every meeting of the Board but shall be used only as necessary to allow the participation of Board members who are unable to attend in person due to circumstances beyond their control. Acceptable circumstances include, but are not limited to, personal illness, disability, business purposes or the business of the public body, or family or other emergency .

Section 7. Teleconferencing shall not be provided for members of the public to use in order to attend or participate in a meeting.

Section 8. Only two (2) Trustees may participate by electronic attendance at a meeting. The presiding officer shall be present at the meeting. In the event that the President is not physically present at the meeting, the Vice-President shall preside.

Section 9. The Board of Library Trustees may conduct a closed meeting, pursuant to one of the exceptions to the Open Meetings Act, by way of a telephone conference call, provided that there is compliance with other requirements of the Act.

Section 10. The meeting minutes shall indicate those trustees who attend by telephone connection, and in the event the entire meeting is not so attended, shall indicate those portions of the meeting which were attended by telephone conference.

~~Section approved 2-21-05~~
~~Revised 10-16-06~~

The order of business for the board meeting shall be:

Call to Order
Roll Call
Approval of Minutes
Introduction of Visitors
Correspondence
Treasurer's Report
Public Comment
Librarians' Reports
Staff Reports
Committee reports
Building and Maintenance
Finance
Service and Policy

Personnel
Law
Strategic Planning
Capital Campaign
Unfinished Business
New Business
Announcements
Adjournment

The President may alter the order of business at his/her discretion.

Committees

The President will appoint Trustees to serve on the following committees:

Building and Maintenance – This committee shall see to the maintenance and upkeep of the grounds and facilities, and those portions of the policy governing the use thereof.

Finance – The Finance Committee shall be charged with compiling the annual budget and the levy; require that all financial records be properly kept, monies invested properly and advantageously.

Service and Policy – This committee shall deal with all matters relating to library service and policies and those parts of the policy dealing with same.

Personnel – This committee shall assist the Library Director in interpreting those parts of the policy dealing with personnel. Employer-employee difficulties which arrive at an impasse may be heard by this committee. This committee shall also screen resumes when the Board is hiring a Library Director.

Law – This committee will make Board members aware of new and revised legislation concerning library statutes.

Strategic Planning – This is an ad hoc committee charged with developing a strategic plan for library services.

Capital Campaign – This is an ad hoc committee charged with fundraising for extraordinary expenses.

Appointments to the standing committees are to be made by the President. Ad hoc committees may be established at the discretion of the President. The Library Director and/or Assistant Director shall be required to attend all committees, standing and ad hoc.

Board of Library Trustees – Library Director Relationship:

- A. Board of Library Trustees – Duties and Responsibilities:
 - 1. Board serves as basic policy-making body.
 - 2. Board shall select and appoint the Library Director.
 - 3. The Board shall be responsible for the library budget and its administration.
 - 4. The Board is responsible for duties granted to each of the officers.
- B. Library Director – Duties and responsibilities:
 - 1. Serves as chief executive of the library, and is responsible for the administration of all policies approved by the Board, and is directly responsible to the Board.
 - 2. The Library Director is responsible for the administration of the budget as set forth by the Board.
 - 3. The Library Director is required to attend all meetings of the Board and all committee meetings of the Board except those of the Personnel Committee directly relating to the Library Director.

Parliamentary Authority

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Board may adopt.

Amendment of Bylaws

These bylaws can be amended, [altered or repealed and new by-laws may be adopted](#) at any regular meeting of the Board by a two-thirds vote [of the members attending](#), provided that the amendment has been submitted in writing at the previous regular meeting [and notice is given to all trustees and in accordance with the Illinois Open Meetings Act of intention to alter, amend or repeal or to adopt new by-laws at such meeting.](#)

Revise and Adopted:

1/15/90
Revised 11/19/90
Revised 11/20/06
Revised May 17, 2010
Revised March 20, 2017

**RIDER TO THE STANDARD FORM OF AGREEMENT BETWEEN THE
ORLAND PARK PUBLIC LIBRARY (THE "OWNER") AND
COMMERCIAL CARPET CONSULTANTS, INC. (THE "CONTRACTOR")
AIA DOCUMENT A101, 2007 EDITION**

The following provisions, notwithstanding any provisions to the contrary, amend and replace the provisions that appear in the Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 2007 Edition (hereinafter referred to as the "Agreement") between the OWNER and the CONTRACTOR and any provisions in the sections as numbered below which are in conflict with or inconsistent with any of the same provisions in said Agreement shall be void to the extent of such conflict or inconsistency. Where any provisions of the Agreement are modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect.

1. On page 1 change the name of the Owner to "The Board of Library Trustees of the Village of Orland Park"

2. On page 4, delete Subsection 5.1.3 in its entirety and substitute the following: "Payment shall be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)."

3. On page 4, in Subsection 5.1.4 in the third and fourth sentences, add "Owner or" before the word "Architect."

4. On page 5, in Sub-subsection 5.1.7.1, in the first and second lines, delete the phrase "the full amount" and insert the phrase "ninety-five percent (95%)" and add "Owner in consultation with the" after "the" and before "Architect" in the second line.

5. On Page 5, in Subsection 5.2.2, in the first line, after the word "after", insert the phrase "approval of the Board of Library Trustees of the Village of Orland Park," in the first line, delete the phrase "the issuance", in the second line after the word "Payment," add the following: "pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)" and delete the phrase "or as follows:" and the remainder of the Subsection.

6. On page 6, delete Subsection 6.2 in its entirety.

7. On Page 6, in Subsection 8.2, in the first line, after the word "interest", insert the phrase "pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)" and delete the remainder of the Subsection.

8. On page 6, delete Subsection 8.5 in its entirety and substitute the following: "The key personnel listed in Subsection 8.4 shall substantially perform the services described in this Agreement. The Contractor shall obtain the Owner's consent to any changes in key personnel. The Contractor shall submit a written request for such a change, accompanied by qualification data for the proposed replacement(s) to the Owner at least 5 days prior to making the proposed change. Consent by the Owner will not be unreasonably withheld."

9. On page 7, add the following to Subsection 8.6:

“8.6.1 Enforceability

If any clause of this Agreement is determined to be unenforceable, that does not constitute the entire Agreement unenforceable.”

10. On page 7, in Subsection 9.1.1, add “and Rider to the Standard Form of Agreement” to the end of the sentence.

11. On page 7, in Subsection 9.1.3, add “the Supplementary General Conditions of the Contract for Construction.”

12. On Page 8, in Sub-subsection 9.1.7.2, list the following in the space provided:

"Invitation to Bid
Instructions to Bidders
Terms of Bidder's Proposal that Comply with Bidding Documents
Required Performance and Payment Bonds
Required Certificates of Insurance
Certification Required by Owner including Eligibility to Enter into Public Contracts
This Agreement"

Those persons whose signatures appear below certify that they have been given authority by their respective governing bodies to execute this Rider as the duly authorized representatives of the parties to the Agreement.

FOR THE OWNER:

ORLAND PARK PUBLIC LIBRARY

By _____
President, Board of Library Trustees
of the Orland Park Public Library

ATTEST:

By _____
Secretary, Board of Library Trustees
of the Orland Park Public Library

Date: _____

FOR THE CONTRACTOR:

COMMERCIAL CARPET CONTRACTORS, INC.

By _____
Its _____

ATTEST:

By _____
Its _____

Date _____

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 20 day of February
in the year 2017
(In words, indicate day, month and year.)

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

Orland Park Public Library
14921 Ravinia Avenue
Orland Park, IL 60462

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

Commercial Carpet Consultants, Inc
893 Industrial Drive
Elmhurst, IL 60126

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

Flooring Replacement Project
Orland Park Public Library, Orland Park, IL

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

Product Architecture + Design
811 W Evergreen Ave, Suite 405
Chicago, IL 60642

The Owner and Contractor agree as follows.

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

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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, all of which 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 negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 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.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

All work must be substantially complete by June 1, 2017. This is the start date of summer reading at the Library.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ninety (90) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

three months

Portion of the Work
all work

Substantial Completion Date
June 1, 2017

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

None

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one hundred sixty four thousand Dollars (\$ 164,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base bid of \$148,000.00 is accepted

Add Alternate #1 for \$14,000.00 is accepted

Deduct Alternate #2 for \$5000.00 is NOT accepted

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price (\$0.00)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

last day of the month as noted above.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5 day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30 day of the (same) month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

Init.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage value of the project currently equal to 10% of the project sum (\$16,400.00) shall be released on the project is substantially complete and the final punch list issued by the architect/owner has been fully addressed.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Mary Weimar, Library Director

Orland Park Public Library

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

none

§ 8.3 The Owner's representative:
(Name, address and other information)
Mary Weimar, Library Director
Orland Park Public Library

§ 8.4 The Contractor's representative:
(Name, address and other information)
Jeremy Watson
Commercial Carpet Consultants, Inc

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

Init.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	Instruction to Bidder	01/18/17	10
	Project Scope	01/04/17	2
	Bid Proposal form	01/18/17	5

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
096500.1	ecosurface rubber resilient sheet flooring	01/04/17	5
096616.1	Nurazzo Flooring	01/04/17	5

Init.

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

A0.0, A0.1, D1.1, A1.1, A1.2

Number	Title	Date
A0.0	cover sheet	01/04/17
A0.1	Key Plan and phasing	01/18/04
D1.1	demo	01/04/17
A1.1	new plans	01/04/17
A1.2	plans and details	01/04/17

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	January 4, 2017	29
Addendum 2	January 18, 2017	18

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Signed Compliance with Illinois Drug Free Work Place
Signed Certificate Regarding Sexual Harassment Policy
Signed Certificate of Eligibility to Bid
Signed Compliance with Illinois Human Rights Act

Sign Bid Proposal from Commercial Carpet Consultants, Inc signed and dated January 26, 2017

Rider to Standard Form of Agm between OPPL and Commercial Carpet (AIA Doc. A101,2007 Edition)
Supplementary General Conditions (OPPL) -- floor replacement project

Init.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commerical General and Umbrella Liability	\$2,000,000.00 each occurrence
Business Auto and Umbrella Liability	\$1,000,000 each accident
Workers compensation	\$1,000,000 each accident/each worker

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

**SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT FOR
CONSTRUCTION BETWEEN THE ORLAND PARK PUBLIC LIBRARY (OWNER)
AND COMMERCIAL CARPET CONSULTANTS (CONTRACTOR) FOR THE
ORLAND PARK PUBLIC LIBRARY ADDITION AND REMODEL**

The following provisions, notwithstanding any provisions to the contrary, amend and replace the General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition, and any provisions in the sections as numbered below which are in conflict with or inconsistent with any of the same provisions in said General Conditions shall be void to the extent of such conflict or inconsistency. Where any provisions of the General Conditions is modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect. All references hereto the “Contractor” shall refer to and mean Commercial Carpet Consultants.

ARTICLE 1 GENERAL PROVISIONS

On the first and last pages of the Contract identify the Owner as: “The Board of Library Trustees of the Village of Orland Park.”

1.1 Basic Definitions

1.1.1 The Contract Documents. In the sixth line, delete the words “issued by the Architect”. Delete the last sentence and replace it with the following: "The Contract Documents also include the Instructions to Bidders, all bid documents, including specifications, drawings, Certificates of Insurance, the Performance and Payment Bonds and all required Contractor certifications.”

1.1.2 The Contract. In the seventh line, insert the words “and Contractor” after the word “Architect”; and in the eighth line, delete the words “the Architect’s” and replace with the word “their”.

ARTICLE 2 OWNER

2.1 General

2.1.2 In the second line, at the end of the first sentence, insert the following new sentence: "Owner is a public body and, as such, mechanics' liens may be filed only against public funds not public real property." and delete the remainder of the paragraph.

2.2 Information and Services Required of Owner

2.2.1 Delete this Subsection in its entirety.

2.2.3 In the second line, insert the word "reasonably" after the word "entitled."

2.3 Owner's Right to Stop the Work

In the second line delete the word "repeatedly." Add the following at the end of the paragraph:

"In addition, the exercise of this right shall not be construed as placing the Owner in charge of the Work or making the Owner responsible for site safety."

ARTICLE 3 CONTRACTOR

3.2 Review of Contract Documents and Field Conditions by Contractor

3.2.2 Insert the words "Owner and" before the word "Architect" in the seventh line.

Insert the following new Subsection:

"3.2.5 The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect's additional services and expenses for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation."

3.4 Labor and Materials

Insert the following new Subsection:

"3.4.0 The Contractor and all subcontractors shall pay to all laborers, workman and mechanics performing work under the Contract, where applicable, not less than the prevailing rate of wages determined by the Illinois Department of Labor in accordance with the Prevailing Wage Act (820 ILCS 130/1 *et seq.*). It is the Contractor's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of the project will be reflected in payment from the Contractor and each subcontractor to each worker where the change is applicable. Revisions in the prevailing hourly wage rates affecting this Contract shall be reported to the Contractor and subcontractor by the Owner. In no case shall any revision in the rates of prevailing wages result in an increase in the total Contract Sum."

Insert the following new Subsection:

"3.4.2.1 The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect's additional services and expenses for the Architect to evaluate proposed substitutions and to make agreed-upon changes to the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions."

3.5 Warranty

Delete Subsection 3.5 and replace it with:

“3.5 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will conform to the requirements of the Contract Documents and be free from defects in material and workmanship for one (1) year from the date of issuance of the final payment by Owner and deficiencies shall be corrected by the Contractor under this warranty immediately upon notification from the Owner and that the Work will conform with the requirements of the Contract Documents. Such warranty does not preclude the Owner’s right to bring an action for breach of this Contract. The Contractor’s warranty shall not be limited by any manufacturer’s warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse by other than the Contractor, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.”

3.6 Taxes

3.6 Delete this Section in its entirety and substitute the following:

“3.6 The Owner is exempt from all federal, state and local sales and excise taxes because it is a public body and Contractor shall not charge Owner for such taxes.”

3.7 Permits, Fees, Notices and Compliance with Laws

Delete Section 3.7.2 in its entirety and replace it with the following:

“3.7.2 Contractor shall comply with, and give notice required by, all applicable local, state and federal governmental ordinances, statutes, rules and regulations, and all lawful orders, including, but not limited to, those pertaining to hazardous materials, and the following:

- a. Provide a drug free workplace pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.);
- b. Comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
- c. Comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2-105 of that Article and Act, as further described in Section 13.9 of this Agreement;
- d. Comply with the Americans with Disabilities Act;

- e. Comply with the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), as described in Section 13.11 of this Agreement; and
- f. Comply with the requirements of the Illinois Human Rights Act, as described in Section 13.8 of this Agreement.”

3.9 Superintendent

3.9.1 In the first line, after the phrase “employ a” insert the word “full time.”

3.11 Documents and Samples at the Site

In the last sentence, changes should be made as follows: Insert the words “segregated as enumerated above, promptly filed in chronological or numeric order in labeled, indexed filing cabinets” between the words “be” and “available”, insert the words “Owner and” between the words “the” and Architect” and strike the words “Architect for submittal to the”.

3.12 Shop Drawings, Product Data and Samples

Insert the following subsection:

“3.12.11 The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect’s additional services and expenses when more than three submissions of any item is required due to the fault of the Contractor.”

3.18 Indemnification

3.18.1 In the second line after the word “agents”, insert a comma and then the word “officers”, and delete the phrase “of any of them” and replace it with “or any of them “(the Indemnities)”. In the seventh line insert a period after the word "liable" and delete the remainder of that sentence and add the following new sentence:

"Notwithstanding any other provision to the contrary contained herein, to the extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnitees from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character including copyright infringement and liabilities incurred due to charges of joint negligence of the Indemnitees and Contractor brought because of any injuries or damages sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents or employees arising out of or in performance of any provisions of the Contract."

ARTICLE 4 ARCHITECT

4.1 General

- 4.1.3** In the first and second lines, delete the following phrase: “as to whom the Contractor has no reasonable objection and”.

4.2 Administration of the Contract

- 4.2.2** In the second line, delete the phrase, “become generally familiar with” and replace it with the word, “observe.” In the third line, delete the phrase “in general” and in the third and fourth lines delete the phrase “in a manner indicating that the Work when fully completed will be.”

- 4.2.4** In the second line, make the following changes: Insert the words “in writing” between the words “other” and “through”, and insert the words “, with copies to the other party” after the word Architect”.

- 4.2.5** In the second line after the word “certify”, insert the words “, as reviewed with and approved by the Owner, ”.

- 4.2.13** Strike the word “Architects” and replace with the word “Owner’s”.

ARTICLE 5 SUBCONTRACTORS

5.4 Contingent Assignment of Subcontracts

Delete “for cause pursuant to Section 14.2” in Subsection 5.4.1.1.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 Owner’s Right to Perform Construction and to Award Separate Contracts

- 6.1.1** In the third line, strike the following words: “identical or substantially” and “these including”.

6.2 Mutual Responsibility

- 6.2.3** Delete this Subsection in its entirety and substitute the following:

“6.2.3 Notwithstanding any other provision in the Contract Documents, Contractor shall coordinate the Work with all other contractors or subcontractors who are working under other contracts and whose work impacts the scheduling of the Work of this Contract and no claim shall be made or allowed to the Contractor by the Owner for any damages which may

arise out of any delay caused by other contractors or subcontractors working under such other contracts, or by Owner under this Contract except that an extension of Contract Time shall be awarded for changes in the Contract made by Owner which create delay. Further, if any act or omission of the Contractor or its Subcontractors delays the work of other contractors or subcontractors working under such other contracts, Contractor, and not the Owner, shall be liable for all claims for damages or cost of delay made by those contractors or subcontractors."

- 6.2.4** In the first line of this Subsection, delete the word "wrongfully" and in the same line, after the phrase "damage by the Contractor" insert the following: "its officers, agents or employees." In the second line, delete the phrase "separate contracts as provided in" and replace with "as well as that required under".

ARTICLE 7 CHANGES IN THE WORK

7.1 General

Add the following new Subsection:

"7.1.0 Where a change order or a series of change orders authorize or necessitate an increase or decrease in either the cost of the project totaling \$10,000 or more or the time of completion of the project by 30 days or more, a written determination must be prepared and signed by the Owner or its designee stating that the circumstances necessitating the change in performance were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the change order is in the best interest of the Owner."

- 7.1.2** In the second line, make the following changes: strike the words "requires agreement" and insert the words "is issued" and strike the word "and" and replace with the word "or". In the third line, add the words "Owner or" before the word "Architect" and strike the word "alone".

7.3 Construction Change Directives

- 7.3.5** In the second line between the words "the" and Architect", insert the words "Owner and".

- 7.3.7** In the fourth line, strike the words "as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and replace with the words "in accordance with Section 7.1.4."

7.3.9 In the fifth line between the words “cost” and “shall”, insert the words “as approved by the Owner”.

7.4 Minor Changes in the Work

In the first sentence between the words “The” and “Architect”, insert the words “Owner and”.

ARTICLE 8 TIME

8.2 Progress and Completion

8.2.3 At the end of this Subsection, add the following:

"by all proper and appropriate means, including working overtime without additional compensation. "

8.3 Delays and Extension of Time

8.3.1 In the first line, delete the word "an" and insert the words "a wrongful"; in the same line, delete the words "or neglect"; in the third line, and after the word "disputes" insert the phrase "which are industry-wide"; and in the fourth line, substitute “formal negotiation and/or litigation” for “mediation and arbitration.”

8.3.3 Delete Subsection 8.3.3 in its entirety.

ARTICLE 9 PAYMENTS AND COMPLETION

9.2 Schedule of Values

In the second line before the word “Architect,” insert the words “Owner and”; at the beginning of the fourth line before the word “Architect” insert the words “Owner and”; and also in the fourth line before the word “Architect” insert the words “Owner or”.

9.3 Applications for Payment

9.3.1 In the second line before the word “Architect”, insert the words “Owner and”; in the third line strike the words “, if required,” and add the following at the end of the paragraph:

"The Owner requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment certificates shall not be issued without such mechanics' lien waivers

and Contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements."

9.5 Decisions to Withhold Certification

9.5.1 At the end of the first sentence, insert the words "or if the Owner and Architect cannot agree on the amount properly due." In the third sentence, make the following changes: Before the word "Contractor", insert the word "Owner,"; insert the words "or Owner" after the word "Architect"; strike the word "promptly"; strike the words "for the amount of which the Architect is able to make such representations to the Owner" and replace with the words "pursuant to the Prompt Payment Act regarding the revised amount." In the fourth sentence after the words "withhold a Certificate of Payment" insert the words "in whole or in part".

9.5.1.7 Delete the word "repeated."

9.6 Progress Payments

9.6.1 In the first line before the word "Architect" insert the words "Owner or".

9.7 Failure of Payment

9.7 In the third line delete the phrase "binding dispute resolution" and replace with the words "formal negotiation".

9.8 Substantial Completion

9.8.3 In the first line, insert the words "Owner and" before the word "Architect"; in the second line delete the word "Architect's"; in the sixth line, insert the words "Owner or" before the word "Architect"; and add the following sentence at the end of the paragraph: "The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect's additional services and expenses for the Architect to conduct such additional inspections."

9.8.4 In the last line of the paragraph, insert the words "'Contract Documents or" before the words "Certificate of Substantial Completion."

9.10 Final Completion and Final Payment

9.10.1 In the second line, insert the words "Owner and" before the word "Architect"; in the third line, insert the words "Owner and" before the word "Architect"; and add the following sentences at the end of the paragraph: "If the inspection reveals the Work is not sufficient to be certified for final payment, the Contractor shall promptly complete or correct noted deficiencies and request another inspection by the Owner and Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect's additional services and expenses for the Architect for such additional inspections."

9.10.2 In the eighth line, strike the words “if required by the Owner,”; and in the eleventh line, strike the word “may” and insert the words “shall, if requested by the Owner,”.

9.10.4 Add Subsection .4 as follows:

".4 defective conditions not discovered until after final payment."

ARTICLE 10 PROTECTIONS OF PERSONS AND PROPERTY

10.2 Safety of Persons and Property

10.2.4 In the second line after the word “Contractor” insert the words “shall give the Owner reasonable advance notice and”.

10.3 Hazardous Materials

10.3.2 Delete this subsection in its entirety.

10.3.3 Delete this subsection in its entirety.

10.3.6 Delete this subsection in its entirety.

ARTICLE 11 INSURANCE AND BONDS

11.1 Contractor's Liability Insurance

11.1.2 In the second line, strike the words “in the Contract Documents” and insert the word “below”.

11.3 Property Insurance

11.3.1.2 Delete this Subsection in its entirety.

11.3.1.3 Replace the word “Owner” with “Contractor”.

11.3.1.4 Delete this Subsection in its entirety and insert the following:

11.3.1.4 "Contractor shall provide insurance coverage in an amount approved in writing by the Owner for portions of the Work stored off site (if Owner allows off site storage) and Work in transit to the site."

11.3.1.5 Delete this Subsection in its entirety and insert the following:

11.3.1.5 The insurance required by Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Subparagraph 11.3.7.

11.3.2 Delete this Subsection in its entirety.

11.3.4 Replace the word "Contractor" with "Owner" and the word "Owner" with "Contractor".

11.3.5 Delete this Subsection in its entirety.

11.3.6 Replace the word "Contractor" with "Owner" and the word "Owner" with "Contractor".

11.3.8 In the first two lines, replace the word "Contractor" with "Owner" and the word "Owner" with "Contractor".

11.3.9 In the first three lines, replace the word "Contractor" with "Owner" and the word "Owner" with "Contractor".

11.3.10 In the first four lines, replace the word "Contractor" with "Owner" and the word "Owner" with "Contractor" and in the fourth line, delete the remainder of the paragraph after the word "Agreement".

11.4 Performance and Payment Bonds

11.4.1 Delete this Section in its entirety and insert the following:

"The Contractor shall furnish to the Owner at the time of execution of this Contract, bonds in the full amount of the Contract securing the full and faithful performance of this Contract and the payment for all labor and material furnished by the Contractor or anyone furnishing such under the Contractor's contract or a subcontract of any tier. Said bonds shall be in conformance as set forth below and any additional specifications imposed by other Contract Documents, including, but not limited to, the prevailing wage requirements set forth in the Contract Documents. Said bonds shall be written by a surety that is acceptable to the Owner, in the Owner's discretion. Such bonds shall be obtained from a company with a minimum A.M. Best Rating of A- and to which the Owner has no reasonable objection. The cost thereof shall be included in the Guaranteed Maximum Price and paid by the Contractor.

The Contractor shall provide Performance and Labor and Material Payment Bonds as follows:

1. Provide a 100 percent Performance Bond in conformance with AIA Document 312 as modified by Owner and Contractor.
2. Provide a 100 percent Payment Bond in conformance with AIA Document 312 as modified by Owner and Contractor.
3. Deliver bonds within 10 days after execution of the Contract.
4. The bonds must be from a reputable company acceptable to the Owner set forth above and authorized to do surety business in Illinois."

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

12.1.1 In the first sentence, insert the words "Owner or" before the word "Architect's"; in the second line, strike the word "Architect and replace with the word "Owner,"; and in the third line strike the words "the Architect's".

12.1.2 In the first line, insert the words "Owner or" before the word "Architect"; in the second line, strike the word "Architect" and replace it with the word "Owner".

12.2 Correction of Work

12.2.1 Before or after Substantial Completion

12.2.1.1 In the first line, add the words "and diligently" after the word "promptly"; and strike the word "Architect" and replace with the word "Owner".

12.2.2 After Substantial Completion

12.2.2.1 Delete the third sentence in its entirety.

12.2.2.2 Add the following at the end of the Subsubsection: "This obligation shall survive acceptance of the Work under the Contract and termination of the Contract."

Add the following Subsection:

12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Owner will conduct and the Architect and Contractor shall attend a meeting to review the facility's performance.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Governing Law

13.1 In the first line, after the phrase "by the law of" insert the following: "Illinois and venue for legal disputes shall be Cook County, Illinois" and delete the remainder of the sentence.

13.5 Tests and Inspections

13.5.1 In the fifth line, strike the word “related”.

13.7 Time Limits on Claims. Delete this Section in its entirety and substitute the following:

"13.7 Miscellaneous Provisions

13.7.1 Contractor shall abide by all applicable local state and federal ordinances, statutes, rules and regulations including, but not limited to, the Illinois Human Rights Act and the Prevailing Wage Act. The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the WORK is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties. CONTRACTOR, and each of its subcontractors, shall submit monthly a certified payroll to the LIBRARY stating each worker's name, address, telephone number, social security number, classification and the hourly wages paid each pay period, the number of hours worked each day and the starting and ending times each day. Each certified payroll shall be accompanied by the sworn affidavit attached to this contract.

13.7.2 Contractor shall execute all Certifications required by Owner, including but not limited to, a Certification of Eligibility to Enter into Public Contracts.”

The following new Subsections 13.8, 13.9, 13.10, 13.11, 13.12, 13.13 and 13.14 shall be added as follows:

“13.8 Human Rights Act

The Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that all contractors and subcontractors performing Work on the Project shall not engage in any prohibited form of discrimination in employment as defined in that Act. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. The Contractor and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of

Human Rights with regard to posting information on employees' rights under the Act. The Contractor and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract."

"13.9 Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under state law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the contractor/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Owner or the Architect on request."

"13.10 Certification to Enter Into Public Contracts

Prior to entering into any contract in regard to this Project, the Contractor and all subcontractors must certify that they are not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating."

"13.11 Wage Rates

It is hereby stipulated that the Contractor and all subcontractors shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this Contract to all laborers, workers, and mechanics performing Work under this Contract. All bonds provided by the Contractor under the terms of this contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1, et. seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum except as otherwise agreed to and set forth in Subsection 3.4.0 in these General Conditions.

The Contractor shall comply with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). The Contractor shall require each Trade Contractor, and all Subcontractors and Sub-Subcontractors participating on the Project to make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each contractor and/or subcontractor, or other entity performing Work on the Project, shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating contractor and subcontractor for a period of not less than three (3) years. Each participating contractor and subcontractor shall submit a monthly certified payroll to the Owner consisting of the above-referenced information as well as a statement signed by the participating contractor or subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor shall include the above-referenced certified statement from each applicable Trade Contractor, Subcontractor and/or Sub-Subcontractor referenced in each Application for Payment.”

“13.12 No Waiver of Payment

Notwithstanding any language in the General Conditions or any other contract document to the contrary or inconsistent with this provision, Owner shall not be deemed to waive any claim or right to assert a claim by making any progress payment.”

“13.13 Waiver of Lien

Upon satisfaction of the terms and conditions of the Contract and final payment, the Contractor agrees to provide the Owner with a final release and waiver of all liens covering all Work performed under the Contract relative to the project including all Work performed by all subcontractors. Said final waiver of lien shall identify and state that all contractors and subcontractors have been paid in full and there are no contract balances outstanding and owed to any such contractors or subcontractors.”

“13.14 Right to Audit

13.14.1 The Owner shall have the right to access and audit all the Contractor’s and Subcontractor’s Project records and documents.

.1 Such data collection shall be at the Owner’s expense and shall not unduly disrupt the normal operations of the Contractor’s or Subcontractor’s business. The

Owner shall be entitled to make copies of the Contractor's and Subcontractor's records and documents including copies in electronic format.

.2 Change Order costs in excess of normal industry practice or otherwise in excess of reasonable cost for the scope, nature and circumstances of the changes are subject to renegotiation.

.3 Records and documents include, but are not limited to all books, correspondence, memorandum, communications logs, drawings, receipts, vouchers, labor records, payment records, insurance certificates, evidence of bond coverage and other jobsite, home office and related information and data.

.4 Contractor and Subcontractors shall be required to preserve all documents relating to this Agreement for a period of three years after final payment.

.5 The Owner shall, both during and after the term of this Agreement, treat the records and documents provided under this provision confidentially. Following an audit of the records, the Owner shall return to Contractor and/or Subcontractors all records and documents of the Contractor and/or Subcontractors, including all electronic information. Notwithstanding the foregoing, the Owner's confidentiality obligations shall not extend to information which is in the public domain or subsequently comes in the public domain without breach of this Agreement, or is required to be disclosed pursuant to a judicial or court order, provided the Contractor and/or Subcontractor shall be given notice and an opportunity to object to such disclosure. The non-disclosure restrictions described above shall remain in effect after the termination date of this Agreement."

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT.

14.1 Termination by the Contractor

14.1.1 In the first line, strike the number "30" and insert the number "60".

Strike Subsection 14.1.1.4 in its entirety.

14.2 Termination by the Owner for Cause

14.2.1 In 14.2.1.1, delete the phrase "repeatedly" in the first line.

In 14.2.1.3, delete the phrase "repeatedly" in the first line.

14.2.1.5 Add new Subsection .5 as follows: ".5 declares bankruptcy or if a receiver is appointed."

14.2.2 In the first and second lines, delete the words “, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,”.

14.2.4 In the second line, add the word “additional” before the word “services”; and in the fifth line after the word “Initial Decision Maker”, add the words “or Owner per 4.2.5, 9.4 and 9.5,” strike the word “upon” and replace with the words “and paid within sixty days of”.

14.3 Suspension by the Owner for Convenience

14.3.1 Add the following at the end of this Subsection: "If the suspension, delay or interruption is solely for Owner's convenience and not due to any act or omission of the Contractor, Owner shall extend the Contract Time."

14.3.2 Delete this Subsection in its entirety.

14.4 Termination by the Owner for Convenience

14.4.3 In the second line, delete the phrase "and costs incurred by reason of such termination," in the third line, insert the words “including overhead and profit thereon per 7.1.4” and delete the remainder of the sentence.

Add Section **14.5 PROJECT RECORDS** as follows:

“14.5 PROJECT RECORDS

14.5.1 Upon termination or suspension for any reason, the Contractor shall turn over all documents and samples at the site as enumerated in Subparagraph 3.11 to the Owner and shall provide record copies of all other documents, shop drawings, product data, samples, etc., prepared for the Project to the Owner in both paper and electronic (as practical) form.”

ARTICLE 15 CLAIMS AND DISPUTES

15.2 Initial Decision

15.2.1 In the fourth line, strike the word “mediation” and replace with the words “formal negotiation or litigation.”

15.2.5 In the third sentence, delete the phrase “mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution” and replace with the words “formal negotiation and litigation.”

15.2.6 Delete this subsection in its entirety.

15.2.6.1 In the second line, delete the word “mediation” and replace with the words “formal negotiation and litigation”; in the third line delete the word “mediation” and replace with the

words “formal negotiation and litigation”; and in the third and fourth lines, delete the words “mediate or pursue binding dispute resolution proceedings” and replace with the words “formal negotiation and litigation.”

Add the following subsection **15.2.9**:

“**15.2.9** The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect’s additional services and expenses for the Architect to evaluate excessive or frivolous Claims submitted by the Contractor.”

15.3 Mediation Delete this Section in its entirety, including Subsections 15.3.1, 15.3.2, 15.3.3 and replace it with the following:

“15.3 FORMAL NEGOTIATION

15.3.1 The Owner and Contractor shall make a good faith effort to resolve Claims not resolved as per Subparagraph 4.4 by formal negotiation between company representatives who have the authority to resolve the dispute in a manner that is binding. Formal negotiations shall take place at a mutually acceptable time at a Orland Park Public Library provided meeting space within fifteen days of receiving notice per Subparagraph 4.4.10. Formal negotiations pursuant to Paragraph 4.7 are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

15.3.2 All applicable statutes of limitation and defenses based on the passage of time shall be tolled during the formal negotiation process.

15.3.3 Any change in the Work or adjustment to the Contract Sum or Contract Time resulting from Claims resolved by formal negotiation shall be incorporated into the Agreement by Change Order.

15.3.4 Claims not resolved through formal negotiation may be subject to litigation at the discretion of the aggrieved party. Failure to initiate litigation within 30 days of the conclusion of formal negotiation shall result in the Architect’s decision regarding the Claim becoming final and binding upon the Owner and the Contractor.

15.3.5 The prevailing party in any matter resolved through litigation shall be entitled, in addition to other relief awarded, a reasonable sum for their attorney’s fees, legal fees and expenses incurred relative to the proceeding in an amount as determined by the court.

15.4 Arbitration Delete this Section in its entirety including Subsections 15.4.1, 15.4.2, and 15.4.3.

15.4.4 Consolidation or Joinder Delete this section in its entirety including Subsections 15.4.4.1, 15.4.4.2 and 15.4.4.3.

This Rider shall be effective on the day and date above when executed by duly authorized agents of the parties.

FOR: OWNER

FOR: CONTRACTOR

BOARD OF LIBRARY TRUSTEES
OF THE VILLAGE OF ORLAND PARK

COMMERCIAL CARPET CONSULTANTS

By: _____
Its: President

By: _____
Its: _____

ATTEST:

ATTEST:

By: _____
Its: Secretary

By: _____
Its: _____

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Flooring Replacment Project

Orland Park Public Library, Orland Park, IL

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

THE OWNER:

(Name, legal status and address)

Orland Park Public Library

14921 Ravinia Avenue

Orland Park, IL 60462

THE ARCHITECT:

(Name, legal status and address)

Product Architecture + Design

811 W Evergreen Ave Suite 405

Chicago, IL 60642

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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 Contractor (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. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. 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 Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (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 Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 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.

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 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.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 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 Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required 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 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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

§ 1.5.1 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 Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment 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 Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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.

§ 1.6 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

§ 2.1.1 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 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor 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 Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

§ 3.1.3 The Contractor 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 Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor 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 Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, 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 in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other 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 at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor 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.

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

§ 3.7.4 CONCEALED OR UNKNOWN CONDITIONS

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

§ 3.10.2 The Contractor 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 unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

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

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples 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 submittal 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 contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction 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.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor 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 Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples 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.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled

to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor 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 Contractor, a Subcontractor, 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 that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 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.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, 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 on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 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 Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations 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 Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors 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 the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor 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 and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor 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.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, 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 Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, 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 in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor 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 Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or 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 that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor'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; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than 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 for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 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 this Section 11.1 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 as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

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risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, 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.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 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 Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

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Claims by either party must be initiated 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.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor 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, for 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 Contractor 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.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 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 Industry 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 binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, 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 15.3.2, 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 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation 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 the 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 any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor 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 Contractor under this Agreement.

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