Traverse Area District Library

REQUEST FOR PROPOSAL

TADL MAIN LIBRARY RESTROOM UPDATE

SUBMITTAL DUE DATE (on or before: September 7, 2023, 4:00 P.M.

I. PURPOSE OF REQUEST

The Traverse Area District Library (TADL) is requesting proposals from qualified firms to provide high-quality, affordable, accessible, and energy efficient updates to all restrooms in the 610 Woodmere Ave building. TADL's needs are outlined in the following Request for Proposal ("RFP").

Background of the Traverse Area District Library

TADL is a taxing authority for Grand Traverse County and operates under an appointed Board of Trustees. A Library Director serves the Board. Annual revenues are approximately \$5.9 million, and the organization employs approximately 80 people in three locations. The organization operates on a January to December fiscal year.

II. TIME SCHEDULE

TADL will attempt to follow this timetable, which will result in the implementation of an agreement no later than September 22, 2023.

Issue RFP July 28, 2023 Pre-Conference Bid meeting Deadline for submittal of proposals Open bids Board of Trustees approval Notify firm chosen Goal Completion Date

August 7, 2023 September 7, 2023 September 8, 2023 September 21, 2023 September 22, 2023 Prior to April 2024

III. PROPOSAL PACKET

The "Request for Proposal—Restroom Update" consists of six parts:

- 1. This RFP (four pages)
- 2. Instructions to Bidders
- 3. Bid Form
- 4. Construction Contract
- 5. General Specifications
- 6. TADL Specifications.

IV. INSTRUCTIONS

A. All proposals and questions should be directed to:

RFP RESTROOM UPDATE

Bret Boulter, Facilities Manager Traverse Area District Library 610 Woodmere Ave Traverse City, MI 49686 (231)932-8522 bboulter@tadl.org

B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "RFP—RESTROOM UPDATE" or emailed to bboulter@tadl.org with the subject line of "RFP— RESTROOM UPDATE". The Library will not be responsible for the premature opening of proposals not properly labeled.

C. All proposals must be received by September 7, 2023, 4:00 p.m. No faxed or telephone proposals will be accepted. Late proposals will be returned unopened.

D. Proposals should be prepared simply and economically, providing straightforward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

E. Proposals should be submitted in the following form:

- 1. A detailed schedule of costs for all requested renovations.
- 2. A list of other clients/references.
- 3. List of Qualifications

F. Please note clearly on bid any alternatives or deviations from said specifications and include justification for acceptance of same.

V. TERMS AND CONDITIONS

A. TADL reserves the right to request clarification of information submitted and investigate the ability of the service provider to meet the required needs. The service provider shall furnish to TADL all such information and data for this purpose as may be requested.

B. TADL reserves the right to award any contract to the next most qualified firm, if the successful firm does not execute a contract within seven (7) days from the Notice of the Award.

C. TADL reserves the right to reject any proposal or contract that does not conform to the specifications contained in this RFP.

D. TADL shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to this RFP.

E. All proposals submitted shall remain firm for a period of not less than 90 days beginning September 7, 2023.

F. TADL is exempt from all taxes. The Traverse Area District Library is an "Equal Opportunity Employer".

VI. SELECTION

A. The Director and Facilities Manager will evaluate all proposals that are received by the deadline. They will present their recommendations to the Board of Trustees who will make the final selection. The Board of Trustees may request an interview with prospective vendors prior to their decision.

B. The Library reserves the right to reject any and all proposals in whole or in part and to waive irregularities, which, in its opinion, best serves the needs and purposes of The Library.

C. The following elements will be considered in evaluating a proposal:

1. The cost;

2. The company's ability to provide the services requested, based on the experience and competence of the firm;

- 3. The firm's experience with public libraries and/or public entities;
- 4. Reference responses.

D. The Facilities Manager will notify the firm selected after the Board of Trustees has made their decision.

VII. CONTRACTUAL ARRANGEMENTS

A. Invoices will be paid once each thirty (30) days for work completed as set forth in the General Specifications.

B. Total amount to be invoiced shall not exceed the amount of the bid unless other arrangements have been made with the Library.

C. Final payment will be made within 30 days after final acceptance and receipt of invoice.

VIII. SCOPE OF PROJECT

A. SCOPE OF WORK

The "Scope of Project" and "Remodel Specifications" are included in this packet. Changes from these specifications must be noted in the bid.

B. General Information

TADL is governed by a seven-member board. The board consists of five members appointed by Grand Traverse County and two members appointed by the City of Traverse City. The Library is not included as a component unit in any other primary governments.

WARRANTY

All structures shall have at least a five (5) year warranty.

REBATES

The Contractor will calculate any rebates as part of their proposed Bid. The Contractor shall take care of applying for and receiving the rebate, and will pass those savings on to TADL upon invoicing.

REQUIRED INFORMATION & PRICING STRUCTURE

- Warranty information for both products and labor
- Total expected time to complete work
- Specifications (manufacturer and model) for planned fixtures

MINIMUM QUALIFICATIONS:

- Full service, reputable firm capable of performing all aspects of the proposal specifications.
- Proof of possession of business licenses, workers compensation, and all required insurances.

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the Construction Contract and the General Specifications. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

<u>Bidder</u> — The individual or entity who submits a Bid directly to the Traverse Area District Library (TADL).

<u>Drawings or Plans</u> – The terms drawing or plans as used in these documents may mean project specific drawing sheets, log scoping documents, or any other document setting forth the scope of the Work under the Contract.

<u>Issuing Office</u> — The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

<u>Successful Bidder</u> — The Bidder submitting a responsive Bid to whom TADL (on the basis of TADL's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the fee, if any, stated in the Advertisement or Invitation to Bid shall be obtained from the Issuing Office. The fee is nonrefundable unless specifically stated otherwise in the proposal. Payment of the plan fee, and any applicable shipping charges must be received by the Issuing Office before copies of the Bidding Documents are issued. Before issuance of Bidding Documents, the name, address, email address, phone number and fax number of the person to whom the documents are issued shall be provided to the Issuing Office.
- 2.02 Complete sets of Bidding Documents obtained from the issuing office must be used in preparing Bids; TADL does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 TADL in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids for the Work and does not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

TADL

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- List of related project experience complete with dollar value of contract, type of work, A. project owner and project owner's representative and phone number.
- Current work now under contract or anticipated during the life of the project. Include Β. project name, type, dollar value, completion date and percentage presently complete.
- C. Equipment list. Provide list of construction equipment presently owned and/or leased along with the equipment intended to be used on the project.
- D. List of suppliers and subcontractors.
- E. Bidder Qualification Statement with supporting data.
- F. Affidavit of Non-Collusion.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 On request, TADL will provide Bidder access to the Site to conduct examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. A Right of Way Permit may be required for work within the Right of Way as a condition to access. Any fees for the Right of Way Permit will be waived by TADL.
- 4.02 It is the responsibility of each Bidder before submitting a Bid to:
- examine and carefully study the Bidding Documents, including any Addenda and the A. other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- become familiar with and satisfy Bidder as to all federal, state, and local laws, rules, C. codes, and regulations that may affect cost, progress, or performance of the Work;
- D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing

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surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided by TADL, if any, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions.

- E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the materials, means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific materials, means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by TADL and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. promptly give the Facilities Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Facilities Manager is acceptable to Bidder; and
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific materials, means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Facilities Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Facilities Manager are acceptable to

Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

- ARTICLE 5 PRE-BID CONFERENCE A mandatory pre-bid conference will be required on this Project.
- 5.01 A pre-bid conference will be held on <u>Monday, August 7 at 10:00 am</u> at the Woodmere branch of TADL. Representatives of TADL will be present to discuss the Project. Bidders are required to attend and participate in the conference. Facilities Manager will transmit to all prospective Bidders of record such Addenda as Facilities Manager considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Facilities Manager in writing via email to <u>bboulter@tadl.org</u>. Interpretations or clarifications considered necessary by Facilities Manager in response to such questions will be issued by Addenda mailed, emailed, to all parties recorded by Facilities Manager as having received the Bidding Documents, and posted on TADL's website. Questions received less than <u>3</u> days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by TADL or the Facilities Manager.

ARTICLE 8 - BID SECURITY – A Bid security will not be required for this Project.

- 8.01 A Bid must be accompanied by Bid security made payable to TADL in an amount of 5% of Bidder's maximum Bid price and in the form of a certified or bank check, money order or a Bid Bond on an AIA form issued by a surety meeting the requirements of paragraph 6 of the General Specifications.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the

Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within <u>10</u> days after the Notice of Award, TADL may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom TADL believes to have a reasonable chance of receiving the award may be retained by TADL until the earlier of 7 days after the Effective Date of the Agreement or <u>30</u> days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom TADL believes do not have a reasonable chance of receiving the award will be returned within <u>15</u> days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Contract.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Contract.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to TADL, application for such acceptance will not be considered by the Facilities Manager until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Facilities Manager is set forth in the General Specifications and may be supplemented in the General Requirements.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A bid must be accompanied by a list of the subcontractors, suppliers, individuals, or entities proposed for the Work. Such list shall include the portion of the work the subcontractor will be performing and shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, individual, or entity. If TADL, after due investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, TADL may, before the Notice of Award is given, request the apparent Successful Bidder to submit a substitute, without an increase in the Bid.

- 12.02 If the apparent Successful Bidder declines to make any such substitution, TADL may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any subcontractor, supplier, individual, or entity so listed and against which TADL makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to TADL subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Specifications.
- 12.03 Contractor shall not be required to employ any subcontractor, supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from the issuing office.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vicepresident or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 The address, email, and telephone number for communications regarding the Bid shall be shown.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 Unit Price

Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

The total of all Bid prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined as follows:

- 1. For all Unit Price Work, initially the Contract Price will be deemed to include an amount equal to the sum of the Unit Price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by TADL pursuant to the General Specifications.
- 2. Each Unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- 3. Discrepancies between the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Bidders shall submit a Bid on a Unit Price basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided in the Bid form, if any. The price for each alternate will be the amount added to or deleted from the base Bid if TADL selects the alternate. In the evaluation of Bids, alternates will be applied in the same order as listed in the Bid form.

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ARTICLE 15 - SUBMITTAL OF BID

- 15.01 Bids may be submitted by either completing the Bid forms in the bound documents provided or by completing copies made from the Bid forms in the documents provided. A Bid shall include the completed Bid form, Bid security and other material identified for inclusion with the Bid.
- 15.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to TRAVERSE AREA DISTRICT LIBRARY, 610 Woodmere Ave, Traverse City, MI 49686.
- 15.03 Bids submitted by facsimile, email, in any another electronic form will not be considered.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with TADL and promptly thereafter demonstrates to the reasonable satisfaction of TADL that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but TADL may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

19.01 TADL reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. TADL further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. TADL may also reject the Bid of any Bidder if TADL believes that it would not be in the best interest of the Project to make an award to that Bidder. TADL also reserves the right to waive any or all formalities or nonconformities, and to negotiate contract terms with the Successful Bidder. Any such waiver shall not affect the validity of the Contract or affect the right of TADL to enforce any provision of the Contract.

By submitting this Bid, the Bidder waives any and all claims against TADL related to TADL's selection of the Successful Bidder.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, TADL will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, TADL will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 TADL may conduct such investigations as TADL deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, TADL will award the Contract to the Bidder whose Bid is in the best interests of the Project and TADL.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Paragraphs 5 and 6 of the General Specifications, as may be modified by the Supplementary Conditions, set forth TADL's requirements as to Bonds and Insurance. When the Successful Bidder delivers the executed Agreement to TADL, it must be accompanied by such Bonds and Insurance.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When TADL gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within <u>7</u> days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to TADL. TADL shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

TADL

Bidder - Please complete and return

BID FORM

TITLE: TADL BATHROOM RENOVATION

DUE DATE: SEPTEMBER 7, 2023

Having carefully examined the attached specifications and any other applicable information the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder accepts all of the terms and conditions of the Advertisement or Requests for Bids and Instructions to Bidders.

Bidder understands and agrees that all necessary permits, licenses, bonds, and insurances must be obtained and that all applicable federal, state and local codes, laws and regulations must be complied with.

Bidder understands and agrees, if selected as the successful bidder, to accept the Contract included in the bid package, to provide proof of the required insurance, and supply any required bonds.

Bidder understands that TADL reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of TADL. The bid will be evaluated and awarded on the basis of best value to TADL. Criteria used will include but will not be limited to, price, accessories, options, and overall capability to meet the needs of TADL. By submitting this bid, the bidder waives any and all claims against TADL related to TADL's selection of the successful bidder.

Bidder agrees that the bid may not be withdrawn for a period of 45 days from the actual date of the opening of the bid. You may attach answers to items 1-6 (below) on a separate sheet if necessary. Just note "See attached." in the boxes after each item.

- 1. Bidder will complete the Work in accordance with the Contract Documents for the following prices:
- 2. Bidder will complete the Work within the following timeframe:
- 3. Bidder will perform the Work according to the following daily time schedule:
- 4. Rebate Calculation:

- 5. Warranty Information:
 - a. Products:
 - b. Labor:
- 6. Specifications for Planned Fixtures, including make and model:

Submitted by:

Signature Name and Title (Print)		Company Name Company Address		
Email		Sole proprietorship	partnership	corporation
		If corporation, s	If corporation, state of corporation	

TRAVERSE AREA DISTRICT LIBRARY CONSTRUCTION CONTRACT

PROJECT: TRAVERSE AREA DISTRICT LIBRARY - OUTDOOR SIGN

LOCATION: TRAVERSE AREA DISTRICT LIBRARY 610 Woodmere Traverse City, MI 49686

THIS AGREEMENT is made this _____ day of _____, 2023, by and between the TRAVERSE AREA DISTRICT LIBRARY, a Michigan district library, whose address is 610 Woodmere, Traverse City, Michigan, 49686, ("TADL"), and (the "Contractor");

WHEREAS, the parties wish to accomplish improvements at the above-referenced location ("Project") and have solicited and submitted a bid for such improvements;

THEREFORE, the parties mutually agree as follows:

- 1. <u>Contract Documents</u>. The following shall be deemed to be a part of this Contract:
- A. Advertisement for Bid and Bid Documents.
- B. Contractor's proposal with attachments dated _____.
- C. General Specifications.
- D. Scope of Work.
- E. TADL Specifications.

2. <u>Scope of the Work - Subject Matter</u>. The Contractor shall furnish all labor, materials, equipment and appliances necessary and do all the work as set forth in the bid for the above project according to the specifications, plans, bids, and other contract documents which are a part of this contract, in a manner, time and place as herein set forth (the "Work").

3. <u>Period of Performance</u>. The services to be rendered under this contract shall commence within 90 days from the date of this Agreement and shall be completed within 60 days of commencement.

Should the Contractor be obstructed or delayed in the prosecution or completion of its work by any act, neglect or default of TADL, then the time herein fixed for completion of the Work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the Director.

4. <u>Compensation and Method of Payment</u>. TADL agrees to pay the Contractor the Sum and Unit Prices provided in the attached bids, specifications and other contract documents in the

time and manner therein provided. The total not-to-exceed price for all Work described herein shall be $\underline{$.

5. <u>Independent Contractor</u>. The relationship of the Contractor to the Library is that of an independent contractor and in accordance therewith, Contractor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the Library or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by Contractor to be a joint endeavor with the Library.

The Contractor hereby further warrants that is not and shall not be or act as an agent or employee of the Library, nor assume or create any duty, commitment or obligation on behalf of nor bind the Library in any respect whatsoever. The Contractor shall perform its services under this Agreement entirely as an independent contractor, and shall not be deemed an agent, employee or legal representative of the Library. The Library and the Contractor shall each have and maintain complete control over all its employees, agents and operators. Facts or knowledge of which the Contractor becomes aware shall not be imputed to the Library without communication to and receipt by managerial officials or employees of the Library. The Contractor has no authority to assume or create, and will not assume or create, any commitment or obligation on behalf of the Library in any respect whatsoever. Further, the Contractor or its subcontractors shall exercise their independent judgment for the services provided in this Agreement.

6. <u>Contractor Responsibility</u>. The Contractor shall perform the Work in a good and workmanlike manner and assumes the risk in performing under this Agreement. Contractor shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. <u>Indemnity</u>. Contractor shall indemnify and save harmless the Library its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work relating to this contract based upon any act, omission, or negligence of Contractor or its employees, agents, servants, subcontractors, or any other person or persons, including but not limited to the Library, its agents, officers, or employees as well as any damages the Library may sustain as a result of the failure of the Contractor to comply with the provisions of this Agreement. The obligations to indemnify and hold harmless contained herein shall exclude only those matters in which the claim arises out of allegations of the sole negligence of the Library, its officers, agents or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the Library in an action against them.

No payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against

the Library without its express written consent. This indemnity shall survive the expiration and termination of this Agreement.

The Contractor expressly acknowledges and agrees that this indemnification agreement provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.

Contractor further agrees that if it subcontracts for any of the Work, any such subcontract shall contain a provision identical to the above whereby the subcontractor agrees to indemnify and hold harmless the Library.

8. <u>Insurance</u>. The Contractor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Contractor will upon execution of this Agreement provide a certificate of insurance to the Library Director. The policy shall contain endorsements stating that at least a 10-day notice will be given to the Library prior to termination or any change in the policy and shall provide an endorsement stating that the Library has been named as an additional insured onto such policy for all claims arising out of the Contractor's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the Library.

A. <u>Contractor's General Liability and Property Damage</u>. The Contractor shall procure and shall maintain during the life of this Contract Contractor's General Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, for each person; and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of each accident; and Contractor's Property Damage Insurance in an amount not less than \$1,000,000 each occurrence; and combined Single Limit for Bodily Injury and Property Damage Liability in an amount not less than \$2,000,000 for each occurrence, including property damage coverage for the following terms:

B. <u>Owner's (Library's) Protective Liability</u>. The Contractor shall furnish to the Library, in duplicate, an Owner's Protective Liability Policy insuring the Library in an amount not less than \$1,000,000 with respect to any one person, and \$1,000,000 with respect to any occurrence in the case of bodily injury, and \$500,000 for each occurrence and a \$500,000 aggregate for property damage liability; and combined single limit for Bodily Injury and Property Damage in an amount not less than \$1,000,000 for each occurrence.

C. <u>AllRisk Builder's Insurance</u>. The Contractor shall procure and maintain, in the name of the Library and of the Contractor, as their respective interests may appear during the life of the Contract, AllRisk Builder's Risk Insurance on a completed value basis in an amount not less than

the Contract amount plus the value of all material furnished by the parties other than the Contractor for installation in the project to cover all project structures and materials, supplies, machinery, equipment and fixtures including the installation cost thereof which are owned by the insured or for which the insured is legally liable. This policy covers the property of the insured (a) while in transit at the risk of the insured; (b) while on the premises of construction or installation; and (c) during construction, installation or testing. This policy insures against all risk of direct physical loss or damage to the property insured hereunder and shall specifically cover loss due to fire, wind, flood and collapse, but may be subject to exclusion of losses from wear and tear, misappropriation of business, defective materials, collapse due to faulty workmanship, nuclear or radiation war, insurrection, riot or civil disobedience.

D. <u>Automobile Liability</u>. The Contractor shall acquire and maintain during the life of this Agreement, automobile liability insurance, including applicable "no-fault" coverage, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

9. <u>Workers Compensation</u>. The parties shall maintain suitable Workers Compensation Insurance and Occupational Disease Insurance pursuant to Michigan law and Contractor shall provide a certificate of insurance or copy of state approval for self insurance to the Library Director of the Library upon execution of this Agreement.

10. <u>Compliance with Regulations</u>. The Contractor or its subcontractors shall impose work orders on its employees, agents and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters. The Contractor shall further comply with all applicable statutes, rules and regulations of all Federal, State and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

In the event that samples or other materials contain classified as "hazardous waste" under state or federal law, the Contractor shall, under a manifest signed by the Contractor or its agent, as the generator, have such samples transported for final disposal to a location selected by the Contractor.

11. <u>Standard of Conduct</u>. Contractor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the Work or project.

12. <u>Library's Obligation</u>. The Library shall provide Contractor with all information currently available to the Library upon request of the Contractor. The Library Director shall designate an Library employee to be the Library's representative for purposes of this Agreement.

13. <u>Non-Discrimination</u>. The parties agree not to discriminate against an employee or

applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

14. <u>Prohibition Against Assignment</u>. This Agreement is intended to secure the service of Contractor because of its ability and reputation and none of the Contractor's duties under the Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the Library Director. Any assignment, subcontract or transfer of Contractor's duties under this Agreement must be in writing.

15. <u>Third Party Participation</u>. The Contractor agrees that despite any subcontract entered into by the Contractor for execution of activities or provision of services related to the completion of this project, the Contractor shall be solely responsible for carrying out the project pursuant to this Agreement. The Contractor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Contractor in the conduct of the project unless the Library Director and the Contractor agree to modification in a particular case. The Contractor shall not subcontract unless agreed upon in writing by the Library.

16. <u>Third Party Beneficiaries</u>. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

17. <u>Interest of Contractor</u>. The Contractor represents and warrants that its officers and employees have no interest and that it is not a party to any other existing or previous agreement and covenant that they will not acquire any interest direct or indirect or become a party to any agreement, which would conflict in any manner or degree with the performance of Contractor's services and duties hereunder. The Contractor further covenants that in the performance of the Agreement, no person having any such interest shall be employed. Contractor further covenants that neither it nor any of its principals are in default to the Library.

18. <u>Covenant Against Contingent Fees</u>. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the Library shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. <u>Qualifications of the Contractor</u>. The Contractor specifically represents and agrees that its officers, employees, agents and Contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

20. <u>Permits</u>. To the extent applicable, the Contractor shall examine all permits and licenses pertaining to the Work to determine whether all permits and licenses required to be issued by any governmental authority on account of any or all of the activities related to the Work have been obtained or issued and are in full force and effect, and whether the Work is in compliance with the terms and conditions of such permits and licenses. In the event that all permits and license required to be obtained for the Work have not been obtained, Contractor shall be responsible for acquiring all necessary permits and licenses to perform the Work.

21. <u>Notice</u>. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in the Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

22. <u>Contractor's Representations</u>. The Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions, including subsurface and soil conditions, that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws, rules, and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (including surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the material, means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific material, means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor to perform the Work, and safety precautions and programs incident thereto.

E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by the Library and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract

Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. Contractor has given the Library written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor has reviewed, examined, and understands all standards referenced in the Contract.

K. Contractor understands that any quantity estimates are provided for reference only and the Contractor has verified final quantities. Contractor has provided written notice of any substantial discrepancies and the written resolution thereof by the Library is acceptable to Contractor.

23. <u>Amendments</u>. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

24. <u>Termination</u>.

A. <u>For Fault</u>. If the Library Director determines that the Contractor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the Library Director may terminate or suspend this Agreement in whole or in part upon written notice to the Contractor specifying the portions of the Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Contractor shall correct the violations referred to in the notice. If the Contractor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Contractor at time of termination. This provision for termination shall not limit or modify any other right to the Library to proceed against the Contractor at law or under the terms of this Agreement.

B. <u>Not for Fault</u>. Whenever the Library Director determines that termination of this Agreement in whole or in part is in the best interest of the Library or in the event that termination is required by any State or Federal agency, the Library Director may terminate this Agreement by written notice to the Contractor specifying the services terminated and the effective date of such termination. Upon termination, the Contractor shall be entitled to and the Library shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

25. Force Majeure. If because of Force Majeure, either party is unable to carry out any of its

obligations under this agreement, (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement, and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the Library may terminate this agreement.

26. <u>Delay</u>. If the Contractor is delayed in the completion of the Work due to Force Majeure or otherwise, the time for completion may be extended for a period determined by the Library to be equivalent to the time of such delay. The Library may terminate this agreement if the delay lasts for more than 30 days. Upon termination by the Library, the Contractor shall be entitled to the costs actually incurred in compliance with this agreement less any costs incurred by the Library as a result of the delay until the date of such termination, but not more than the maximum contract amount.

27. <u>Interpretation</u>. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of Contractor, or if a person of masculine or feminine gender joins in this Agreement on behalf of Contractor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement, this Agreement's terms shall prevail.

28. <u>Dispute Resolution</u>. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. <u>Mediation</u>. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.4111, to bring them together in at least one mediation session.

B. <u>Arbitration</u>. If they are unable to resolve the dispute through mediation, the parties may select to have it decided by final and binding arbitration according to the rules and procedures of Arbitration Services of Northern Michigan or a similar agreed to organization. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

C. <u>Venue</u>. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

D. <u>Notice</u>. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must direct the parties to mediation before issuing an award.

E. Work Continuance and Payment. Unless otherwise agreed in writing, Contractor shall continue the Work and maintain the approved schedules during any dispute resolution proceedings. If Contractor continues to perform, the Library shall continue to make payments in accordance with this Agreement.

F. Emergency Injunctive Relief. Nothing in this Contract shall prohibit the Library from seeking emergency injunctive relief, should the situation warrant it under MCR 3.310.

29. <u>Freedom of Information Act.</u> The Contractor acknowledges that the Library may be required from time to time to release records in its possession by law. The Contractor hereby gives permission to the Library to release any records or materials received by the Library as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

30. <u>Entire Agreement</u>. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should Contractor recommend further work concerning the project, the Library is under no obligation to engage Contractor in such work.

31. <u>Authority to Execute</u>. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

TRAVERSE AREA DISTRICT LIBRARY

By_____ Susan Odgers, President

By_____9

Marylee Pakieser, Secretary

CONTRACTOR

By_____Signature

Name and Title (print or type)

APPROVED AS TO FORM:

Sondee, Racine & Doren, PLC General Counsel

GENERAL SPECIFICATIONS

1. <u>SCOPE OF THE WORK</u>.

The scope of the work consists of furnishing all materials, equipment and labor for completing of the project as shown on the plans and referred to in these specifications.

2. <u>DEFINITIONS</u>.

For the purpose of these specifications, the following terms are used herein and are respectively defined as follows:

- A. "Library" shall mean the Traverse Area District Library.
- B. "Library Representative" shall mean Michele Howard, Library Director.
- C. "Contractor" shall mean the individual, partnership, corporation or a combination of any or all jointly, undertaking the execution of the Work under the terms of the Contract and acting directly or through agents or employees.

3. PROSECUTION AND PROGRESS.

A. <u>Subcontracting</u>. The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the Work under its control.

No subcontractor will be recognized as such, and all persons engaged in the Work or construction will be considered as employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract and specifications.

The Contractor shall perform with its own organization contract work amounting to not less than Fifty (50%) percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract, and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with its own organization.

When a portion of the Work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the Library Representative, the subcontractor shall be removed immediately on the requisition of the Library Representative and shall not again be employed on the Work.

B. <u>Progress</u>. The Contractor shall proceed with the Work in accordance with the progress schedule worked out at the pre-construction meeting to follow the award of the Contract

4. CONTRACT DOCUMENTS.

If the Contractor believes a conflict, error, ambiguity, or discrepancy exists within the Contract Documents or between the Contract Documents and any provisions of any law or regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any supplier, Contractor shall report it to the Library Representative in writing at once and request an amendment or supplement to the Contract documents by the Library Representative. In the event that the Contractor proceeds with the Work without an amendment or supplement issued by the Library Representative, Contractor shall assume all risk in performing the Work without such amendment or supplement, which shall include but not be limited to the risk that the work performed shall be required to be removed, replaced, or corrected by the Authority.

5. ESTIMATES AND PAYMENTS.

- A. The Library shall pay and the Contractor shall receive the prices bid in the bid form or agreed upon, less any deduction for any uncompleted portion based upon measurements made by the Library Representative or as otherwise herein stipulated, and such measurements shall be final and conclusive.
- B. The Contractor shall submit to the Library an application for each payment and shall submit a Contractor's Declaration stating that he has not performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for or claim compensation from the Library other than as indicated on the Contractor's Declaration and, if required, shall submit receipts or other vouchers showing its payments for materials and labor, including payments to subcontractors.
- C. X Contract Price \$30,000 or more or Contract Price to be paid in more than three (3) payments:

Payments, based on progress estimates, will be made within 30 days from approval for Ninety (90%) percent of the Work completed as set forth in the progress estimate, until the Work is Fifty (50%) in place. Thereafter, additional retainage shall not be withheld unless it is determined that the Contractor is not making satisfactory progress, or that there is other specific cause relating to the Contractor's performance under the Contract. If such a determination is made, not more than Ten (10%) percent of the dollar value of the Work more than Fifty (50%) percent in place shall be retained as additional retainage. No payment estimate shall be paid until approved by the Library Representative, and shall be less any deductions or reservations which may be made in accordance with the terms of the Contract. No allowance will be made for materials furnished, unless incorporated in the finished Work, unless otherwise stated.

OR

 \Box Contract Price less than \$30,000 or Contract Price to be paid in three (3) or less payments.

Payments, based on progress estimates, will be made within 30 days from approval for 90% of the Work completed as set forth in the progress estimate and approved by the Library Representative, less any deductions or reservations which may be made in accordance with the terms of the Contract. No allowance will be made for materials furnished, unless incorporated in the finished Work, unless otherwise stated.

- D. The Library may withhold the payment of any estimate or portion of estimate until the Contractor shall have furnished satisfactory evidence that he has paid all claims of every nature.
- E. No payment shall be considered as acceptance of the Work or any portion thereof prior to the final completion of the Work, and the payment of the final estimate.
- F. The contract will not be finalized until all submittals, guarantees, bonds, certifications, licenses and affidavits required for work on equipment as specified are satisfactorily filed with the Library Representative.

When required, the Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the Work. The notarized copies shall be delivered to the Library Representative no later than ten days after the Contractor received the notice of award from the Library Representative. Current notarized copies of licenses and certificates shall be provided to the Library Representative within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

1. A professional license or certificate in the field of certified electrician.

- G. Within thirty (30) days after the completion and acceptance of the Work under this Contract to the satisfaction of the Library and in accordance with all and singular terms and stipulations herein contained, the Library shall make final payment from a final estimate made by the Library Representative.
- H. Before final payment is made, the Contractor shall make a Contractor's Affidavit that all claims of every nature have been paid or a release secured from the surety or sureties approving payment of the final estimate by the Library. The final payment, when made, shall be considered as final approval and acceptance of the completed Work herein specified. The acceptance by the Contractor of the final payment aforesaid shall operate as and shall be a release to the Library and its agents from all claims and liability to the Contractor for anything done or furnished for relating to the Work or for any act of neglect of the Library or of any person relating to or affecting the Work.
- I. Only those items mentioned in the bid form are pay items. It is the Contractor's responsibility to complete those items and to furnish all other materials, workers, and machines to obtain a complete and satisfactory job. All other necessary items for a complete job shall be considered incidental and not pay items.

6. <u>LIBRARY REPRESENTATIVE'S STATUS</u>.

The Library Representative is representative during construction of the Project. The Library Representative has authority to stop the Work whenever such stoppage may be

necessary to insure proper execution of the Contract. The Library Representative shall also have authority to reject all work and materials which do not conform to the contract.

7. <u>RESIDENT PROJECT REPRESENTATIVE STATUS</u>.

- A. The Library Representative may appoint Resident Project Representatives who shall be under the direction of the Library Representative. The representative on the Work will inform the Library Representative as to the progress of the Work, the manner in which it is being done, and the quality of the materials being used. The representative shall call to the attention of the Contractor any failure to follow the plans and specifications that he or she observes. The representative shall have the authority to reject materials or suspend the Work until any questions on the performance of the Work can be referred to and decided by the Library Representative. The representative shall have no authority to supervise the Contractor's operations or to change the Contract or specifications.
- B. In no instance shall any action or omission on the part of the Library Representative or Resident Project Representatives release the Contractor of the responsibility of completing the Work in accordance with the plans and specifications.

8. <u>PRE-CONSTRUCTION MEETING</u>.

After the award of the contract by the Library, a principal member of the Contractor's organization **shall** attend a pre-construction meeting to be held at a place and on a date mutually agreed upon. At this time, the requirements of the project, the Contractor's schedule of operations and construction methods, and the contract documents shall be delineated in order to obtain a mutual understanding of the overall construction program by the Library and Contractor.

9. <u>PROGRESS SCHEDULE</u>.

- A. Within ten days after the pre-construction meeting, if applicable, and prior to starting work, the Contractor shall prepare and submit to the Library Representative two copies of a construction progress schedule showing in a clear, graphical manner the proposed dates for the commencement, progress and completion of the Work. The progress schedule shall be predicated on the completion of the Work on or before the date of completion as stated in the Contractor's bid. Upon approval of the progress schedule, it shall become a part of the contract documents.
- B. If, during the course of the Work, it becomes apparent that the progress schedule is unrealistic, it shall be revised and resubmitted to the Library Representative for approval. Upon approval of the revised progress schedule, it shall become a part of the contract documents.

10. <u>PROTECTION OF WORK AND PROPERTY</u>.

A. The Contractor shall continuously maintain adequate protection of all Contractor's work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this damage, injury or loss, and shall defend and save the Library harmless from all such damages or injuries

occurring because of Contractor's work. Contractor shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, provide watchmen and other facilities for protection required by public authority or local conditions, all at no additional cost to the Authority.

- B. The Contractor shall assume full responsibility of loss or damage to the Work during the entire construction period resulting from conditions, and from all other causes whatsoever not directly due to the acts or neglect of the Library, including fire, vandalism and malicious mischief, and shall turn the finished work over to the Library in good condition and repair at the time of the final estimate.
- C. The Contractor shall not work, store, or operate equipment outside designated work areas as shown on plans without permission of the Library Representative.

10. <u>REPORTS AND COMMUNICATIONS</u>. If requested by the Owner, the Contractor will provide communication services and attend meetings. Contractor shall if requested by the Owner:

- A Submit reports and test results to the Owner.
- B. Make known the provisions of this subparagraph to all contractors and subcontractors, who shall be bound by the confidentiality provisions of this Agreement.
- C. Disclose on request to the Owner all data, reports and test results generated by the Contractor within the scope of this Agreement, the Development Agreement, or in connection with the Development.

11. <u>TRAFFIC CONTROL</u>.

The Contractor shall maintain access, whenever possible, for patron traffic, deliveries, and emergency vehicles.

The Contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by the Library Representative. The work area shall be confined to the smallest area possible to allow maximum use of the Library and to reduce any hazard to traffic or pedestrians to a minimum.

12. CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE.

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract or a waiver of Contractor's obligation to perform the Work in accordance with the Contract:

- A. observation or failure to observe by the Library, its agents, or employees;
- B. payment by the Library of any progress payment;

- C. the issuance of a certificate of Substantial Completion by Library Representative or any payment related thereto by the Authority;
- D. use or occupancy of the Work or any part by the Authority;
- E. any acceptance by the Library, its agents, or employees or any failure to do so;
- F. any inspection or test by the Library, its agents, or employees;
- G. approval by others; or
- H. any correction of defective work by the Library or its agents or contractors.

13. CHANGES IN THE WORK.

- A. The Library Representative shall have the right to require change in, addition to, or deductions from the Work required by the contract documents provided that if changes, additions or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the contract price, if any, because of any change, addition or deduction in the Work shall be determined as hereinafter provided, and any claims for extension of time for completion shall be adjusted at the time of ordering the change, addition or deduction. No claim for change, addition, deduction, or adjustment of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of an order from the Library Representative specifically authorizing such change, addition or deduction. Where the order diminishes the quantity of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the Work that may be dispensed with.
- B. It is understood and agreed that in case of any change in, addition to, or deduction from the Work is required, said change shall in no way invalidate the Contract and shall not affect or discharge the bonds furnished by the Contractor.
- C. The Contractor may not make a claim for an adjustment under the contract after the Contractor has received the final payment under the contract.

14. <u>PAYMENTS WITHHELD</u>.

- A. The Library may withhold or nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:
 - 1. Defective work not remedied; or
 - 2. Claims filed or reasonable evidence indicating probable filing of claims; or

- 3. Failure of the Contractor to make payments properly to subcontractors or for material or labor; or
- 4. A reasonable doubt that the Contract can be completed for the balance then unpaid; or
- 5. Damage to another contractor; or
- 6. Liquidated damages.
- B. When the above grounds are removed, payment shall be made for amount withheld because of them.

15. <u>EQUAL OPPORTUNITY REQUIREMENTS.</u>

Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity, disability unrelated to ability to perform the job, or marital status. Breach of this covenant may be regarded as a material breach of contract.

16. <u>EMPLOYEES</u>.

Personnel employed by the Contractor shall in no way be deemed to be employees of the LIBRARY and shall not be entitled to any fringe benefit the LIBRARY affords its employees. Personnel employed by the Contractor shall not hold themselves out as employees of the Library

17. <u>BONDS</u>.

Prior to commencement of the Work, Contractor will be required to furnish surety bonds from a surety company with an A.M. Best rating of 'A' or better, U.S. Treasury Department listed and admitted to do business in the State of Michigan. The surety shall be acceptable to the Library. Each bond shall be on the AIA Document A312 forms provided as follows:

A. <u>Performance Bond</u>. The Contractor, as Principal, shall furnish a surety bond in an amount at least equal to one-hundred (100%) percent of the contract amount as security for faithful performance of this contract. The Library shall be Obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and save harmless the Library from all costs and damages by reason of the Principals failure to perform in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond.

The above mentioned AIA Document A312 shall be modified to include a maintenance and guarantee obligation in the amount of not less than one hundred percent (100%) of the Contract price in favor of the Library to keep in good order and repair any defects in all of the Work extending for a period of one year from the date of payment of the final pay request or acceptance of construction.

B. <u>Payment Bond</u>. The Contractor, as Principal, shall furnish a surety bond in an amount equal to one-hundred (100%) percent of the contract amount as security for the prompt payment to all subcontractors and persons supplying labor, equipment and material in the performance of all work under said contract, and any and all authorized modifications under this contract. The contract, by reference, shall be an integral part of this bond.

18. <u>CONTRACTOR'S SUPERVISION AND ORGANIZATION</u>.

- A. The Work under this contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient superintendence to the Work, using his or her best skill and attention. The Contractor shall at all times keep a competent superintendent and any and all necessary supervisors and assistants on the site of the Work during its progress. The superintendent shall represent and have full authority to act for the Contractor in the Contractor's absence, and all directions given to the Superintendent shall be as binding as if given to the Contractor. The superintendent shall be authorized to receive and execute any and all orders, when given by the Library Representative; and such order, when given out and received by the superintendent, shall be deemed to have been given to and received by the Contractor. Copies of the drawings and specifications shall at all times be kept on file by the Contractor at readily accessible points near the Work.
- B. The Contractor shall employ only competent, efficient workers and shall not use on the Work any unfit person or one not skilled in the Work assigned and Contractor shall at all times enforce strict discipline and good order among Contractor's employees.

19. <u>DIFFERING SITE CONDITION</u>.

Contractor has represented that it has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions, including subsurface conditions that may affect cost, progress, and performance of the Work. As such, Contractor assumes the risk in encountering differing site conditions and all costs associated therewith. In the event that the Contractor encounters a differing site condition that materially and substantially causes an increase in the cost or time required for the performance of the Work, Contractor may request an increase in Contract Time or Contract Price prior to performing the increased work. Library Representative may consider such request, but shall not be obligated to grant the request. In no case shall the Contractor request any increase in Contract Time or Contract Price for work already performed nor may the Contractor stop or delay the Work because of the differing site condition. In the event that the Library Representative denies the request, Contractor shall be obligated to perform the Work required under this Contract. This provision shall supersede and replace any differing site condition or similar provision contained in any incorporated standard or specification referenced in the Contract.

20. ESTIMATED QUANTITIES.

The quantities of the various classes of work to be done and materials to be furnished under this contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the Work under this contract; and neither the Library nor its agents is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the Work; and the Contractor shall make no claim for anticipated profit nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

21. <u>TIME FOR COMPLETION; LIQUIDATED DAMAGES</u>.

- A. The work which the Contractor is required to perform under this contract shall be commenced and fully completed at the time stipulated by the Library in a written "Notice to Proceed" to the Contractor.
- B. This is to be a daytime operation (8:00 a.m. 5:00 p.m.), Monday through Friday, unless otherwise approved by the Library Representative.

The Contractor shall be responsible for liquidated damages of Three Hundred Dollars (\$300) per calendar day for each day after the time limit specified in the contract until the project is completed.

22. <u>PERMITS</u>.

The Contractor shall obtain all permits, including any necessary construction permits required of Contractors for work within public streets, highways, roads or alleys. Contractor shall pay for same at Contractor's own expense as well as for any inspection fees that may be required in connection with such permits and shall conduct construction operations in accordance with provisions of such permits including tunneling of pavement where reburied. Contractor shall also furnish any required bonds and pay the cost of same.

23. <u>USE OF REFERENCES</u>.

- A. Work specified by reference to the published standard or specification of a government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall conform to or surpass the minimum standards of quality for materials and workmanship established by the designated standard or specification.
- B. Where so specified, products or workmanship shall also conform to the additional prescriptive or performance requirements included within the Contract Document to establish a higher or more stringent standard of quality than that required by the referenced standard.
- C. Where the specific date or issue of the standard is not included with the reference to the standard, the edition, including all amendments published and available on the first published date of the Invitation to Bid, shall apply.
- D. Where two or more standards are specified to establish quality, the product and workmanship shall conform to or surpass the requirements of both.
- E. In case of conflict between referenced standards, the more stringent shall apply.

- F. Where both a standard and a brand name are specified for a product on the Contract Document, the proprietary product named shall conform to or surpass the requirements of the specified reference standard. The listing of a trade name in a Contract Document shall not be construed as warranting that such product conforms to the respective reference standard.
- G. Copies of applicable referenced standards have not been bound in this Contract Document. Where copies of standards are needed by the Contractor for superintendence and quality control of the Work, the Contractor shall obtain a copy or copies directly from the publication source and maintain it in an orderly manner at the jobsite where it is available to the Contractor's personnel, subcontractors, Library personnel and the Library Representative.

24. <u>CONTRACT CLOSEOUT SUBMITTALS</u>.

- A. <u>Record Drawings</u>. Unless otherwise directed by the Library Representative, each month the Contractor shall submit to the Library Representative a current listing and description of each change incorporated into the work since the preceding submittal. The Library Representative will prepare a set of record drawings for the project, which will include the changes made in materials, equipment, locations and dimensions of the Work.
- B. <u>O & M Manuals</u>. Unless otherwise directed by the Library Representative, the Contractor shall revise and resubmit manuals, or portions of manuals, found to be missing or incomplete from the Library Representative's punch list.
- C. <u>Warranties</u>. The Contractor shall furnish three copies of all manufacturer's warranties for products or systems specified to be provided under a special warranty.



T.A.D.L. 2023 RESTROOM UPDATE SCOPE OF PROJECT 6/6/23 Revised 7/18/23.

1st FLOOR RESTROOMS #107 & #173:

DEMOLITION:

- Remove partitions, screens, toilets, urinals, counters & sinks, paper towel dispensers, trash containers, **(retain for re-use:** grab bars, sanitary napkin disposal receptacles, scent sprayers, sharps containers, baby changing stations)
- Remove wall tiles & Sheet Mirrors
- DO NOT DISTURB OR REMOVE FLOOR TILE AND BASE.

- Automatic out-swing door (right swing) added to Room 173. Room 104 door to be either retrofitted with automatic opener, or possibly replaced by new automatic door. TBD
- Repair drywall on non-tile wall surfaces as needed and prep all walls for new wall tile to 60" high. (See specifications B-1)
- Wire for AC plug-in adapters for new hands-free urinals (2 Rm. 104), toilets (2 Rm. 104, (5 Rm. 173), deck-mount faucets (2 Rm. 104), (3 Rm. 173), soap dispensers (2 Rm. 104, 3 RM. 173), paper towel/trash dispensers (1 Rm. 104, 2 Rm. 173).
 (See specifications E-5, E-3a, E-6a, E-6b, E-6c, F-1 F-2,)
- Prep walls for new, recessed, combination, hands-free paper dispenser & trash receptacles with ac plugin adaptors. (See specifications F-1)
- Ceilings & Upper Walls will be painted. (See specifications B-3)
- New poured Epoxy floors. (See specifications A)
- Install new toilets & urinals. (See specifications E-3a, E-3b, E-5)
- Install new partitions & urinal screens (See specifications C-1 & C-2)
- Install new, solid surface counters with undermount sinks at two levels (See specifications D, E-1,)
- Install new ADA Laminate wood frame enclosures under counters at two levels. (See specifications G)
- Install new paper towel/trash dispensers with AC plug-in adapters, toilet paper dispensers, sanitary napkin receptacles, grab bars, coat hooks, faucets, soap dispensers, baby changing stations, mirrors, sharps containers, and signage. (See specifications E-6, F)



2ND FLOOR RESTROOMS #218 & #219:

DEMOLITION:

- Remove partitions and screens, toilets, urinals, counters & sinks, paper towel dispensers, trash containers, **(retain for re-use:** grab bars, sanitary napkin disposal receptacles, scent sprayers, sharps containers, baby changing stations)
- Remove wall tiles & Sheet Mirrors
- DO NOT DISTURB OR REMOVE FLOOR TILE AND BASE in Room #219 (Women's).
- REMOVE FLOOR TILE & BASE IN Room #218 (Men's) ONLY.

- Install new sub-flooring in Room #218 (Men's). (See specifications A)
- New cove base in #218.
- Repair drywall on non-tile wall surfaces as needed and prep all walls for new wall tile to 60" high. (See specifications B-1)
- Wire for AC plug-in adapters for new hands-free urinals (2 in Rm. 218), toilets (4 total), deck-mount faucets (4 total), soap dispensers (4 total), paper towel/trash dispensers (2 total). (See specifications E-5, E-3a, E-6a, E-6b, E-6c, F-1 F-2,)
- Prep walls for new, recessed, combination, hands-free paper dispenser & trash receptacles with ac plugin adaptors. (See specifications F-1)
- Ceilings & Upper Walls will be painted. (See specifications B-3)
- New poured Epoxy floors. (See specifications A)
- Install new toilets & urinals. (See specifications E-3a, E-3b, E-5)
- Install new partitions & urinal screens (See specifications C-1 & C-2)
- Install new, solid surface counters with undermount sinks at two levels (See specifications D, E-1,)
- Install new ADA Laminate wood frame enclosures under counters at two levels. (See specifications G)
- Install new paper towel/trash dispensers with AC plug-in adapters, toilet paper dispensers, sanitary napkin receptacles, grab bars, coat hooks, faucets, soap dispensers, baby changing stations, mirrors, sharps containers, and signage (See specifications E-6, F)
- Restroom doors to be either retrofitted with automatic openers, or possibly replaced by new automatic doors. TBD



EMPLOYEE RESTROOMS #144 & #145 1st FLOOR:

DEMOLITION:

- Remove toilets, counters, sinks, mirror, light, shelf, toilet paper holder, grab bars, shelf.
- Remove wall tile.
- Repair floor base tile in #144.

- Repair drywall on non-tile wall surfaces as needed and prep all walls for new wall tile to 60" high. (See specifications B-1)
- Wire for AC plug-in adapters for new hands-free toilets, deck-mount, faucets, soap dispensers, paper towel/trash dispensers. (See specifications E-3a, E-6a, E-6b, E-6c, F-1 F-2,) (1 each in Rm. 144 & 145)
- Prep walls for new, recessed, combination, hands-free paper dispenser & trash receptacles with ac plugin adaptors. (See specifications F-1)
- Ceilings & Upper Walls will be painted. (See specifications B-3)
- New poured Epoxy floors. (See specifications A)
- Install new toilets. (1 each in Rm. 144 & 145) (See specifications E-3a, E-3b,)
- Install new, solid surface cantilevered counters with undermount sinks. (See specifications D-6, D-7) (1 each room)
- Install new paper towel/trash dispensers with AC plug-in adapters, toilet paper dispensers, sanitary napkin receptacles, grab bars, coat hooks, faucets, soap dispensers, baby changing stations, mirrors, sharps containers, and signage. (See specifications E-6, F) Restroom doors to be either retrofitted with automatic openers, or possibly replaced by new automatic doors. TBD



CHILDREN'S DEPARTMENT RESTROOM #136-1:

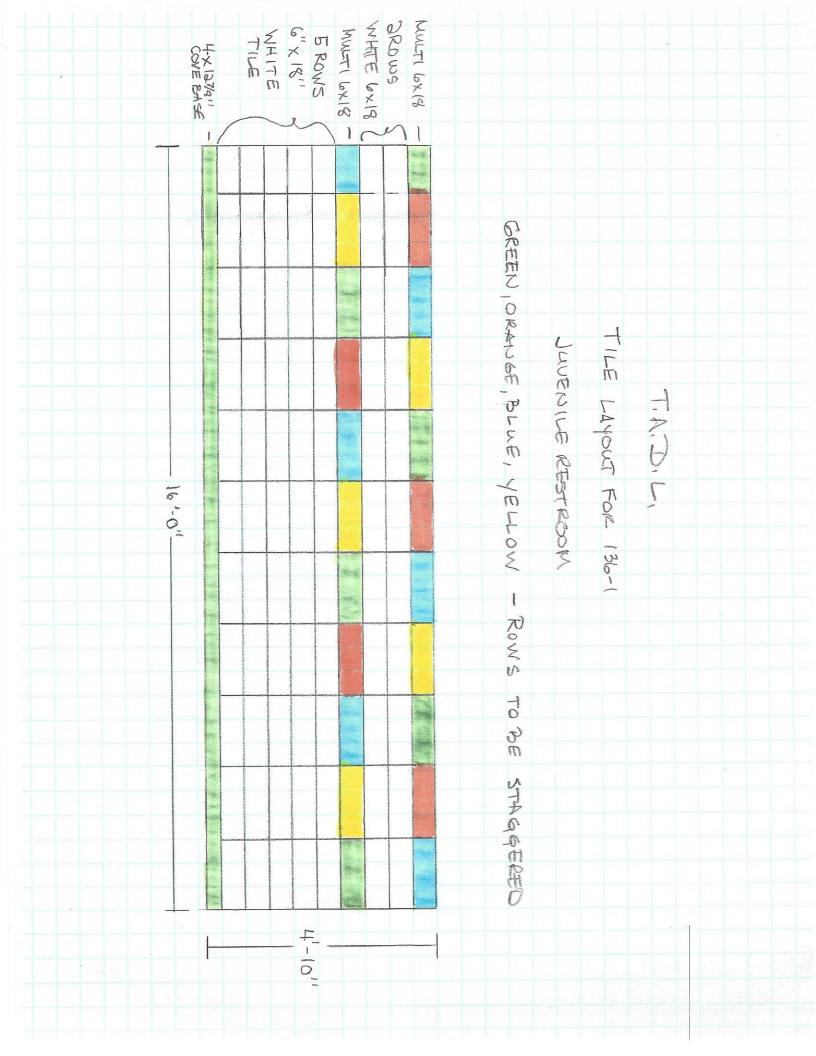
DEMOLITION:

- Remove toilet, sink, mirror, light, shelf, toilet paper holder, grab bars, soap dispenser, shelf, baby changing station etc. (retain for re-use: SINK? grab bars, scent sprayers, sharps containers, baby changing stations)
- Remove wall tile & rubber cove base.
- DO NOT DISTURB OR REMOVE TILE FLOOR.

- Repair drywall on non-tile wall surfaces as needed and prep all walls for new wall tile to 58" high. (See specifications B-2)
- Wire for AC plug-in adapters for new hands-free toilets, deck-mount, faucets, soap dispensers, paper towel/trash dispensers. (See specifications E-3a, E-6a, E-6b, E-6c, F-1 F-2,) (1 each)
- Prep walls for new, recessed, combination, hands-free paper dispenser & trash receptacles with ac plugin adaptors. (See specifications F-1)
- Ceilings & Upper Walls will be painted. (See specifications B-4)
- New poured Epoxy floors. (See specifications A)
- Install new toilets. (See specifications E-4a, E-4b1, E-4b2)
- Install new sink at Juvenile ADA height (See specifications E-2) (unless re-using old sink)
- Install new paper towel/trash dispensers with AC plug-in adapters, toilet paper dispensers, sanitary napkin receptacles, grab bars, coat hooks, faucets, soap dispensers, baby changing stations, mirrors, sharps containers, and signage. (See specifications E-6, F)
- Restroom doors to be either retrofitted with automatic openers, or possibly replaced by new automatic doors. TBD



Colors are computer generated. Actual colors may vary.





TRAVERSE AREA DISTRICT LIBRARY 2023 RESTROOM REMODEL SPECIFICATIONS 7/17/23

A: FLOORING SPECIFICATIONS:

1. Marbleized Metallic Poured Epoxy Floor in Rooms #104,173,136-1,144,145, 218*, 219:

Surface preparation:

- The existing tile surface to be diamond ground to ensure epoxy coating adhesion.
- All vertical tile baseboards to be mechanically abraded & coated with smooth solid color epoxy for ease of cleaning.
- Application of acrylic bonding agent.
- Application of self-leveling hydraulic cement to smooth out the surface.
- Installation of 3 coat epoxy system with aluminum oxide anti-slip additive.
- Color to be: Metallic Azure with Satin Sheen.

*Room 218: Contractor to remove delaminated floor tile & base and lay new subfloor and base as required prior to epoxy work.

B. TILE & PAINT SPECIFICATIONS:

1. Wall Tile in Rooms 104,173,144,145,136-1, 218*, 219:

- Daltile "Assemble" Porcelain Field Tile; 3/8"; Color: Magistrate AS11, Matte finish.
- Size: 30" X 60", applied vertically to all walls.
- Trimmed with Schluter 1/2" Brushed Stainless trim.
- Grout: Hydroment H144 Misty Gray Standard.



2. Wall Tile in Room 136-1 Juvenile Restroom:

- Daltile Color Wheel Linear Wall Tile; Glazed Ceramic, 3/8"; Colors: 0190 Arctic White Semi-gloss, 0115 Emerald Semi-gloss, 1012 Mustard Semi-gloss, 1097 Orange Burst Semi-floss, 1049 Ocean Blue Semi-gloss.
- Size & Layout: Wall Tiles: 6" X 18", applied horizontally in a straight stack pattern. Main field tile is Arctic White, and there are two horizontal rows of alternating-colored tiles divided by two rows of white. (See Drawing B2)
- Base is 4 ¼" x 12 7/8" Flat Top Cove Base Tile in 0115 Emerald Semigloss.
- Grout: Hydroment H177 Bright White Standard.

3. Paint on Upper Walls & Ceilings in Rooms 104,173,144,145, 218, 219:

- Sherwin Williams Emerald Interior Acrylic Latex, Matte Sheen.
- Color: SW 6253 Olympus White (See Addendum Item B-3 & B-4)

4. Paint on Upper Walls & Ceiling in Juvenile Restroom #136-1:

- Sherwin Williams Emerald Interior Acrylic Latex, Matte Sheen.
- Color: SW 7005 Pure White (See Addendum Item B-3 & B-4)

C. TOILET PARTITIONS & URINAL SCREENS: Rooms #104,173, 218, 219.

1. ASI Global Ultimate Privacy-72; Features to include:

- Material: Black Core Phenolic; Color: #9842 Weathered Ash
- Installation: Floor Mounted Overhead Braced
- 72" Doors and Panels (installed 9" above floor for ADA compliance).
- No-sight system.
- Flush-finish self-closing doors and pilasters.
- Occupancy Indicators.

(See Addendum Items: C-1, C-1a, C-1b, C1c)



2. Toilet Partition Layouts: See Drawings in Addendum

- **C-2a** Room #145
- C-2b Room #104
- **C-2c** Rooms #128 & #219.

D. COUNTERTOP SPECIFICATIONS FOR ROOMS #104, 173, 144, 145, 218, 219.

1. MATERIAL: HanStone Quartz; 3cm; Pattern: Artisan Grey RC 104 with ¹/₄ Roundover T&B. **NOTE** FIELD MEASURE REQUIRED PRIOR TO ORDERING.

2. ROOM #104 – 1st FLOOR MEN'S ROOM:

- Approximate Width = 72"
- Depth = 24"
- 4" Backsplash
- 4" Left Side splash
- Finished Right Side
- 1 Counter at 36" standard height
- 1 Sink at standard 36" height.

3. ROOM #173 – 1st FLOOR WOMEN'S ROOM:

- Approximate Width = 108"
- Depth = 22"
- 4" Backsplash
- 4" Right Side splash
- Finished Left Side
- 1 Sink at 30" Height for ADA compliance
- 2 Sinks at standard 36" height.



4. ROOM # 218 – 2ND FLOOR MEN'S ROOM:

- Approximate Width = 71"
- Depth = 25"
- 4" Backsplash
- 4" Right Side splash
- Finished Left Side
- 1 Sink at 30" Height for ADA compliance
- 1 Sink at standard 36" height

5. ROOM #219 – 2ND FLOOR WOMEN'S ROOM:

- Approximate Width = 71 ³/₄"
- Depth = 25"
- 4" Backsplash
- 4" Left Side splash
- Finished Right Side
- 1 Sink at 30" Height for ADA compliance
- 1 Sink at standard 36" height.

6. ROOM #144 1st Floor Employee Restroom:

- Width 36"
- Depth = 24"
- 4" Backsplash
- 4" Left Side splash
- Finished Right Side

7. ROOM #145 1st Floor Employee Restroom:

- Width 36"
- Depth = 24"
- 4" Backsplash
- 4" Right Side splash
- Finished Left Side



E. PLUMBING FIXTURE SPECIFICATIONS: *

- 1. Sinks for Rooms #104, 173, 144, 145, 218, 219. *
 - ProFlo PF1812UWH; 18" x 12" white Vitreous China undercounter lavatory; (with appropriate drain kits) Qty: 11. (See Addendum Item E-1)

2. Sink for Room 136-1 Juvenile Restroom. *

 Kohler K-12638 Morningside Wall-mount Wheelchair Bathroom Sink; (with appropriate drain kit) Qty: 1. White. (See Addendum Item E2)

3. Toilets/Seats/Valves for Rooms #104, 173, 144, 145, 218, 219. *

- Toilet: Zurn Z5665-BWL1 HET Elongated Floor Mounted, ADA Height EcoVantage Flush Valve Toilet System with 1.5" top spud. 6vdc; Qty: 13. (See Addendum Item E-3a)
- Seat: Z5955SS-EL Elongated, standard white, open front toilet seat less cover with stainless steel check hinge. Qty: 13. (E-3a)
- Valve: Zurn ZER6000-AV-CPM Sensor Operated Battery Powered Flush Valve; 6VDC motor actuator and battery powered sensor; Qty: 13. (See Addendum Item E-3b)
- •

4. Toilets/Valves for Room 136-1 Juvenile Restroom: *

- Toilet: Kohler K-96064-SS Elongated Floor Mount, Flushometer Bowl with Antimicrobial finish, K-4686 toilet seat w/ scalloped handhold locations for children. Qty: 1. (See Addendum Item E-4a)
- Valve: Kohler K-10TD00N10 1.28 GPF toilet flushometer, DC powered; Qty. 1. (See Addendum Item E-4b)



- 5. Urinals for #104 1st Floor Men's Rm. & #218 2nd Floor Men's Room. *
 - Kohler K-2590 Bardon Touchless Urinal w/ flush valve. Qty: 4. (See Addendum Item E-5)
- 6. Faucets for Rooms #173, 104, 136-1,144, 145, 218, 219. *
 - ASI #0397-1AC; Deck mounted EZ Fill Water Faucet; Chrome; AC power; Qty: 12. (See Addendum Item E-6a)

*NOTE: Plumbing fixtures are recommendations and should be reviewed by a licensed professional plumber prior to ordering or installation.

- 7. Multi Feed Soap Dispenser Heads for Rooms #173 & 104:
 - ASI #0390-6-1AD EZ-Fill Deck Mounted Soap Dispenser Head; Vanity Mount; Chrome; AC power, set of 6; Qty: 1. (See Addendum Item E-6b)
- 8. Multi-Feed Kit Liquid Soap Kit for Rooms #173 & 104:
 - ASI #0390 6 Liter Soap Container, with Top Fill Tube & Counter Fill Port w/ Cover; With #0390-R Remote Control; Qty: 2. (See Addendum Item E-6c)
- 9. Individual Soap Dispenser Heads for Rooms #136-1, 144, 145, 218, 219.
 - ASI #0391-1AC EZ-Fill Individual Soap Dispenser Heads w/ 1 liter soap container; Vanity Mount; Chrome; AC Power; Qty: 7. (See Addendum Item E-6d)
- 10. Under Counter Mounting Bracket for 6 Liter Liquid Soap Container for Rooms #104 & 173.
 - ASI #0390-BR (See Addendum Item E-6c)



F. RESTROOM ACCESSORY SPECIFICATIONS:

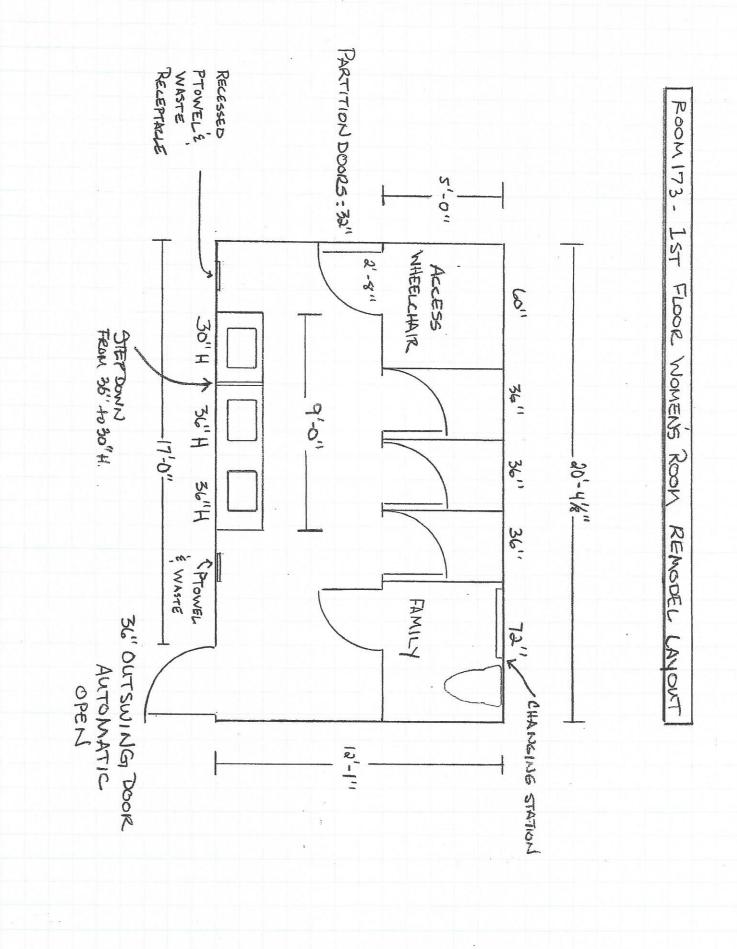
- 1. Paper Towel/Waste Receptacles for Rooms #173, 104, 144, 145, 218, 219, 136-1.
 - ASI #64696AC-6 Simplicity Auto Semi-Recessed Combination Roll Paper Tower Dispenser & Waste Receptacle; Stainless Steel, AC Power; Qty: 8. (See Addendum Item F-1)
- 2. Toilet Paper Dispensers for Rooms #173, 104, 144, 145, 218, 219, 136-1.
 - ASI #0040 Surface Mounted Twin 9" Jumbo Roll Toilet Tissue Dispenser; Stainless Steel; Qty: 14. (See Addendum Item F-2)

3. A.D.A. Mirrors for Rooms: #145, 104, 136-1, 144, 145, 218, 219.

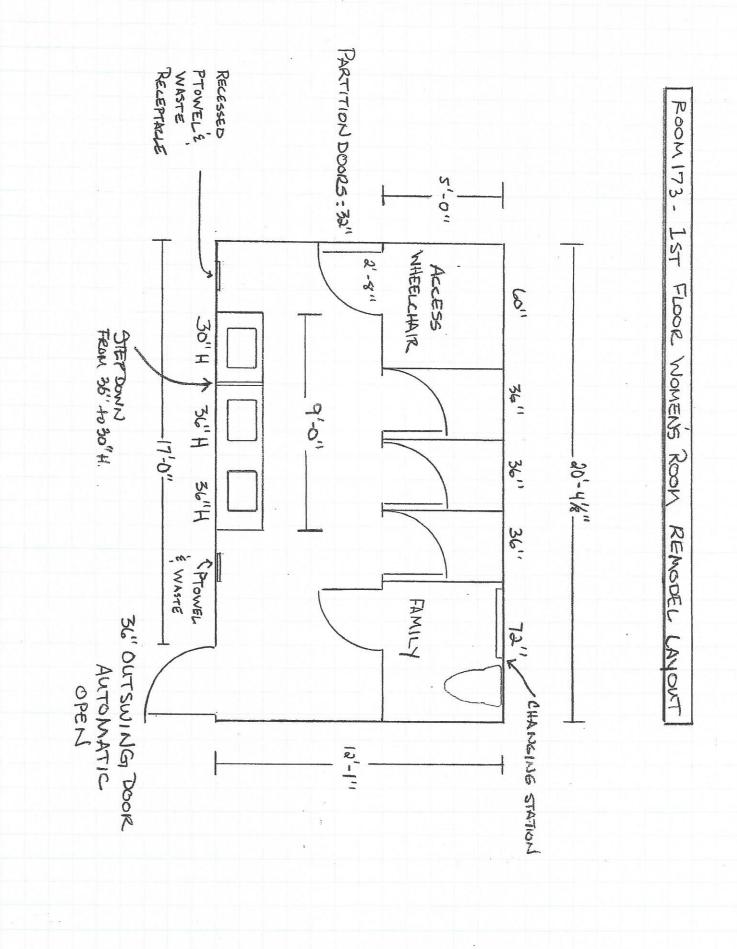
 ASI #0605-B Angle Framed Mirror with Shelf; Stainless Steel; Tempered Glass; 18" wide X 36" high. (Over ADA & Juvenile height sinks); Qty: 7. (See Addendum Item F-3a)

4. Mirrors for Rooms #145, 104, 218, 219.

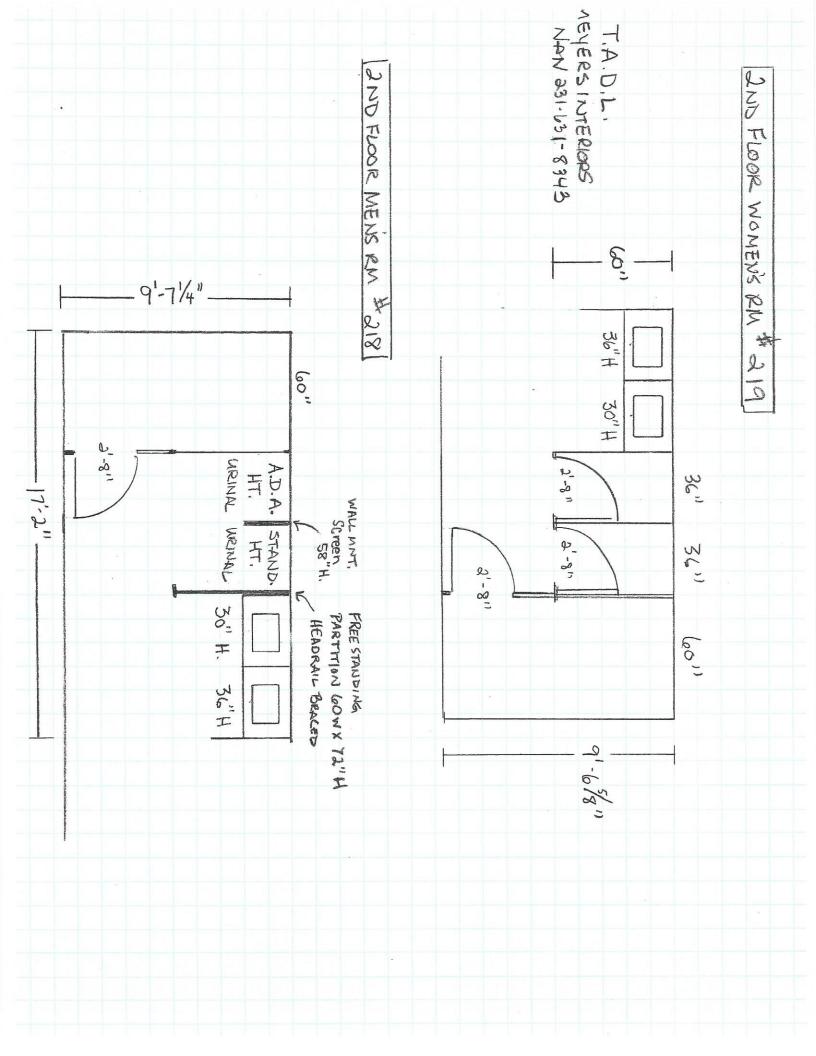
 ASI #0625-B Framed Mirror with Shelf; Stainless Steel; Tempered Glass; 18" wide X 36" high. (Over standard height sinks); Qty: 5 (See Addendum Item F-3b)



6-30



6-30





Specifications

PF1812U Undercounter Lavatory Vitreous China



Product Features

- \cdot Vitreous china with front overflow
- · Rectangle undercounter lavatory
- · Mounting clips included
- · Internal basin depth: 6-5/16"
- · Basin depth to overflow: 5-1/4"
- · Meets ASME standard: A112.19.2M
- · cUPC/IAPMO listed
- \cdot Can be mounted for ADA installation
- \cdot Available in white or biscuit

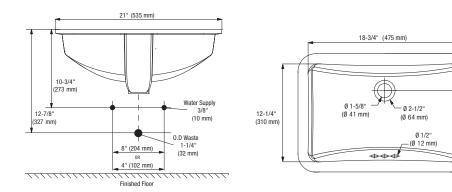
Dimensions

- · Interior: 18-3/4" x 12-1/4"
- · Exterior: 21" x 14-1/2"

Model Numbers

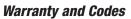
PF1812UWH	18" x 12" VC undercounter lavatory-white
PF1812UBS	18" x 12" VC undercounter lavatory-biscuit

Product Specifications



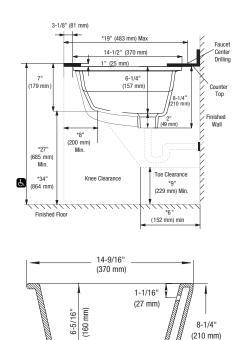
*All dimensions and specifications are nominal and may vary: Dimensions of 8" and greater have a tolerance of +3%. Dimensions less than 8" have a tolerance of +5%.

Please utilize the current cutout template for countertop cutouts.



This product comes complete with installation, operating, care and maintenance instructions. This PROFLO lav carries a lifetime warranty on the porcelain. This product meets or exceeds ASME/ ANSI A112.19.2M. In an effort to continually improve our products, we will make design changes from time to time. We reserve the right to ship newly designed product to fill any order unless we agree in writing to do otherwise.





4-1/2"

(116 mm)

1-15/16

(49 mm)



FERGUSON.COM/PROFLO

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Morningside™

Wall-mount Wheelchair Bathroom Sink K-12638

Features

- Made from premium materials that withstand high-volume usage
- 20" (508 mm) x 27" (686 mm)
- Single-hole drilling
- ADA-compliant when installed with K-13885 offset drain

Material

• Vitreous china

Installation

- Wall-mount
- Drilled for concealed arm carrier installation

Recommended Products/Accessories

K-8998 P-Trap K-7131-A Offset Drain K-23726 Drain treatment K-23725 Cast iron cleaner

ADA

Codes/Standards ASME A112.19.2/CSA B45.1 ADA

ICC/ANSI A117.1

KOHLER® One-Year Limited Warranty

See website for detailed warranty information.

Available Colors/Finishes

Color tiles intended for reference only.

Color Code Description

0 White

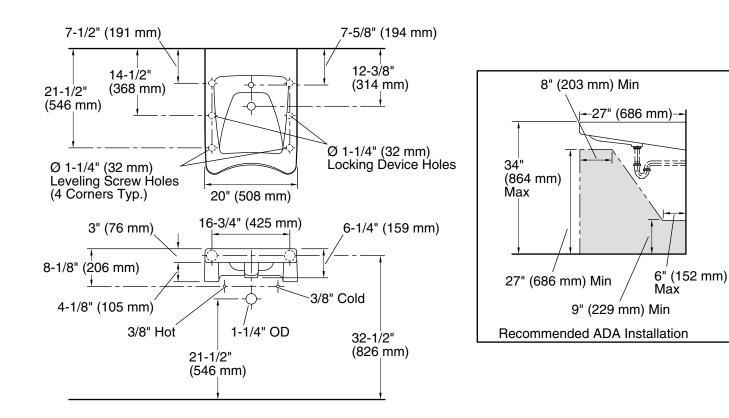




Morningside™

Ξ

Wall-mount Wheelchair Bathroom Sink K-12638



Technical Information

All product dimensions are nominal.

Bowl configuration: Installation: Bowl area (Only):	Single Wall-mount Length: 14" (356 mm) Width: 13" (330 mm) Water depth: 2-5/8" (67 mm)
Number of deck holes:	1
Faucet hole(s): Drain hole:	1-3/8" (35 mm) 1-3/4" (44 mm)

Notes

Install this product according to the installation instructions.

ADA compliant when installed to the specific requirements of these regulations.





HET Elongated Floor Mounted, ADA Height EcoVantage[®] Flush Valve Toilet System

TAG

Architectural/Engineering Specification:

Z5665-BWL1

EcoVantage High Efficiency Toilet System

Vitreous China, 1.1 gpf [4.2 Lpf] or greater high efficiency, ADA, floor mounted, bottom outlet toilet with siphon jet flushing action and elongated front rim with 1-1/2" top spud. This bowl is designed to perform to industry standards with as little as 1.1 gallons per flush.

Z5665-BWL1-AM

EcoVantage High Efficiency Toilet System

Vitreous China, 1.1 gpf [4.2 Lpf] or greater high efficiency, ADA, floor mounted, bottom outlet toilet with siphon jet flushing action, ZurnSHIELDTM ceramic glaze and elongated front rim with $1-1/2^{"}$ top spud. This bowl is designed to perform to industry standards with as little as 1.1 gallons per flush. **Z5666-BWL1**

EcoVantage High Efficiency Toilet System

Vitreous China, 1.1 gpf [4.2 Lpf] or greater high efficiency, ADA, floor mounted, bottom outlet toilet with siphon jet flushing action, ZurnSHIELDTM ceramic glaze and elongated front rim with integral bedpan lugs, and 1-1/2" top spud. This bowl is designed to perform to industry standards with as little as 1.1 gallons per flush.

Product Features:

Z5665 HET Series

- Zurn High Efficiency Toilets and paired performance flush valve systems are designed to exceed industry standards, while using as little as 1.1 gallons of water per flush.
- Universal high efficiency toilet can be specified with 1.1 gpf [4.2 Lpf], 1.28gpf [4.8Lpf], 1.6 gpf [6.0 Lpf] or dual flush valves.
- Vitreous china
- ADA height
- Elongated front rim
- 2-1/8" fully glazed trapway
- · High efficiency siphon jet flush action
- Shipping weight 65 lbs.

Compliance and Certification:

- · Complies with ASME A119.2 / CSA B45.1
- ADA Compliant



This product should be used with a WaterSense labeled counterpart with a compatible flush volume to ensure that the entire system meets the requirements for water efficiency and performance.



Variant Options:

Z5665-BWL1 Z5665 Series Top spud toilet

Z5665-BWL1-AM

Z5665 Series top spud toilet with ZurnSHIELD[™] glaze **Z5666-BWL1**

Z5665 Series top spud toilet with Top Spud Toilet with integral bedpan lugs and ZurnSHIELD^{\rm TM} glaze

Recommended Trim: Z5955SS-EL

Elongated, standard white, open front toilet seat less cover with stainless steel check hinge. **Z5972-COMB**

Closet bolt & wax ring kit.

NOTE: To ensure system performance: Minimum Running Water Pressure = 25 psi.

See Zurn One Systems for suggested packages.

Architectural/Engineering Approval

The information contained in this document is subject to change without notice. Please contact Zurn for most up to date information.

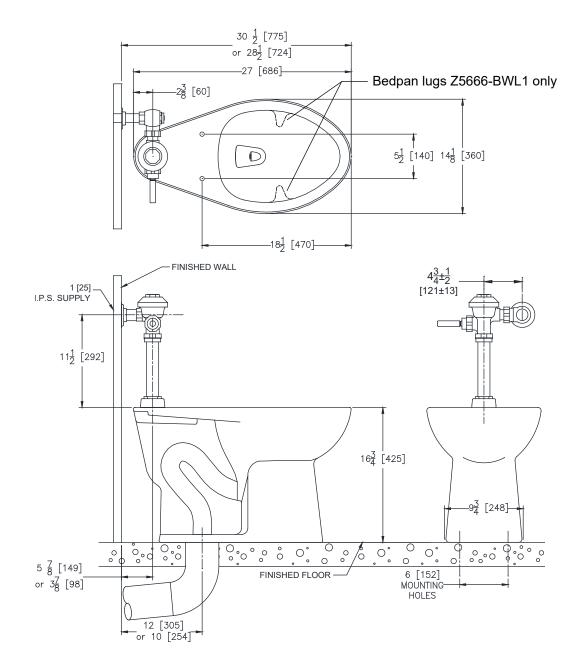
ZURN INDUSTRIES, LLC 511 W. Freshwater Way, Milwaukee, WI U.S.A. 53204 · Ph. 1-855-ONE-ZURN, Fax 919-775-3541 In Canada: ZURN INDUSTRIES LIMITED 7900 Goreway Drive, Unit 10, Brampton, Ontario L6T 5W6, Ph. 905-405-8272, Fax 905-405-1292



Z5665-BWL1 HET Elongated Floor Mounted, ADA Height EcoVantage[®] Flush Valve Toilet System

TAG _____

Rough-in dimensions/Overview dimensions





For Water Closets

TAG _

Architectural/Engineering Specification: ZURN ZER6000AV-CPM AquaSense® 'AV' Exposed **Closet Flush Valve**

Exposed, quiet diaphragm-type, chrome plated flushometer valve with a polished exterior. Complete with Zurn's AquaVantage TPE, chloramine resistant, dual seal diaphragm with a clog resistant, triple filtered by-pass. The unit features a 6VDC motor actuator with automatic infrared sensor, user-in view L.E.D., low battery indicator light, switchable 24 hour auto-flush and three second delay flush to deter false flushing, 10 degree angled sensor for optimum user detection, courtesy flush button, high impact resistant polycarbonate housing, impact resistant glass lens and chrome plated metal cover. The unit comes complete with 4 "C" size batteries, wrench for installation and allen key for the battery compartment. The E-Z Flush electronics are ultra energy efficient for optimal battery life. This unit incorporates a high back pressure vacuum breaker, one piece hex coupling nut, adjustable tailpiece, spud coupling and flange for top spud connection. Control stop has internal siphon-quard protection, vandal resistant stop cap, sweat solder kit, and a cast wall flange with set screw. Internal seals are made of chloramine resistant materials.

Compliance and Certification:

- Complies with ASSE 1037/ASME A112.1037/CSA B125.37
- ADA Compliant



*This product snould be used with a compatible flush volume to ensure that the entire system meets the requirements for water efficiency and performance.



Flow Options:

	Flush Volume	WaterSense* Labeled
-ONE	1.1 gpf	\checkmark
-HET	1.28 gpf	\checkmark
-WS1	1.6 gpf	
-Standard	3.5 gpf	

Suffix Options:

-FM12	Floor Mount 12" Rough In
-MOB	Manual Over-ride Button (Front of Body)
-YJ	Split Ring Pipe Support
-YK	Solid Ring Pipe Support

Architectural/Engineering Approval

Rev. D | Date: 12/06/22 | C.N. No. 144844 | Prod./Dwg. No. SS ZER6000AV-CPM

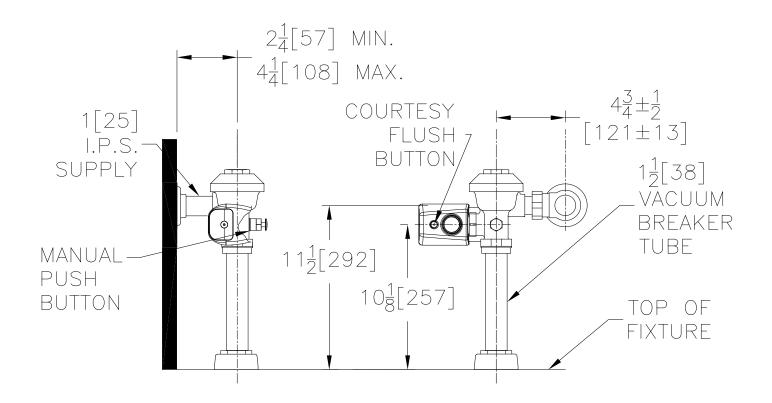
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by **ZUIN ELKAY** Water Solutions



	-
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	С.

Rough-in/Overview dimensions



KOHLER_®

Elongated Floor Mount, Flushometer Bowl K-96064-SS

Features

- Elongated, 10-1/2" height bowl
- Antimicrobial finish inhibits the growth of mold-, mildew-, stain-, and odor-causing bacteria on the fixture surface. This product does not protect users against bacteria, viruses, or other disease organisms. Always clean and wash this product thoroughly before and after each use
- 10" x 7" (254 mm x 178 mm) water surface
- 1-7/8" (48 mm) fully glazed trapway
- 10" or 12" (254 or 305 mm) rough-in
- 1.28 gpf 1.6 gpf (4.8 6.0 lpf) flush range
- Includes K-4686 toilet seat with scalloped handhold locations
- 1-1/2" (38 mm) top spud

Material

Vitreous china

Technology

- Designed to outperform competitors in bowl cleanliness and plug resistance
- Excellent bowl rinse
- Maximum drain line carry at 1.28 gpf per ASME Standard

Installation

- Children's height bowl
- Replaces Primary K-4321 and K-4384. Height and footprint may vary

Water Conservation & Rebates

 The ultra-low water consumption is ideal for water conservation and can help earn Water Efficiency points in the LEED[™] Green Building Rating System





Codes/Standards ASME A112.19.2/CSA B45.1 DOE - Energy Policy Act 1992 EPA WaterSense™ California Energy Commission (CEC) ADA ICC/ANSI A117.1

KOHLER® One-Year Limited Warranty

See website for detailed warranty information.

Available Colors/Finishes

Color tiles intended for reference only.

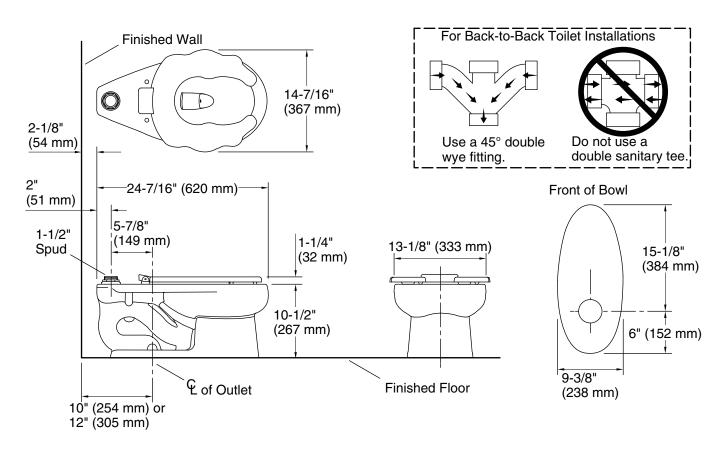
Color Code Description

0 White





Primary[™] Elongated Floor Mount, Flushometer Bowl K-96064-SS



Technical Information

All product dimensions are nominal.		
Toilet type: Floor-mount		
Waste Outlet:	Floor	
Bowl shape:	Elongated	
Flush type:	Flushometer valve siphon	
Spud size:	1-1/2", Inlet, Top	
Trap passageway:	1-15/16" (49 mm)	
Water surface size:	10" x 7" (254 mm x 178 mm)	
Rim to water	4-3/8" (111 mm)	
surface:		
Rough-in:	12" (305 mm)	

Fixture Supply Requirements

Min static pressure:	35 psi (241.3 kPa)
Max static pressure:	80 psi (551.6 kPa)
Min flowing	25 psi (172.4 kPa)
pressure:	
Min flow rate:	25 gpm (94.6 lpm)

Notes

Install this product according to the installation instructions.

For back-to-back toilet installations: Use only a 45° double wye fitting.

Requires flushometer valve to match desired water consumption 1.28 gpf (4.8 lpf) or 1.6 gpf (6 lpf).

ADA compliant when installed to the specific requirements of these regulations.

Plumbing codes may require elongated toilets and elongated, open-front seats in public bathrooms.

Accessibility standards may require controls to be located on the open side of the toilet.

1-800-4KOHLER (1-800-456-4537) Kohler Co. reserves the right to make revisions without notice to product specifications. For the most current Specification Sheet, go to <u>www.kohler.com</u>. 7-9-2023 05:18 - US







Mach[™] Tripoint[™]

KOHLER, FAUCETS Touchless toilet flushometer, DC-powered, 1.28 gpf K-10TD00N10

Features

- 1.28 gpf (4.8 lpf)
- Activation distance is factory-set
- Chloramine and chlorine resistance on all rubber components exposed to waterway
- Engineered for optimal performance with KOHLER® commercial fixtures
- 125-micron filter protects internal components
- High back pressure vacuum breaker
- Locking stop cap provides protection against vandalism
- No external flush volume adjustment ensures water conservation
- 24-hour automatic sentinel flush keeps trapway fresh
- Mechanical override enables flushometer to be used manually even during a power outage
- Powered by 1.5V AA lithium batteries

Material

Brass construction with durable Polished Chrome finish

Technology

- Electronic infrared sensor with Tripoint[™] technology for accurate activation
- Patented piston technology for superior flush volume accuracy

Installation

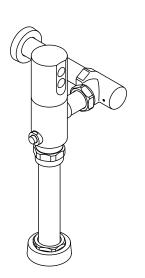
Intended for toilet installations with 1-1/2" (38 mm) top spud coupling connection

Recommended Products/Accessories

K-23723 Faucet cleaner 1421939 Flushometer Arm Extension Kit 1509698 Pressure Gauge Kit, 1/8"

Optional Products/Accessories

GP1118986 Flushometer Extension Kit K-10313 Flushometer 12" rough-in kit







Codes/Standards

ASME A112.18.1/CSA B125.1 ASSE 1037/ASME A112.1037/CSA B125.37 EPA WaterSense™ ADA ICC/ANSI A117.1 CSA B651 OBC

KOHLER® One-Year Limited Warrantv

See website for detailed warranty information.

Available Colors/Finishes

Color tiles intended for reference only.

Color Code Description

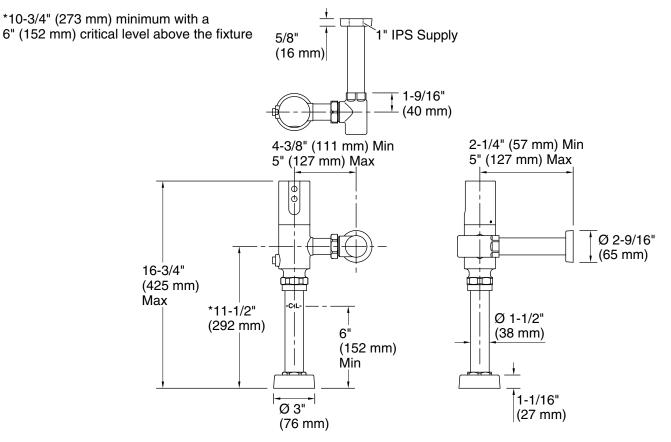
CP **Polished Chrome**





Mach[™] Tripoint[™]

Touchless toilet flushometer, DC-powered, 1.28 gpf K-10TD00N10



Technical Information

All product dimensions are nominal. Power source: Battery - DC, included

Pressure/fixture Supply Requirements

Fixture pressure
max (static):80 psi (551.6 kPa)Fixture pressure min
(static):35 psi (241.3 kPa)Min flowing
pressure:25 psi (172.4 kPa)Min flow rate:25 gpm (94.6 lpm)

Notes

Install this product according to the installation instructions.

ADA, OBC, CSA B651 compliant when installed to the specific requirements of these regulations.

For ADA installations, rear grab bar may need to be split or shifted.



KOHLER_®

Bardon™ Touchless Urinal K-2590

Features

- Washout urinal
- 1/2" (12.7 mm) rear spud
- 0.5 gpf (1.9 lpf)
- Delivers dependable water-saving performance and added hygiene
- Patented back wall geometry and extended rim limit splashback for a cleaner user experience
- Battery-operated touchless electronic flush valve powered by four AA alkaline batteries (included)
- Includes tank cover and tank cover locks
- 0.5 gpf (1.9 lpf)

Material

Vitreous china

Water Conservation & Rebates

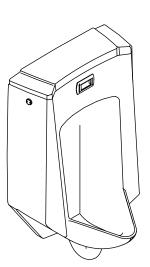
 This product can help a building earn Water Efficiency points in LEED[™] Green Building Rating System

Recommended Replacements

• This product is replaced by 32590.

Recommended Products/Accessories

K-23726 Drain treatment K-23725 Cast iron cleaner







Codes/Standards ASME A112.19.2/CSA B45.1 DOE - Energy Policy Act 1992 EPA WaterSense™ ADA

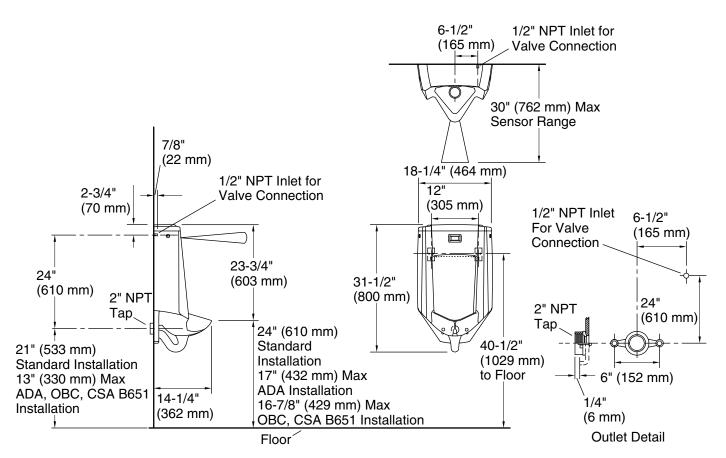
ICC/ANSI A117.1 CSA B651 OBC

KOHLER® One-Year Limited Warranty

See website for detailed warranty information.







Technical Information

All product dimensions are nominal.

Flush outlet	Washout
technology:	
Spud size:	1/2", Inlet, Rear
Max. Water per	0.5 gal (1.9 L)
Flush:	

Pressure and Supply Requirements

Fixture pressure min (static):	25 psi (172.4 kPa)
Fixture pressure max (static):	80 psi (551.6 kPa)
Power source:	Battery - DC, Alkaline, included

Notes

Install this product according to the installation guide.

Recommended ADA outlet spud height will account for normal product variation.

For ADA compliance, measurement must be 17" (432 mm) or less from the floor to the top of the lip. For OBC and CSA B651 compliance, measurement must be 16-7/8" (429 mm) or less from the floor to the top of the lip.

ADA, OBC, CSA B651 compliant when installed to the specific requirements of these regulations.

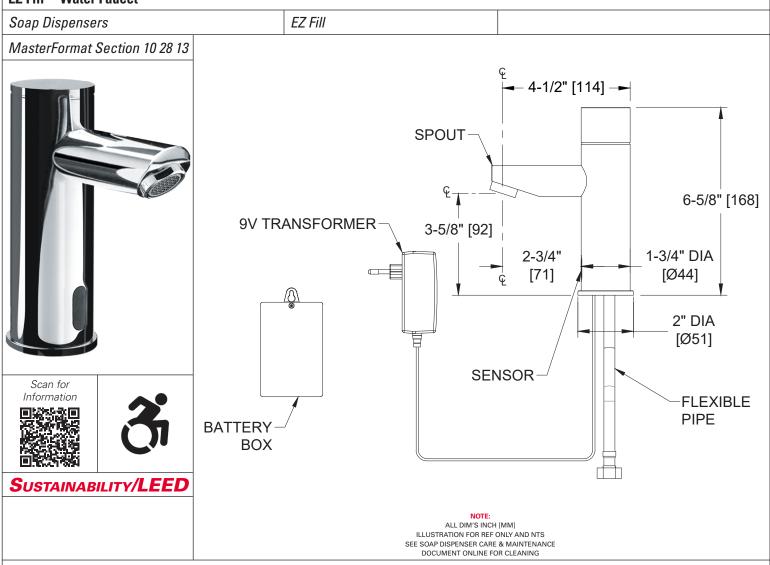


American Specialties, Inc.

Model #0397

Technical Data Sheet

EZ Fill™ Water Faucet



PRODUCT OVERVIEW

Matching water faucet for EZ Fill[™] soap dispensing system. Constructed of chrome plated spout and battery or AC power operated, hands-free sensor housing with a highly polished finish over all surfaces.

Key Features & Specifications

- FAUCET Matches the EZ Fill Soap Dispensers
- Cohesive Design
- Vanity Mounted
- Automatic Battery or AC Option "No Touch"

Saw Mill River Road, Yonkers, NY 10701 American Specialties, Inc. 441 (914) 476-9000 | www.americanspecialties.com **Revision: R1** Issued: 11/1/2021 Revised: 3/10/2023

Model:#0397

American Specialties, Inc.

Model #0397

Technical Data Sheet

OPERATION **& M**AINTENANCE

System shall operate each time an object is positioned within the sensing range of 1-3/16" to 3-15/16" [30 to 100] $\pm 3/8$ " [10] directly in front of the spout of the dispenser. Optional remote control unit will allow owner programming of alternate dispense amounts. See Owner's Manual for complete description of functions.

TECHNICAL INFORMATION / PRODUCT PROPERTIES

Property	Value
Dimensions	N/A
Construction	Chrome Plated ABS
Mounting	Vanity/Counter Mount
Options	 1A - Battery Operation, Bright Chrome 1A-41 - Battery Operation, Matte Black 1AC - AC Operation, Bright Chrome 1AC-41 - AC Operation, Matte Black

INSTALLATION

Install spout and sensor housing to vanity deck with anti-rotation kit escutcheon flange, rubber washers and basin nut (supplied) through 1-1/8" diameter [28 dia.] mounting hole and 5/32" diameter [4 dia.] adjacent hole for anti-rotation pin of escutcheon flange. Connect flex tubing from soap dispenser head to fitting on top of foam compressor. Connect com plug from dispenser head to com socket from foam compressor. Mount pump assembly with wall bracket to convenient structure under vanity within 24" [610] of L-fitting on foam compressor bottom with two (2) screws and wall anchors (supplied). Connect flex tubing from L-fitting on air compressor to fitting on top of pump assembly. Connect com plug from foam compressor to com socket from pump assembly. Mount battery compartment in convenient location under vanity deck with two (2) screws and wall anchors (supplied) within easy reach of extension cable length and plug connector into mating inline power connector. Install six (6) 'D'-size 1.5V cells (supplied by others) in under-deck battery compartment according to polarity indication, plug battery cable jack into battery box socket in cover handle and screw lock cover. Alternatively, plug AC Adapter into GFCI power outlet located under vanity within 13.5 ft (412 cm) of pump assembly and plug connector into mating inline power connector. See OM & IG provided in box with unit for complete installation details.

WARRANTY

One (1) Year from date of invoice

American Specialties, Inc.441 Saw Mill River Road, Yonkers, NY 10701(914)476-9000www.americanspecialties.comModel:#0397Revision: R1Issued: 11/1/2021Revised: 3/10/2023

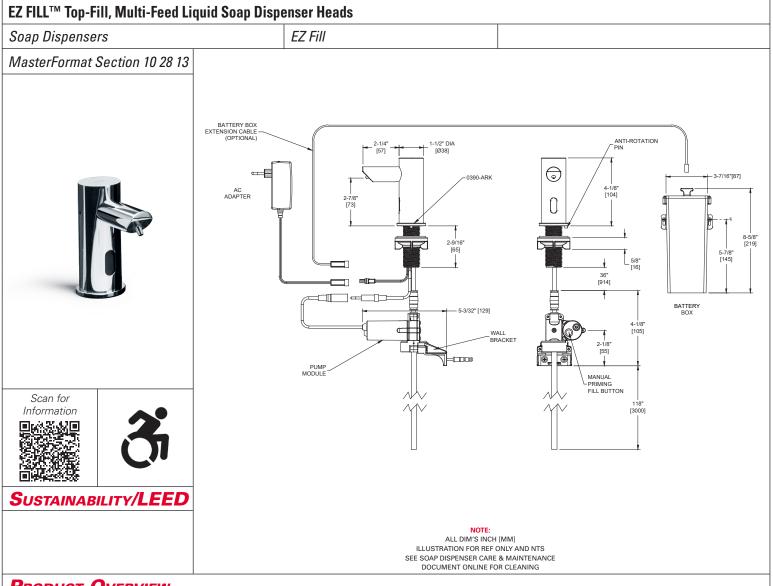
CSI: 10 28 13 Toilet Accessories

Manufacturer reserves the right to make changes to the design, dimensions or functionality of the product without formal notice.



Model #0390-(n)

Technical Data Sheet



PRODUCT **O**VERVIEW

Constructed of chrome plated spout and battery or AC power operated, hands-free sensor housing with a highly polished finish over all surfaces. LED indicates function and battery condition on face front. Soap supply shall be from EZ Fill[™] Vanity Mounted Top-Fill Port and Multi-Feed Tank (supplied separately). For Matte Black finish, use suffix -41. Multi-Feed Dispenser Heads do not include a Multi-Feed Kit. Soap Requirements: Proper usage of this dispenser requires, that only soap within the following range for viscosity and pH may be used. Viscosity Range (mPa•s or cP): 100 – 3800. pH Range: 5.5 ~ 8.5.

Key Features & Specifications

- Save time by filling six dispensers at a time
- No need to go under the sink to fill
- Heavy Duty, Chrome Plated Brass
- Attaches to a 5L tank bought seperately
- Automatic Battery or AC Option "No Touch"
- Liquid Soap

 American Specialties, Inc.
 441 Saw Mill River Road, Yonkers, NY 10701
 (914)
 476-9000
 www.americanspecialties.com

 Model:#0390-(n)
 Revision: R1
 Issued: 11/1/2021
 Revised: 3/10/2023

Page: 1 of 2



Model #0390-(n)

Technical Data Sheet

OPERATION & **M**AINTENANCE

System shall operate each time an object is positioned within the sensing range of 1-3/16" [30] to 3-15/16" [100] $\pm 3/8"$ [10] directly in front of the spout of the dispenser. A stream of appropriate viscosity non-abrasive liquid soap drops with total dis-pense amount of 0.03 oz (0,8 ml) will be pumped from the nozzle during each activation. Optional remote control unit Model #0393-R (supplied {one (1) per six (6) pack} or order separately) will allow owner programming of alternate dispense amounts and simplify priming when refilling Multi-Feed tank (not supplied, order separately) for initial setup and soapout conditions. See Model #0393-R TDS and Owner's Manual for complete description of functions. Unit will dispense soap while batteries are at suitable charge level (or AC adapter is connected) and correct viscosity soap is present in the tank and system is correctly maintained to enable dispensing (LED is not flashing continuously or does not remain dark when trigger attempt is made). LED will display flash for sensing and continuous flashing for low battery condition (if AC Adapter is not utilized). Manual priming fill button on pump runs motor (or use 0390-R) for easy soap priming. System shall allow filling soap from top of vanity without requiring access under vanity. Up to six (6) individual dispensers will draw soap from tank as required to operate until supply is depleted. Unused transfer ports in tank cap are blocked with solid plugs (provided) to prevent overflow, contamination and evaporation. Soap is manually replenished and batteries are replaced on service inter-val determined by maintenance schedule. See OM & IG for complete description of Features and Operations.

TECHNICAL INFORMATION / PRODUCT PROPERTIES

Property	Value
Dimensions	N/A
Construction	Heavy Duty Chrome Plated Brass
Mounting	Attaches to a 5L tank - bought seperately
Options	N/A

INSTALLATION

Install spout and sensor housing to vanity deck with anti-rotation kit escutcheon flange, rubber washers and basin nut (supplied) through 1-1/8" diameter [28 dia.] mounting hole and 5/32" Dia [4] adjacent hole for anti-rotation pin of escutcheon flange. Mount pump/control housing to convenient structure under vanity within 24" [610] of shank bottom with two (2) screws and wall anchors (supplied). Connect flex tubing from dispenser shank to fitting on top of pump/ control housing. Connect spout control cable plug into control unit inline cable connector. Connect clear soap supply flex tubing (provided attached to fitting on pump/control housing) to one of six available connectors on Model #0390 Multi-Feed tank (supplied separately) so that tube end is just above bottom of tank. Mount battery compartment in convenient location under vanity deck with two (2) screws and wall anchors (supplied) within easy reach of extension cable length and plug connector into mating inline power connector. Install six (6) 'D'-size 1.5V cells (supplied by others) in under-deck battery compartment according to polarity indication, plug battery cable jack into battery box socket in cover handle and screw lock cover. The optional Battery Extension Cable (shown on diagram, p/n 0390-EBC) may help make installation easier in tight under-vanity conditions. Alternatively, plug AC Adapter into GFCI power outlet located under vanity within 13.5 ft (412 cm) of pump/control housing and plug connector into mating inline power connector. See OM & IG provided in box with unit for com-plete installation details.

WARRANTY

One (1) Year from date of invoice

American Specialties, Inc.441 Saw Mill River Road, Yonkers, NY 10701(914)476-9000www.americanspecialties.comModel:#0390-(n)Revision: R1Issued: 11/1/2021Revised: 3/10/2023

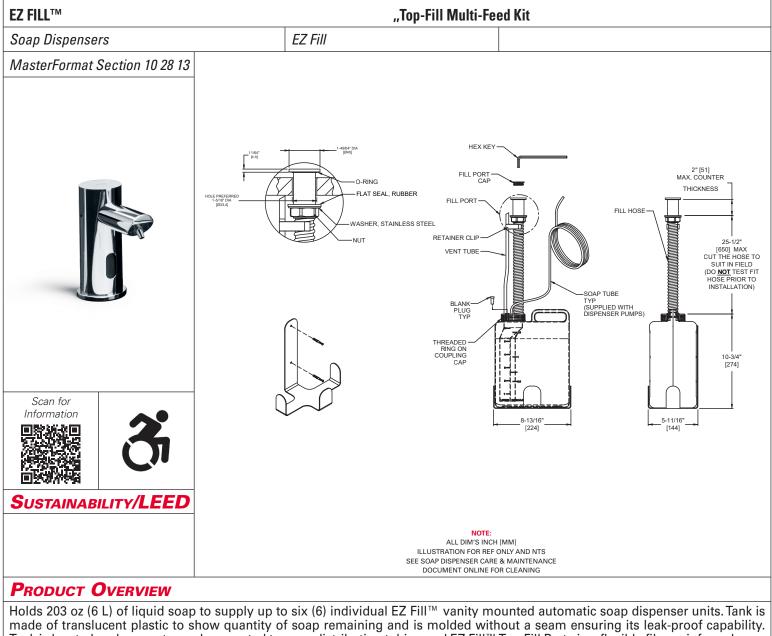
CSI: 10 28 13 Toilet Accessories

Manufacturer reserves the right to make changes to the design, dimensions or functionality of the product without formal notice.



Model #0390

Technical Data Sheet



Tank is located under counter and connected to soap distribution tubing and EZ FillTM Top-Fill Port via a flexible fiber-reinforced soap fill hose. EZ Fill™ Top-Fill Port and cover are made of highly polished chrome plated brass (for matte black finish use suffix -41). Includes: 6 Liter Container, Top Fill Tube, Counter Fill Port with Cover. KIT ONLY, DISPENSER NOT INCLUDED

Key Features & Specifications

Kit includes 5L Tank, Master Tube, Brass Fill-Port for mounting on the counter top.

- Feeds up to 6 separate dispensers •
- Container can be mounted on the wall under the cabinet or can be rested on the floor •

Saw Mill River Road, Yonkers, NY 476-9000 American Specialties, Inc. 441 10701 (914) www.americanspecialties.com **Revision: R1** Issued: 11/1/2021 Revised: 3/10/2023

Model:#0390

American Specialties, Inc.

Model #0390

Technical Data Sheet

OPERATION **& M**AINTENANCE

System shall allow filling soap reservoir from top of vanity without requiring removal of tank under vanity. Up to six (6) individual dispensers will draw soap as required to operate until supply is depleted. Unused transfer ports are blocked with solid plugs (provided) to prevent overflow, contamination and evaporation. Soap is manually replenished on service interval determined by maintenance schedule. Vent tube placed with angled cut end directly under counter surface prevents siphoning and facilitates smooth suction of soap by pumps to reduce priming & feed time. See OM & IG for features and operations.

TECHNICAL INFORMATION / PRODUCT PROPERTIES

Property	Value
Dimensions	N/A
Construction	Chrome Plated Brass
Mounting	Vanity/Counter Mount
Options	N/A

INSTALLATION

See and review 0390 OM & IG provided with unit in box prior to beginning installation. Mount EZFIII[™] Top Fill Port to vanity with rubber O-ring (under escutcheon), rubber washer, SS washer and basin nut (supplied) through 1-5/16" Dia [33 dia.] mounting hole in deck (provided by others) within 104" [2643] of furthest dispenser head so that dispenser supply tubing (provided with soap pumps) will reach to bottom of tank. Place tank on vanity cabinet floor or mount tank with bracket (provided) in convenient location under vanity with two (2) screws and wall anchors (supplied with bracket). Connect soap supply flex tubing fill hose (provided attached to EZFill[™] tank transfer fitting) to bottom of fill port fitting and screw transfer fitting onto Multi-feed tank. Connect all dispenser heads soap pump supply tubes to individual transfer ports so that each tube end is just above bottom of tank or install blank plugs to seal unused ports. Fill tank from EZFill[™] Top-Fill Port with appropriate pH level and viscosity non-abrasive soap to correct level and test system for operation.

WARRANTY

One (1) Year from date of invoice

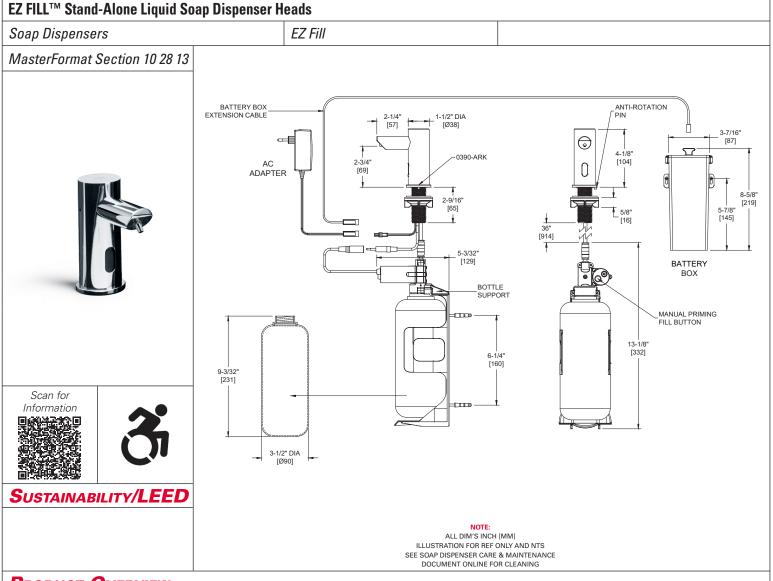
American Specialties, Inc.441 Saw Mill River Road, Yonkers, NY 10701(914)476-9000www.americanspecialties.comModel:#0390Revision: R1Issued: 11/1/2021Revised: 3/10/2023

CSI: 10 28 13 Toilet Accessories



Model #0391-(n)

Technical Data Sheet



Product Overview

Constructed of chrome plated spout and battery or AC power operated, hands-free sensor housing with a highly polished finish over all surfaces. LED indicates function and battery condition on face front. Translucent tank holds 33.8 oz (1 L) of liquid soap. For Matte Black finish, use suffix -41. Soap Requirements: Proper usage of this dispenser requires, that only soap within the following range for viscosity and pH may be used. Viscosity Range (mPa•s or cP): 100 – 3800. pH Range: 5.5 ~ 8.5.

Key Features & Specifications

- Individual Liquid Soap dispenser
- · Elegant Styling that matches the multi-feed dispensers
- Heavy Duty, Chrome Plated Brass
- Vanity Mounted
- Automatic Battery or AC Option "No Touch"
- Liquid Soap with 33.8 oz (1.0 L) translusent tank

Saw Mill River Road, Yonkers, NY American Specialties, Inc. 441 10701 (914) 476-9000 www.americanspecialties.com **Revision: R1** Issued: 11/1/2021 Revised: 3/10/2023

Model:#0391-(n)

Page: 1 of 2



Model #0391-(n)

Technical Data Sheet

OPERATION & **M**AINTENANCE

System shall operate each time an object is positioned within the sensing range of 1-3/16" to 3-15/16" [30 to $100] \pm 3/8$ " [10] directly in front of the spout of the dispenser. A stream of appropriate viscosity non-abrasive liquid soap drops with total dispense amount of 0.03 oz (0,8 ml) will be pumped from the nozzle during each activation. Optional remote control unit Model #0393-R (supplied {one (1) per six (6) pack} or order separately) will allow owner programming of alternate dispense amounts and simplify priming when refilling soap container for initial setup and soap-out conditions. See Model #0393-R TDS and Owner's Manual for complete description of functions. Unit will dispense soap while batteries are at suitable charge level (or AC adapter is connected) and correct viscosity soap is present in the tank and system is correctly maintained to enable dispensing (LED is not flashing continuously or does not remain dark when trigger attempt is made). LED will display flash for sensing and continuous flashing for low battery condition (if AC Adapter is not utilized). Manual priming fill button on pump runs motor (or use 0390-R) for easy soap priming. Soap is manually replenished and batteries are replaced on service interval determined by maintenance schedule. See OM & IG for complete description of Features and Operations.

TECHNICAL INFORMATION / PRODUCT PROPERTIES

Property	Value									
Dimensions	N/A									
Construction	Heavy Duty Chrome Plated Brass									
Mounting	Surface Mounted									
Options	 1A - Battery Operation, Bright Chrome 1A-41 - Battery Operation, Matte Black 1AC - AC Operation, Bright Chrome 1AC-41 - AC Operation, Matte Black 3AC - AU Model, AC Operation, Bright Chrome 3AC-41 - AU Model, AC Operation, Matte Black 	 6-1A - Battery Operation, Bright Chrome (6 Pk) 6-1A-41 - Battery Operation, Matte Black (6 Pk) 6-1AC - AC Operation, Bright Chrome (6 Pk) 6-1AC-41 - AC Operation, Matte Black (6 Pk) 6-3AC - AU Model, AC Operation, Bright Chrome (6 Pk) 6-3AC-41 - AU Model, AC Operation, Matte Black (6 Pk) 								

INSTALLATION

Install spout and sensor housing to vanity deck with anti-rotation kit escutcheon flange, rubber washers and basin nut (supplied) through 1-1/8" diameter [28 dia.] mounting hole and 5/32" diameter [4 dia.] adjacent hole for anti-rotation pin of escutcheon flange. Mount pump/control housing with bottle support bracket to convenient structure under vanity within 24" [610] of shank bottom with two (2) screws and wall anchors (supplied). Connect flex tubing from dispenser shank to fitting on top of pump/control module. Connect spout control cable plug into control unit inline cable connector. Mount battery compartment in convenient location under vanity deck with two (2) screws and wall anchors (supplied) within easy reach of extension cable length and plug connector into mating inline power connector. Install six (6) 'D'-size 1.5V cells (supplied by others) in under-deck battery compartment according to polarity indication, plug battery cable jack into battery box socket in cover handle and screw lock cover. The optional Battery Extension Cable (shown on diagram, p/n 0390-EBC) may help make installation easier in tight under-vanity conditions. Alternatively, plug AC Adapter into GFCI power outlet located under vanity within 13.5 ft (412 cm) of pump/control housing and plug connector into mating inline power connector. See OM & IG provided in box with unit for complete installation details.

WARRANTY

One (1) Year from date of invoice

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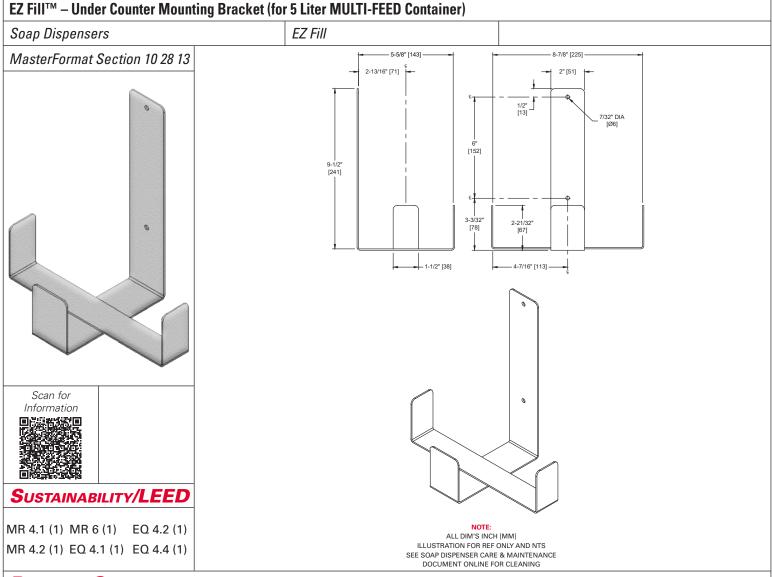
CSI: 10 28 13 Toilet Accessories

Manufacturer reserves the right to make changes to the design, dimensions or functionality of the product without formal notice.



Model #0390-BR

Technical Data Sheet



PRODUCT OVERVIEW

Mounting bracket holds one (1) EZ Fill[™] Multi-Feed 169 oz (5 L) Tank for EZ Fill[™] Vanity Mounted Automatic Soap Dispensing System. Mounting bracket is fabricated of 14 gauge type 304 stainless steel alloy 18-8.

Key Features & Specifications

- Wall Mounted Bracket For 5 Liter Tank
- Can be mounted under the sink
- Type 304 Stainless Steel Satin Finish
- Under Counter

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American Specialties, Inc.

Model #0390-BR

Technical Data Sheet

OPERATION & **M**AINTENANCE

Installer positions Multi-FeedTank in bracket manually to retain in most convenient orientation to connect to top fill hose from countertop fill port fitting. Upturned wings on bracket securely hold tank from shifting. Weight of tank with pressure of installed fill hose prevents tank from lifting out of bracket during life of installation. Full weight of liquid soap contents up to maximum fill level is supported for distribution through installed supply tubing provided with Model 0390-(n) soap dispensers.

	INFORMATION / PRODUCT PROPERTIES
Property	Value
Dimensions	N/A
Construction	Type 304 Stainless Steel - Satin Finish
Mounting	Under Vanity/Counter
Options	N/A
INSTALLATIO	 N
WARRANTY	

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Premium

MasterSpec®

Model #:N/A

94696 Profile Collection Roll Towel Dispenser and Waste Receptacle (10.5 gal.) - Recessed

Category: Specialty Equipment

Family Number:102800

Family: TOILET, BATH, AND LAUNDRY ACCESSORIES

Fabricated of type 304 satin finish stainless steel. Mechanically dispenses 8" or 9" (205 or 230 mm) wide standard towel roll up to 800 ft. (244m) long and has stub roll capability for continuous dispensing. Stainless steel disposal with 10.5 gal. (40 liters) capacity. Towels are fed by lever action. Towel feed length is adjustable for economy by pin (supplied) limiting of lever stroke length. Unit may be reloaded with a full roll to automatically start when finished with an existing partial roll and will continue to feed properly when reloaded with a full roll and partial roll is transferred to stub roll position. Refill dispenser by unlocking door and replacing towel roll for an empty or partially empty unit. Locking full-face door over compartments prevents unauthorized access or removal.

 94696 : Overall size: 16-1/16" x 41-1/4" x 9-13/16" (408 x 1048 x 249 mm)Mounting opening: 14-5/8" x 39-3/4" x 9-1/8" (372 x 1010 x 232 mm)

Less

Building Type: All FIRST PUBLISH DATE

12/02/2020

LAST PUBLISH DATE

06/09/2023

Product Type:Combination Towel (Roll) Dispenser/Waste Receptacle

PROPERTIES

View Full List of Properties Available

Towel Mechanism:

Lever

Pull towel

Automatic, electric sensor; with adapter for 110 to 240 V ac power supply

Automatic, battery-operated sensor

Mounting:

Recessed

Semirecessed

Surface mounted

Minimum Towel-Dispenser Capacity:

8-inch- (203-mm-) wide, 800-foot- (244-m-) long roll

Minimum Waste Receptacle Capacity:

8 gal. (30 L)

12 gal. (45.4 L)

15 gal. (56.8 L)

Material and Finish:

Stainless steel, ASTM A480/A480M No. 4 finish (satin)

Liner:

Reusable, vinyl waste-receptacle liner

Lockset:

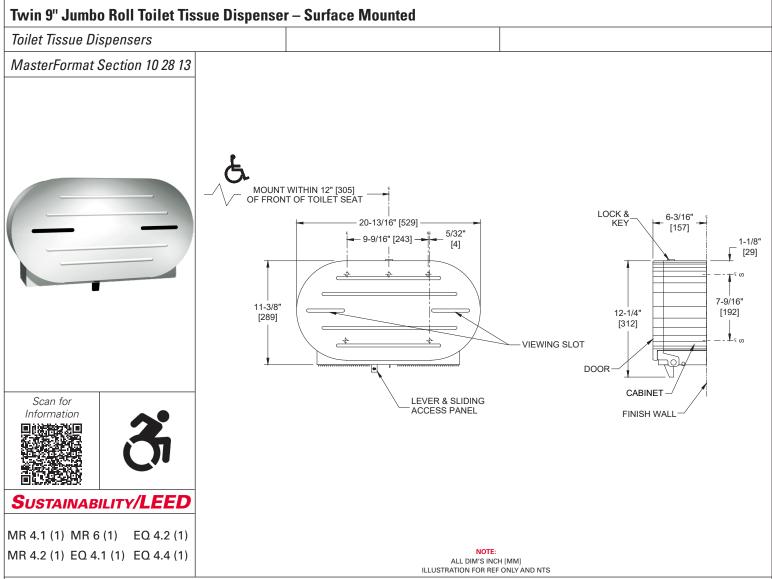
Tumbler type for towel dispenser compartment

and waste receptacle



Model #0040

Technical Data Sheet



Product Overview

Holds two 9" diameter [Ø229] rolls of 2-1/4" Dia. [Ø57] or 3" Dia. [Ø76] diameter core. When one roll is depleted, slide panel to expose other roll. Door cabinet and mounting plate fabricated of 18 gauge type 304 stainless steel with a satin finish. Two viewing slots reveal toilet tissue rolls inside. Equipped with tumbler lock.

Key Features & Specifications

- Jumbo Twin Roll Dispenser
- Holds two 9" Dia. [Ø229] rolls
- Type 304 Stainless Steel Satin Finish
- Surface Mounted

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Model:#0040

American Specialties, Inc.

Model #0040

Technical Data Sheet

OPERATION & **M**AINTENANCE

Two (2) 9" [229] Two (2) 9" [Ø229] outside diameter jumbo rolls of toilet tissue are mounted over 3" [Ø76] inside diameter (ID) core adapters. Two (2) 2-1/4" [Ø57] ID core rolls may be used by removing the core adapters. Whenever one roll of toilet tissue is depleted, the other roll is selected by shifting over the lever at the bottom of the unit. Viewing slots continuously reveal tissue level. Keylocked door prevents unauthorized access or removal. Tissue supply is replenished on a cycle determined by maintenance needs.

Technical Information / Product Properties

Property	Value
Dimensions	20-13/16" [529] W x 11-3/8" [289] H x 6-3/16" [157] D
Construction	Type 304 Stainless Steel - Satin Finish
Mounting	Surface Mounted
Capacity	Holds two 9" Dia. [Ø229] rolls

INSTALLATION

For general utility surface mount unit within 12" [305] of front of toilet from center line and 31" [787] above finished floor (AFF) from bottom of unit with five (5) screws (supplied) through mounting holes provided. For compliance with 2010 ADA Accessibility Standards install unit so that centerline of farthest roll or leading edge of first roll, whichever is farthest, is # farther than 36" [914] from back wall behind commode and centerline of rolls is 19" [483] minimum above finished floor (AFF) to 44" [1118] max. AFF.

OPTIONS

WARRANTY

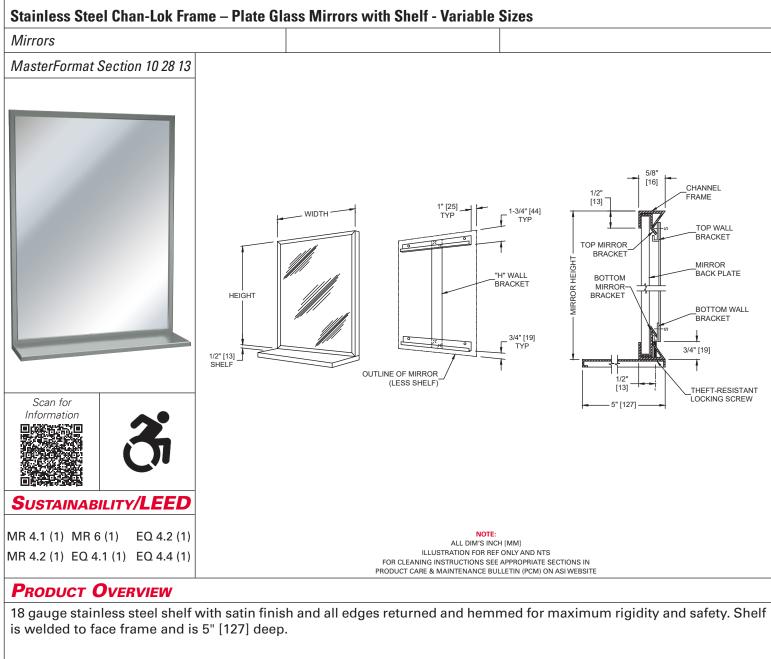
One (1) Year from date of Invoice

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Model #0625 Series

Technical Data Sheet



Key Features & Specifications

- One-piece stainless steel channel encases mirror and backing
- Tight mitered corners add sophistication.
- Type 304, alloy 18-8 stainless steel Satin Finish Frame
- Plate Glass Mirror Equiped with a Shelf
- Surface Mounted
- Various sizes and glazing options

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Page: 1 of 2

Model #0625 Series

American Specialties, Inc.

Technical Data Sheet

TECHNICAL INFORMATION / PRODUCT PROPERTIES

Property	Value
Dimensions	Various sizes and glazing options
Construction	Type 304, alloy 18-8 stainless steel - Satin Finish Frame Plate Glass Mirror - Equiped with a Shelf
Mounting	Surface Mounted
Materials	<u>Frame:</u> 18-8, type 304, 20 gauge stainless steel. Exposed surfaces have satin finish. Edges and corners are burr free. <u>Glass:</u> Standard glazing is #1 quality, 1/4" [6.4] thick plate/float, silver coated and hermetically sealed with a uniform coating of electrolytic copper plating, warranted against silver spoilage for 15 years. Mirrors meet Federal Spec. DD-M- 411C, ASTM C-1503, and ASTM C-1036-91. <u>Filler:</u> Expanded polyethylene microcell foam sheet material, abrasion resistant and shock absorbing, water resistant, 1/8" [3.2] total layer thickness.

INSTALLATION

Install "H" wall brackets level and plumb per diagram location using ONLY #8 or #10 Pan Head screws (by others). Hang mirror on brackets and tighten locking screw (#6-32Fx3/4" Philips Pan Head, supplied separately taped to mirror back) at bottom (note: this screw should be started prior to hanging mirror on wall bracket). For compliance with 2010 ADA Accessibility Standards and 2015 ABA Standards, bottom edge of reflecting surface should be no higher than 40" [1016] Above Finished Floor. Mirrors larger than 32sq. Ft. (2.97m2) are fabricated in two (2) or more sections to provide installation and handling ease.

SIZE OPTIONS

Plate Glass	0625-1620 – 16" [406] wide x 20" [508] high	0625-1622 – 16" [406] wide x 22" [559] high
	0625-1624 – 16" [406] wide x 24" [610] high	0625-1824 – 18" [457] wide x 24" [610] high
	0625-1830 – 18" [457] wide x 30" [762] high	0625-1836 – 18" [457] wide x 36" [914] high
	0625-2430 – 24" [610] wide x 30" [762] high	0625-2436 – 24" [610] wide x 36" [914] high

GLAZING OPTIONS

(A) Plate Glass - 1/4" [6.4] #1 quality polished, silver coated and hermetically sealed with an electrolytic copper plating. Mirrors meet Federal Spec. No. DD-M-411C, ASTM C-1503 and ASTM-C-1036-91. Image quality: Excellent

(B) Tempered Glass - 1/4" [6.4] thick polished tempered glass with two coats of silver. Hermetically sealed with an electrolytic copper plating. Back of mirror is finished and protected with a heavy waterproof paint. Glazing meets Federal Specification No. DD-G1403B, Amendment 1, ASTM C-1503 and ASTM-C-1048-92. Image quality: Good

(C) Metal Mirrors - Type 304 alloy 18-8 stainless steel, 20 gauge polished to a #8 mirror finish. Image quality: Good (D) Lexan Dura-Mirror - 1/4" [6.4] impact resistant polycarbonate sheet. Mirror face is provided with removable masking to prevent scratching during installation. Image quality: Very Good

(E) Plexiglas[®] - 1/4" [6.4] thick acrylic plastic, lightweight and highly shock resistant. Image quality: Very Good

(L) Mirror is fabricated with a 1/32" [0.8] thick vinyl interlayer bonded between two 1/8" [3] sheets of #1 quality polished plate glass with back silver. Hermetically sealed with a uniform coating of electrolytic copper plating. Back of mirror is finished and protected with a heavy-duty waterproof paint. Laminated glass meets the performance criteria of Federal Spec. No. DD-M-451 and ANSI Z87.1 and complies with CPSC standards 16 CR 1201 (1) 11. Image quality: Excellent

WARRANTY

Warranted against silver spoilage for 15 years from date of Invoice

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Model:#06	325 Series									Revision: R1	Issued: 1	1/1/2021	Revised:	3/10/2023
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CSI:10 28 13 **Toilet Accessories**

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