



Project # 25005 – SJCPL Western Branch Renovation/Addition  
323 S Sheridan Street, South Bend, IN 46619

## **ADDENDUM No. 2**

September 19th, 2025

This addendum, Civil, and MEP addendum hereby becomes part of the Contract Documents. Each bidder shall acknowledge receipt of this addendum by number on the Bid Form.

It is each Prime Contractor's responsibility to notify all subcontractors of this addendum and provide copies for all sets of plans in their possession.

Item	Description
------	-------------

### **1. General Items:**

- (a) On above-grade exterior walls, contractor shall provide weather resistive barrier building wrap as shown in Specification 072500 SF - Weather Barriers. Apply other waterproofing product where otherwise specifically noted in contract documents at below grade.
- (b) Contractors shall monitor the existing building structure to remain during and following demolition of the exterior envelope to ensure structural stability. Provide temporary bracing if needed until new envelope has been installed. Install new x-bracing shown on the drawings prior to demolition of the existing x-bracing.

### **2. Specification Items:**

- (a) **Specification 003132 GEOTECHNICAL DATA**
  - i. **Add:** Add the attached specification section and the Geotechnical Report in full to the contract documents.
- (b) **Specification 003126 EXISTING HAZARDOUS MATERIAL INFORMATION**
  - i. **Add:** Add the attached specification section and the Phase 1 Environmental Site Assessment report in full to the contract documents.
- (c) **Specification 004113 BID FORM**
  - i. **Add:** Bid form has been updated to include the \$7,500 line item for quarry tile flooring repair.
- (d) **Specification 007000 & 008000**
  - i. **Add:** Add draft AIA contract and general conditions for contractor review.
- (e) **Specification 012100 ALLOWANCES**
  - i. **Add:** Add this specification section in its entirety to the contract documents. See allowance 1 for the repair of the existing quarry tile flooring due to adjacent and underslab construction.
- (f) **Specification 012600 CONTRACT MODIFICATION PROCEDURES**
  - i. **Add:** Add language for overhead and profit on contract changes.
- (g) **Specification 075423 THERMOPLASTIC POLYOLEFIN (TPO) ROOFING**
  - i. **Add:** Additional approved alternate manufacturer:



435 E. Brackenridge St.  
Fort Wayne, IN 46802  
260.422.0783



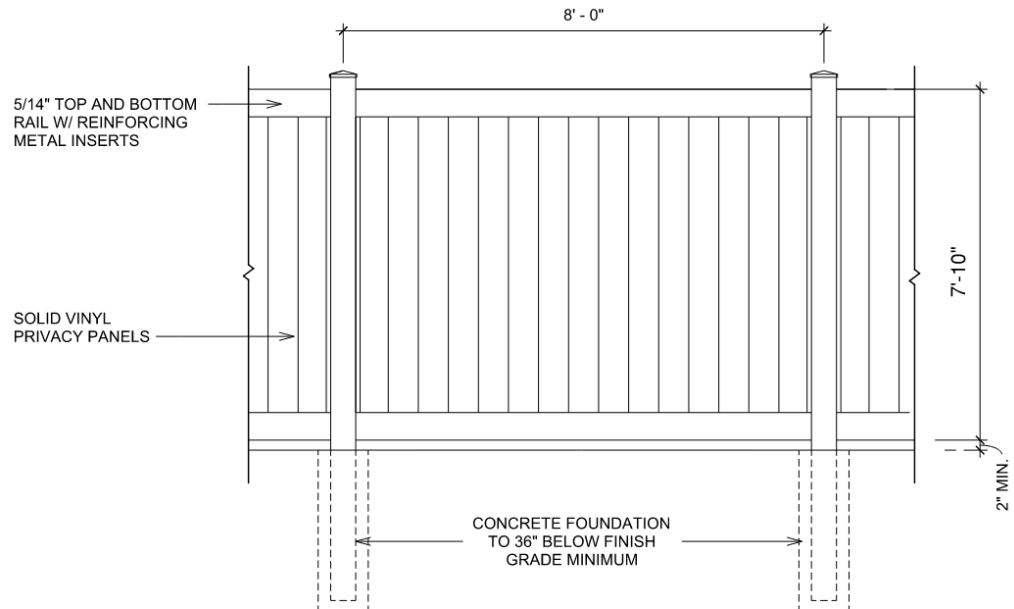
3500 Depauw Blvd., Ste. 1089  
Indianapolis, IN 46268  
317.792.5020

mkmdesign.com  
info@mkmdesign.com

1. Johns Manville 60 mil. JM TPO
- (h) **Specification 083313 COILING COUNTER DOORS**
  - i. **Add:** Add this specification section in full to the contract documents.
    1. Coiling Door opening to be 10'-0" wide x 4'-4" tall.

### 3. Drawing Items:

- (a) **Civil and Landscaping Sheets:**
  - i. See the attached revised Civil and Landscaping sheets for modifications resulting from local zoning & engineering review.
- (b) **C-601**
  - i. Basis of Design product for basketball court finish: Slip Doctors Alpha Grip Non-Slip Stripe and Athletic Court Paint or approved equal. Install per manufacturer's recommendations.
  - ii. Detail 4/C-601: Add note: THE TIMBERS FOR THE TIMBER RETAINING WALL SHALL BE WESTERN RED CEDAR. ALL SIDES NOT BURIED SHALL HAVE A SMOOTH FINISH.
- (c) **Sheet A-121: FIRST FLOOR NOTATION PLAN**
  - i. **Clarification:** Plan Note 10.03. – Confirm that owner will provide the lockers. Contractor to install lockers in place.
  - ii. **Clarification:** See detail for vinyl fence to installed around the mechanical yard:



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## FENCE DTL

1/2" = 1'-0"

- (d) **Sheet A-131: REFLECTED CEILING PLAN**



- i. **Clarification:** R.C Plan Note 5: Basis-of-design product: Turf Freeform Acoustic Ceiling Baffle, custom layout. See Alternate #4 for alternate product to be priced separately on the bid form.
- ii. **Clarification:** R.C. Plan Note 4: "Wood" Ceiling shall be WC-1 Product over 5/8" type "x" gyp board to match the WC-1 Soffits on Sheet A-406.
  - 1. See attached Sheet A-406 that includes modified view titles indicating WC-1 in lieu of P.Lam.
- iii. **Add:** Note added adjacent to building entry to continue the 2-HR rated wall above soffit, to bottom of deck.
- (e) **Sheet A-314: WALL SECTIONS**
  - i. **Modify:** Detail 6/A-314 is modified to remove appearance of plastic laminate panels on the soffit face. WC-1 wallcovering shall be installed over 5/8" type "x" gyp board.
  - ii. **Modify:** Details 1-2/A-314: Notes showing plastic laminate panels have been removed and replaced with notes directing use of WC-1 at both horizontal and vertical faces of the high soffit construction.
- (f) **Sheet A-601: DOOR SCHEDULE & DETAILS**
  - i. **Modification:** Door Schedule modified – Note 4 information to read: NOTE MODIFIED VIA ADDENDUM 2 - DOORS TO RECEIVE STOREROOM LOCKSET SIMILAR TO: 9K3-7D16C PATD S3.
  - ii. **Add:** Hollow Metal Window "K" elevation and notes added to the sheet.
  - iii. **Delete:** Detail 4 is deleted from the sheet.

#### 4. Attachments:

- (a) **Architectural Specifications:** 003132, 003126, 004113, 007000, 008000, 012100, 012600, 083313
- (b) **Architectural Sheets:** A-131, A-314, A-601
- (c) **Civil & Landscape Coversheet**
- (d) **Civil & Landscape Sheets:** C-200, C-300, C-301, C-600, L-100, L-101, L-102
- (e) **Mechanical Addendum Coversheet**
- (f) **Mechanical Sheets:** None in Addendum 2

End of Addendum 2

Sincerely,

MKM architecture + design



Benjamin D. McHugh, AIA,  
Senior Associate

P:\25005 St. Joe County Public Library Western Branch\Drawing\4Contract\Addenda\Addendum 2\01\_2025-09-18\_SJCPL  
Western\_Addendum 2 - Cover.docx

## 003126 - EXISTING HAZARDOUS MATERIAL INFORMATION

### 1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. An existing Phase 1 Environmental Site Report for Project, prepared by Heartland Environmental Associates, dated May 08, 2024, is available for viewing **as appended to this Document**.
  - 1. NOTE: This report was generated prior to the early demolition project was completed. Most of the items potentially containing asbestos have been removed, but there is no guarantee that all potentially hazardous items have been removed.
- C. Related Requirements:
  - 1. Document 003132 "Geotechnical Data" for reports and soil-boring data from geotechnical investigations that are made available to bidders.

END OF DOCUMENT 003126



**HEARTLAND**

ENVIRONMENTAL ASSOCIATES INC.

**PHASE I ENVIRONMENTAL  
SITE ASSESSMENT**

**Z.B. Falcons Nest 80 Property  
323 South Sheridan Street  
South Bend, Indiana 46619**

**Parcel Identification Numbers:  
71-08-09-179-017.000-026 & 71-08-09-179-018.000-026**

**May 8, 2024**

**Heartland Project #5146-24-01**

*"Your dependable partner for environmental compliance"*

---

3410 Mishawaka Avenue

South Bend, Indiana 46615

Phone 574.289.1191

Fax 574.289.7480

**This report is prepared by:**

**Heartland Environmental Associates, Inc.**  
**1324 East 16<sup>th</sup> Street, Indianapolis, Indiana 46202**  
**3410 Mishawaka Avenue, South Bend, Indiana 46615**  
**Phone: 574-289-1191      Fax: 574-289-7480**

**Prepared For:**

Capital Avenue Properties, LLC  
101 East Mishawaka Avenue  
Mishawaka, Indiana 46545

**For the Site:**

Z.B. Falcons Nest 80 Property  
323 South Sheridan Street  
South Bend, Indiana 46619  
Heartland Project # 5146-24-01

Report prepared by Heartland Environmental Associates, Inc. representative:



Nivas R. Vijay, CHMM  
Senior Project Manager / Principal

05/08/2024

Date

Heartland declares that, to the best of our professional knowledge and belief, that this report was prepared by personnel meeting the definition of Environmental Professional as defined in §312.10 of 40 CFR 312.

Heartland personnel conducting this report have the specific qualifications based on education, training and experience to assess a property of the nature, history and setting of the subject property. Heartland has developed and performed the all appropriate inquiries in general conformance with the standards and practices set forth in 40 CFR Part 312.

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Appendices available upon request

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APPENDIX C	Property Record Title Cards and Deed Documentation
APPENDIX D	EDR Historical Topo Map Report
APPENDIX E	EDR Certified Sanborn Map Report
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APPENDIX G	EDR Radius Map Report
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APPENDIX I	Correspondence Documentation
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APPENDIX K	Qualifications of Environmental Professionals

## EXECUTIVE SUMMARY

This report will assist Capital Avenue Properties, LLC, in establishing "due diligence" regarding the Z.B. Falcons Nest 80 property addressed at 323 South Sheridan Street in South Bend, Indiana. The assessment area of the subject property consists of two (2) contiguous property parcels (State Parcel ID #71-08-09-179-017.000-026 [County Tax Parcel ID #018-4123-4783] and State Parcel ID #71-08-09-179-018.000-026 [County Tax Parcel ID #018-4123-478102]) situated west of South Sheridan Street and north of West Western Avenue on the west side of South Bend, Indiana.

Property Parcel ID #71-08-09-179-017.000-026, an irregular-shaped parcel covering approximately 3.73-acres, comprises the north-and-west parts of the subject property and includes a large grass-covered area in its northern part and a large asphalt-paved parking lot with some landscape islands in its southern part. Property Parcel ID #71-08-09-179-018.000-026, an irregular-shaped parcel covering approximately 1.41-acres, comprises the southeast part of the subject property and includes a large asphalt-paved parking lot and a 12,221-square-foot club building. At the time of this assessment, the subject property was occupied by the Z.B. Falcons Nest 80, a nonprofit private Polish Club that is part of the Polish Falcons of America, which uses the property as a club function hall and lounge, and as a rental hall for banquets and other events.

Property Parcel ID #71-08-09-179-017.000-026 is currently owned by Z B Falcons Nest 80, Inc. Property Parcel ID #71-08-09-179-018.000-026 is currently owned by Zigmund Balicki Polish Falcons 1, Inc. Mr. Jonathan C. Sporleder, Senior Project Geologist, and Mr. Nivas R. Vijay, Senior Project Manager with Heartland Environmental Associates, Inc. (Heartland) conducted this Phase I Environmental Site Assessment (Phase I ESA).

This Phase I ESA was conducted in general conformance with American Society of Testing and Materials (ASTM) Standards for Phase I Environmental Site Assessments (ASTM E1527-21), including the United States Environmental Protection Agency's (USEPA) All Appropriate Inquiries (AAI) Rule, that was effective on February 13, 2023. The Phase I ESA scope of services included a review of environmental regulatory records and a visual inspection of the subject property. Issues considered include site history, adjacent properties that could have an impact on the site, the presence of wetlands, the presence of other hazardous material(s) onsite, tanks (underground and aboveground), and Comprehensive Environmental Response, Compensation, and Liability Act/Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLA / CERCLIS), Superfund Enterprise Management System (SEMS) involvement and spills.

The following limitations and/or exceptions and data gaps to ASTM E1527-21 apply to this investigation:

- Heartland was not able to contact historic property owners prior to the present day site owner to fully conduct a site interview.
- Property ownership records were only able to be definitively traced back to 1951.

- Sanborn Fire Insurance Maps were not available for review for the area of the subject property due to the location of the property in a location historically on the western outskirts of South Bend, Indiana.
- City directories listings were only available for review for the area of the subject property dating back to 1945.
- The rooftop of the site building could not be accessed for inspection during the time of the site reconnaissance.

Heartland has performed a Phase I ESA in general conformance with the scope and limitations of ASTM Practice E1527-21 and USEPA AAI Rule for the Z.B. Falcons Nest 80 property addressed at 323 South Sheridan Street in South Bend, Indiana. This assessment revealed no evidence of Recognized Environmental Conditions (RECs), Historical Recognized Environmental Conditions (HRECs) and/or Controlled Recognized Environmental Conditions (CRECs) in connection with the property except for the following:

- An off-site adjacent gasoline station (Phillips 66, addressed at 4005 West Western Avenue) was observed to be located next to and adjoining the southeastern part of the subject property. This offsite property is known to have operated as a gasoline service station since at least the mid-1950s and has known impacts to subsurface media resulting from historical gasoline service station operations which has included, and presently includes underground storage tank (UST) operations in the direct vicinity of the southern subject property parcel.

Based on the location of this facility in close proximity to the subject property, the potential exists that chemical impacts to subsurface media associated with this offsite gasoline service station may have migrated towards and adversely impacted the subject property parcels. Therefore, historical offsite gasoline service station operations with the operation of USTs directly adjoining the subject property parcels are considered an REC.

The potential for adverse chemical impacts to be present to subsurface media resulting from historical offsite gasoline service station operations further constitutes a Vapor Encroachment Condition (VEC) for the subject property.

- Two (2) off-site adjacent auto service garages (Pequeno Auto Service Garage, addressed at 4014 West Western Avenue; and V&F Motors / Paredes Motors, addressed at 4102 West Western Avenue) were observed to be located next to (across Western Avenue) the southern part of the subject property. The potential exists that, during the course of operations, these facilities utilized hazardous substances and petroleum products as part of their regular operations.

The potential exists that previously unknown and/or unquantified releases and/or spills may have occurred associated with historical hazardous substance and/or petroleum product storage and/or handling at these facilities that may have adversely impacted the



subject property parcels. Historical offsite auto service and repair operations in close proximity to the subject property and the potential for adverse chemical impacts to be present to subsurface media resulting from these operations constitute an REC for the subject property.

The potential for adverse chemical impacts to be present to subsurface media resulting from historical offsite auto service and repair operations further constitutes a VEC for the subject property.

In addition to the above identified RECs, the following environmental concerns and/or Business Environmental Risks were noted for the subject property:

- During the site reconnaissance, suspect asbestos containing materials (ACMs) were observed within and on the exterior of the building at the subject property. The observed suspect ACMs included acoustical ceiling panels, sheetrock walls, resilient vinyl flooring materials and associated mastics and asphalt roofing materials. It is noted that available records indicate that the building at the subject property was constructed in 1971; therefore, given the age of the building at the subject property, the potential exists that these suspect materials are asbestos containing. The potential presence of ACMs at the subject property is considered to be a Business Environmental Risk.

Please note that a formal inspection for suspect ACMs was not conducted and is outside the scope of this Phase I ESA. Heartland recommends that care be taken to evaluate and address any potential suspect ACM concerns as part of any future planned renovation and/or demolition of the site building.

- During the site reconnaissance, no significant areas of peeling and/or chipped paint were observed within the site building; however, based on the age of construction of the site building, the potential exists that paint coated surfaces utilized lead-based paint. The potential presence of lead-based paint at the subject property is considered to be a Business Environmental Risk. It is noted that several paint coated surfaces appeared to be of newer vintage and were likely coated with paints that were not lead-based.

Note that testing of painted surfaces was not requested or performed and is outside of the scope of this Phase I ESA. Heartland recommends that care be taken to address any potential suspect lead-based paint concerns as part of any future planned renovation of the site building.

The findings and conclusions made as part of this project report are not to be construed as legal advice. No environmental investigation can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Furthermore, there is a point at which the cost of information obtained, or the time required to gather it, outweighs the usefulness of the information and, in fact, may be a material detriment to the orderly completion of transactions.

## 1.0 INTRODUCTION

Heartland received written authorization from Mr. John Becker, Member of Capital Avenue Properties, LLC, to conduct a Phase I ESA for the Z.B. Falcons Nest 80 property addressed at 323 South Sheridan Street in South Bend, Indiana, herein referred to as the “subject property” or “site”, located on the west side of the city of South Bend, in Portage Township, Saint Joseph County, Indiana. Heartland understands that Capital Avenue Properties, LLC, is in the process of evaluating the subject property as part of due diligence environmental assessment purposes; and therefore, this Phase I ESA is being conducted as part of due diligence property evaluation activities. This document is prepared for the sole use of Capital Avenue Properties, LLC, and is a document upon which this party, and any associated subsidiaries and assigns, may rely.

There are no intended or unintended third-party beneficiaries to this report, except as expressly stated herein. Heartland is an independent contractor, not an employee of either the relied upon parties or the borrower, and its compensation was not based on the findings or recommendations made in the report or on the closing of any business transaction.

### 1.1 PURPOSE

This assessment was conducted for the purpose of evaluating environmental risk relative to the site. Heartland’s efforts were also conducted in recognition of the "due diligence" clause of Section 107 of CERCLA of 1980, as amended by the Superfund Amendment Reauthorization Act (SARA) in 1986, which has become key to managing the potential risk(s) presented by property transactions. Section 107(b) provides relief from liability if a property owner can establish that due care was exercised with respect to investigating a site for hazardous substances, and that precautions were taken against foreseeable acts or omissions in the transaction. The USEPA finalized language on “all appropriate inquiry” which became effective in November 2006, finalized December 2013 and again in December 2022.

The purpose of this Phase I ESA is to assist Capital Avenue Properties, LLC, in establishing "due diligence" with regard to real estate transactions. The main objective was to determine the potential presence or absence of chemical impacts in the form of hazardous substances. Hazardous substances, in this case, refer to those materials defined in the Resource Conservation and Recovery Act (RCRA) and CERCLA regulatory programs and petroleum products. Such an assessment produces professional observations and conclusions, which are used to judge the likelihood of significant environmental issues existing currently or in the past that present potential environmental liabilities to the owners/operators of the property. These are referred to as RECs. If impacts are found onsite that can be attributed to the activities of an off-site source(s), the responsibility for the impacts are generally the off-site parties. However, it would be prudent to seek legal advice and/or conduct further investigation regarding impact issues due to off-site sources.

## 1.2 DEFINITIONS

An REC is defined by ASTM E1527-21 as *1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; 2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or 3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.*

A HREC is defined by ASTM E1527-21 as *a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls (e.g. property use restriction, AULS, institutional controls, or engineering controls), at the time the Phase I ESA is conducted (e.g., if there has been a change in the regulatory criteria). If the Environmental Professional (EP) considers this past release to be a REC at the time the Phase I ESA is conducted, the condition shall be included in the conclusion section of the report as a REC.*

A CREC is defined by ASTM E1527-21 as *a recognized environmental condition affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of controls (for example activity and use limitations or other property use limitations).*

A Business Environmental Risk is defined by ASTM E1527-21 as *a risk, which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice. Consideration of business environmental risk issues may involve addressing one or more non-scope considerations.*

## 1.3 SCOPE OF SERVICES

Heartland's approach to Phase I ESAs generally focuses on the efforts in the tasks described below, conducted in general conformance with ASTM standards, published May 1993 and updated in 2005, 2013, and 2021. In general, the scope of work consisted of:

- Compilation of a history of subject property development and use with emphasis on chemical substances which might have been onsite that could have contributed to a REC;
- Review of local, state and federal environmental regulatory documents to determine the applicability (presence/absence) of environmental issues such as: storm water, wastewater, groundwater, wetlands, storage tanks (underground and aboveground), spills, and polychlorinated biphenyls (PCBs);

- Site reconnaissance of the property to detect indications of the presence of hazardous substances and RECs; and
- Reporting conclusions and recommendations.

This Phase I ESA Scope of Work did not include the sampling or analysis of environmental media. Generally, a Phase II ESA is developed in an effort to detect the presence or confirm the absence of environmental impacts.

The data and opinions expressed in this document are based on data derived from a visual reconnaissance of the property, examination of public records and interviews with individuals familiar with the property. In preparing the report, Heartland has presumed that the data sources and information provided in interviews are accurate. Except as otherwise stated in the report, Heartland has not attempted to verify the accuracy or completeness of the information.

## **1.4 LIMITATIONS / DATA GAPS**

The following limitations and/or exceptions and data gaps to ASTM E1527-21 apply to this investigation:

- Heartland was not able to contact historic property owners prior to the present day site owner to fully conduct a site interview.
- Property ownership records were only able to be definitively traced back to 1951.
- Sanborn Fire Insurance Maps were not available for review for the area of the subject property due to the location of the property in a location historically on the western outskirts of South Bend, Indiana.
- City directories listings were only available for review for the area of the subject property dating back to 1945.
- The rooftop of the site building could not be accessed for inspection during the time of the site reconnaissance.

After evaluation of these data gaps Heartland has determined that these data gaps did not impede the ability of Heartland to render opinions with regards to potential RECs at the site. These data gaps are not considered significant to the report.

## **1.5 PHASE I ESA VIABILITY**

As defined by ASTM E1527-21, a Phase I ESA, meeting or exceeding the practice outlined and completed less than 180 days (six (6) months) prior to the date of acquisition of the property or (for transactions not involving an acquisition) the date of the intended transaction is presumed to be valid. The 180-day period, or “clock”, begins from the date on which the earliest report information is collected. The “continuing viability” component of ASTM E1527-21 requires

updates after 180 days from the earliest date of collection of interviews with owners, operators & occupant; environmental lien search; government database search; visual inspections/site reconnaissance; and, the Environmental Professional declaration.

The viability date (180-day expiration date) of this Phase I ESA is October 21, 2024 (180-days from the date of the regulatory database search).

## 2.0 PHYSICAL DESCRIPTION

### 2.1 SITE DESCRIPTION

The subject property is addressed at 323 South Sheridan Street in South Bend, Indiana. The subject property is located on the west side of the city of South Bend, in Portage Township, Saint Joseph County, Indiana. The subject property consists of two (2) contiguous property parcels (State Parcel ID #71-08-09-179-017.000-026 [County Tax Parcel ID #018-4123-4783] and State Parcel ID #71-08-09-179-018.000-026 [County Tax Parcel ID #018-4123-478102]) situated west of South Sheridan Street and north of West Western Avenue on the west side of South Bend, Indiana. Property Parcel ID #71-08-09-179-017.000-026, an irregular-shaped parcel covering approximately 3.73-acres, comprises the north-and-west parts of the subject property and includes a large grass-covered area in its northern part and a large asphalt-paved parking lot with some landscape islands in its southern part. Property Parcel ID #71-08-09-179-018.000-026, an irregular-shaped parcel covering approximately 1.41-acres, comprises the southeast part of the subject property and includes a large asphalt-paved parking lots and a 12,221-square-foot club building. At the time of this assessment, the subject property was occupied by Z.B. Falcons Nest 80, a nonprofit private Polish Club that is part of the Polish Falcons of America, which uses the property as a club function hall and lounge, and as a rental hall for banquets and other events.

The subject property is located in a residential-and-commercially developed area on the west side of South Bend, Indiana. The subject property is accessible from South Sheridan Street to the east and from West Western Avenue to the south.

The subject property is bordered to the north by residential neighborhoods characterized by numerous residential properties with houses and residential-type garages. The northern part of the subject property is bordered to the east by South Sheridan Street followed by residential neighborhoods characterized by numerous residential properties with houses and residential-type garages. The southern part of the subject property is bordered to the east by a gasoline station (Phillips 66, addressed at 4005 West Western Avenue) and (across South Sheridan Street) by a commercial retail auto parts store (Auto Zone Car Parts, addressed at 3921 West Western Avenue). The subject property is bordered to the south by West Western Avenue, followed by two (2) auto service garages (Pequeno Auto Service Garage, addressed at 4014 West Western Avenue; and V&F Motors / Paredes Motors, addressed at 4102 West Western Avenue), followed farther to the south by residential neighborhoods characterized by numerous residential properties with houses and residential-type garages. The northern part of the subject property is bordered to the west by residential neighborhoods characterized by numerous residential properties with houses and residential-type garages. The southern part of the subject property is bordered to the west by a commercial retail store (Dollar General, addressed at 4123 West Western Avenue), followed by Village Way (a street), followed farther to the west by a variety of commercial retail business properties.

The subject property is located in Section 9, Township 37 North, Range 2 East, in Portage

Township, Saint Joseph County, Indiana. The site location is shown on Figure 1 on the United States Geological Survey (USGS) 7.5 Minute Topographic Map compiled from the South Bend West, Indiana Quadrangle.

On April 30, 2024, Mr. Jonathan C. Sporleder, Senior Project Geologist with Heartland, performed a site reconnaissance with visual observations of the surrounding area. Photographs of the subject property taken by Mr. Sporleder on April 30, 2024, are provided in Appendix A. It should be noted that the Scope of Work did not include defining the subject property boundaries. Property lines are based on information provided to Heartland and reasonable property lines based on the subject property location. A site map depicting the subject property and the approximate parcel boundaries is provided in Figure 2.

The northern part of the subject property was observed to be a large grass-covered field area, with some areas along the northern edge of this part of the subject property evidently developed as small vegetable gardens associated with off-site adjacent residential properties located to the north. The southern part of the subject property was observed to be mostly covered by asphalt-paved parking lots, some landscape islands, and the Z.B. Falcons club building. Access to the parking lots at the subject property was via paved entrance drives from South Sheridan Street to the east and the West Western Avenue to the south.

The two-story club building at the subject property, reported to be 12,221-square feet in area, was constructed with metal beams, metal outer walls with a partial brick facade; some interior walls apparently of wood-frame and drywall construction; over a concrete floor slab. The building does not have a basement. This building is provided with electric, natural-gas, municipal water, and municipal sewer services. The sloped roof of the building evidently was of metal construction with an asphalt outer coating. Forced-air heat and air-conditioning are provided to the building via ductwork from five (5) natural-gas heaters and related HVAC equipment units situated on the roof of the building. Electrical control units with wall mounted boxes were observed on the interior west wall of the building and are evidently sourced via over-head electric lines from three (3) pole-mounted transformers located in the parking lot west of the building. Several other pole-mounted transformers were observed in grass-covered areas at various locations along the outer edges of the subject property that evidently were associated with electrical connections to off-site adjacent properties. No stains or indications of leaks, or stressed vegetation were observed in association with the electrical transformers observed at and near the subject property.

At the time of the site reconnaissance, the building at the subject property was occupied by Z.B. Falcons Nest 80, a nonprofit private Polish Club that is part of the Polish Falcons of America, which uses the property as a club function hall and lounge, and as a rental hall for banquets and other events. The main entrance to the building was on the east side, with additional doors on the north, south and west sides of the building. The interior of the building includes a large open room used as a banquet hall, a large room used as a bar / lounge area, a walk-in freezer room, several storage rooms, an office room and a large professional-type kitchen with large sinks, refrigerators and natural-gas stoves with a vent hood. The second floor of the building includes a large open room currently used for storage, former restrooms with showers (the plumbing

reportedly is currently inoperable in the upstairs restrooms), an access door to a former fire-escape slide (the slide is no longer present) and a room to access the ductwork for the building's HVAC system. Various types of floor-covering materials were observed in the building including carpeting, wood, slate tiles, ceramic tiles, 9" x 9" resilient vinyl floor tiles and vinyl sheet flooring. Ceilings in the building were observed to have suspended ceiling panels, some with stained areas presumably from former water leaks from the roof. Drains were observed in the building at the subject property for sinks in the bar area; for sinks, toilets and the floors in the restrooms; and for sinks and a floor drain in the kitchen. No stains were observed in association with these drains in the building at the subject property.

Some *de minimis* small volume containers of detergents and various other chemical materials were observed in the bar area, kitchen and in storage rooms in the building at the subject property. These small volume containers of detergent and various materials evidently were for cleaning and/or building maintenance purposes. No spillage, staining or leaks were observed in association with these containers at the subject property.

A Waste Management trash dumpster for general off-site trash disposal, observed to contain *de minimis* trash items, and a small Darling International, Inc., dumpster for used cooking oil, observed to be partly full of liquid presumed to be used cooking oil, were observed on concrete slab in the area of the asphalt parking lot outside and west of the northwest corner of the building. No staining was observed on the pavement next to these dumpsters. Some *de minimis* trash items were observed on the ground along the edges of the large grassy area in the northern part of the subject property.

Several storm drains, presumably draining to the municipal storm drain system located along the adjacent city streets, were observed in the paved parking lots at the subject property. No retention basins, pits, ponds and/or lagoons were present on the subject property grounds.

## 2.2 PHYSICAL SETTING

According to the USGS topographic map, the topography of the subject property is relatively flat with an elevation of approximately 715-feet above mean sea level (amsl). The subject property is located in the Saint Joseph Drainageways Northern Moraine and Lake Physiographic Region. The area is characterized by glacial outwash fan deposits. Surficial deposits are predominately sand and gravel. Surficial material is Wisconsinan undifferentiated glacial outwash (IndianaMap, 2023). Seismic liquefaction potential is moderate (IndianaMap, 2023).

The predominant soil types in the site area are Urban Land Maumee Complex soils consisting of very deep, poorly drained soils formed in depressions on outwash plains and depressions on lake plains and sourced from sandy outwash parent materials. The potential for surface runoff is negligible (NRCS, 2023). Urban Land Maumee Complex soils consist of loamy sand soils underlain by sand that extends to depths of 80-inches or greater. Urban land complex soils are typically generated by anthropogenic build up due to construction and/or other development and



are typically so altered that the natural soils are disturbed beyond its typical deposition. Unconsolidated deposits in the vicinity of the subject property are approximately 100-feet thick (IndianaMap, 2023).

Underlying bedrock in the area of the site is the Devonian Ellsworth Group (Gray, Ault & Keller, 1987). Underlying bedrock is the Devonian Ellsworth Shale (IndianaMap, 2023). The lower part of the Ellsworth Shale consists of alternating beds of gray-green shale and brownish-black shale. The upper part of the Ellsworth is grayish-green shale with light-greenish limestone or dolomite lenses. In some places, it contains a dark-gray, thinly laminated dolomite. (Shaver, et al, 1986). The elevation of the bedrock surface is approximately 570-to-600 feet amsl and is relatively flat (IndianaMap, 2023).

The site is located in the Saint Joseph River Basin (INDNR, 2002). The nearest natural body of water is the Saint Joseph River, located approximately 3-miles to the east of the site. Based upon area topography, surface drainage in the area of the site is most likely towards drainage features located to the south along West Western Avenue and to the east along South Sheridan Street. Regional groundwater flow direction in the area of the site is most likely east towards the Saint Joseph River but may be more complex in localized areas due to hummocky topography characteristic of its origin as a glacial end moraine (INDNR, 2002). Please note that the determination of groundwater flow is not within the Scope of Work of a Phase I report.

### **3.0 HISTORICAL SITE DEVELOPMENT**

In order to gain an understanding of the subject property's historical use and development, the subject property was visually inspected, and aerial photographs and historical references were reviewed. The following section details the available information regarding the development of the subject property.

#### **3.1 HISTORICAL SITE USAGE**

On April 30, 2024, Heartland personnel conducted a site reconnaissance of the subject property. During the site reconnaissance on April 30, 2024, Heartland staff was accompanied by and interviewed Mr. Chris Barth, of NAI Cressy, the Broker for the sale of the subject property, and Mr. Robert Kuzmicz, of the Board of Directors for the Z.B. Falcons club, representing the current property owner and occupant. Mr. Barth and Mr. Kuzmicz indicated that they were not aware of any adverse environmental conditions associated with the subject property and/or any of the surrounding properties. Additional information provided by Mr. Barth and Mr. Kuzmicz are summarized throughout this report.

At the time of the site reconnaissance on April 30, 2024, the subject property was occupied by Z.B. Falcons Nest 80, a nonprofit private Polish Club that is part of the Polish Falcons of America. Mr. Kuzmicz indicated that the subject property had been occupied and used by Z.B. Falcons Nest 80 club since at least 1971 as a club function hall and lounge, and as a rental hall for banquets and other events. Prior to initial development by Z.B. Falcons, the site was undeveloped.

Historically, the subject property has been surrounded by a mix of commercial and residential properties. Details regarding adjacent and nearby off-site properties, and their potential relevance with regards to possible environmental concerns for the subject property, are provided in Sections 5.0 and 6.0 below. Of note is the development of the adjoining property to the southeast as a gasoline service station, which has operated during various timeframes as a gasoline service station from at least the mid-1950's through present day, and the operation of several auto service and repair facilities, including facilities located directly south of the subject property beyond West Western Avenue.

Note that subject property development could only be confirmed for the subject property dating back to 1938; however, based on Heartland's review, the subject property was unlikely subject to development prior to initial developed circa 1967.

#### **3.2 AERIAL PHOTOGRAPH REVIEW**

Heartland reviewed aerial photography provided by Electronic Data Resources (EDR) from the years 1938, 1952, 1957, 1967, 1973, 1980, 1986, 1992, 1998, 2005, 2008, 2012, 2016, and 2020. Aerial photographs dated 2019 and 2021 were additionally obtained utilized online resources,

including the City of South Bend Brownfields Coalition online portal and Google.

The 1938 aerial photograph shows the subject property developed as agricultural land, bordered by an east-west-running road (identified elsewhere as West Western Avenue) on its southern edge. The properties adjacent to the west, north, and east are all developed as agricultural land. The properties adjacent to the south across West Western Avenue are developed with residential structures. There are three (3) small commercial structures on the south side of West Western Avenue in a space between one hundred (100) and eight hundred (800) feet to the east of the subject property. The surrounding area is agricultural in the northwest, southwest, and southeast parts of the photograph, and platted for residential development in the south-central, east, and northeast parts of the photograph.

The 1952 aerial photograph shows the subject property as undeveloped land. The properties adjacent to the north are developed with residential structures. The properties adjacent to the west, east, and south are undeveloped lots. The surrounding area has been heavily developed in comparison with the 1938 photograph. Nearly the entire photograph is developed with residential neighborhoods, with a few small commercial structures on West Western Avenue to the east of the subject property, and some undeveloped land to the north and south of West Western Avenue in the western portion of the photograph.

The 1957 aerial photograph shows the subject property to be similarly undeveloped as in the 1952 photograph. The property adjacent to the southeast of the subject property has been developed with one (1) commercial structure, which appears to be a gasoline service station. The properties adjacent to the south of the subject property have been developed with two (2) commercial structures. The properties adjacent to the east and west of the subject property are similarly undeveloped as in the 1952 photograph. The undeveloped land on the western portion of the photograph is disturbed with vehicle track marks, showing signs of development.

The 1967 aerial photograph shows the subject property to be developed with one (1) commercial structure in its southwest corner. The property adjacent to the west of the subject property has been developed with one (1) commercial structure and a parking lot. The property adjacent to the east of the subject property has been developed with one (1) commercial structure and a parking lot. The surrounding area has developed progressively, with only a small area of undeveloped land remaining five hundred (500) feet to the west of the subject property.

The 1973 aerial photograph shows the subject property to be developed with one (1) new commercial structure, roughly in the center. All adjacent properties are developed similarly to the 1967 photograph. The property five hundred (500) feet to the west of the subject property has been developed with a large commercial structure.

The 1981, 1986, 1992, 1998, 2005, 2008, 2012, 2016, 2019, 2020 and 2021 aerial photographs show the subject property, adjacent properties, and surrounding area to be similarly developed to the 1973 photograph, with varying degrees of minor residential and commercial redevelopment shown to the north of the subject property and farther to the east and west along West Western

Avenue.

No other significant observations were made as part of this aerial photograph review. A copy of the EDR Aerial Photo Decade Package Report is provided in Appendix B.

### 3.3 TITLE RECORDS SEARCH

Heartland conducted a property title record search to determine the ownership of the subject property at the Saint Joseph County Assessor's and Recorder's Office in South Bend, Indiana. The northern property parcel of the subject property is currently owned by Z B Falcons Nest 80, Inc. The southern property parcel of the subject property which housed the site building is currently owned by the Zigmund Balicki Polish Falcons 1, Inc. According to the property record cards reviewed, title records could only be definitively traced back to 1951.

Note that a review of property record information indicated that the site building was constructed in 1971.

The list of owners and available transfer dates are provided in Table 1 below. Copies of the property record cards are provided in Appendix C. This title records search was not intended as a legal title search.

<b>Table 1</b> <b>Title Search</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>	
<b>Parcel #71-08-09-179-017.000-026</b>	
<b>Owner</b>	<b>Ownership Dates</b>
Z B Falcons Nest 80, Inc.	02/17/1978 – Present
Colpaert Realty	07/19/1967 – 02/17/1978
Garden Homes Inc.	From at least 1951 – 07/19/1967
<b>Parcel #71-08-09-179-018.000-026</b>	
<b>Owner</b>	<b>Ownership Dates</b>
Zigmund Balicki Polish Falcons 1 Inc.	07/10/1963 – Present
Belleville Investment Company	From at least 1951 – 07/10/1963

### 3.4 ENVIRONMENTAL LIENS / ACTIVITY AND USE LIMITATIONS

In addition to this title search, Heartland conducted a search for any environmental liens and/or Activity and Use Limitations (AULs) recorded for the subject property. No known restrictions or use limitations were documented for the subject property.

### 3.5 HISTORIC TOPOGRAPHIC MAP REVIEW

Heartland, as part of this Phase I ESA, reviewed historical topographic maps for the area of the subject property dated 1958, 1969, 1980, 1986, 2013, 2016, 2019 and 2022, as provided by EDR. In general, the maps depict the subject property as developed in each of the topographic maps reviewed. Railroad infrastructure is shown farther to the north and south of the subject property in each of the reviewed maps. No buildings are depicted at the subject property in any of the reviewed maps.

The area of the subject property is generally flat, with no significant changes in elevation and/or gradient shown in any of the topographic maps reviewed. No other significant observations were made as part of the topographic map review. The EDR Historical Topo Map Report is provided in Appendix D.

### 3.6 HISTORIC SANBORN FIRE INSURANCE MAP REVIEW

Heartland attempted to obtain Sanborn Fire Insurance Maps; however, no coverage was available for the area of the site according to EDR. A copy of the EDR Sanborn Fire Insurance Map - No Coverage Report is included in Appendix E.

### 3.7 HISTORIC CITY DIRECTORY REVIEW

City directory listings were provided for review by EDR and by Heartland at the St. Joseph County Public Library in South Bend, Indiana for the site address and surrounding properties. It is noted that city directories were only available for review dating back to 1945 for the area of the subject property.

A summary of pertinent listings, including listings associated with the subject property, are summarized in Table 2 below.

<b>Table 2</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>	
<b>Directory Year</b>	<b>Listing &amp; Street Number</b>
1945	<b>323 South Sheridan Street – Not Listed</b> 3802 West Western Avenue – Charles VanDeHaegen, florist 3813 West Western Avenue – Residential 3922 West Western Avenue – Xavier Klota, filling station 4112 West Western Avenue – Residential 414-456 Albert Avenue – Residential 413-454 Edison Avenue – Residential

<b>Table 2</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>	
<b>Directory Year</b>	<b>Listing &amp; Street Number</b>
1950	<b>323 South Sheridan Street – Not Listed</b> 413-454 South Sheridan – Residential 3801 West Western Avenue – Vacant 3816 West Western Avenue – Eligius Zientowski, liquor 3902 West Western Avenue – Charles VanDerHaegen 3904-3910 West Western Avenue – Charles VanDerHaegen, florist 3905 West Western Avenue – No Return 3922 West Western Avenue – Xavier F Klota, filling station 4118 West Western Avenue – Residential 414-454 Albert Avenue – Residential 413-454 Edison Avenue – Residential
1955	<b>323 South Sheridan Street – Not Listed</b> <b>202-454 South Sheridan Street – Residential</b> 3817 West Western Avenue – Western Sunoco Service, filling station 3818 West Western Avenue – Alex Rzepka, filling station 3902 West Western Avenue – Residential 3904-3910 West Western Avenue – Charles VanDerHaegen, florist 3905 West Western Avenue – Trudy’s Drive In, restaurant 3922 West Western Avenue – Xavier F Klota, filling station 4005 West Western Avenue – Joe’s Texaco Service 4118 West Western Avenue – Leo F Klingel, osteopath 106-248 Village Way – Residential 413-456 Albert Avenue – Residential 4009-4143 Bonfield Place – Residential 413-454 Edison Avenue – Residential
1960	<b>323 South Sheridan Street – Not Listed</b> 202-454 South Sheridan Street – Residential 3810 West Western Avenue – Pacer Oil Co Inc, gas station 3816 West Western Avenue – El’s Liquor Store 3817 West Western Avenue – Cliff’s Sunoco Service Station 3818 West Western Avenue – Romanski’s “66” Service Station 3902 West Western Avenue – VanDerHaegen Florist 3905 West Western Avenue – Vacant 3921 West Western Avenue – Wilt’s Super Market 3941 West Western Avenue – Residential 4002 West Western Avenue – Belleville Pharmacy 4005 West Western Avenue – Joe’s Texaco Service, gas station 4014 West Western Avenue – Max’s Gulf Service, gas station 4102 West Western Avenue – Rice’s Shell Service Station 4118 West Western Avenue – Lee T Zawol, osteopath 4123 West Western Avenue – Azar’s Big Boy 106-248 Village Way – Residential 413-456 Albert Avenue – Residential 4009-4143 Bonfield Place – Residential 413-454 Edison Avenue – Residential

<b>Table 2</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>	
<b>Directory Year</b>	<b>Listing &amp; Street Number</b>
1965	<b>323 South Sheridan Street – Not Listed</b> 202-454 South Sherdan Street – Residential 3810 West Western Avenue – Pacer Oil Co Inc, gas station 3816 West Western Avenue – El’s Liquor Store 3817 West Western Avenue – Cliff’s Sunoco Service Station 3818 West Western Avenue – Chuck’s 66 Service Station 3902 West Western Avenue – Van Der Haegen Florist 3905 West Western Avenue – One Hour Martinizing, clothes cleaners 3921 West Western Avenue – Wilt’s Super Market 3922 West Western Avenue – Western Service Center, gas station 4002 West Western Avenue – Belleville Pharmacy 4005 West Western Avenue – Frank’s Texaco Service 4014 West Western Avenue – Vacant 4102 West Western Avenue – Frankie’s Shell Service Station 4118 West Western Avenue – Vacant 4122 West Western Avenue – Hillview Dairy 4123 West Western Avenue – Azar’s Big Boy 4202 West Western Avenue – Dairy Queen 4205 West Western Avenue – D-X Service Center, gas staion 4218 West Western Avenue – A & W Root Beer Stand 106-248 Village Way – Residential 413-456 Albert Avenue – Residential 4009-4143 Bonfield Place – Residential 413-454 Edison Avenue – Residential
1970	<b>323 South Sheridan Street – Not Listed</b> 202-454 South Sherdan Street – Residential 3810 West Western Avenue – Pacer Oil Co Inc 3816 West Western Avenue – El’s Liquor Store 3818 West Western Avenue – Hay’s Trucking Service 3902 West Western Avenue – Residential 3905-3922 West Western Avenue – Vacant 4002 West Western Avenue – Belleville Pharmacy 4005 West Western Avenue – Williams Paints 4014 West Western Avenue – Herb’s Gulf Service 4118 West Western Avenue – My Fair Lady Beauty Salon 4122 West Western Avenue – Burger Dairy Store 4123 West Western Avenue – Vacant 4202 West Western Avenue – Dairy Queen 4205 West Western Avenue – Vacant 4207 West Western Avenue – Mista Kleen Car Wash 4218 West Western Avenue – A & W Root Beer Stand 106-238 Village Way – Residential 413-453 Albert Avenue – Residential 4009-4143 Bonfield Place – Residential 413-442 Edison Avenue – Residential

<b>Table 2</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>	
<b>Directory Year</b>	<b>Listing &amp; Street Number</b>
1975	<b>323 South Sheridan Street – Not Listed</b> 202-222 South Sheridan Street – Residential 224 South Sheridan Street – Polish Falcons 228-454 South Sheridan Street – Residential 3816 West Western Avenue – Last Stop Liquor 3902 West Western Avenue – Residential 3905 West Western Avenue – Mansfield’s Restaurant 3921 West Western Avenue – Hamilton-Harris & Co tobacco wholesalers 3922 West Western Avenue – Mister Brake 4001 West Western Avenue – Williams Paint 4002 West Western Avenue – Belleville Pharmacy 4014 West Western Avenue – Herb’s Towing Service 4102 West Western Avenue – Lou Ann’s Gas 4118 West Western Avenue – My Fair Lady Beauty Salon 4122 West Western Avenue – Burger Dairy 4123 West Western Avenue – A&W Root Beer 4202 West Western Avenue – Dairy Queen 4205 West Western Avenue – Flower Mart 106-248 Village Way – Residential 413-456 Albert Avenue – Residential 4009-4143 Bonfield Place – Residential 413-526 Edison Avenue -- Residential
1980	<b>323 South Sheridan Street – Polish Falcons</b> <b>Z.B. No 1</b> <b>Z.B. No 185</b> 202-454 South Sheridan Street – Residential 3816-3818 West Western Avenue – Last Stop Liquor 3817 West Western Avenue – Ray’s Golf Cart 3902 West Western Avenue – Residential 3905 West Western Avenue – E-Z Car Wash 3921 West Western Avenue – Hamilton Harris & Co tobacco wholesalers 3922 West Western Avenue – Koehler Body Shop 4002 West Western Avenue – Belleville Pharmacy 4005 West Western Avenue – Seven-Eleven 4014 West Western Avenue – Herb’s Towing Service 4102 West Western Avenue – Superior Brake & Alignment 4118 West Western Avenue – Classic Beauty Clinic 4122 West Western Avenue – Krakowski Insurance Agency 4123 West Western Avenue – A & W Restaurant 4202 West Western Avenue – Dairy Queen 4205 West Western Avenue – Wendy’s 106-248 Village Way – Residential 413-456 Albert Avenue – Residential 4009-4143 Bonfield Place – Residential 413-526 Edison Avenue -- Residential



<b>Table 2</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>	
<b>Directory Year</b>	<b>Listing &amp; Street Number</b>
1985	<b>323 South Sheridan Street – Polish Falcons</b> 202-454 South Sheridan Street – Residential 3816-3818 West Western Avenue – Last Stop Liquor 3817 West Western Avenue – Ray’s Golf Cart 3902 West Western Avenue – Residential 3905 West Western Avenue – E-Z Car Wash 3921 West Western Avenue – Diversified Manufacturing & Development, plastic products 3922 West Western Avenue – Public Transmission Shop 4002 West Western Avenue – Belleville Pharmacy 4005 West Western Avenue – Vacant 4014 West Western Avenue – Herb’s Towing Service Inc 4102 West Western Avenue – Superior Brake & Alignment Inc 4118 West Western Avenue – Classic Beauty Clinic 4122 West Western Avenue – Krakowski Insurance Agency 4123 West Western Avenue – Chauncey’s Restaurant 4202 West Western Avenue – Dairy Queen 106-248 Village Way – Residential 413-456 Albert Avenue – Residential 4009-4143 Bonfield Place – Residential 413-526 Edison Avenue -- Residential
1990	<b>323 South Sheridan Street – Polish Falcons</b> <b>Z.B. No 80</b> 202-454 South Sheridan Street – Residential 3816-3818 West Western Avenue – Last Stop Liquor 3817 West Western Avenue – Ray’s Golf Cart 3902 West Western Avenue – Residential 3905 West Western Avenue – Hi Speed Auto Wash 3921 West Western Avenue – Diversified Manufacturing & Development 3922 West Western Avenue – Auto Shed, auto repair 4002 West Western Avenue – Belleville Pharmacy 4005 West Western Avenue – Vacant 4014 West Western Avenue – Herb’s Towing Service 4102 West Western Avenue – Superior Brake & Alignment Inc 4118 West Western Avenue – Vacant 4122 West Western Avenue – Hruska Insurance Agency 4123 West Western Avenue – Chauncey’s 4202 West Western Avenue – Dairy Queen 4205 West Western Avenue – Wendy’s 106-248 Village Way – Residential 413-456 Albert Avenue – Residential 4009-4143 Bonfield Place – Residential 413-526 Edison Avenue -- Residential

<b>Table 2</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>	
<b>Directory Year</b>	<b>Listing &amp; Street Number</b>
1995	<b>323 South Sheridan Street – Polish Falcons</b> <b>Z.B. No 80</b> 202-454 South Sheridan Street – Residential 3816-3818 West Western Avenue – Last Stop Liquor 3817 West Western Avenue – Ray’s Golf Cart Inc 3902 West Western Avenue – Vacant 3905 West Western Avenue – E Z Car Wash 3921 West Western Avenue – Auto Zone 3922 West Western Avenue – Sam’s Detail Shop 4002 West Western Avenue – Belleville Pharmacy 4005 West Western Avenue – Vacant 4014 West Western Avenue – Herb’s Towing Service 4102 West Western Avenue – Superior Brake & Alignment 4118 West Western Avenue – Kaliedoscope Printing & Copying 4122 West Western Avenue – Hruska Insurance Agency 4123 West Western Avenue – Chauncey’s 4202 West Western Avenue – Dairy Queen 4205 West Western Avenue – Chopsticks 106-248 Village Way – Residential 413-456 Albert Avenue – Residential 4009-4143 Bonfield Place – Residential 413-526 Edison Avenue -- Residential
2000	<b>323 South Sheridan Street – Falcon’s Nest</b> 202-454 South Sheridan Street – Residential 3816 West Western Avenue – Last Stop Liquor 3817 West Western Avenue – Ray’s Golf Cart 3921 West Western Avenue – Auto Zone 4002 West Western Avenue – Not Verified 4014 West Western Avenue – Herb’s Towing 4102 West Western Avenue – A R Paluzzi 4122 West Western Avenue – Hruska Insurance Agency 4123 West Western Avenue – Chauncey’s Family Restaurant 4218 West Western Avenue – Victory Clinical Services 4225 West Western Avenue – Concord Custom Cleaners 106-248 Village Way – Residential 413-456 Albert Avenue – Residential 4009-4143 Bonfield Place – Residential 413-454 South Edison Avenue – Residential

<b>Table 2</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>	
<b>Directory Year</b>	<b>Listing &amp; Street Number</b>
2005	<b>323 South Sheridan Street – Z.B. Falcons</b> 202-454 South Sheridan Street – Residential 3801 West Western Avenue – Locos Mexican Restaurant 3816 West Western Avenue – Last Stop Frank’s Place Liquor 3817 West Western Avenue – Azteca Auto Sales 3921 West Western Avenue – Auto Zone 4002 West Western Avenue – Dollar Depot 4005 West Western Avenue – Victory Methadone Clinic 4014 West Western Avenue – Pequeno Auto Service 4102 West Western Avenue – Superior Brake & Alignment 4118 West Western Avenue – Jesse V Griffin Sr. 4122 West Western Avenue – Hruska Insurance Inc 4206 West Western Avenue – Dairy Queen 4218 West Western Avenue – A Health Choice, physicians & surgeons 106-231 Village Way – Residential 413-456 South Albert Avenue – Residential 4009-4143 Bonfield Place – Residential 413-454 South Edison Avenue – Residential
2010	<b>323 South Sheridan Street – Z.B. Falcons Nest 80</b> 202-454 South Sheridan Street – Residential 3816 West Western Avenue – Last Stop Liquor 3817 West Western Avenue – Azteca Auto Sales 3902 West Western Avenue – Residential 3921 West Western Avenue – Auto Zone 4002 West Western Avenue – Bargain City 4005 West Western Avenue – Victory Clinic-Methadone 4014 West Western Avenue – Pequeno Auto Service 4102 West Western Avenue – Paredes Motors 4118 West Western Avenue – Louise’s Child Care 4122 West Western Avenue – Farmers Insurance Group 4206 West Western Avenue – Dairy Queen 4218 West Western Avenue – No Current Listing 4225 West Western Avenue – Ring Ring Wireless 106-231 Village Way – Residential 413-456 South Albert Avenue – Residential 4009-4143 Bonfield Place – Residential 413-454 South Edison Avenue – Residential

**Table 2**  
**Z.B. Falcons Nest 80**  
**323 South Sheridan Street**  
**South Bend, Indiana 46619**

Table 2 Z.B. Falcons Nest 80 323 South Sheridan Street South Bend, Indiana 46619	
Directory Year	Listing & Street Number
2024	323 South Sheridan Street – Z.B. Falcons Nest 80
	202-454 South Sheridan Street – Residential
	3817 West Western Avenue – Santos Rios Corp
	3902 West Western Avenue – Ibarra’s Grill House & Bar Inc
	3921 West Western Avenue – Auto Zone
	4002 West Western Avenue – Shooz & More
	4005 West Western Avenue – Phillips 66
	Western Citgo
	4014 West Western Avenue – Pequeno Auto Service
	4102 West Western Avenue – V & F Motors Inc
	4118 West Western Avenue – Louise’s Child Care
	4122 West Western Avenue – R & M Automotive Touch Up Inc
	4123 West Western Avenue – Dollar General
	4218 West Western Avenue – Victory Clinic Service
	4225 West Western Avenue – Metro by T Mobil
	106-248 Village Way – Residential
413-450 South Albert Avenue – Residential	
4009-4143 Bonfield Place – Residential	
413-453 South Edison Avenue – Residential	

No other significant listings were documented as part of this city directory search. A copy of the EDR – City Directory Image Report is provided in Appendix F.

In summary, based on a review of historical research sources, including historical aerial photographs, title records and city directories, the subject property was developed as Z.B. Falcons Nest 80 circa 1971, and potentially as early as 1967, and has been utilized as club and function hall for Z.B. Falcons Nest 80 since this time. Prior to initial development by Z.B. Falcons, the subject property was undeveloped. At this time, there is no evidence of the site conducting operations that poses an adverse threat to subsurface media. Historical onsite operations are not considered an REC at this time.

Historically, the subject property has been surrounded by a mix of commercial and residential properties. Of note is the development of the adjoining property to the southeast as a gasoline service station, which has operated during various timeframes as a gasoline service station from at least the mid-1950's through present day, and the operation of several auto service and repair facilities, including facilities located directly south of the subject property beyond West Western Avenue. Historical offsite gasoline service station and auto service and repair facilities are considered an REC for the subject property due to the close proximity and the potential for adverse impacts to subsurface media associated with these facilities to have migrated towards and impacted the subject property parcels.

Details regarding adjacent and nearby off-site properties, and their potential relevance with regards to possible environmental concerns for the subject property, are provided in Sections 5.0 and 6.0 below.

## 4.0 CURRENT/FUTURE SITE USAGE

The subject property consists of two (2) property parcels situated on a combined area of approximately 5.14-acres. At the time of the site reconnaissance on April 30, 2024, the subject property was occupied by the Z.B. Falcons Nest 80, a nonprofit private Polish Club that is part of the Polish Falcons of America, which has used the property since at least 1971 as a club function hall and lounge, and as a rental hall for banquets and other events. As noted elsewhere in this report, certain environmental concerns and/or Business Environmental Risks were noted associated with the current and most recent on-site operations at the subject property.

It is the understanding of Heartland that Capital Avenue Properties, LLC, is evaluating the subject property as part of due diligence environmental assessment activities and therefore has requested this Phase I ESA. It is understood that Z.B. Falcons Nest 80 plans to sell and leave the subject property. No current determination has been made relative to future redevelopment of the site at this time.

## 5.0 ADJACENT PROPERTY USAGE

The subject property is located in a residential-and-commercially developed area on the west side of South Bend, Indiana. The subject property is accessible from South Sheridan Street to the east and from Western Avenue to the south.

The subject property is bordered to the north by residential neighborhoods characterized by numerous residential properties with houses and residential-type garages. The northern part of the subject property is bordered to the east by South Sheridan Street followed by residential neighborhoods characterized by numerous residential properties with houses and residential-type garages. The southern part of the subject property is bordered to the east by a gasoline station (Phillips 66, addressed at 4005 West Western Avenue) and (across South Sheridan Street) by a commercial retail auto parts store (Auto Zone Car Parts, addressed at 3921 West Western Avenue).

The subject property is bordered to the south by West Western Avenue, followed by two (2) auto service garages (Pequeno Auto Service Garage, addressed at 4014 West Western Avenue; and V&F Motors / Paredes Motors, addressed at 4102 West Western Avenue), followed farther to the south by residential neighborhoods characterized by numerous residential properties with houses and residential-type garages. The northern part of the subject property is bordered to the west by residential neighborhoods characterized by numerous residential properties with houses and residential-type garages. The southern part of the subject property is bordered to the west by a commercial retail store (Dollar General, addressed at 4123 West Western Avenue), followed by Village Way (a street), followed farther to the west by a variety of commercial retail business properties.

Current and reported historical adjacent property usage is not considered to be an REC for the subject property at this time except for the following:

- An off-site adjacent gasoline station (Phillips 66, addressed at 4005 West Western Avenue) was observed to be located next to the southeastern part of the subject property. This offsite property is known to have operated as a gasoline service station since at least the mid-1950s, and has known impacts to subsurface media resulting from historical gasoline service station operations that have the potential to have migrated towards and adversely impacted the subject property parcels.
- Two (2) off-site adjacent auto service garages (Pequeno Auto Service Garage, addressed at 4014 West Western Avenue; and V&F Motors / Paredes Motors, addressed at 4102 West Western Avenue) were observed to be located next to (across Western Avenue) the southern part of the subject property. These properties are located in close proximity to the subject property and the potential exists that, during the course of historical auto service and repair operations, these facilities utilized a variety of hazardous substances and petroleum products that have the potential to have been released and impacted the subject property



parcel.

Historical commercial businesses located in close proximity and their respective potentials to impact the subject property also are discussed in Section 6.0 below.

## 6.0 RECORDS REVIEW

The following subsections document the findings of the regulatory records review. To determine the history of the area and to investigate possible off-site concerns, Heartland reviewed the EDR Radius Map Report and the Indiana Department of Environmental Management (IDEM) Virtual File Cabinet (VFC). A copy of the EDR Radius Map Report is provided in Appendix G.

### 6.1 FEDERAL

#### 6.1.1 CERCLA/CERCLIS Sites

The subject property was not identified; however, one (1) facility, identified as Beck's Lake, located at the Intersection of Washington Street and Falcon Street approximately 1/3-mile to the east/northeast of the subject property, was identified as being located within a 1/2-mile radius of the subject property on the CERCLA/CERCLIS database dated February 22, 2024. This offsite facility did qualify to be on the National Priority List (NPL) database and was subject to environmental assessment and remedial action.

Extensive environmental assessment documentation reviewed pertaining to this offsite facility indicates that this facility has been subject to environmental assessment and remedial action, and there is no evidence of impacts associated with this facility as having migrated towards and adversely affecting the subject property. Based on the status of this offsite facility and its distance and gradient with respect to the subject property, this facility does not appear to pose a potential threat and is not considered an REC for the subject property at this time.

One (1) facility within a 1/2-mile radius of the site was identified on the CERCLA/CERCLIS No Further Remedial Action Planned (NFRAP) database dated February 22, 2024. The identified facility was the South Bend Olive Street Well Field, situated near Olive Street and West Sample Street and located approximately 1/3-mile northeast of the site. Available information indicates that this site did not qualify to be on the NPL database and was placed on the CERCLA/CERCLIS NFRAP list due to preliminary assessment conducted in 2004. No assessment was deemed warranted as part of the initiated removal actions.

Based on the status of this facility and its distance and gradient with respect to the site, this facility does not appear to pose a potential threat and is not considered an REC for the subject property at this time.

Please note that the USEPA has renamed the CERCLA/CERCLIS database the Superfund Enterprise Management System (SEMS), and the CERCLIS-NFRAP database the Superfund Enterprise Management System Archive (SEMS-ARCHIVE), under which historic CERCLA/CERCLIS sites are now reported.

### 6.1.2 USEPA National Priority List

The subject property was not identified; however, one (1) facility, listed as Beck's Lake located at the Intersection of Washington Street and Falcon Street approximately 1/3-mile to the east/northeast of the site, was identified within a one-mile radius of the site on the National Priority List (NPL) database, dated March 27, 2024.

Based on status of this facility and its distance with respect to the site, it is unlikely that this facility poses a threat to subsurface media and is therefore not considered an REC.

### 6.1.3 Solid & Hazardous Waste/RCRA

The USEPA RCRA Notification list was reviewed for treatment, storage and disposal facilities (TSDF) located within a 1/2-mile radius of the site and generator and transporter facilities located adjacent to the site. The subject property was not identified; however, one (1) facility, listed as Sunshine Holiday Laundry located at 3706 West Western Avenue approximately 1/4-mile to the east / southeast was identified on this database dated December 12, 2023. Based on status of this facility and its distance with respect to the site, it is unlikely that this facility poses a threat to subsurface media and is therefore not considered an REC.

Additionally, the RCRA Notification list was reviewed for generators and non-generators within a 1/4-mile radius of the subject property. The subject property was not identified; however, four (4) offsite facilities were listed within the specified radius on this database dated December 12, 2023. Two (2) of the facilities were identified as a Non-Generator (NonGen), which are facilities which currently do not generate hazardous waste. One (1) facility was identified as Very Small Quantity Generator (VSQG), which are facilities which generate less than 100 kilograms (kg) of hazardous waste, or less than 1 kg of acutely hazardous waste, per month. The remaining identified facility was identified as a Small Quantity Generator (SQG), which are facilities which generate between 100 kg and 1,000 kg of hazardous waste, per month. These facilities are summarized below in Table 3.

<b>Table 3</b> <b>RCRA Facilities</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>			
<b>Registered RCRA Facility</b>	<b>RCRA ID #</b>	<b>Generator (Status)</b>	<b>Location from Site *</b>
Sunshine Holiday Laundry 3706 West Western Avenue	INR000147132	SQG – Violations Found**	ESE 1/8 - 1/4 mile (0.183 mile) Downgradient
CVS Pharmacy 8631 4403 West Western Avenue	INR000132613	VSQG – No Violations Found	WSW 1/8 - 1/4 mile (0.141 mile) Crossgradient
Superior Brake 4102 West Western Avenue	IND984900415	NonGen – Violations Found***	SSW <1/8 mile (0.023 mile) Crossgradient

<b>Table 3</b> <b>RCRA Facilities</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>			
<b>Registered RCRA Facility</b>	<b>RCRA ID #</b>	<b>Generator (Status)</b>	<b>Location from Site *</b>
Apollo Precision 3718 West Western Avenue	IN0000632232	NonGen – No Violations Found	ESE ⅛ - ¼ mile (0.159 mile) Downgradient
SQG: Small Quantity Generator VSQG: Very Small Quantity Generator NonGen: Non-Generator *The gradient notation is based on surficial drainage, as determined by US Geological Survey Maps. **Violations were subject to an Agreed Order and are pending rectification. ***Violations appear to be written and informal in nature.			

The subject property is located in close proximity to several facilities with historical storage, handling and utilization of hazardous wastes. Several of these facilities have known impacts to subsurface media, and violations are noted associated with these facilities. However, no evidence was uncovered as part of research conducted as part of this Phase I ESA of any of these facilities having known impacts to subsurface media which have the potential to have migrated towards and adversely impacted the subject property parcel. These facilities are therefore not considered an REC for the subject property. More details related to these offsite facilities are included in the EDR Radius Map Report, included in Appendix G.

In addition to the above listed databases, the Corrective Action Report database dated December 12, 2023, was reviewed for hazardous waste handling facilities with reported RCRA corrective action activity within a one-mile radius of the site. The subject property was not identified; however, two (2) facilities, identified as the former South Bend Toy Manufacturing Company, located at 3300 Sample Street approximately ¾-mile southeast of the subject property and Allied – Signal Bendix located at 401 North Bendix Drive approximately ¾-mile northeast of the subject property, were listed within a one-mile radius of the subject property on this database.

Based on statuses of these offsite facilities and their distances and gradients with respect to the subject property, it is unlikely that these facilities pose a threat to subsurface media and are therefore not considered an REC for the subject property at this time.

## 6.2 STATE

### 6.2.1 Underground Storage Tanks

Owners and operators of UST systems which were in the ground on or after May 8, 1986, unless taken out of service on or before January 1, 1974, were required to notify the designated state or local agency of their existence in accordance with the Hazardous and Solid Waste Amendments of 1984, Publ. L. 48-616 (on a form published by the USEPA).

The EDR Radius Map Report was reviewed for USTs within a ¼-mile radius of the subject property on the database dated April 19, 2024. The subject property was not identified; however, six (6) facilities were listed within the specified search radius on this database. These facilities are summarized in Table 4 below.

<b>Table 4</b> <b>UST Facility Summary</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>			
<b>UST Facility</b>	<b>Address</b>	<b>Facility Identification Number/Status</b>	<b>Location from Site</b>
PL Expo Food Beer Inc.	4005 West Western Avenue	15454 / 3 Tanks Permanently Out of Service, 2 Tanks Currently In Use	SE < 1/8 mile (0.011 mile) Crossgradient
Herb's Towing Service	4014 West Western Avenue	8951 / 5 Tanks Permanently Out of Service	SSE < 1/8 mile (0.023 mile) Crossgradient
Superior Brake & Alignment	4102 West Western Avenue	24417 / 1 Tank Permanently Out of Service	SSW < 1/8 mile (0.023 mile) Upgradient
Last Stop Liquor & Beer Store	3816 West Western Avenue	14509 / 2 Tanks Permanently Out of Service	ESE < 1/8 mile (0.108 mile) Downgradient
Fire Station #6	4302 West Western Avenue	411 / 1 Tank Permanently Out of Service	WSW 1/8 - 1/4 mile (0.159 mile) Upgradient
Fair Muffler Shop	4443 West Western Avenue	17589 / 1 Tank Permanently Out of Service	WSW 1/8 - 1/4 mile (0.205 mile) Upgradient

A review of historical documents obtained from the IDEM VFC indicates that the PL Expo Food Beer Inc., facility, which was historically identified as 7-11 Store #21968, was registered as historically having three (3) 10,000-gallon USTs which were reportedly installed in 1979 and subject to closure and removal in 1986. This property was inactive as a gasoline service for a period of time in the 1990s and 2000s, and was redeveloped as a gasoline service station in the mid-2010's, with two (2) new USTs, including one (1) 12,000-gallon gasoline and one (1) 3,000-gallon gasoline UST reportedly brought in service in June 2017. This facility currently operates these two (2) USTs.

This offsite gasoline service station facility has known impacts to subsurface media and was historically subject to environmental assessment and remedial action under Leaking

Underground Storage Tank (LUST) Incident #199707523. Although this LUST Incident was granted No Further Action (NFA) status from IDEM on November 8, 2004, only limited sampling was conducted as part of this LUST Incident and sampling did not incorporate sampling requirements consistent with modern day requirements.

The potential for adverse chemical impact to subsurface resulting from a migration of impacts from this adjoining gasoline service station onto the subject property cannot be wholly eliminated; therefore, historical and present day offsite gasoline service station operations in close proximity to the subject property are considered an REC. Documentation reviewed pertaining to the offsite gasoline service station, including historical IDEM UST Notification Forms, are included in Appendix H for reference.

Operation of USTs for the remaining identified above referenced offsite facilities is not considered an REC unless otherwise identified in databases as having known impacts and/or suspected impacts which may impact the subject property.

## 6.2.2 Leaking Underground Storage Tanks

The EDR Radius Map Report was reviewed for leaking underground storage tank (LUST) incidents within the ASTM specified radius of ½-mile of the subject property on the database dated February 13, 2024. The subject property was not identified; however, five (5) facilities were identified within the designated search radius. These facilities are summarized in Table 5 below.

<b>Table 5</b> <b>LUST Facility Summary</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>			
<b>LUST Facility</b>	<b>Address</b>	<b>Incident Number Status / Priority</b>	<b>Location from Site*</b>
PL Expo Food Beer Inc.	4005 West Western Avenue	199707523 / Medium, NFA – Unconditional Closure	SE < 1/8 mile (0.011 mile) Crossgradient
Mini Mart	3417 West Western Avenue	199401537 / Medium, NFA – Conditional Closure  200404161 / Low, Deactivated  201606517 / Unknown, Deactivated	E 1/4 - 1/2 mile (0.350 mile) Downgradient
K Mart 3248	4850 West Western Avenue	199401523 / Low, NFA – Unconditional Closure	W 1/4 - 1/2 mile (0.457 mile) Upgradient
W & W International Inc.	4849 West Western Avenue	199511130 / Low, NFA – Unconditional Closure	W 1/4 - 1/2 mile (0.491 mile) Upgradient

<b>Table 5</b> <b>LUST Facility Summary</b> <b>Z.B. Falcons Nest 80</b> <b>323 South Sheridan Street</b> <b>South Bend, Indiana 46619</b>			
<b>LUST Facility</b>	<b>Address</b>	<b>Incident Number Status / Priority</b>	<b>Location from Site*</b>
S & Q Burger Dairy 4	4023 West Sample Street	200303502 / High, NFA – Conditional Closure	S ¼ - ½ mile (0.492 mile) Crossgradient

As summarized above, a review of historical documents obtained from the IDEM VFC indicates that the PL Expo Food Beer Inc., facility, which was historically identified as 7-11 Store #21968, was registered as historically having three (3) 10,000-gallon USTs which were reportedly installed in 1979 and subject to closure and removal in 1986. This property was inactive as a gasoline service for a period of time in the 1990s and 2000s, and was redeveloped as a gasoline service station in the mid-2010's, with two (2) new USTs, including one (1) 12,000-gallon gasoline and one (1) 3,000-gallon gasoline UST reportedly brought in service in June 2017. This facility currently operates these two (2) USTs.

This offsite gasoline service station facility has known impacts to subsurface media and was historically subject to environmental assessment and remedial action under LUST Incident #199707523. Remedial action implemented included *in situ* remedial injections which were conducted to assist in the degrading of petroleum hydrocarbons in groundwater at this site and long-term groundwater monitoring of monitoring wells installed on this property.

Although this LUST Incident was granted NFA status from IDEM on November 8, 2004, only limited sampling was conducted as part of this LUST Incident and sampling did not incorporate sampling methods and/or chemical constituents consistent with modern day requirements.

Based on the statuses of the remaining identified offsite facilities and their distances and gradients with respect to the subject property, these facilities are unlikely to impact the subject property and are therefore not considered RECs for the subject property at this time. Documentation pertaining to this LUST Incident, as obtained from the IDEM VFC, including monitoring and NFA documentation, is provided in Appendix H.

### 6.2.3 Brownfields Sites

The EDR Radius Map Report was reviewed for Brownfields sites within the ASTM specified radius of ½-mile of the site. The subject property was not identified; however, four (4) facilities, identified as Phoenix Plaza located at 4205 – 4425 West Western Avenue approximately ⅛-mile southwest of the subject property, LaSalle Parks / Beck's Lake located at 3419 West Washington Street approximately ⅓-mile east of the subject property, K-Mart 3248 located at 4850 West Western Avenue approximately ½-mile west of the subject property and Metech International located at 445 North Sheridan Street approximately ½-mile north of the subject property, were

identified on this database dated February 13, 2024.

Based on Heartland's review, there is no evidence of these facilities having chemical impacts to subsurface media which may have migrated towards and adversely impacted the subject property. Based on their distances and gradients with respect to the subject property, these offsite facilities are unlikely to impact the subject property and are not considered RECs at this time. Additional details related to these offsite Brownfields listings are included in the EDR Radius Map Report, included in Appendix G.

#### **6.2.4 State Cleanup Sites**

The EDR Radius Map Report was reviewed for IDEM State Cleanup Program (SCP) sites within the ASTM specified radius of ½-mile of the subject property. Neither the subject property, nor any facilities located within the specified search radius of the subject property, were identified on this database dated April 5, 2024.

#### **6.2.5 Historical Auto Station and Dry Cleaners**

The EDR Radius Map Report was reviewed for historic auto station and dry cleaner properties within the specified search radius of ¼-mile from the subject property. Three (3) potential historic automobile service/filling stations and one (1) potential dry cleaner/laundry facility were identified by EDR in its database. These databases are based on a review by EDR of historical business directories and is based on the opinion of EDR as the potential historic usage of these properties. This EDR database does not constitute a valid national environmental impact database and as such, these properties are not considered to be RECs unless otherwise confirmed to be present through other site research venues.

Note that two (2) properties were listed on the historical auto station properties located to the south of the subject property. Both of these listings were verified through other research sources (including historical city directories) and have been identified as potential RECs due to their locations in close proximity to the subject property.

#### **6.2.6 Environmental Spills**

A spill is defined by 327 IAC 2-6 as "any unexpected or unapproved release of oil, hazardous, and/or objectionable substances, which enters or threatens to enter the waters of the state." According to the EDR Radius Map Report, the subject property was not identified on the Indiana Spills/Emergency Response Notification System (ERNS) database dated February 28, 2024.

Additionally, the subject property was not identified in the SPILLS database dated March 1, 2024.



### 6.2.7 Solid Waste Facilities/Landfill Sites

The State of Indiana maintains a list of Solid Waste Facilities and Landfill Sites. Neither the subject property, nor any facilities located within a ½-mile radius of the subject property, were identified on the database dated February 21, 2024.

It should be noted that three (3) facilities, AutoZone located at 3921 Western Avenue approximately ⅛-mile east of the subject property, Kroger located at 4526 West Western Avenue approximately ¼-mile west of the subject property and Treadstone, LLC located at 455 North Sheridan Street approximately ½-mile north of the subject property, were identified on the State of Indiana Solid Waste Recycling Facilities database within a ½-mile radius from the site. A review of these facilities indicates that these are facilities that represent recycling drop off centers and are therefore not considered to be an environmental concern for the site.

### 6.3 LOCAL

On April 24, 2024, Mr. Vijay contacted the Saint Joseph County Health Department (SJCHD) regarding any incidents or files pertaining to the subject property. On April 25, 2024, Ms. Kara Dishman, representative with the SJCHD responded, and stated that the subject property was not located within the boundaries of an Administrative Control Area nor was it located within the boundaries of a Wellhead Protection Area. No known environmental concerns were on record for the subject property within the files of the SJCHD.

In addition to the SJCHD, on April 24, 2024, Mr. Vijay submitted a request for public records to the City of South Bend Fire and Emergency Medical Services Department, requesting any files regarding any environmentally related responses to the subject property. On May 1, 2024, Mr. Adam E. Taylor, Assistant City Attorney with the City of South Bend responded to Heartland's inquiry and indicated that the City did not have any files on records pertaining to the subject property.

Correspondence documentation has been provided in Appendix I.

## 7.0 INTERVIEWS

On April 30, 2024, Heartland personnel conducted a site reconnaissance of the property. During the site reconnaissance, Heartland staff was accompanied by and interviewed Mr. Chris Barth, of NAI Cressy, the Broker for the sale of the subject property, and Mr. Robert Kuzmicz, of the Board of Directors for the ZB Falcons club, representing the current property owner and occupant. Mr. Barth and Mr. Kuzmicz indicated that they were not aware of any adverse environmental conditions associated with the subject property and/or any of the surrounding properties. Additional information provided by Mr. Barth and Mr. Kuzmicz is summarized throughout this report. Mr. Kuzmicz was additionally provided with a copy of Heartland's Phase I ESA Owner Questionnaire to complete as part of this assessment.

In addition, Heartland personnel provided Mr. John Becker, Member of Capital Avenue Properties, LLC, with a copy of Heartland's Phase I ESA User Questionnaire to complete as part of this assessment. Based on answers to interview questions provided by Mr. Becker, the prospective buyer is not aware of any adverse environmental conditions associated with the subject property but is aware of the presence of the gasoline service station which adjoins the site to the southeast.

Copies of the Phase I ESA Questionnaire forms completed by both Mr. Becker and Mr. Kuzmicz are provided in Appendix J.

### 7.1.1 Specialized Knowledge

No specialized knowledge was provided to Heartland for the preparation of this report.

### 7.1.2 Commonly Known or Reasonably Ascertainable Information

Heartland was not made aware of any commonly known and/or reasonably ascertainable information known by the owner, user and/or occupants related to the subject property other than the information provided in the completed and signed Phase I ESA Questionnaire forms.

### 7.1.3 Value Reduction for Environmental Issues

No information was provided to Heartland that would indicate a valuation reduction as it relates to environmental issues.

## 8.0 PREVIOUS REPORT REVIEW

No prior environmental reports were provided to or reviewed by Heartland as part of this Phase I ESA pertaining to the subject property. Furthermore, no records were found within the IDEM VFC databases for review for the subject property.

Heartland reviewed several regulatory compliance and environmental assessment reports for properties in close proximity to the subject site, including industrial facilities and several gasoline service station properties located under ½-mile from the site.

As summarized above, a review of historical documents obtained from the IDEM VFC indicates that the PL Expo Food Beer Inc., facility, which was historically identified as 7-11 Store #21968, was registered as historically having three (3) 10,000-gallon USTs which were reportedly installed in 1979 and subject to closure and removal in 1986. This property was inactive as a gasoline service for a period of time in the 1990s and 2000s, and was redeveloped as a gasoline service station in the mid-2010's, with two (2) new USTs, including one (1) 12,000-gallon gasoline and one (1) 3,000-gallon gasoline UST reportedly brought in service in June 2017. This facility currently operates these two (2) USTs.

This offsite gasoline service station facility has known impacts to subsurface media and was historically subject to environmental assessment and remedial action under LUST Incident #199707523. Remedial action implemented included *in situ* remedial injections which were conducted to assist in the degrading of petroleum hydrocarbons in groundwater at this site and long-term groundwater monitoring of monitoring wells installed on this property.

Although this LUST Incident was granted NFA status from IDEM on November 8, 2004, only limited sampling was conducted as part of this LUST Incident and sampling did not incorporate sampling methods and/or chemical constituents consistent with modern day requirements.

The potential for adverse chemical impact to subsurface resulting from a migration of impacts from this adjoining gasoline service station onto the subject property cannot be wholly eliminated; therefore, historical and present day offsite gasoline service station operations in close proximity to the subject property are considered an REC. Documentation reviewed pertaining to the offsite gasoline service station, including historical IDEM UST Notification Forms and forms associated with monitoring for this historical LUST Incident, are included in Appendix H for reference.

## 9.0 VAPOR ENCROACHMENT SCREEN

As part of this Phase I ESA, Heartland completed a Tier I Vapor Encroachment Screen, in general conformance to ASTM Practice E 2600-15. This vapor encroachment screen evaluated the potential for VECs to be present at the subject property based on the presence or potential presence of chemically impacted subsurface media at the subject property or at surrounding properties.

Based on a review of historical subject property documentation, the subject property was developed as Z.B. Falcons Nest 80 circa 1971, and potentially as early as 1967, and has been utilized as club and function hall for Z.B. Falcons Nest 80 since this time. Prior to initial development by Z.B. Falcons, the subject property was undeveloped. As explained in other sections of this report, based on a review of information available for this assessment, significant contamination from the reported usages of the subject property is deemed to be unlikely. Therefore, the reported usages at the subject property are not considered to constitute a potential VEC for the subject property at this time.

Off-site adjacent properties have historically been occupied by a variety of commercial business with those of noted potential environmental concern including a gasoline service station situated adjoining the subject property to the southeast (addressed at 4005 West Western Avenue) and two (2) offsite auto service and repair facilities located to the south and in close proximity to the subject property (Pequeno Auto Service Garage, addressed at 4014 West Western Avenue; and V&F Motors / Paredes Motors, addressed at 4102 West Western Avenue). As explained in other sections of this report, review of the information available for this assessment, the potential exists that adverse chemical impacts, if present and associated with offsite gasoline service station and auto service and repair operations conducted in close proximity to the subject property, has the potential to have migrated towards and adversely impacted the subject property. Therefore, these offsite operations and the potential for adverse chemical impact to subsurface media to be present and attributable to these operations constitutes a VEC for the subject property.

Heartland recommends that care be taken as part of any future conducted environmental assessment activities to evaluate for the presence and/or absence of chemical impacts to subsurface media which may pose a potential vapor intrusion exposure risk hazard for future occupants of the site building.

## 10.0 SITE RECONNAISSANCE

### 10.1 GENERAL OBSERVATIONS

On April 30, 2024, Mr. Jonathan C. Sporleder, Senior Project Geologist with Heartland, performed a site reconnaissance with visual observations of the of the subject property and the surrounding area. Photographs of the subject property and the surrounding area taken by Mr. Sporleder on April 30, 2024, are provided in Appendix A.

During the time of the site reconnaissance, the northern part of the subject property was observed to be a large grass-covered field area, with some areas along the northern edge of this part of the subject property evidently developed as small vegetable gardens associated with off-site adjacent residential properties located to the north. The southern part of the subject property was observed to be mostly covered by asphalt-paved parking lots, some landscape islands, and the Z.B. Falcons club building. See Section 2.1 for a detailed description of the subject property and Section 5.0 for a detailed description of the adjacent properties observed during the site reconnaissance on April 30, 2024.

During the site reconnaissance on April 30, 2024, Heartland staff was accompanied by and interviewed Mr. Chris Barth, of NAI Cressy, the Broker for the sale of the subject property, and Mr. Robert Kuzmicz, Member of the Board of Directors for the Z.B. Falcons club, representing the current property owner and occupant. Mr. Barth and Mr. Kuzmicz indicated that they were not aware of any adverse environmental conditions associated with the subject property and/or any of the surrounding properties. Additional information provided by Mr. Barth and Mr. Kuzmicz is summarized below and elsewhere in this report.

Mr. Kuzmicz indicated that he has been involved with the Z.B. Falcons club at the subject property since the club built the building at the subject property in the early 1970s, and that the subject property has been occupied and used by Z.B. Falcons for club functions and as a rental hall since the early 1970s. Mr. Kuzmicz indicated that the building at the subject property has always used natural-gas for the heaters, the building has occasionally had some roof leaks that were fixed, and that there were never any USTs or aboveground storage tanks (ASTs) at the subject property.

The building at the subject property reportedly is connected to the municipal sewer system available from the City of South Bend. Drains were observed in the building at the subject property for sinks in the bar area; for sinks, toilets and the floors in the restrooms; and for sinks and a floor drain in the kitchen. No stains were observed in association with these drains in the building at the subject property.

Several storm drains, presumably draining to the municipal storm drain system located along the adjacent city streets, were observed in the paved parking lots at the subject property. No retention basins, pits, ponds and/or lagoons were present on the subject property grounds.

## 10.2 CHEMICAL AND WASTE MANAGEMENT

During the site reconnaissance, some *de minimis* small volume containers of detergents and various other chemical materials were observed in the bar area, kitchen, and in storage rooms in the building at the subject property. These small volume containers of detergent and various materials evidently were for cleaning and/or building maintenance purposes. No spillage, staining or leaks were observed in association with these containers at the subject property.

A Waste Management trash dumpster for general off-site trash disposal, observed to contain *de minimis* trash items, and a small Darling International, Inc., dumpster for used cooking oil, observed to be partly full of liquid presumed to be used cooking oil, were observed on a concrete slab in the area of the asphalt parking lot outside and west of the northwest corner of the building. No staining was observed on the pavement next to these dumpsters. Some *de minimis* trash items were observed on the ground along the edges of the large grassy area in the northern part of the subject property.

The various waste items and the various small-volume containers with other chemical materials observed without visual indications or reports of spills, leaks or staining at the subject property are considered to be a *de minimus* environmental concern for the subject property at this time. Heartland recommends that care be taken to properly remove and dispose of these items.

## 10.3 POLYCHLORINATED BIPHENYLS

During the time of the site reconnaissance, electric service lines were observed trending east-to-west across the central part of the subject property and along part of the northern side of the subject property, and trending north-to-south on the southern side of the eastern portion of the subject property, and trending north-to-south along part of South Sheridan Street on the east side of the subject property. Three (3) pole-mounted transformers were observed in the parking lot west of the site building. These pole-mounted transformers evidently were connected via overhead electric lines to the building at the subject property.

Several other pole-mounted transformers were observed in grass-covered areas at various locations along the outer edges of the subject property that evidently were associated with electrical connections to off-site adjacent properties. No readily apparent adverse environmental conditions, including any leaks, stains, corrosion or stressed vegetation were observed associated with these transformers. Furthermore, no elevators or other hydraulic implements were observed within the building at the subject property which may have utilized oils containing PCBs.

Potential PCB concerns do not appear to be present for the subject property at this time.

## 10.4 UNDERGROUND STORAGE TANKS

During the time of the site reconnaissance, no physical features, such as vent pipes, fill ports, dispensers, tank controls, pavement cuts, or other potential appurtenances associated with USTs

were observed on the subject property. No records of USTs were found during the subject property document research, and interviews and questionnaires did not note the presence of any USTs at the subject property.

It is noted that the offsite property adjoining the subject property to the southeast historically and currently operates as a gasoline service station and has operated USTs in its operations. These USTs were observed during the site reconnaissance to be in close proximity to the subject property. Offsite gasoline service station operations in close proximity to the subject property with the known utilization of USTs are considered an REC for the subject property for reasons summarized throughout this report.

## **10.5 ABOVEGROUND STORAGE TANKS**

During the site reconnaissance, no ASTs were noted at the subject property. No records of ASTs were found during the subject property document research, and interviews and questionnaires did not note the presence of any ASTs at the subject property.

## 11.0 NON-SCOPE CONSIDERATIONS / EMERGING CONTAMINANTS

### 11.1 ASBESTOS

During the site reconnaissance, potential suspect ACMs were observed in and on the exterior of the building at the subject property. The observed suspect ACMs included acoustical ceiling panels, sheetrock walls, resilient vinyl flooring materials and associated mastics and asphalt roofing materials. It is noted that available records indicate that the building at the subject property was constructed in 1971; therefore, given the age of the building at the subject property, the potential exists that building materials utilized in the construction of the subject property are asbestos containing. The possible presence of ACMs at the subject property is considered to be a Business Environmental Risk for the subject property.

Please note that a formal inspection for suspect ACMs was not conducted and is outside the scope of this Phase I ESA. Heartland recommends that care be taken to evaluate and address any potential suspect ACM concerns as part of any future planned renovation and prior to any future site occupancy.

### 11.2 PER- AND POLYFLUOROALKYL SUBSTANCES

Per- and polyfluoroalkyl substances (PFAS) are a group of man-made chemicals that includes PFOA, PFOS, GenX, and many other chemicals. PFAS have been manufactured and used in a variety of industries around the globe, including in the United States, since the 1940s. Some PFAS are persistent in the environment and are bio-accumulative. There is evidence that exposure to PFAS can lead to adverse human health effects even at very low concentrations (e.g., parts per trillion). PFAS can be found in:

- Food packaged in PFAS-containing materials, processed with equipment that used PFAS, or grown in PFAS-contaminated soil or water;
- Commercial household products, including stain- and water-repellent fabrics, nonstick products (e.g., Teflon), polishes, waxes, paints, cleaning products, and aqueous fire-fighting foams (most notably where firefighting training occurs);
- Workplace, including production facilities or industries (e.g., chrome plating, electronics manufacturing or oil recovery) that use PFAS; and,
- Drinking water, typically localized and associated with a specific facility (e.g., manufacturer, landfill, wastewater treatment plant, firefighter training facility);

Certain PFAS chemicals are no longer manufactured in the United States as a result of phase outs. Although PFOA and PFOS are no longer manufactured in the United States, they are still produced internationally and can be imported into the United States in consumer goods and materials such as carpet, leather and apparel, textiles, paper and packaging, coatings, rubber, and plastics.



No suspected major sources of PFAS chemicals, such as the manufacturing of PFAS containing goods and materials, were identified as part of the site reconnaissance.

### **11.3 WETLANDS**

The U.S. Army Corps of Engineers classifies wetlands by three criteria: soil type, vegetation, and hydrology. Wetland soils are hydric with a high organic content that accommodates hydrophytes, plants that adapt to wet soils. The hydrology of the site determines ponding of water and duration of ponding. Wetland areas prevent soil erosion and provide flood control and, therefore, are protected by federal law.

The USFWS National Wetlands Inventory Map of the South Bend West, Indiana Quadrangle depicts no wetlands areas at the site nor on any properties in the direct vicinity of the site. Based on the wetlands inventory map, it does not appear that wetlands areas are located on the site. The nearest wetlands areas are depicted approximately 2,800-feet northeast of the site, associated with undeveloped lands farther to the north. Furthermore, during the time of the site reconnaissance, no evidence of any wetlands associated flora and/or fauna were observed on the subject property.

A wetlands delineation survey is outside the scope of a Phase I ESA and was not requested nor conducted as part of this Phase I ESA. A copy of the National Wetlands Inventory map is provided as Figure 3.

### **11.4 FLOODPLAINS**

Review of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (Map Number 18141C0191D), dated January 6, 2011, indicated the following:

- The subject property is not located within the 100-year floodplain.
- The subject property is not located within the 500-year floodplain.

The map indicated the subject property is not in a regulatory floodway (it is an area of minimal flood hazard). A copy of the FEMA Flood Insurance Rate Map is provided as Figure 4.

### **11.5 LEAD-BASED PAINT**

During the site reconnaissance, no significant areas of peeling and/or chipped paint were observed within the site buildings; however, based on the age of construction of the site building, the potential exists that paint coated surfaces utilized lead-based paint. The possible presence of lead-based paint at the subject property is considered to be a Business Environmental Risk for the subject property. It is noted that several paint coated surfaces appeared to be of newer vintage and were likely coated with paints that were not lead-based.

Note that testing of painted surfaces was not requested or performed and is outside of the scope of this Phase I ESA. Heartland recommends that care be taken to address any potential suspect lead-based paint concerns as part of any future planned renovation of the site building.

## **11.6 MOLD**

During the site reconnaissance, the building at the subject property appeared to be in relatively good condition, and no obvious and/or readily apparent visual evidence indicative of mold was observed at the subject property. However, some indications of water infiltration concerns were noted, including some stained ceiling panels suggestive of former roof leaks in the building at the subject property. These observations suggest moisture conditions potentially conducive to mold and/or mildew may be present in the building at the subject property.

Please note a formal mold inspection was not conducted and is outside the scope of this Phase I ESA. Heartland recommends that care be taken to evaluate and address any potential mold and/or mildew concerns as part of any future planned renovation and prior to any future site occupancy.

## **11.7 RADON**

Based on information provided in the EDR Radius Map Report, the subject property is located in USEPA / St. Joseph County Radon Zone 1. Zone 1 areas have a predicted average indoor radon screening level greater than 4 pCi/L (picocuries per liter). Radon sampling was not conducted and is outside the scope of this Phase I ESA.

## 12.0 CONCLUSIONS AND RECOMMENDATIONS

Heartland's conclusions and recommendations are based on information obtained through a review of regulatory agency records, historical aerial photographs, historical sources and on-site observations. The conclusions and recommendations from the Phase I ESA are provided below. In the professional opinion of Heartland, an appropriate level of inquiry has been made into the previous ownership and uses of the property consistent with good commercial and customary practice in an effort to minimize liability.

Heartland has performed a Phase I ESA in general conformance with the scope and limitations of ASTM Practice E1527-21 and USEPA AAI Rule for the Z.B. Falcons Nest 80 property addressed at 323 South Sheridan Street in South Bend, Indiana. This assessment revealed no evidence of RECs, HRECs and/or CRECs in connection with the property except for the following:

- An off-site adjacent gasoline station (Phillips 66, addressed at 4005 West Western Avenue) was observed to be located next to and adjoining the southeastern part of the subject property. This offsite property is known to have operated as a gasoline service station since at least the mid-1950s and has known impacts to subsurface media resulting from historical gasoline service station operations which has included, and presently includes UST operations in the direct vicinity of the southern subject property parcel.

Based on the location of this facility in close proximity to the subject property, the potential exists that chemical impacts to subsurface media associated with this offsite gasoline service station may have migrated towards and adversely impacted the subject property parcels. Therefore, historical offsite gasoline service station operations with the operation of USTs directly adjoining the subject property parcels are considered an REC.

The potential for adverse chemical impacts to be present to subsurface media resulting from historical offsite gasoline service station operations further constitutes a VEC for the subject property.

- Two (2) off-site adjacent auto service garages (Pequeno Auto Service Garage, addressed at 4014 West Western Avenue; and V&F Motors / Paredes Motors, addressed at 4102 West Western Avenue) were observed to be located next to (across Western Avenue) the southern part of the subject property. The potential exists that, during the course of operations, these facilities utilized hazardous substances and petroleum products as part of their regular operations.

The potential exists that previously unknown and/or unquantified releases and/or spills may have occurred associated with historical hazardous substance and/or petroleum product storage and/or handling at these facilities that may have adversely impacted the subject property parcels. Historical offsite auto service and repair operations in close proximity to the subject property and the potential for adverse chemical impacts to be

present to subsurface media resulting from these operations constitute an REC for the subject property.

The potential for adverse chemical impacts to be present to subsurface media resulting from historical offsite auto service and repair operations further constitutes a VEC for the subject property.

In addition to the above identified RECs, the following environmental concerns and/or Business Environmental Risks were noted for the subject property:

- During the site reconnaissance, suspect ACMs were observed within and on the exterior of the building at the subject property. The observed suspect ACMs included acoustical ceiling panels, sheetrock walls, resilient vinyl flooring materials and associated mastics and asphalt roofing materials. It is noted that available records indicate that the building at the subject property was constructed in 1971; therefore, given the age of the building at the subject property, the potential exists that these suspect materials are asbestos containing. The potential presence of ACMs at the subject property is considered to be a Business Environmental Risk.

Please note that a formal inspection for suspect ACMs was not conducted and is outside the scope of this Phase I ESA. Heartland recommends that care be taken to evaluate and address any potential suspect ACM concerns as part of any future planned renovation and/or demolition of the site building.

- During the site reconnaissance, no significant areas of peeling and/or chipped paint were observed within the site building; however, based on the age of construction of the site building, the potential exists that paint coated surfaces utilized lead-based paint. The potential presence of lead-based paint at the subject property is considered to be a Business Environmental Risk. It is noted that several paint coated surfaces appeared to be of newer vintage and were likely coated with paints that were not lead-based.

Note that testing of painted surfaces was not requested or performed and is outside of the scope of this Phase I ESA. Heartland recommends that care be taken to address any potential suspect lead-based paint concerns as part of any future planned renovation of the site building.

Based on the results of this Phase I ESA, additional environmental assessment activities in the form of a Phase II ESA are deemed to be warranted at this time to evaluate for the presence and/or absence of chemical impacts to subsurface media which may be present and resulting from the RECs identified in this report.

Heartland further recommends that an asbestos building inspection be completed prior to any future planned renovation and/or demolition of the site building to evaluate for the presence and/or absence of asbestos. Care should also be taken to address any lead-based paint concerns

prior to any future planned renovation activities to mitigate any exposure risks associated with the presence of lead-based paint.

The findings and conclusions made as part of this project report are not to be construed as legal advice. No environmental investigation can wholly eliminate uncertainty regarding the potential for RECs in connections with a property. Furthermore, there is a point at which the cost of information obtained, or the time required to gather it, outweighs the usefulness of the information and, in fact, may be a material detriment to the orderly completion of transactions.

Heartland is not responsible for the identification of RECs that may be present outside the evaluated area. Heartland is not responsible for unrecorded data pertaining to the property, nor are we responsible for independent conclusions or opinions made by others of this report. Heartland makes no warranties, expressed or implied, as to the fitness of this report for any particular purpose.

## 13.0 REPORT DISCLAIMER

This report was prepared in accordance with generally accepted principles and practices in the environmental consulting field. Conclusions and recommendations expressed herein were developed from subject property evaluation and limited research, and we are not responsible for unrecorded data pertaining to this subject property. Heartland makes no warranties, expressed or implied, as to the fitness or merchantability of said property for any particular purpose, and we are not responsible for independent conclusions or opinions made by others based on this report.

This report has been prepared for the exclusive use of Capital Avenue Properties, LLC, for the expressed purpose of providing Capital Avenue Properties, LLC, with an understanding of the potential impact from potential RECs or Business Environmental Risks at the assessed property. This report is solely for the use and information of our client(s) unless otherwise noted. Any reliance on the report by a third party is at such party's sole risk. Heartland makes no recommendations in regard to the sale, purchase, lease, construction, or other improvements on the subject property.

It must be noted that even the most comprehensive scope of work may not detect environmental liability on a particular property. This report is not intended, nor does it claim to encompass every record, report, or document available on the subject property and surrounding properties. This report also reflects conditions observed during the time periods during which on-site visit(s) were conducted and is limited to those conditions that were readily visible.

Heartland has relied upon information furnished by individuals and public agencies in this report, and accepts no responsibility for any deficiencies, misstatements or inaccuracies in the report as a result of misstatements, omissions, misrepresentations, fraudulent, or inaccurate information provided.

Any opinions and/or recommendations presented apply to subject property conditions existing at the time of performance of services. We are unable to report on or accurately predict events which may impact the subject property following the performance of the described services, whether occurring naturally or caused by external forces. We assume no responsibility for conditions we are not authorized to investigate, or conditions not generally recognized as predictable at the time services are performed.

We are not responsible for changes in applicable regulatory standards, practices, or regulations following the performance of services.

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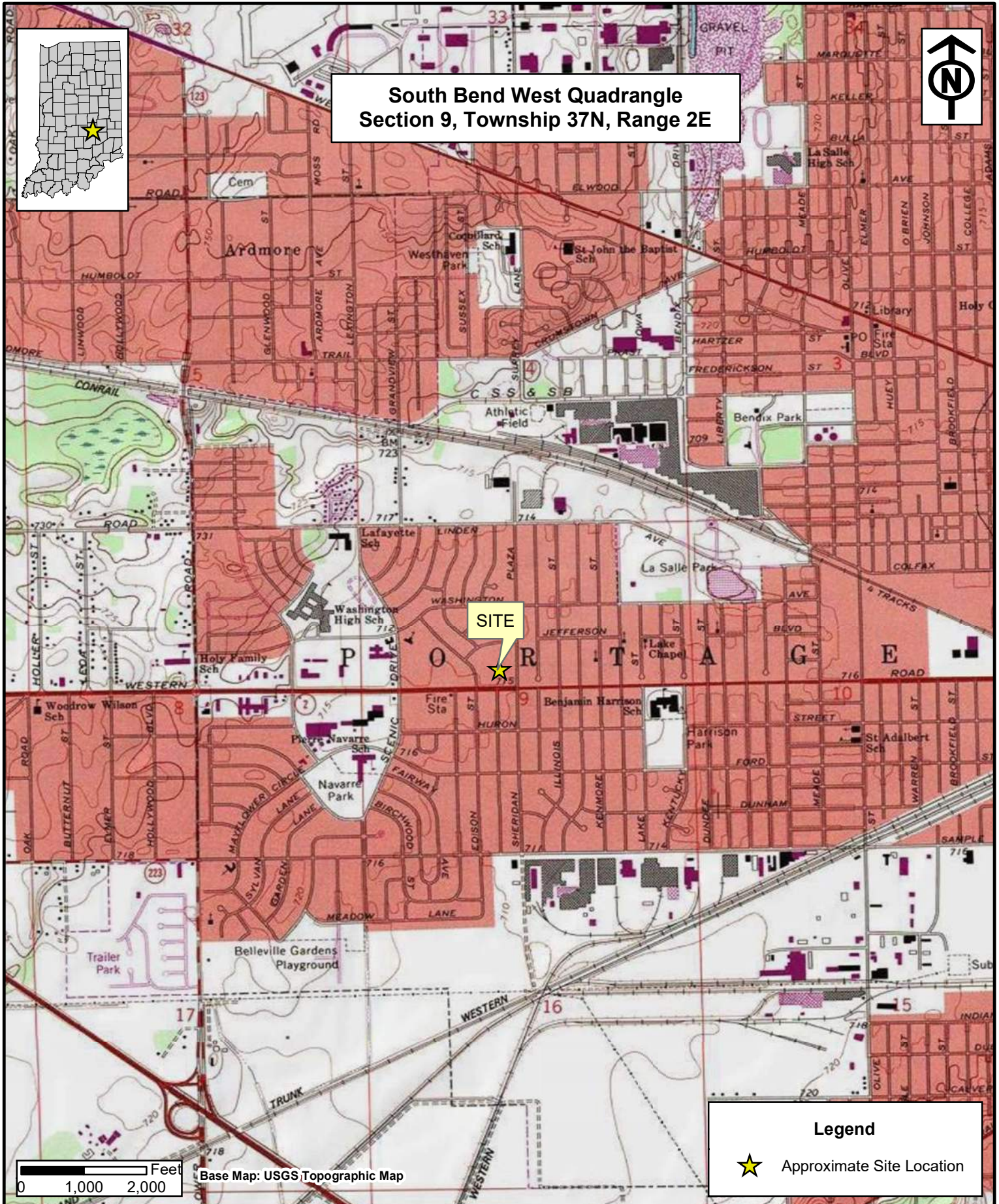


## **15.0 STATEMENT OF QUALIFICATIONS**

This Phase I ESA Report was prepared by Jonathan C. Sporleder, Senior Project Geologist, and Mr. Nivas R. Vijay, Senior Project Manager with Heartland. A Statement of Qualifications of the environmental professionals who completed this report is provided in Appendix K.

## **FIGURES**

**South Bend West Quadrangle  
Section 9, Township 37N, Range 2E**



**FIGURE 1  
SITE LOCATION MAP**

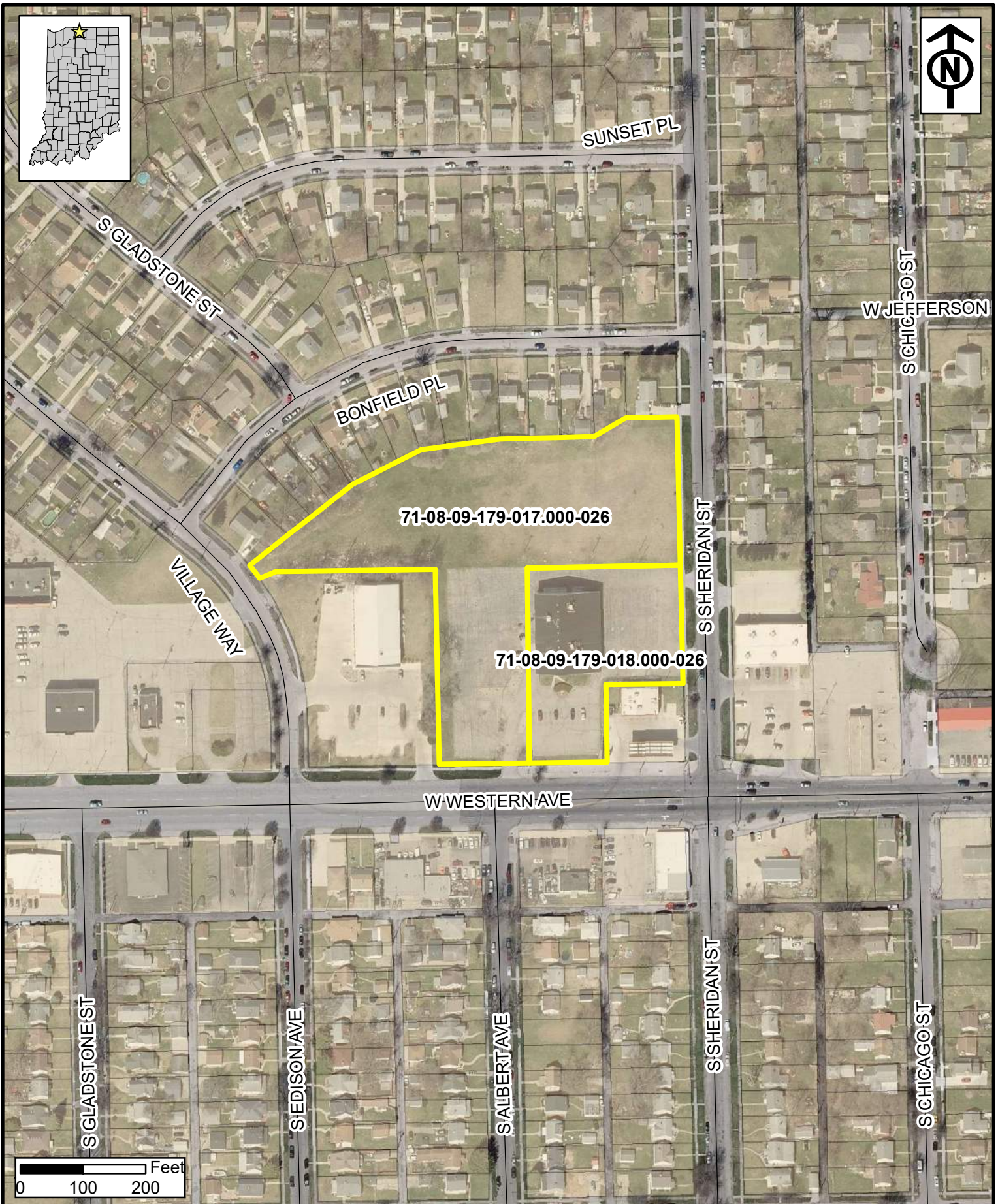
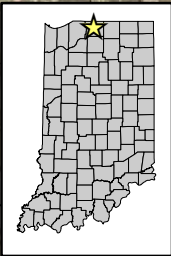
**Z.B. FALCONS NEST 80 PROPERTY**  
323 SOUTH SHERIDAN STREET  
SOUTH BEND, INDIANA 46619

Date:  
5/8/2024  
Scale:  
1"=2,000'  
Drawn By:  
NV



**Heartland Environmental Associates, Inc.**  
3410 Mishawaka Avenue, South Bend, Indiana 46615  
1324 East 16th Street, Indianapolis, Indiana 46202





Heartland Environmental Associates, Inc.  
3410 Mishawaka Avenue, South Bend, Indiana 46615  
1324 East 16th Street, Indianapolis, Indiana 46202

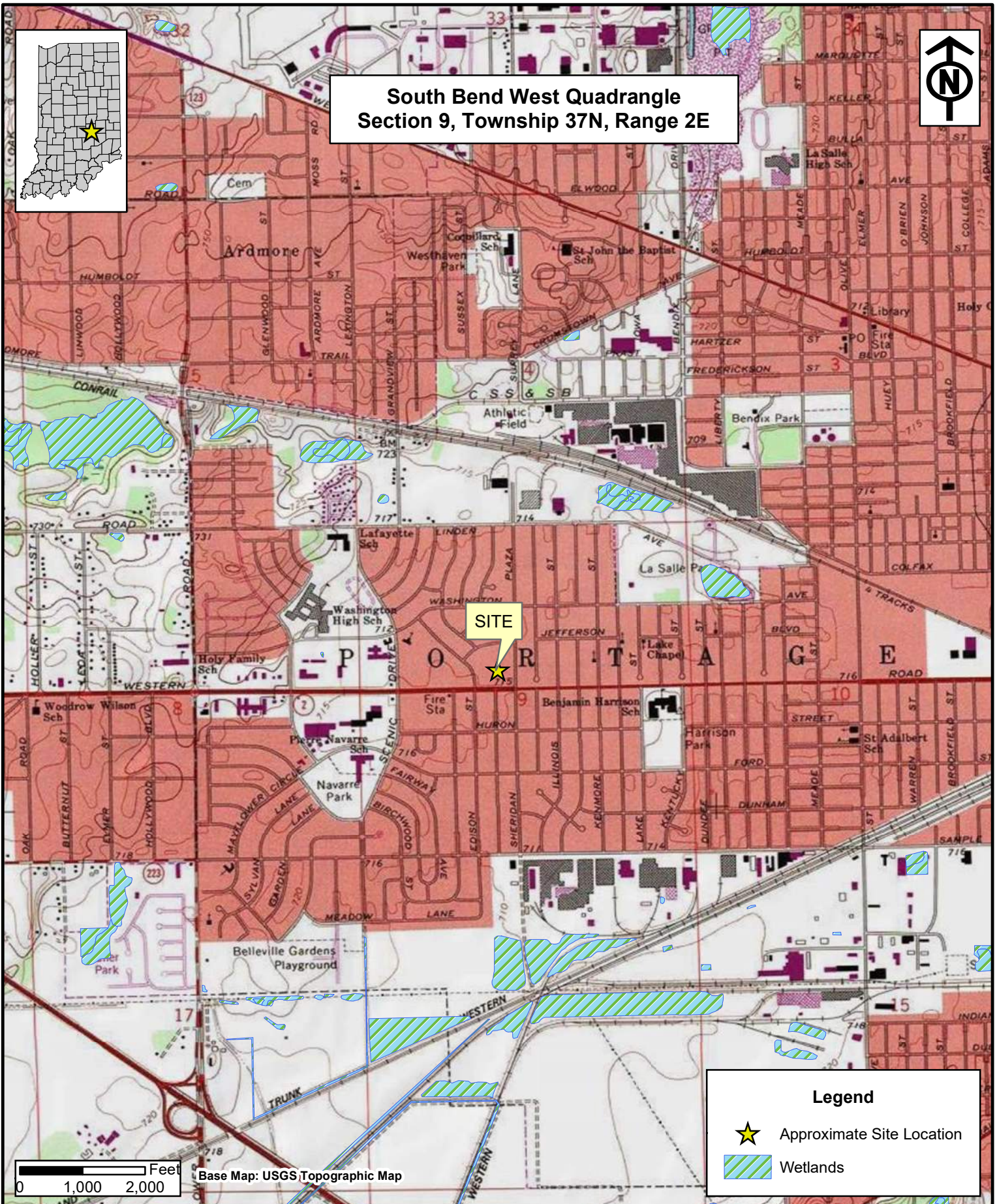
FIGURE 2  
SITE MAP W/PARCEL BOUNDARY

Z.B. FALCONS NEST 80 PROPERTY  
323 SOUTH SHERIDAN STREET  
SOUTH BEND, INDIANA 46619

Date:  
5/8/2024  
Scale:  
1"=200'  
Drawn By:  
NV



**South Bend West Quadrangle  
Section 9, Township 37N, Range 2E**



**Legend**



Approximate Site Location



Wetlands

0 1,000 2,000 Feet

Base Map: USGS Topographic Map

**FIGURE 3  
WETLANDS MAP**

**Z.B. FALCONS NEST 80 PROPERTY**  
323 SOUTH SHERIDAN STREET  
SOUTH BEND, INDIANA 46619

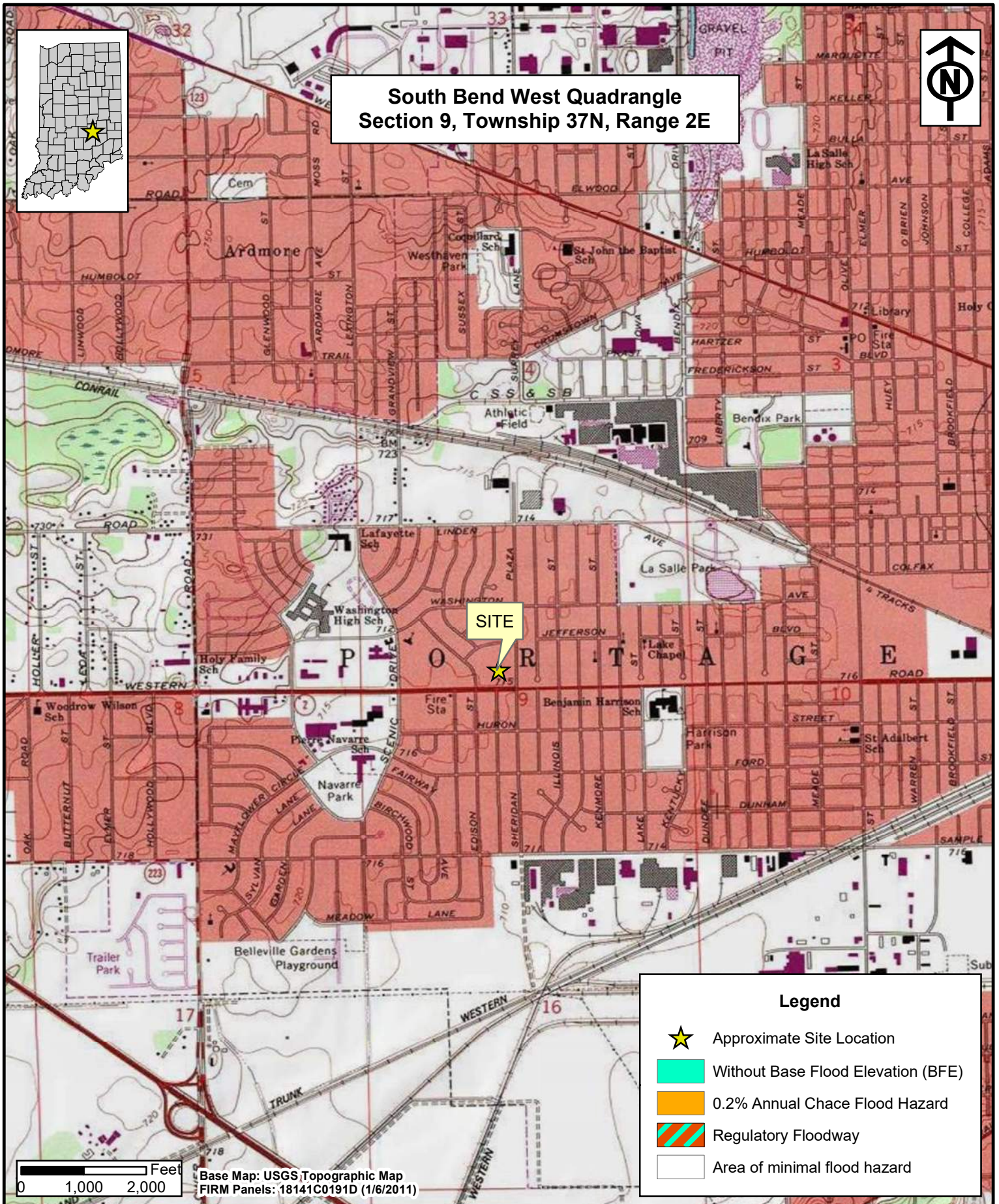
Date:  
5/8/2024  
Scale:  
1"=2,000'  
Drawn By:  
NV



**Heartland Environmental Associates, Inc.**  
3410 Mishawaka Avenue, South Bend, Indiana 46615  
1324 East 16th Street, Indianapolis, Indiana 46202



# South Bend West Quadrangle Section 9, Township 37N, Range 2E



## Legend

- Approximate Site Location
- Without Base Flood Elevation (BFE)
- 0.2% Annual Chace Flood Hazard
- Regulatory Floodway
- Area of minimal flood hazard

FIGURE 4  
FEMA FLOODPLAINS MAP

Z.B. FALCONS NEST 80 PROPERTY  
323 SOUTH SHERIDAN STREET  
SOUTH BEND, INDIANA 46619

Date:  
5/8/2024  
Scale:  
1"=2,000'  
Drawn By:  
NV



**Heartland**Environmental Associates, Inc.  
3410 Mishawaka Avenue, South Bend, Indiana 46615  
1324 East 16th Street, Indianapolis, Indiana 46202

## 003132 - GEOTECHNICAL DATA

### 1.1 GEOTECHNICAL DATA

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information. This Document and its attachments are not part of the Contract Documents.
- B. Because subsurface conditions indicated by the soil borings are a sampling in relation to the entire construction area, and for other reasons, the Owner, the Architect, the Architect's consultants, and the firm reporting the subsurface conditions do not warranty the conditions below the depths of the borings or that the strata logged from the borings are necessarily typical of the entire site. Any party using the information described in the soil borings and geotechnical report shall accept full responsibility for its use.
- C. A geotechnical investigation report for Project, prepared by GME Testing, dated June 5, 2025, is available for viewing **as included in this Document**.
  - 1. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.
  - 2. Any party using information described in the geotechnical report shall make additional test borings and conduct other exploratory operations that may be required to determine the character of subsurface materials that may be encountered.
- D. Related Requirements:
  - 1. Document 003126 "Existing Hazardous Material Information" for hazardous materials reports that are made available to bidders.

END OF DOCUMENT 003132





# **GME<sup>®</sup>**

## **GME TESTING**

## **Geotechnical Report**

**GME Project No. G25-042880**

**Proposed Building Expansion  
Western Library**

**323 South Sheridan Street  
South Bend, IN**

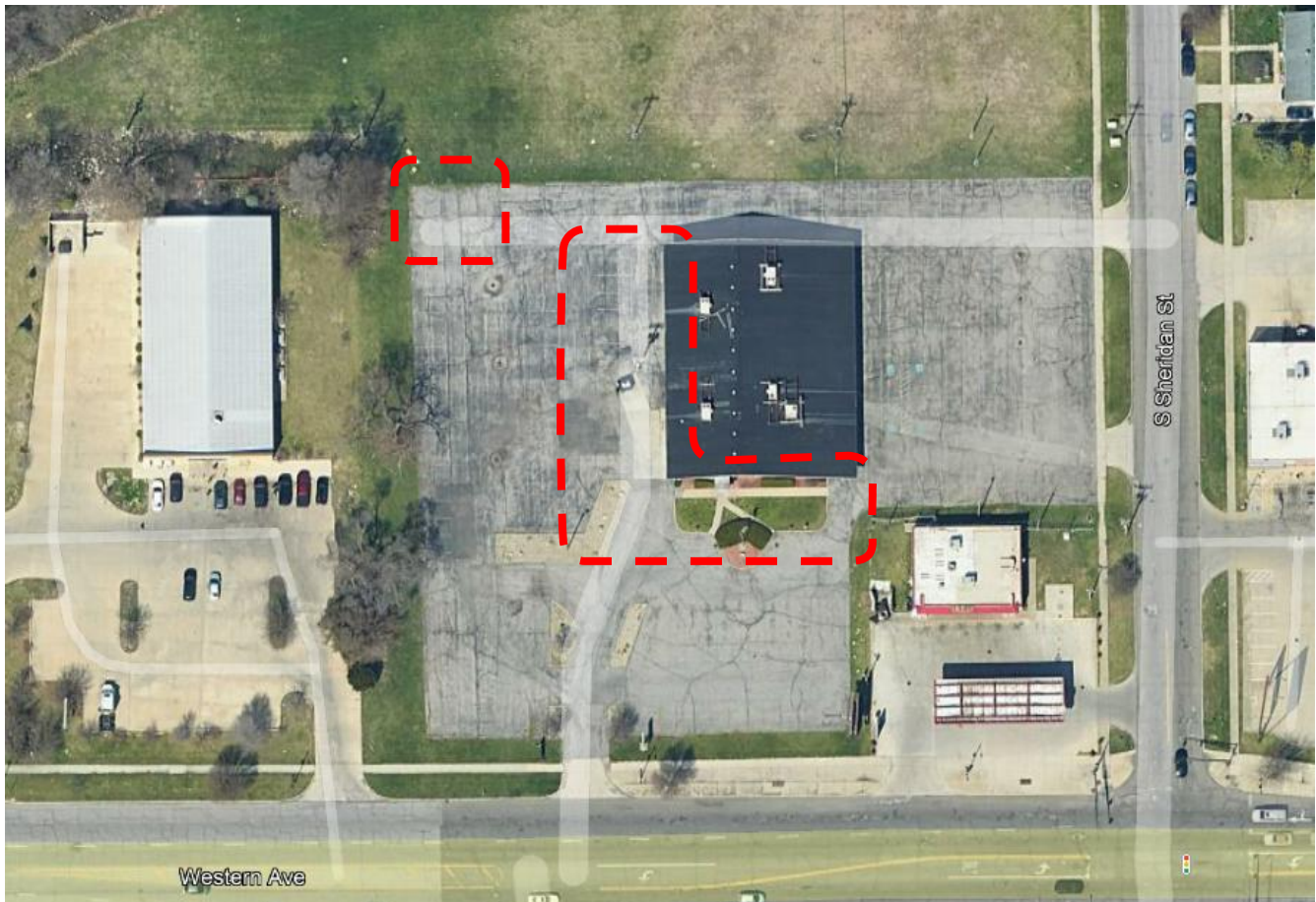
**June 5, 2025**

### **Prepared For:**

Veridus Group Inc.  
7740 Byron Center Avenue SW, Suite 200  
Byron Center, MI 49315  
Attn: Landon Martin, Director

### **Prepared By:**

GME Testing  
3517 Focus Dr  
Fort Wayne, IN 46818







June 5, 2025  
G25-042880

**Veridus Group Inc.**  
7740 Byron Center Avenue Southwest, Suite 200  
Byron Center, MI 49315  
**Attn: Landon Martin, Director**

**REF: SUBSURFACE EXPLORATION AND RECOMMENDATIONS**  
**Proposed Building Expansion**  
**Western Library**  
323 South Sheridan Street  
South Bend, IN

Mr. Landon Martin:

In compliance with your request and authorization, **GME Testing** is pleased to submit this report on our subsurface exploration and recommendations for the above-referenced project. Our services were carried out in accordance with the proposal (GMEP 25-040193) dated April 21, 2025, which was authorized by Onjanette Dancler, Chief Financial Officer, with St. Joseph County Public Library, April 25, 2025.

We appreciate the opportunity to be of service on this project. Please contact us if you have any questions or require additional services.

Sincerely,  
**GME Testing**

Rami M. Anabtawi, P.E., BC.GE



Moe Kyaw, E.I.

**CC: Calvin Tims, P.E. – Engineering Resources, Inc. (ERI)**

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### **APPENDIX A**

I. Field Exploration, II. Laboratory Testing, Exhibit A - Site Vicinity and Boring Location Map, Exhibit B - Undercut Excavation Below Footings

### **APPENDIX B**

Boring Logs, General Notes, ASCE Design Hazards Report, Custom Soil Resource Report

---

## **1.0 INTRODUCTION**

### **1.1 Site Location**

This report presents the results of the geotechnical engineering investigation for the proposed new building additions to the existing building at 323 South Sheridan Street in South Bend, Indiana.

### **1.2 Purpose of Work**

The purpose of this study was to evaluate the subsurface conditions and to develop geotechnical recommendations to assist the owner's architects, design engineers, and contractor in preparing the proposed site and project plans.

### **1.3 Field Coordination**

GME Testing coordinated their field work logistics, site access, utilities marking, and the geotechnical drilling program schedule with a representative of the client to conduct this geotechnical engineering investigation.

### **1.4 Site Characteristics**

#### **1.4.1 Site Features**

The site is located just to the west and south of the existing building and is currently an asphalt-paved parking lot. The site can be characterized as relatively level.

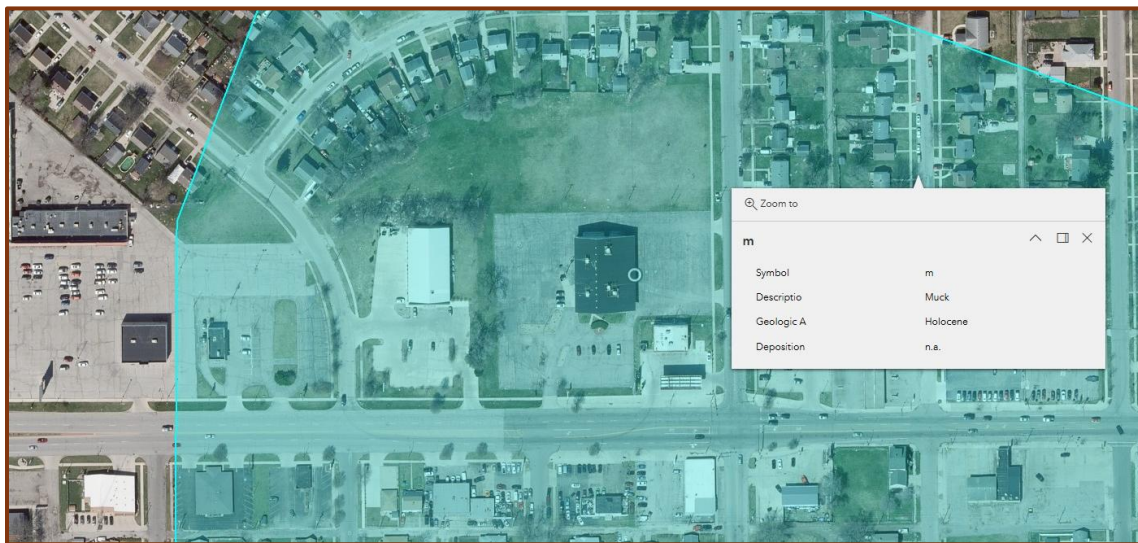
The as-built information of the structure was not available. However, it is anticipated that the existing building is supported on a conventional foundation. It is assumed that the existing building has performed well from a structural perspective. The structural engineer should assess its current condition, and any necessary modifications or repairs should follow their recommendations. GME should be notified if this assumption is incorrect and/or if there are performance concerns with the existing, adjacent building.

---

### **1.4.2 Site Geology**

According to the USDA Web Soil Survey, the existing near-surface soil group primarily comprise of Urban land-Maumee complex. A copy of the Custom Soil Resource Report for Saint Joe County, Indiana, is provided in Appendix B of this report.

According to the Quaternary Geologic Map of Indiana, Indiana Geological Survey Miscellaneous Map 49, the soils are geological deposits of muck, as indicated in Figure 2. Although our test borings did not disclose any deep organic soils, such soils may be present on-site.



**Figure 2 – Quaternary Geologic Map**

## **2.0 PROJECT DETAILS**

Based on the preliminary information and the site plan provided by the client, we understand that the proposed project will consist of the renovation of the existing building and the design and construction of a new garage. It is our understanding that the renovation will consist of a new addition to the west and south sides of the existing building. The proposed construction are anticipated to be single-story, wood-frame, with slabs-on-grade (with no below-ground levels) .

The new building addition is expected to adjoin and be structurally connected to the existing one, as determined by the structural engineer. Architectural or structural modifications to the existing building may be needed to accommodate doorways and entrances.

The structural loading was unavailable at this time. It is assumed for the purposes of our geotechnical analysis that they are generally light to moderate. The structural engineer will design and detail the building slabs, foundations, and connections (i.e., thickness design, jointing, reinforcement).

Neither the existing site topography nor the finished floor elevation was available at this time. However, it is anticipated that the finished floor elevation of the proposed building addition will match that of the existing building, and the garage will be established at or slightly above the existing ground surface.

GME Testing researched Saint Joe County GIS maps of the site vicinity, which indicated that elevations on the site range from El. 714 to El. 716 feet. The approximate existing surface elevations were estimated and are provided on the bore logs in Appendix B for reference only.

We realize that final plans may differ from the initial understandings and available preliminary information reported. If significant changes occur or our assumptions are inaccurate, our office should be contacted to determine if any changes to our recommendations will be necessary after our review.

---

### 3.0 FIELD INVESTIGATION

#### 2.1 Boring Locations

Our field exploration program consisted of drilling six (6) vertical soil test borings to depths of approximately 15 to 25 feet below the existing ground surface (bgs), as shown on the borehole logs. GME Testing personnel established the test boring locations in the field based on a site plan provided by Veridus Group. The approximate boring locations are shown in Exhibit A.

Table 1: Summary of Boring Locations			
Designation	Boring Number	Latitude	Longitude
Building Addition	B-1	41.672443	-86.304021
	B-2	41.672441	-86.304242
	B-3	41.67244	-86.304461
	B-4	41.672595	-86.304461
	B-5	41.672738	-86.30446
Garage Building	B-6	41.672896	-86.304821

#### 2.2 Laboratory Testing Program

Most of the soil samples collected from the test boring program were primarily cohesionless. Our laboratory testing program included performing **a)** visual soil classifications according to ASTM D-2487 and ASTM D-2488, **b)** natural moisture content tests according to ASTM D-2216 on all samples, and **c)** calibrated spring hand penetration tests on cohesive samples.

In addition, sieve analysis was performed on bulk (fine to medium coarse sand soil) samples from depths of approximately 5 to 9 feet below existing ground surface elevation. These tests were conducted in general accordance with ASTM D-1140 and ASTM D-442, and results are included in Appendix B.

### **Infiltration Analysis**

Table 2 below provides infiltration rates based on our grain size analysis performed on four fine to medium coarse sand soil boring samples from depths of about 5 to 9 feet. The infiltration rates were generally uniform. These infiltration rates may be subject to modification by the engineer in accordance with accepted design procedures.

Table 2: Approximated Infiltration Rates			
Boring No	Depth of Sample, feet	Soil Description	Approximate Unfactored Infiltration Rate (inch/hour)
B-1	±5-9	Fine to Medium Coarse Sand and Gravel	0.53
B-4	±5-9	Fine to Medium Coarse Sand and Gravel	1.13
B-5	±5-9	Fine to Medium Coarse Sand Occasional Gravel Seams	0.87
B-6	±5-9	Fine to Medium Coarse Sand	0.86

Given these factors and the high degree of variability, a conservative approach is recommended.

### **2.3 Boring Results**

The following summary outlines the materials encountered during the test borings program. Detailed descriptions and data for each test boring are available in the Borehole Logs in Appendix B. This overview reflects the Site's geotechnical conditions based on our field investigation and laboratory testing. Conditions not represented at boring locations may be encountered during construction and could affect the project.

**Surficial Materials:** The soil borings were primarily located and drilled within the existing asphalt parking lot (i.e., B-3 through B-6) and disclosed approximately 2 inches of asphalt product. The asphalt pavement at boring B-6 was underlain by 12 inches of topsoil.

The soil borings that were located and drilled within the existing grass-covered areas (i.e., B-1 and B-2) disclosed approximately 12 inches of topsoil as shown on the individual bore logs.

The thickness of surficial materials measured at these boring locations may or may not be representative of the overall average thickness and could vary from this data.

**Fill:** Test borings disclosed fine sand, sandy silty clay, sandy clay, and fine to medium coarse silty sand characterized as fill material to a depth of about 5 to 7.5 feet. The existing fill material in borings B-2 through B-5 included traces of slag and gravel, while boring B-6 contained traces of organic soils.

**Native Soils:** The native soils primarily consisted of “medium dense” to “dense” or greater granular soils, such as fine to medium coarse sand, fine sand, sand and gravel, and sandy clayey silt.

The relative densities and consistencies of existing soils are based on the results of the SPT, N-values according to ASTM D-1586. Our **General Notes** sheet, which follows the boring logs included in Appendix B, explains these correlations.

**Groundwater Measurements:** Short-term groundwater measurements were taken during our field operations by noting the depth of water on the rods and in open boreholes following the withdrawal of the drilling augers after the completion of drilling activities in test borings. Table 2 below provides a summary of short-term groundwater measurements in the drilled test borings.

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Table 2: Groundwater Depths in the Borings at Time of Drilling		
Boring Number	*Groundwater Depth, feet	
	During Drilling	At the Completion of Drilling
B-1	±15	†NO
B-2	±17	NO
B-3	±15	NO
B-4	±15	±15
B-5	±15	±15
B-6	±14	NO

\*Depths referenced below the existing ground surface.

†Not Observed (NO)

The groundwater depths shown on the boring logs reflect groundwater levels **only** for the date on which the borings were drilled. Fluctuations in the level and rate of seepage of groundwater will occur due to variations in rainfall, water level, and other factors.

## **4.0 GEOTECHNICAL RECOMMENDATIONS**

### **4.1 Geotechnical Overview**

Our analysis and evaluation of the encountered native soils indicate that the existing fine to medium coarse sands should provide adequate support for new foundations. The existing fill material that is evaluated to be free of organics and excessive moisture content, and firm can be used to support slabs, pending that proper site preparations and satisfactory filling procedures are followed. It is possible that darker materials resembling topsoil or organic soils may be encountered between borings and must be removed wherever it is present below slabs and footing.

Therefore, it is recommended that GME Testing be retained to provide continuous inspection during earthwork operations, approval of fill material, fill placement, and the base of all footing excavations.

It is important to note that existing granular soils are anticipated to become looser during excavation and are prone to sloughing or cave-ins. Where loose granular soils are encountered, they must be densified and compacted to a dry density of 95 percent or more (as per ASTM D-1557).

## **4.2 General Earthwork and Construction Recommendations**

### **4.2.1 Site Preparation Recommendations**

The initial step should consist of the complete removal of the existing asphalt pavement, vegetation, topsoil, and any unsuitable materials, and properly abandoned or relocated existing utilities from the proposed construction areas.

Following this step, GME Testing should be retained to inspect the exposed subgrade areas. This inspection should include at least probing and proof rolling to identify any areas with or hidden pockets of weak, unstable materials. As discussed in this report, fill materials were observed and may require remediation, pending evaluation by GME Testing. The appropriate approach will be dictated by the field based on weather conditions at the time of construction.

Factors such as inclement weather or heavy construction traffic may adversely affect workability.

### **4.2.2 Engineered Fill**

Depending on the details of the grading plans (not yet available), there may be a need to place new fill to achieve the desired grade. All engineered fill used undercuts or as grade-raise fill should be approved by GME Testing before placement on-site. The fill should be compacted to at least 95 percent of its maximum density at a moisture content within  $\pm 2$  percent of the optimum moisture content according to method ASTM D-1557 (Modified Proctor).

---

To achieve the required compaction, fill should be placed in layers not exceeding 8 inches of loose thickness (6 inches for small hand compactors). GME Testing should be engaged to provide continuous inspection and documentation of the earthwork process.

#### **4.2.3 Surface Water**

Maintaining positive drainage of surface water away from structure foundations is crucial for preventing water infiltration and potential damage to the building. This involves directing surface water, including downspout discharge, toward designated outfalls, typically leading away from the structure and toward the street or other drainage areas. A transverse slope of 2 percent away from the foundation, along with a longitudinal slope of 1 percent in surface swales directing water towards the designated outfall, is sufficient for effective drainage.

#### **4.2.4 Temporary Excavations**

We recommend that trenches and excavations be designed and constructed in compliance with OSHA regulations, specifically OSHA 29 CFR Part 1926, Subpart P, which addresses excavation and trench safety. Trenches and excavations for utilities and other construction activities present risks of sidewall collapse, potentially exposing workers to engulfment hazards. As defined by OSHA, a competent person should monitor all excavations, and appropriate shoring or sloping techniques must be employed to prevent cave-ins.

### **4.3 Building Foundation Recommendations**

Our findings indicate that the proposed construction can be supported on conventional footings, including column (square type) and continuous (strip wall) footings, provided that the site is prepared as described in **Section 3.2**, and inspection and evaluations are performed during construction as discussed in this report.

---

GME Testing recommends that such conventional footings bear on approved firm, compacted granular soils and/or compacted, engineered fill. Under no condition should the foundation bear on loose, compressible, undocumented fill, and/or organic-containing material. If unsuitable materials are encountered, the footing will be required to be extended below their conventional depths to approved soils or re-established to the desired grade using lean concrete mix. Exhibit B, included in Appendix A of this report, provides this illustration.

Provided that our recommendations provided in this report are completely followed, a maximum net allowable soil bearing pressure of **2,500 pounds per square foot (psf)** for column (square type) and **2,000 psf** for strip (wall type) foundations may be used for dimensioning the footings. Extending footings below existing fill is recommended. The allowable soil bearing pressure values are provided that bearing soils consist of firm native sand and gravel soils and/or engineered fill extending from firm native soils.

When using net pressures, the weight of the footing and backfill over the footing, including the weight of the floor slab, need not be considered. Hence, only loads applied at or above the finished floor must be used to dimension the footings.

New fill soil below, above, and surrounding footings shall consist of approved materials, and then placed and compacted in accordance with this report.

Provided that our recommendations in this report and project specifications are followed, total foundation settlements are not expected to exceed about (1) inch with differential settlements of up to (½) inch. Field control and proper footing proportions will contribute substantially to minimizing total and differential settlements.

All approved foundations resting on competent-bearing soils must be protected during and post-construction. All exterior footings and footings in unheated areas should be located at a depth of 3.5 feet below the final exterior grade for frost protection.

### **Foundation Inspection**

It can be challenging to accurately distinguish between loose and compacted soils based on visual inspection alone. Therefore, performing in-situ testing, such as the Dynamic Cone Penetration (DCP) test, is recommended.

It is recommended that continuous inspection of all earth-connected phases of the project be carefully monitored and documented. This is to check that each footing excavation is checked during the construction and installation of all foundations and slabs to allow adherence with the recommendations outlined in this report, plans, and project specifications.

Foundation excavations should be concreted immediately following satisfactory evaluation by GME Testing to reduce the bearing disturbance caused by inclement weather, sloughing, etc. If this is not practical, the foundation excavation should be adequately protected. Soils exposed in the bases of all excavations must be protected against any detrimental change in conditions, such as disturbance, rain, and freezing.

### **Placement of Adjacent Foundation**

Care must be taken when positioning new foundations for the proposed building addition adjacent to existing foundations to prevent overlapping zones of influence and potential compromise of existing foundations due to excavation below their bearing elevations. Depending on the excavation size, proximity to the existing structure, and other factors, it may be necessary to provide bracing and support for excavation sides.

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### **Seismicity Classification**

A seismic site class “D” may be applied for this project, with a seismic report included in Appendix B. The design parameters presented in Table 3 are based on this classification. The ASCE 7-10 standard utilizes a site profile extending to a depth of 100 feet for seismic site classification. Since the borings for this project did not reach that depth, the site properties below 100 feet were estimated based on our experience and understanding of the geologic conditions in the area.

Table 3: Seismicity Classification Parameters	
Description	Value
*ASCE 7-10 Site Classification	D <sup>1</sup>
Risk Category	III
Seismic Design Category	B
Site Latitude	41.672595
Site Longitude	-86.304461
S <sub>s</sub>	0.097g
S <sub>1</sub>	0.057g
S <sub>DS</sub>	0.103
S <sub>D1</sub>	0.091

*\* Note: The updated ASCE 7-22 seismic classification parameters (or other seismic parameters) can also be available and provided, if needed, upon request.*

### **4.4 Ground-Supported Slab Recommendations**

After the site subgrades have been prepared and evaluated to be suitable as outlined in **Section 3.2** of this report, ground-supported slabs over the approved subgrade can be used. Undercutting of old fill containing organics, if encountered, below the building pads will be required.

The floor slabs should be reinforced as determined by the structural engineer and underlain by a minimum of 8 inches of approved aggregate, such as INDOT No. 53, or with clean sand and gravel with up to 10 percent fines (i.e., passing through

No. 200 Sieve). The structural engineer should design the floor slab to accommodate the appropriate loading conditions.

The use of a vapor retarder should be considered beneath concrete slabs on grade covered with wood, tile, carpet, or other moisture-sensitive or impervious coverings when the project includes humidity-controlled areas or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor retarder, the slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder.

#### **4.5 Soil Monitoring**

We recommend that a GME Testing geotechnical engineer or designee be retained to continuously evaluate and test the subgrade and footing excavations, fill materials, concrete, and steel during construction. Field density tests should be performed as frequently as necessary to assist in the evaluation of the fill with respect to the above recommendations.

Concrete strength and consistency tests should also be carried out, in accordance with the project specifications.

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## **5.0 LIMITATIONS**

This field evaluation, laboratory testing, and geotechnical analyses presented in this geotechnical investigation report have been conducted in accordance with current practice and the standard of care exercised by geotechnical consultants performing similar tasks in the project area. Although individual test borings are representative of the subsurface conditions at the boring locations on the dates drilled, they are not necessarily representative of the subsurface conditions between boring locations or subsurface conditions during other seasons of the year.

The lines of demarcation shown on the logs represent approximate boundaries between the various classifications. The stratification of soils, as shown on the accompanying test borehole logs, represents the soil conditions at the drilled borehole locations, and variations may occur between the boreholes. In-situ strata changes could occur gradually or at different levels. Also, it should be noted that the boreholes depict conditions at the particular locations and times indicated.

The report was prepared by GME Testing solely for the Client's use in accordance with an executed contract. The Client's use of or reliance on this report is limited by the terms and conditions of the contract and by the qualifications and limitations stated in the report. It is also acknowledged that the Client's use of and reliance on this report is limited for reasons that include actual site conditions that may change with time; hidden conditions not discoverable within the scope of the assessment may exist at the Site; and the scope of the investigation may have been limited by time, budget and other constraints imposed by the Client.

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Neither the report nor its contents, conclusions, or recommendations are intended for the use of any party other than the Client. GME Testing and the Client assume no liability for any reliance on this report by such party. The rights of the Client under contract may not be assigned to any person or entity without the consent of GME Testing, which shall not be unreasonably withheld.

Our services have been provided consistent with its professional standards of care. No other warranties are made, either expressed or implied.

# **APPENDIX A**

## I. FIELD EXPLORATION

### Drilling and Sampling Procedures

The test borings were drilled using conventional augers to advance the holes and representative samples of the soils were obtained employing split-barrel sampling techniques in accordance with ASTM procedures D-1586-84. After completion of the borings and water level readings, the auger holes were backfilled with auger cuttings.

The description and depths of soil strata encountered and levels at which samples were recovered are indicated on the accompanying borehole log sheets in the Appendix B. In the column "Soil/Material Description" on the drill borehole log, the horizontal lines represent stratum changes. A solid line represents an observed change, and a dashed line represents an estimated change. An explanation of the symbols and terms used on the boring log sheets is given in Appendix B of this report.

### Field Tests and Measurements

**Standard Penetration Test:** During the sampling procedures, Standard Penetration Test (SPT) was performed at regular intervals through the depth of the borings. The SPT value ("N"-value) is defined as the number of blows required to advance a 2-inch O.D., split-barrel sampler a distance of one foot by a 140-pound hammer falling 30-inches. These values provide a useful preliminary indication of the consistency or relative density of most soil deposits and are included on the Borehole Logs in Appendix B.

**Water Level Measurements:** Groundwater level observations were made in the boring holes during and upon completion of the boring operations. The groundwater level measurements are noted on the boring logs presented herein.

---

All recovered samples were returned to GME Testing laboratory for visual examination and subsequent laboratory testing.

## **II. LABORATORY TESTING**

Selected soil samples obtained from the drilling and sampling program were tested in the laboratory to evaluate additional pertinent engineering characteristics of the foundation materials necessary in estimating the engineering properties of these materials.

### **Soil Laboratory Tests and Measurements**

**Visual Classification:** All samples were visually classified by a geotechnical engineer in general accordance with ASTM D-2488, and on the Borehole Logs, which are located in Appendix B of this report.

**Moisture Content Tests:** The natural moisture content of selected samples was determined by ASTM method D-2216 and is recorded on the Borehole Logs as a percentage of dry weight of soil under the "MC".

**Hand Penetration Tests:** Samples of cohesive soils obtained from the split spoon sampler were tested with a calibrated hand penetrometer to aid in evaluating the soil strength characteristics. The results from this testing are tabulated on the Borehole Logs under the heading "Q<sub>P</sub>".

**Sieve Analysis:** Sieve analysis was performed on select bulk samples in general accordance with ASTM D-1140 and ASTM D-442. Laboratory results are included in Appendix B of this report.

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GRAPHIC SCALE: 1" = 100'

## LEGEND

 APPROXIMATE BORING LOCATION

### NOTE:

1. AERIAL IMAGE TAKEN FROM GOOGLE EARTH  
WITH AN IMAGE DATE OF 04/08/2023.



EXHIBIT A

## BORING LOCATION DIAGRAM

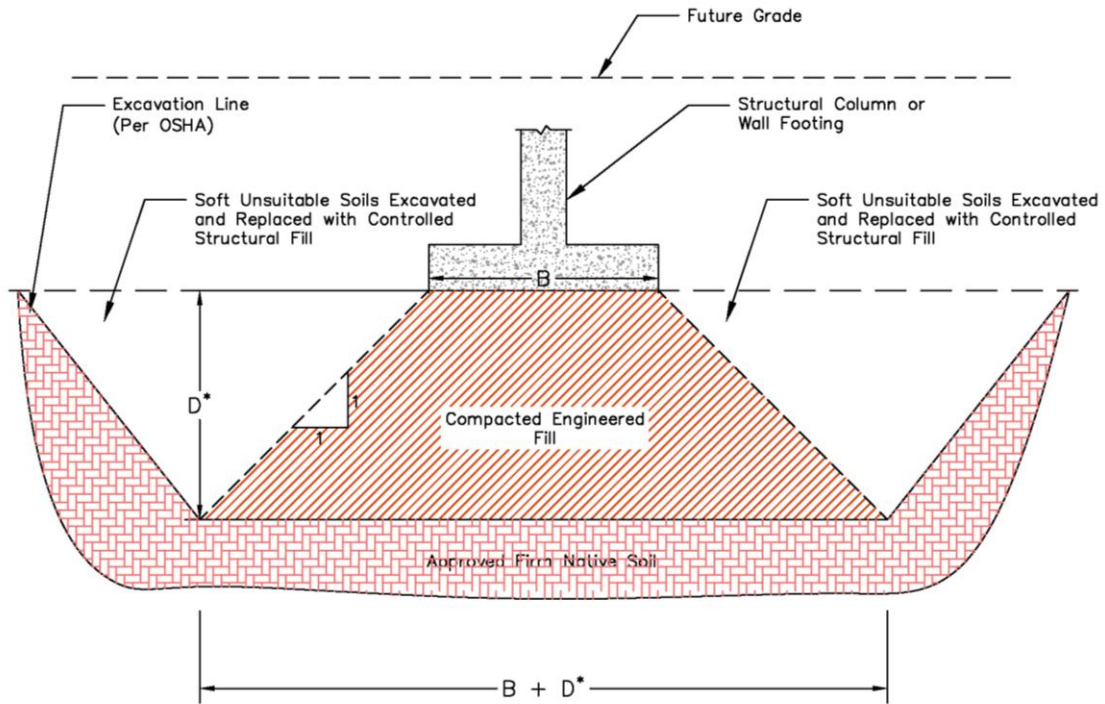
### Proposed Building Expansion - Western Library

### 323 South Sheridan Street, South Bend, IN

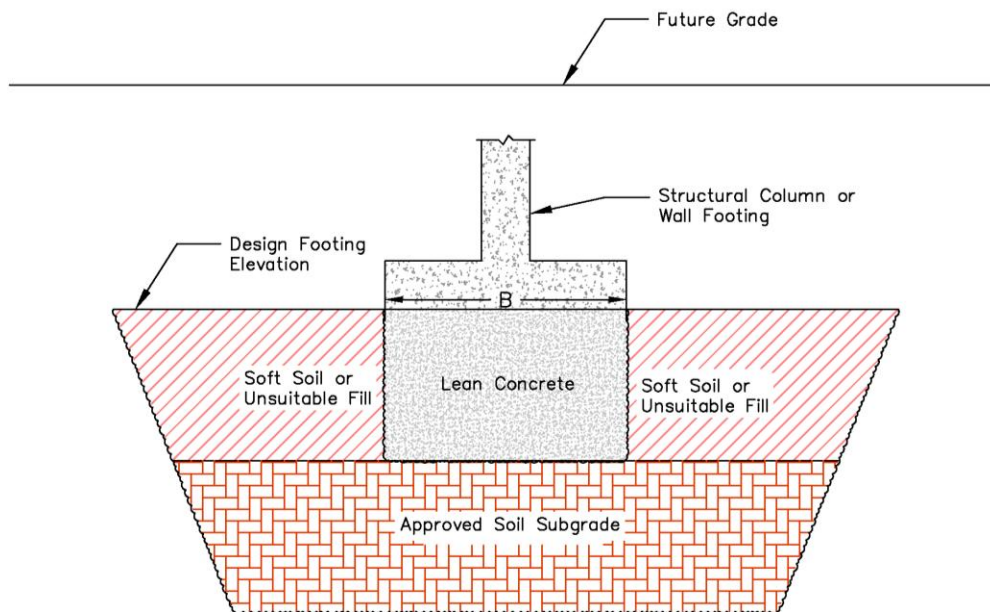
No.	Revision	Date
		Date: 6/5/25
		Prepared By: MK
		Scale: AS NOTED
		Client: Veridus Group Inc.
		GME Project No.: G25-042880



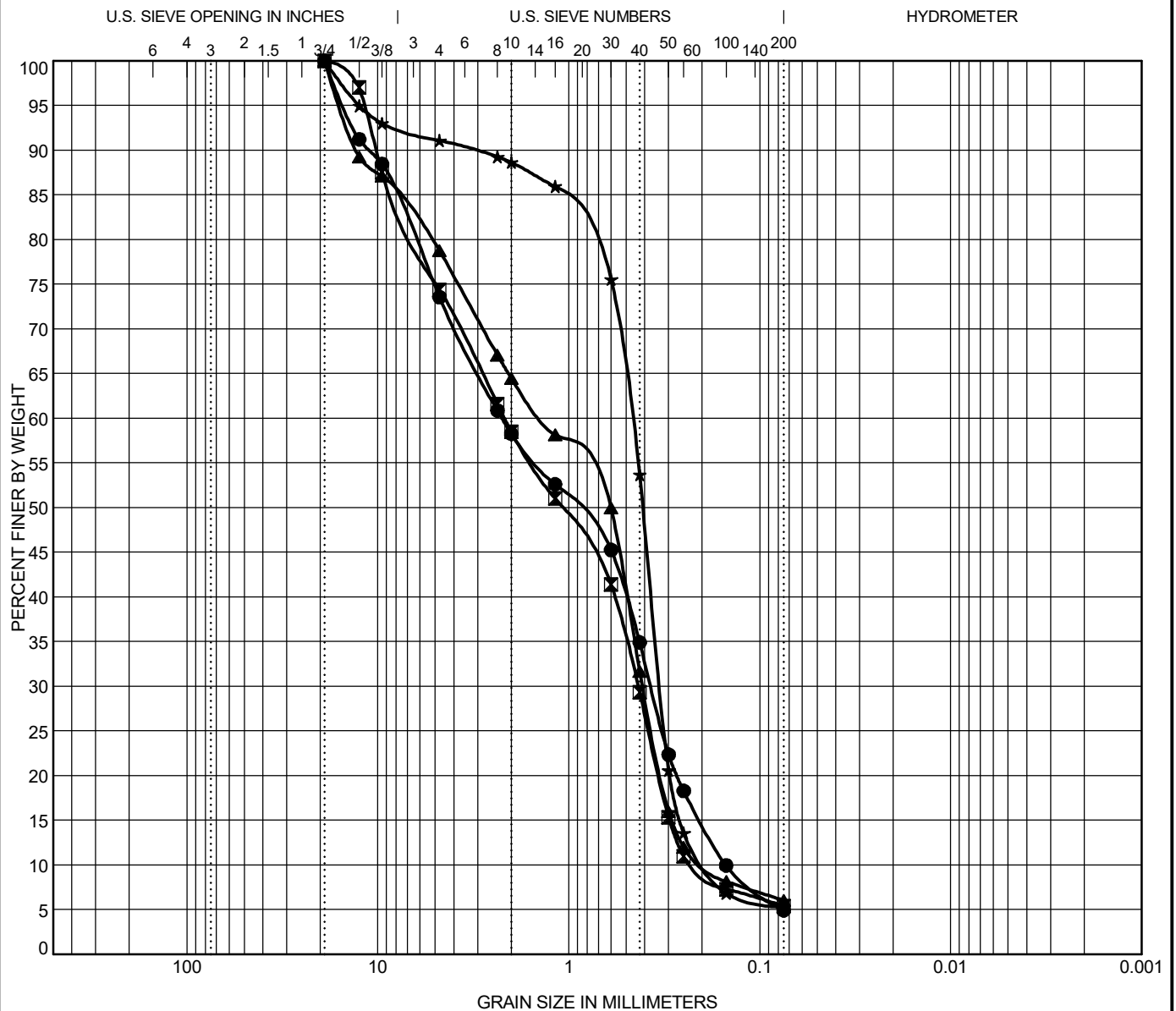
# UNDERCUT EXCAVATION FOR FOOTINGS IN UNSTABLE MATERIALS REPLACED WITH COMPACTED STRUCTURAL FILL



# UNDERCUT EXCAVATION FOR FOOTINGS IN UNSUITABLE MATERIALS REPLACED WITH LEAN CONCRETE



## **APPENDIX B**



COBBLES	GRAVEL	SAND		SILT	Clay
		coarse	fine		

Specimen Identification	Classification	LL	PL	PI	Cc	Cu
● B-1 (5' to 9')		NP	NP	NP	0.41	14.85
✕ B-4 (5' to 9')		NP	NP	NP	0.39	9.90
▲ B-5 (5' to 9')		NP	NP	NP	0.63	7.18
★ B-6 (5' to 9')		NP	NP	NP	1.23	2.46

Specimen Identification	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay	%Colloid
● B-1 (5' to 9')	2.234	0.371	0.15	41.7	53.3			
✕ B-4 (5' to 9')	2.169	0.433	0.219	41.5	53.1			
▲ B-5 (5' to 9')	1.378	0.409	0.192	35.5	58.4			
★ B-6 (5' to 9')	0.469	0.331	0.191	11.4	83.3			



#### GRAIN SIZE DISTRIBUTION TEST REPORT

**Project Name:** Proposed Building Expansion - Western Library

**Location:** 323 South Sheridan Street, South Bend, IN

**Client Name:** Veridus Group Inc.

**GME Project Number:** G25-042880



# TEST BORING LOG

BORING NO.: **B-1**  
 SHEET 1 OF 1  
**GME PROJECT NO:** **G25-042880**  
 STRUCTURE \_\_\_\_\_  
 DATUM : \_\_\_\_\_  
 DATE STARTED : 05-16-25  
 DRILLER/INSP : DB/AB

CLIENT: Veridus Group Inc.  
 PROJECT TYPE : Proposed Building Expansion - Western Library  
 LOCATION : 323 South Sheridan Street, South Bend, IN

ELEVATION : <u>716.0</u>	BORING METHOD : <u>ASTM D-1586</u>	LATITUDE : <u>41.672443</u>
STATION : _____	RIG TYPE : <u>Skid</u>	LONGITUDE : <u>-86.304021</u>
OFFSET : _____	CASING DIA. : <u>3.3 in</u>	
LINE : _____	HAMMER : <u>Auto</u>	
DEPTH : <u>25.0 ft</u>		

GROUNDWATER: ☒ Encountered at 15.0 ft ☒ At completion Dry ☒ Caved in at 10.0 ft

STRATUM ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	SAMPLE NUMBER	SPT per 6" (N)	% RECOVERY	% MOISTURE CONTENT	UNCONF. COMP., tsf	Qp (tsf)	REMARKS
715.0		±12" Black, Sandy TOPSOIL.							
	2.5	FILL: Brown, Moist, Fine Sand.	SS 1	4-2-2 (4)	100	5.3			
713.0									
	3.0	POSSIBLE FILL: Dark Brown, Moist, Sandy Silty Clay, Trace Fine Gravel.	SS 2	3-2-7 (9)	100	15.7		0.5	
711.0									
	5.0								
	7.5		SS 3	8-8-12 (20)	100	5.1			
	10.0		SS 4	10-14-18 (32)	100	9.3			
	12.5								
	15.0	Brown, Moist to Wet, Fine to Medium Coarse SAND and GRAVEL Occasional Clay Seams.	SS 5	12-17-20 (37)	100	9.1			
	17.5								
	20.0		SS 6	10-12-16 (28)	100				
	22.5								
692.5									
	23.5								
691.0		Gray, Very Moist, SANDY CLAYEY SILT.	SS 7	12-17-20 (37)	100	11.1			
	25.0								
		Bottom of Boring at 25.0 ft							
	27.5								
	30.0								

# TEST BORING LOG

BORING NO.: **B-2**  
 SHEET 1 OF 1  
**GME PROJECT NO:** **G25-042880**  
 STRUCTURE \_\_\_\_\_  
 DATUM : \_\_\_\_\_  
 DATE STARTED : 05-16-25  
 DRILLER/INSP : DB/AB

CLIENT: Veridus Group Inc.  
 PROJECT TYPE : Proposed Building Expansion - Western Library  
 LOCATION : 323 South Sheridan Street, South Bend, IN

ELEVATION : <u>716.0</u>	BORING METHOD : <u>ASTM D-1586</u>	LATITUDE : <u>41.672441</u>
STATION : _____	RIG TYPE : <u>Skid</u>	LONGITUDE : <u>-86.304242</u>
OFFSET : _____	CASING DIA. : <u>3.3 in</u>	
LINE : _____	HAMMER : <u>Auto</u>	
DEPTH : <u>25.0 ft</u>		

GROUNDWATER: ☒ Encountered at 17.0 ft ☒ At completion Dry ☒ Caved in at 17.0 ft

STRATUM ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	SAMPLE NUMBER	SPT per 6" (N)	% RECOVERY	% MOISTURE CONTENT	UNCONF. COMP., tsf	Qp (tsf)	REMARKS
715.0		±12" Black, Sandy TOPSOIL.							
	2.5	FILL: Brown, Moist, Fine Sand, Trace Gravel Occasional Clay Lenses.	SS 1	9-4-3 (7)	100	9.5			
711.0	5.0		SS 2	3-8-14 (22)	100	6.0			
		FILL: Brown, Moist, Fine Sand, Trace Slag and Gravel.	SS 3	9-16-18 (34)	100	9.7			
708.5	7.5		SS 4	10-18-22 (40)	100	11.7			
	10.0								
	12.5								
	15.0		SS 5	14-20-22 (42)	100	10.4			
	17.5	Brown, Very Moist to Wet, Fine to Medium Coarse SAND, With Gravel.							
	20.0		SS 6	16-20-24 (44)	100				
	22.5								
691.0	25.0		SS 7	18-22-26 (48)	100	9.1			
		Bottom of Boring at 25.0 ft							
	27.5								
	30.0								

# TEST BORING LOG

BORING NO.: **B-3**  
 SHEET 1 OF 1  
**GME PROJECT NO:** **G25-042880**  
 STRUCTURE \_\_\_\_\_  
 DATUM : \_\_\_\_\_  
 DATE STARTED : 05-16-25  
 DRILLER/INSP : DB/AB

CLIENT: Veridus Group Inc.  
 PROJECT TYPE : Proposed Building Expansion - Western Library  
 LOCATION : 323 South Sheridan Street, South Bend, IN

ELEVATION : <u>716.0</u>	BORING METHOD : <u>ASTM D-1586</u>	LATITUDE : <u>41.67244</u>
STATION : _____	RIG TYPE : <u>Skid</u>	LONGITUDE : <u>-86.304461</u>
OFFSET : _____	CASING DIA. : <u>3.3 in</u>	
LINE : _____	HAMMER : <u>Auto</u>	
DEPTH : <u>25.0 ft</u>		

GROUNDWATER: ☒ Encountered at 15.0 ft ☒ At completion Dry ☒ Caved in at 10.0 ft

STRATUM ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	SAMPLE NUMBER	SPT per 6" (N)	% RECOVERY	% MOISTURE CONTENT	UNCONF. COMP., tsf	Qp (tsf)	REMARKS
715.8		±2" ASPHALT PRODUCT.							
	2.5	FILL: Brown, Moist, Fine Sand, Trace Gravel.	SS 1	4-4-4 (8)	100	7.6			
711.0	5.0		SS 2	12-18-20 (38)	100	6.8			
		FILL: Dark Brown, Moist, Sandy Clay, Trace Slag and Gravel.							
709.0	7.5		SS 3	14-16-20 (36)	100	12.8		0.5	
	10.0		SS 4	15-17-26 (43)	100	10.4			
	12.5								
	15.0	Brown, Moist to Wet, Fine to Medium Coarse SAND, With Gravel	SS 5	16-20-20 (40)	100				
		Occasional Silt Lenses @ ±24'.							
	17.5								
	20.0		SS 6	14-18-24 (42)	100				
	22.5								
691.0	25.0		SS 7	14-18-26 (44)	100				
		Bottom of Boring at 25.0 ft							
	27.5								
	30.0								

# TEST BORING LOG

BORING NO.: **B-4**  
 SHEET 1 OF 1  
 GME PROJECT NO: **G25-042880**  
 STRUCTURE \_\_\_\_\_  
 DATUM : \_\_\_\_\_  
 DATE STARTED : 05-16-25  
 DRILLER/INSP : DB/AB

CLIENT: Veridus Group Inc.  
 PROJECT TYPE : Proposed Building Expansion - Western Library  
 LOCATION : 323 South Sheridan Street, South Bend, IN

ELEVATION : <u>716.0</u>	BORING METHOD : <u>ASTM D-1586</u>	LATITUDE : <u>41.672595</u>
STATION : _____	RIG TYPE : <u>Skid</u>	LONGITUDE : <u>-86.304461</u>
OFFSET : _____	CASING DIA. : <u>3.3 in</u>	
LINE : _____	HAMMER : <u>Auto</u>	
DEPTH : <u>25.0 ft</u>		

GROUNDWATER: ☐ Encountered at 15.0 ft ☒ At completion 15.0 ft ☒ Caved in at 15.0 ft

STRATUM ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	SAMPLE NUMBER	SPT per 6" (N)	% RECOVERY	% MOISTURE CONTENT	UNCONF. COMP., tsf	Qp (tsf)	REMARKS
715.8		±2" ASPHALT PRODUCT.							
	2.5	FILL: Brown, Moist, Fine to Medium Coarse Silty Sand and Gravel, Trace Slag.	SS 1	4-3-3 (6)	100				
711.0	5.0		SS 2	12-15-20 (35)	100	5.9			
	7.5		SS 3	12-18-24 (42)	100	7.4			
	10.0		SS 4	16-20-25 (45)	100	4.6			
	12.5								
	15.0	Brown, Moist to Wet, Fine to Medium Coarse SAND and GRAVEL.	SS 5	18-18-22 (40)	100				
	17.5								
	20.0		SS 6	20-22-26 (48)	100				
	22.5								
691.0	25.0	Bottom of Boring at 25.0 ft	SS 7	22-24-28 (52)	100				
	27.5								
	30.0								

# TEST BORING LOG

BORING NO.: **B-5**  
 SHEET 1 OF 1  
 GME PROJECT NO: **G25-042880**  
 STRUCTURE \_\_\_\_\_  
 DATUM : \_\_\_\_\_  
 DATE STARTED : 05-16-25  
 DRILLER/INSP : DB/AB

CLIENT: Veridus Group Inc.  
 PROJECT TYPE : Proposed Building Expansion - Western Library  
 LOCATION : 323 South Sheridan Street, South Bend, IN

ELEVATION : <u>716.0</u>	BORING METHOD : <u>ASTM D-1586</u>	LATITUDE : <u>41.672738</u>
STATION : _____	RIG TYPE : <u>Skid</u>	LONGITUDE : <u>-86.30446</u>
OFFSET : _____	CASING DIA. : <u>3.3 in</u>	
LINE : _____	HAMMER : <u>Auto</u>	
DEPTH : <u>25.0 ft</u>		

GROUNDWATER: ☐ Encountered at 15.0 ft ☒ At completion 15.0 ft ☒ Caved in at 15.0 ft

STRATUM ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	SAMPLE NUMBER	SPT per 6" (N)	% RECOVERY	% MOISTURE CONTENT	UNCONF. COMP., tsf	Qp (tsf)	REMARKS
715.8		±2" ASPHALT PRODUCT.							
	2.5	FILL: Brown, Moist, Fine Sand, Trace Slag Occasional Gravel Seams @ ±4'.	SS 1	12-6-6 (12)	100	13.2			
711.0	5.0		SS 2	15-26-30 (56)	100	6.2			
	7.5		SS 3	14-20-28 (48)	100	12.9			
	10.0		SS 4	15-25-30 (55)	100	4.6			
	12.5								
	15.0	Brown, Moist to Wet, Fine to Medium Coarse SAND Occasional Gravel Seams.	SS 5	20-25-25 (50)	100				
	17.5								
	20.0		SS 6	15-16-28 (44)	100				
	22.5								
691.0	25.0	Bottom of Boring at 25.0 ft	SS 7	-Rock- ( )	0				
	27.5								
	30.0								

# TEST BORING LOG

BORING NO.: **B-6**  
 SHEET 1 OF 1  
**GME PROJECT NO:** **G25-042880**  
 STRUCTURE \_\_\_\_\_  
 DATUM : \_\_\_\_\_  
 DATE STARTED : 05-16-25  
 DRILLER/INSP : DB/AB

CLIENT: Veridus Group Inc.  
 PROJECT TYPE : Proposed Building Expansion - Western Library  
 LOCATION : 323 South Sheridan Street, South Bend, IN

ELEVATION : <u>716.0</u>	BORING METHOD : <u>ASTM D-1586</u>	LATITUDE : <u>41.672896</u>
STATION : _____	RIG TYPE : <u>Skid</u>	LONGITUDE : <u>-86.304821</u>
OFFSET : _____	CASING DIA. : <u>3.3 in</u>	
LINE : _____	HAMMER : <u>Auto</u>	
DEPTH : <u>15.0 ft</u>		

GROUNDWATER: ☒ Encountered at 14.0 ft ☒ At completion Dry

STRATUM ELEVATION	SAMPLE DEPTH	SOIL/MATERIAL DESCRIPTION	SAMPLE NUMBER	SPT per 6" (N)	% RECOVERY	% MOISTURE CONTENT	UNCONF. COMP., tsf	Qp (tsf)	REMARKS
715.8		±2" ASPHALT PRODUCT.							
714.8		±12" Black, Sandy TOPSOIL.							
	2.5		SS 1	3-3-3 (6)	100	20.1			
		POSSIBLE FILL: Brown and Black, Moist, Sand, Trace Organics.							
711.0	5.0		SS 2	4-5-8 (13)	100	12.9			
	7.5		SS 3	8-8-10 (18)	100	5.2			
	10.0	Brown, Moist to Wet, Fine to Medium Coarse SAND.	SS 4	10-12-14 (26)	100	4.8			
	12.5								
701.0	15.0		SS 5	10-14-16 (30)	100				
		Bottom of Boring at 15.0 ft							
	17.5								
	20.0								
	22.5								
	25.0								
	27.5								
	30.0								

# GENERAL NOTES

## SAMPLE IDENTIFICATION

Visual soil classifications are made in general accordance with the United States Soil Classification System on the basis of textural and particle size categorization, and various soil behavior and characteristics. Visual classifications should be made by appropriate laboratory testing when more exact soil identification is required to satisfy specific project applications criteria.

## RELATIVE PROPORTIONS OF COHESIONLESS SOILS

<u>Term</u>	<u>Defining Range by % of Weight</u>
Trace	1-10 %
Little	11-20 %
Some	21-35 %
And	36-50 %

### **WATER LEVEL MEASUREMENT**

NE	No Water Encountered
BF	Backfilled upon Completion

### **ORGANIC CONTENT BY COMBUSTION METHOD**

<u>Soil Description</u>	<u>LOI</u>
w/ organic matter	4-15 %
Organic Soil (A-8)	16-30 %
Peat (A-8)	More than 30%

### **LABORATORY TESTS**

Qp	Penetrometer Reading, tsf
Qu	Unconfined Strength, tsf
MC	Moisture Content, %
LL	Liquid Limit, %
PL	Plastic Limit, %
PI	Plastic Index
SL	Shrinkage Limit, %
pH	Measure of Soil Alkalinity/Acidity
$\gamma$	Dry Unit Weight, pcf
LOI	Loss of Ignition, %

## DRILLING AND SAMPLING SYMBOLS

AS	Auger Sample
BS	Bag Sample
PID	Photo ionization Detector (Hnu meter) volatile vapor level,(PPM)
COA	Clean-Out Auger
CS	Continuous Sampling
FA	Flight Auger
HA	Hand Auger
HAS	Hollow Stem Auger
NR	No Recovery
PT	3" O.D. Piston Tube Sample
RB	Rock Bit
RC	Rock Coring
REC	Recovery
RQD	Rock Quality Designation
RS	Rock Sounding
S	Soil Sounding
SS	2" O.D. Split-Barrel Sample
2ST	2" O.D. Tin-Walled Tube Sample
3ST	3" O.D. Thin-Walled Tube Sample
VS	Vane Shear Test
DB	Diamond Bit
WS	Wash Sample
RB	Roller Bit
ST	Shelby Tube, 2" O.D. or 3" O.D.
CB	Carbide Bit
WOH	Weight of the Hammer

### **GRAIN SIZE TERMINOLOGY**

### **RELATIVE DENSITY**

### **CONSISTENCY**

### **PLASTICITY**

<u>Soil fraction</u>	<u>Particle size</u>	<u>Us standard sieve size</u>	<u>Term</u>	<u>"N" Value</u>	<u>Term</u>	<u>"N" Value</u>	<u>Term</u>	<u>Plastic Index</u>
Boulders	larger than 75 mm	Larger than 3"	Very Loose	0-5	Very Soft	0-3	None to Slight	0-4
Gravel	2mm to 75 mm	#10 to 75 mm	Loose	6-10	Soft	4-5	Slight	5-7
Coarse Sand	0.425 mm to 2 mm	#40 to #10	Medium Dense	11-30	Medium Stiff	6-10	Medium	8-22
Fine Sand	0.075mm to 0.425 mm	#200 to #40	Dense	31-50	Stiff	11-15	High/Very High	Over 22
Silt	0.002 mm to 0.075 mm	Smaller than #200	Very Dense	51+	Very Stiff	16-30		
Clay	Smaller than 0.002 mm	Smaller than #200			Hard	31+		

Note(s):

The penetration resistance, "N" Value, is the summation of the number of blows required to effect two successive 6-inch penetrations of the 2-inch split-barrel sampler. The sampler is driven with a 140-lb. weight falling 30-inches and is seated to a depth of 6-inches before commencing the standard penetration test.

Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils

## **GME TESTING**

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# SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS  MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS  MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS  (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES  (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS  MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS  (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES  (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS  MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS  LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS  LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

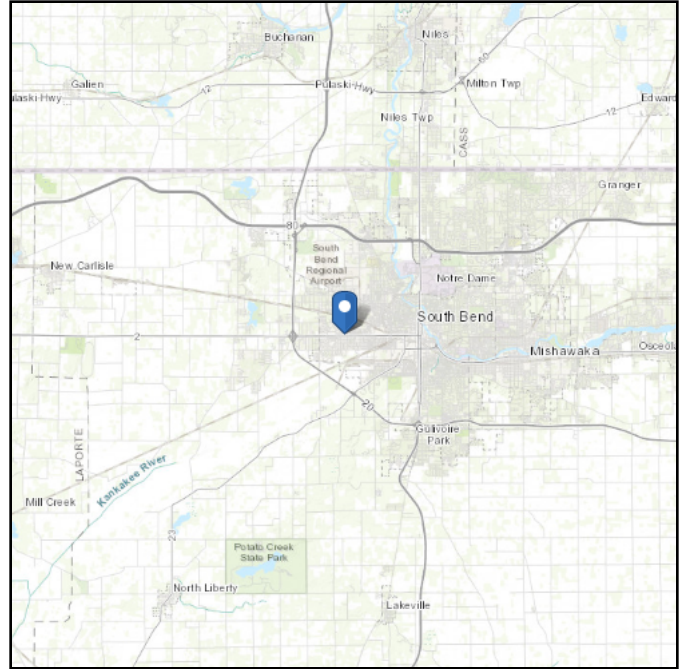
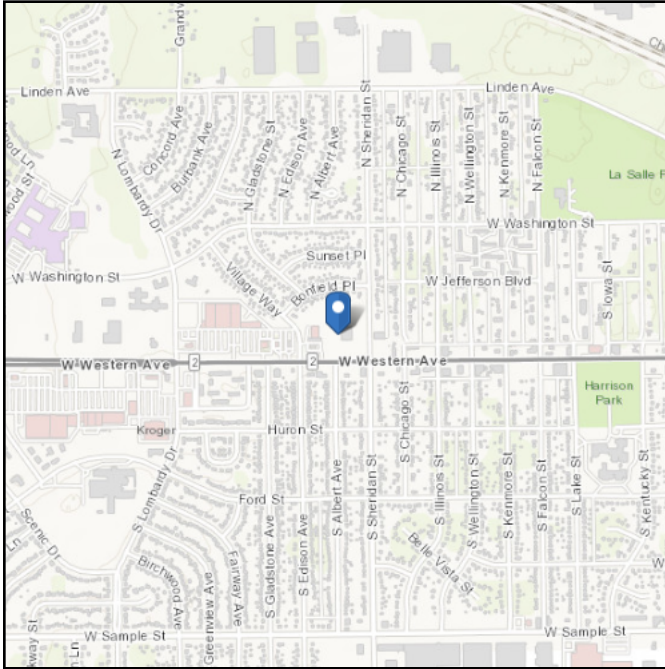


# ASCE Hazards Report

**Address:**  
No Address at This Location

**Standard:** ASCE/SEI 7-10  
**Risk Category:** III  
**Soil Class:** D - Stiff Soil

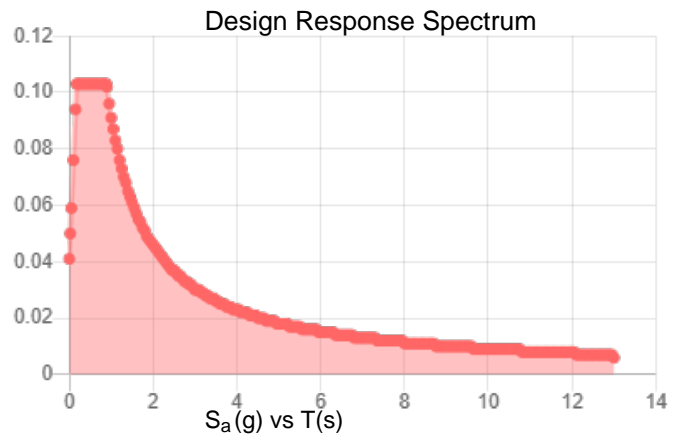
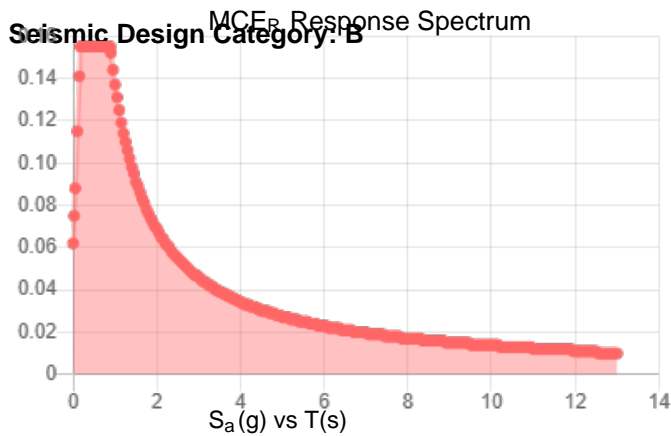
**Latitude:** 41.672595  
**Longitude:** -86.304461  
**Elevation:** 713.7540610127014 ft  
(NAVD 88)



**Site Soil Class:** D - Stiff Soil

**Results:**

$S_S$ :	0.097	$S_{D1}$ :	0.091
$S_1$ :	0.057	$T_L$ :	12
$F_a$ :	1.6	$PGA$ :	0.045
$F_v$ :	2.4	$PGA_M$ :	0.071
$S_{MS}$ :	0.155	$F_{PGA}$ :	1.6
$S_{M1}$ :	0.137	$I_e$ :	1.25
$S_{DS}$ :	0.103		



**Data Accessed:** Mon Jun 02 2025

**Date Source:**

USGS Seismic Design Maps based on ASCE/SEI 7-10, incorporating Supplement 1 and errata of March 31, 2013, and ASCE/SEI 7-10 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-10 Ch. 21 are available from USGS.

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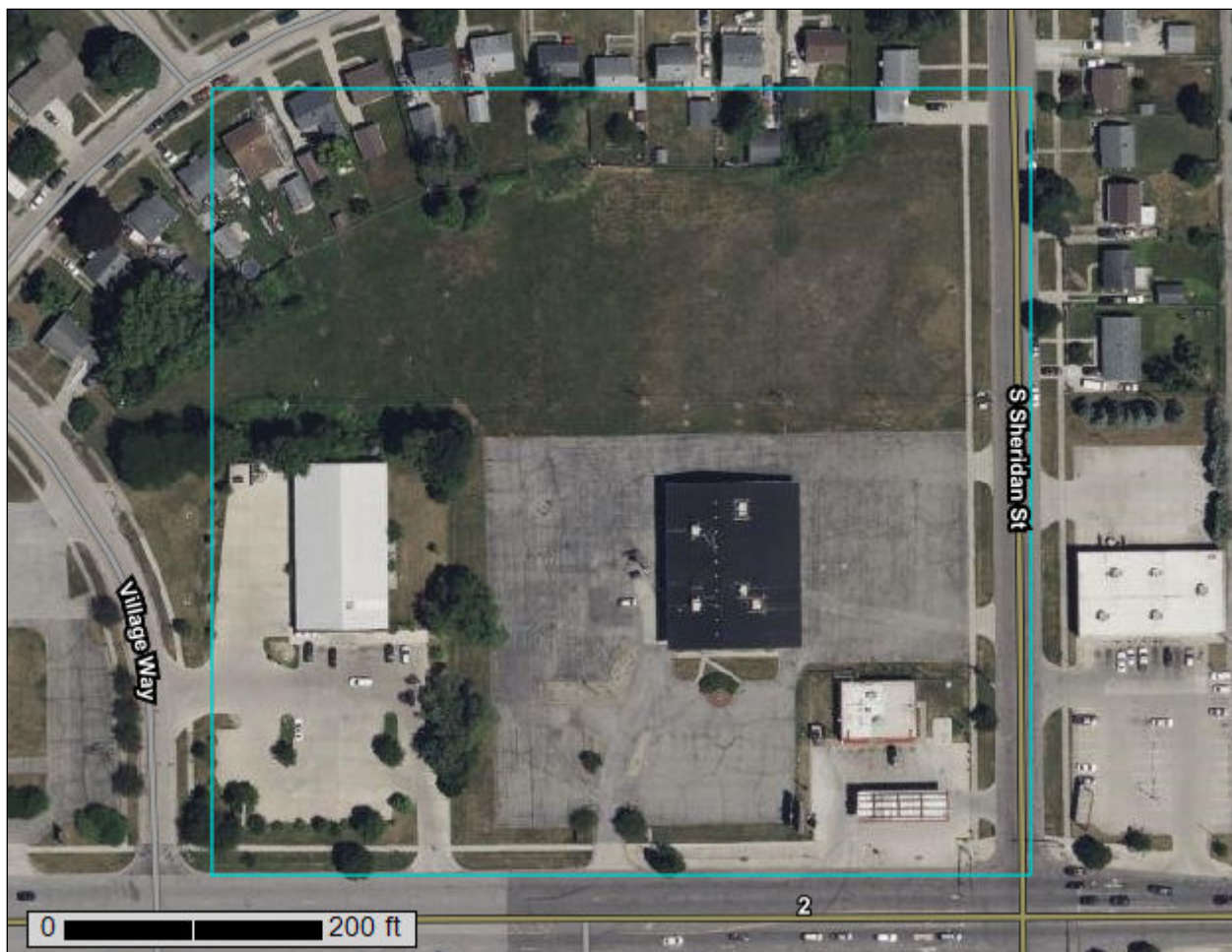
United States  
Department of  
Agriculture

**NRCS**

Natural  
Resources  
Conservation  
Service

A product of the National  
Cooperative Soil Survey,  
a joint effort of the United  
States Department of  
Agriculture and other  
Federal agencies, State  
agencies including the  
Agricultural Experiment  
Stations, and local  
participants

# Custom Soil Resource Report for **St. Joseph County, Indiana**



May 30, 2025

# Preface

---

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist ([http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2\\_053951](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951)).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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# How Soil Surveys Are Made

---

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil



scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

## Custom Soil Resource Report

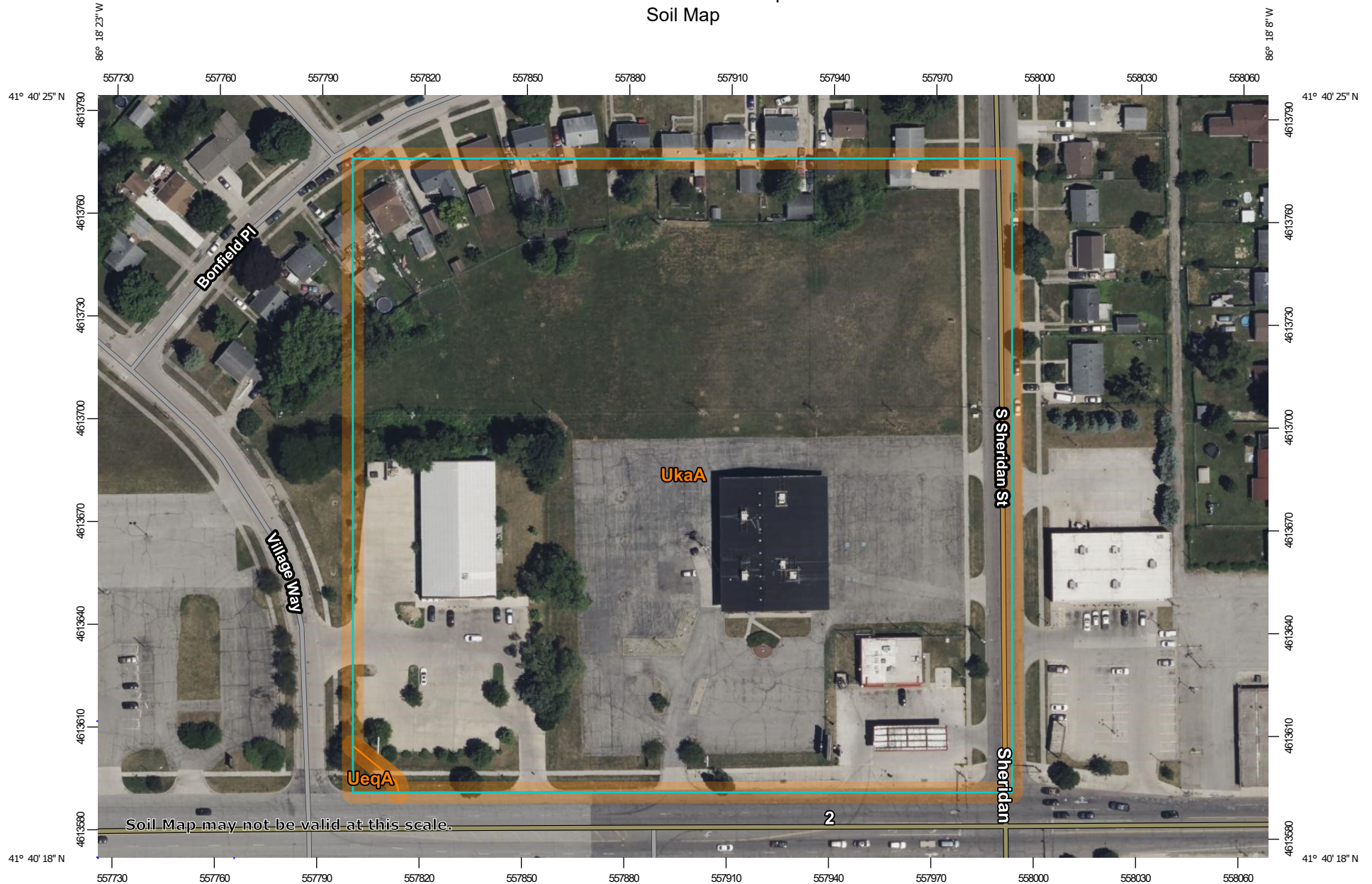
identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

---

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

# Custom Soil Resource Report Soil Map



Soil Map may not be valid at this scale.

Map Scale: 1:1,570 if printed on A landscape (11" x 8.5") sheet.

0 20 40 80 120 Meters


0 50 100 200 300 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

# Custom Soil Resource Report


## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

### Special Point Features

 Blowout

 Borrow Pit


 Clay Spot


 Closed Depression

 Gravel Pit

 Gravelly Spot


 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry


 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot


 Sinkhole

 Slide or Slip


 Sodic Spot

 Spoil Area

 Stony Spot


 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

### Water Features

 Streams and Canals


### Transportation

 Rails


 Interstate Highways

 US Routes

 Major Roads

 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Joseph County, Indiana  
Survey Area Data: Version 28, Aug 24, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 16, 2022—Jun 21, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
UeqA	Urban land-Gilford complex, 0 to 1 percent slopes	0.0	0.3%
UkaA	Urban land-Maumee complex, 0 to 1 percent slopes	8.8	99.7%
<b>Totals for Area of Interest</b>		<b>8.9</b>	<b>100.0%</b>

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

## St. Joseph County, Indiana

### UeqA—Urban land-Gilford complex, 0 to 1 percent slopes

#### Map Unit Setting

*National map unit symbol:* nk2t  
*Elevation:* 360 to 1,200 feet  
*Mean annual precipitation:* 34 to 40 inches  
*Mean annual air temperature:* 47 to 50 degrees F  
*Frost-free period:* 140 to 170 days  
*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Urban land:* 50 percent  
*Gilford and similar soils:* 40 percent  
*Minor components:* 10 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Urban Land

##### Setting

*Landform:* Outwash plains

##### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 8  
*Hydric soil rating:* Unranked

#### Description of Gilford

##### Setting

*Landform:* Depressions on outwash plains, drainageways on outwash plains  
*Landform position (two-dimensional):* Footslope, toeslope  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave  
*Parent material:* Loamy outwash over sandy outwash

##### Typical profile

*A - 0 to 14 inches:* sandy loam  
*Bg - 14 to 32 inches:* sandy loam  
*BCg - 32 to 38 inches:* loamy sand  
*Cg - 38 to 80 inches:* sand

##### Properties and qualities

*Slope:* 0 to 1 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Poorly drained  
*Runoff class:* Very low  
*Capacity of the most limiting layer to transmit water (Ksat):* High (2.00 to 6.00 in/hr)  
*Depth to water table:* About 0 to 12 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* Frequent  
*Calcium carbonate, maximum content:* 30 percent  
*Available water supply, 0 to 60 inches:* Moderate (about 6.1 inches)



**Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 2w  
*Hydrologic Soil Group:* A/D  
*Ecological site:* R098XB034IN - Kankakee Wet Drift Flats  
*Hydric soil rating:* Yes

**Minor Components**

**Sebewa**

*Percent of map unit:* 5 percent  
*Landform:* Depressions on outwash plains, depressions on till plains  
*Landform position (two-dimensional):* Footslope, toeslope  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave  
*Ecological site:* R098XB034IN - Kankakee Wet Drift Flats  
*Hydric soil rating:* Yes

**Rensselaer**

*Percent of map unit:* 3 percent  
*Landform:* Depressions on outwash plains, depressions on till plains  
*Landform position (two-dimensional):* Footslope, toeslope  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave  
*Ecological site:* R098XB034IN - Kankakee Wet Drift Flats  
*Hydric soil rating:* Yes

**Brady**

*Percent of map unit:* 2 percent  
*Landform:* Outwash terraces, outwash plains  
*Landform position (two-dimensional):* Summit, shoulder, backslope  
*Landform position (three-dimensional):* Side slope  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Ecological site:* R098XB033IN - Kankakee Moist Drift Flats  
*Hydric soil rating:* No

**UkaA—Urban land-Maumee complex, 0 to 1 percent slopes**

**Map Unit Setting**

*National map unit symbol:* nk36  
*Elevation:* 360 to 1,530 feet  
*Mean annual precipitation:* 34 to 40 inches  
*Mean annual air temperature:* 47 to 50 degrees F  
*Frost-free period:* 140 to 170 days  
*Farmland classification:* Not prime farmland

**Map Unit Composition**

*Urban land:* 50 percent

## Custom Soil Resource Report

*Maumee and similar soils: 40 percent*

*Minor components: 10 percent*

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Urban Land

#### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 8

*Hydric soil rating:* Unranked

### Description of Maumee

#### Setting

*Landform:* Depressions on lake plains, depressions on outwash plains

*Landform position (two-dimensional):* Footslope, toeslope

*Down-slope shape:* Linear

*Across-slope shape:* Concave

*Parent material:* Sandy outwash

#### Typical profile

*A - 0 to 23 inches:* loamy sand

*Bg - 23 to 61 inches:* sand

*Cg - 61 to 80 inches:* sand

#### Properties and qualities

*Slope:* 0 to 1 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Poorly drained

*Runoff class:* Negligible

*Capacity of the most limiting layer to transmit water (Ksat):* High to very high (6.00 to 20.00 in/hr)

*Depth to water table:* About 6 to 12 inches

*Frequency of flooding:* None

*Frequency of ponding:* Frequent

*Calcium carbonate, maximum content:* 40 percent

*Available water supply, 0 to 60 inches:* Low (about 5.5 inches)

#### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 3w

*Hydrologic Soil Group:* A/D

*Ecological site:* R098XB034IN - Kankakee Wet Drift Flats

*Hydric soil rating:* Yes

### Minor Components

#### Gilford

*Percent of map unit:* 4 percent

*Landform:* Depressions on outwash plains, drainageways on outwash plains

*Landform position (two-dimensional):* Footslope, toeslope

*Down-slope shape:* Linear

*Across-slope shape:* Concave

*Ecological site:* R098XB034IN - Kankakee Wet Drift Flats

*Hydric soil rating:* Yes

#### Granby

*Percent of map unit:* 4 percent

## Custom Soil Resource Report

*Landform:* Depressions on outwash plains, flats on outwash plains, drainageways on outwash plains

*Landform position (two-dimensional):* Footslope, toeslope

*Down-slope shape:* Linear

*Across-slope shape:* Concave

*Ecological site:* R098XB034IN - Kankakee Wet Drift Flats

*Hydric soil rating:* Yes

### **Morocco**

*Percent of map unit:* 2 percent

*Landform:* Outwash plains

*Landform position (two-dimensional):* Summit, shoulder, backslope

*Landform position (three-dimensional):* Side slope

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Ecological site:* F098XB031IN - Kankakee Acidic Interdunes

*Hydric soil rating:* No

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- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

## Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2\\_054242](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242)

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## SECTION 004113 - BID FORM

Bids will be received until 1:00 p.m. local time (EDT), September 24, 2025 for the "SJCPL Western Addition/Renovation". Bids shall be delivered to SJCPL Main Branch Library – Third Floor Administrative Office

Bidder Company Name, Address and Phone Number:

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**BASE BID** (including Taxes, fees, unit prices, permits, allowances, etc). \$ \_\_\_\_\_

<b>Alternate 1:</b> Basketball Court	<b>ADD</b> \$ _____
<b>Alternate 2:</b> East Play Area	<b>ADD</b> \$ _____
<b>Alternate 3:</b> West Site Development	<b>ADD</b> \$ _____
<b>Alternate 4:</b> Specialty Ceiling Product	<b>ADD / DEDUCT</b> \$ _____
<b>Alternate 5:</b> Wood Wallcovering	<b>DEDUCT</b> \$ _____
<b>Alternate 6:</b> Motorized Operable Wall	<b>DEDUCT</b> \$ _____
<b>Alternate 7:</b> Site Irrigation	<b>ADD</b> \$ _____
<b>Allowance:</b> Quarry Tile Repair	<b>\$ 7,500.00</b> _____

Owner reserves the right to choose any combination of Alternates as part of the "scope of work".

Anticipated start date: \_\_\_\_\_

Anticipated completion date for Substantial Completion (for all phases): \_\_\_\_\_

### Bid Submission Checklist:

- ☐ Sealed Envelope
- ☐ Bid Form
- ☐ State Form No. 96
- ☐ Bid Security Certificate
- ☐ Financial Statement

1.1 CONTRACTOR'S LICENSE

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

1.2 SUBMISSION OF BID

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2025.
- B. Submitted By: \_\_\_\_\_ (Bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).
- F. Witnessed By: \_\_\_\_\_ (Handwritten signature).
- G. Attest: \_\_\_\_\_ (Handwritten signature).
- H. By: \_\_\_\_\_ (Type or print name).
- I. Title: \_\_\_\_\_ (Corporate Secretary or Assistant Secretary).
- J. Street Address: \_\_\_\_\_.
- K. City, State, Zip: \_\_\_\_\_.
- L. Phone: \_\_\_\_\_.
- M. License No.: \_\_\_\_\_.
- N. Federal ID No.: \_\_\_\_\_ (Affix Corporate Seal Here).

**NOTES:**

Requests for substitutions must be complete and received by the architect not less than five business days before bid date.

1. Refer to the Bid Terms and Condition for additional information.
2. Most specification sections in the Project Manual contain requirements for qualifications, quality assurance and/or accepted products and materials. In submitting a bid each bidder warrants that all materials, suppliers, and subcontractors meet the stated requirements. Rejection by Architect or Owner of any materials, supplier, or subcontractor failing to meet the requirements will not be cause for any increase in project cost or schedule.
3. Guarantee of Prices: By signing and submitting a proposal, Bidder agrees to guarantee the bids (prices) for sixty (60) consecutive days from date of submittal and to enter into an agreement with the Owner to perform work for the stated bid sums at any time during this period. Further, the Bidder agrees to guarantee Alternate Bid Sums for those Alternate Bids not initially acceptable in the Notice of Award or Agreement for an additional sixty (60) days from the date of Notice of Award.
4. No bidder, after being awarded the contract, shall be allowed any extra compensation for reason of his failure to inform himself/herself fully, prior to his bidding, of all requirements of the contract documents, drawings, specifications, and the circumstances of the building site.
5. Bidders represent that at the time bids are submitted for consideration, have no questions regarding ambiguity and are submitting bids that will result in a project completed as per the intent of the plans and specifications.
6. Failure to bid requested alternates not listed as optional may be considered justification for rejection of the entire bid.

Bidder's Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Addenda Received: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF SECTION 004113**



# **AIA® Document A101® – 2017**

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

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

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

St Joeseeph County Public Library (SJCPL)  
304 S. Main Street  
South Bend, IN 46601

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

TBD – This contract is being provided as a draft  
For the bid document Spec Manual.

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

SJCPL Western Renovations & Addition  
4163 W. Western Avenue  
South Bend, IN 46619  
[MKM Project No. 25005]

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

MKM architecture + design, inc.  
435 E. Brackenridge Street  
Fort Wayne, IN 46802  
(260) 422-0783

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

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

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*  
To Be Determined following Contractor Selection.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

- ☐ Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: To Be Determined following Contractor Selection.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be To Be Determined following Contractor Selection (\$ ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
To Be Determined following Contractor Selection.	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
To Be Determined following Contractor Selection.		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
To Be Determined following Contractor Selection.	

**§ 4.4 Unit prices, if any:**

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

Item	Units and Limitations	Price per Unit (\$0.00)
To Be Determined following Contractor Selection.		

**§ 4.5 Liquidated damages, if any:**

(Insert terms and conditions for liquidated damages, if any.)

Contractor understands that if Substantial Completion of entire work is not attained by the Substantial Completion Deadline identified in this Agreement, owner will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if substantial completion of the entire work is not attained by the Substantial Completion Deadline, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each calendar day thereafter until the date of Substantial Completion as liquidated damages. If the Contract Time is extended by Change Order, the Substantial Completion Deadline shall be extended accordingly, unless otherwise provided in any such Change Order. Contractor hereby waives and relinquishes any claim that the liquidated damages are

herein provided are a penalty and agrees that such liquidated damages are a fair and reasonable estimate of Owner's damages liquidated herein at the time of contracting.

- Owner may deduct liquidated damages described in Section 4.5 from any unpaid amounts then or thereafter due Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with interest from the date of the demand, at the rate agreed to in this Agreement.

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

None.

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

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

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

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

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

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

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Three Percent (3%).

#### § 5.1.7.1.1 Intentionally Deleted

#### § 5.1.7.2 Intentionally Deleted

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant with Article 9 of AIA Document A201–2017

.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

#### § 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

.

#### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Per Indiana Code 5-17-5-1-A.

### ARTICLE 6 DISPUTE RESOLUTION

#### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

Stephanie Murphy, Executive Director  
St. Joseph County Public Library  
304 S. Main Street  
South Bend, IN 46601

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

To Be Determined following Contractor Selection.

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Intentionally Deleted.
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:  
*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

- .5 Drawings

Number	Title	Date
To Be Determined following Contractor Selection.		

- .6 Specifications

Section	Title	Date	Pages
To Be Determined following Contractor Selection.			

- .7 Addenda, if any:

Number	Date	Pages
To Be Determined following Contractor Selection.		

- .8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

None.

- .9 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA*

*Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

None.

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

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)



## ***General Conditions of the Contract for Construction***

**for the following PROJECT:**

*(Name and location or address)*

SJCPL Western Renovations & Addition  
4163 W. Western Avenue  
South Bend, IN 46619  
[MKM Project No. 25005]

**THE OWNER:**

*(Name, legal status and address)*

St Joeseeph County Public Library (SJCPL)  
304 S. Main Street  
South Bend, IN 46601

**THE ARCHITECT:**

*(Name, legal status and address)*

MKM architecture + design, inc.  
  
435 E. Brackenridge Street  
Fort Wayne, IN 46802

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- 10 PROTECTION OF PERSONS AND PROPERTY**

**ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

- 
- 11 INSURANCE AND BONDS
  - 12 UNCOVERING AND CORRECTION OF WORK
  - 13 MISCELLANEOUS PROVISIONS
  - 14 TERMINATION OR SUSPENSION OF THE CONTRACT
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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

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



**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

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

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

## **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees..

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

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

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

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

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

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

#### **§ 2.4 Owner's Right to Stop the Work**

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

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**



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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions

only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

### **§ 3.5 Warranty**

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

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

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

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon

receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

### **§ 3.9 Superintendent**

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

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to



the Owner and Architect.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

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

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

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

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

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but



shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

### **§ 4.2 Administration of the Contract**

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

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

### **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

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

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

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

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

### **§ 5.3 Subcontractual Relations**

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

### **§ 5.4 Contingent Assignment of Subcontracts**



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

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

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### **§ 6.2 Mutual Responsibility**

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

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## **ARTICLE 8 TIME**

### **§ 8.1 Definitions**

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### **§ 8.2 Progress and Completion**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### **§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.

### **§ 9.3 Applications for Payment**



**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the



Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### **§ 9.8 Substantial Completion**

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

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from  
.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;



- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### **§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall

provide sufficient detail to enable the other party to investigate the matter.

### **§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has a reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors,



subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of



uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

#### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

#### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction

financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### **§ 13.3 Rights and Remedies**

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **§ 13.5 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency, that requires all Work to be

- stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
  - .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 Claims**

##### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

##### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

##### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

##### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall



continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

**§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 15.1.7 Waiver of Claims for Consequential Damages**

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute may file litigation respecting the dispute as set forth in Section 6.3 of AIA Document A101-2017.

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

### § 15.4 Arbitration – Intentionally Omitted

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its~~

Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

#### ~~§ 15.4.4 Consolidation or Joinder~~

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

~~§ 15.4.4.2~~ Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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



## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
- C. Related Requirements:
- D. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- E. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- F. Purchase products and systems selected by Architect from the designated supplier.

#### 1.2 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.4 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by under allowance and shall include taxes, freight, and delivery to Project site.

- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

## 1.5 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Lump-Sum Allowance: Include the sum of \$7,500 for miscellaneous repair and replacement of existing quarry tile flooring in the Kitchen.
  - 1. This allowance includes material, receiving, handling, and installation costs, and Contractor overhead and profit.

END OF SECTION 012100

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

#### 1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on **AIA Document G710**.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

#### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 14 calendar days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on **AIA Document G701**.

#### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on **AIA Document G714**. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

(Items C through I added via Addendum #2)

- C. Change Orders will be issued during the course of the project. Small changes in scope of work. Or project duration may be handled by authorized letter to proceed from the architect. If that occurs, the proposed change in cost or time extension will be notified on the following change order.
- D. Maximum Change Order Mark-up: Complete and total mark-up for overhead and profit, including all subcontractors and prime contractors, is not permitted to exceed a total/complete mark-up of 8%.

- E. Change orders will be written/issued by the Architect to the general/prime contractor for extra work approved by the owner, architect.
- F. All work requiring a modification in cost or extension of project schedule must be approved by the owner, architect prior to the start of work.
- G. If a change in scope is to be handled on a time and material basis, the contractor must have the architects/owners approval before starting work and must have signed time and material tickets. All tickets must be turned into the General Contractor project superintendent each day and forwarded to the architect weekly.
- H. Any questions regarding change orders procedures shall be directed to the project architect.
- I. Break down of estimated man hours, hourly rates, and material cost must be submitted with each change order request.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012600**

## SECTION 083313 - COILING COUNTER DOORS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Counter door assemblies.
- B. Related Requirements:

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type and size of coiling counter door and accessory.
- B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.
  - 1. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
  - 2. Include diagrams for power, signal, and control wiring.
- C. Samples: For each exposed product and for each color and texture specified.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Record Documents: For fire-rated doors, list of door numbers and applicable room name and number to which door accesses.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

### PART 2 - PRODUCTS

#### 2.1 COUNTER DOOR ASSEMBLY

- A. Counter Door: Coiling counter door formed with curtain of interlocking metal slats.



1. Basis-of-Design: Cornell ESC10 Manual Coiling Counter Door
- B. Operation Cycles: Door components and operators capable of operating for not less than **20,000**.
- C. Door Curtain Material: **Aluminum**.
- D. Door Curtain Slats: **Flat** profile slats of **1-1/2-inch (38-mm)** center-to-center height.
- E. Bottom Bar: Manufacturer's standard continuous channel or tubular shape, fabricated **aluminum extrusion** and finished to **match door**.
- F. Curtain Jamb Guides: **Aluminum** with exposed finish matching curtain slats. **Provide continuous integral wear strips to prevent metal-to-metal contact and to minimize operational noise.**
- G. Hood: **Match curtain material and finish.**
  1. Mounting: **Face of wall.**
- H. Sill Configuration: **No sill.**
- I. Manual Door Operator: **Push-up operation.**
- J. Curtain Accessories: Equip door with **smoke seals, push/pull handles, pole hook.**
- K. Door Finish:
  1. Baked-Enamel or Powder-Coated Finish: **Color as selected by Architect from manufacturer's full range.**

## 2.2 MATERIALS, GENERAL

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## 2.3 DOOR CURTAIN MATERIALS AND FABRICATION

- A. Door Curtains: Fabricate coiling counter door curtain of interlocking metal slats in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:
- B. Curtain Jamb Guides: Manufacturer's standard angles or channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent overtravel of curtain.

## 2.4 HOODS

- A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.
  - 1. Include automatic drop baffle on fire-rated doors to guard against passage of smoke or flame.

## 2.5 LOCKING DEVICES

- A. Locking Device Assembly: Fabricate with cylinder lock, spring-loaded dead bolt, operating handle, cam plate, and adjustable locking bars to engage through slots in tracks.
  - 1. Lock Cylinders: As **specified in Section 087100 "Door Hardware"**.
  - 2. Keys: **Three** for each cylinder.

## 2.6 CURTAIN ACCESSORIES

- A. Smoke Seals: Equip each fire-rated door with replaceable smoke-seal perimeter gaskets or brushes for smoke and draft control as required for door listing and labeling by a qualified testing agency.
- B. Astragal: Equip each door bottom bar with a replaceable, adjustable, continuous, compressible gasket of flexible vinyl, rubber, or neoprene as a cushion bumper.
- C. Push/Pull Handles: Equip each push-up-operated or emergency-operated door with lifting handles on each side of door, finished to match door.
- D. Pole Hooks: Provide pole hooks and poles for doors more than **84 inches (2130 mm)** high.

## 2.7 COUNTERBALANCE MECHANISM

- A. General: Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.
- B. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

## 2.8 MANUAL DOOR OPERATORS

- A. General: Equip door with manual door operator by door manufacturer.
- B. Push-up Door Operation: Design counterbalance mechanism so that required lift or pull for door operation does not exceed **25 lbf (111 N)**.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Install coiling counter doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
- B. Fire-Rated Doors: Install according to NFPA 80.
- C. Smoke-Control Doors: Install according to NFPA 80 and NFPA 105.

### 3.2 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain coiling counter doors.

END OF SECTION 083313

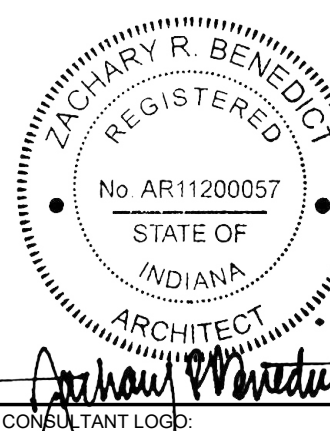




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435 E. Brackenridge Street  
Fort Wayne, Indiana 46802  
P: 260.422.0783  
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CERTIFICATION:



CONSULTANT LOG

KEY PLAN

**Public Library**  
ST. JOE COUNTY

**SJCPL -  
WESTERN  
BRANCH**

RENOVATION AND  
ADDITION

4163 W. WESTERN AVE.,  
SOUTH BEND, IN 46619

REVISIONS:  
2 ADD 2

DATE:  
09/18/2025

SET DESCRIPTION:  
CD BID SET

DRAWING CONTENTS:  
FIRST FLOOR  
REFLECTED CEILING  
PLAN

ISSUE DATE:  
08.27.2025

PROJECT NO.:  
25005

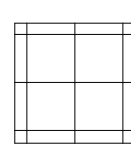
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**A-131**

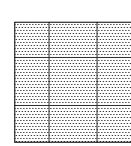
### REFLECTED CEILING PLAN GENERAL NOTES

- CONTRACTOR TO REVIEW REFLECTED CEILING PLANS WITH MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION SYSTEMS TO COORDINATE INSTALLATION AND NOTIFY ARCHITECT IMMEDIATELY IF ANY CONFLICTS OCCUR.
- CONTRACTOR TO SKETCH/SCRIBE ALL BULKHEADS ON THE FLOOR PRIOR TO CONSTRUCTION FOR FIELD COORDINATION.
- FIELD VERIFY ANY ACCESS PANELS WITHIN THE CEILINGS/ SOFFITS WITH ARCHITECT PRIOR TO INSTALLATION. SEE SPECIFICATIONS FOR ACCESS PANELS.
- REFER TO ENLARGED REFLECTED CEILING PLANS FOR SPECIFIC AREAS IF REQUIRED FOR THE PROJECT.
- FOR BULKHEAD FINISH COLOR INFORMATION REFER TO FINISH LEGEND.

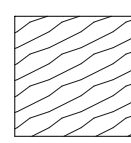
### REFLECTED CEILING FINISH LEGEND



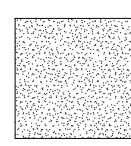
**AGP-1**  
MANUFACTURER: ARMSTRONG COMMERCIAL CEILINGS  
PRODUCT TYPE: CANYON 9/16" BEVELED TEGULAR  
PRODUCT NO.: 1494, NRC 65  
SIZE: 24" X 24" X 5/8"  
COLOR: WHITE  
GRID SYSTEM: SUPRAFINE EXPOSED TEE XL 9/16"



**VFCT-1**  
MANUFACTURER: ARMSTRONG  
PRODUCT TYPE: KITCHEN ZONE LAY-IN  
PRODUCT NO.: 673  
SIZE: 24" X 24" X 5/8"  
COLOR: WHITE  
GRID SYSTEM: 15/16" PRELUDE



**WC-1**  
MANUFACTURER: MOMENTUM TEXTILES  
PRODUCT TYPE: VENEER WALLCOVERING  
- 100% CELLULOSE, CLASS A, ASTM E-84  
COLOR: TBD BY ARCHITECT FROM MANUFACTURER'S FULL RANGE OF WOOD FINISHES

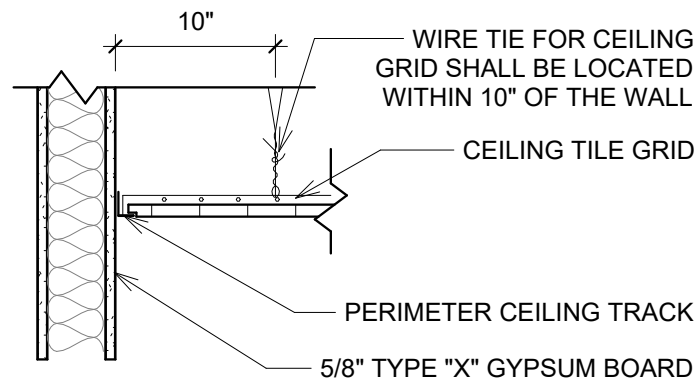


**GYP**  
COLOR: CEILING WHITE  
FINISH: FLAT  
UNLESS NOTED OTHERWISE

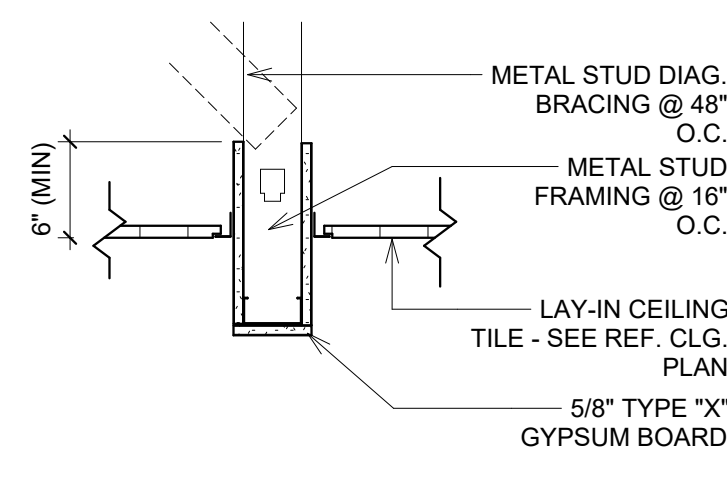
CEILING HEIGHT A.F.F.

### REFLECTED CEILING PLAN NOTES

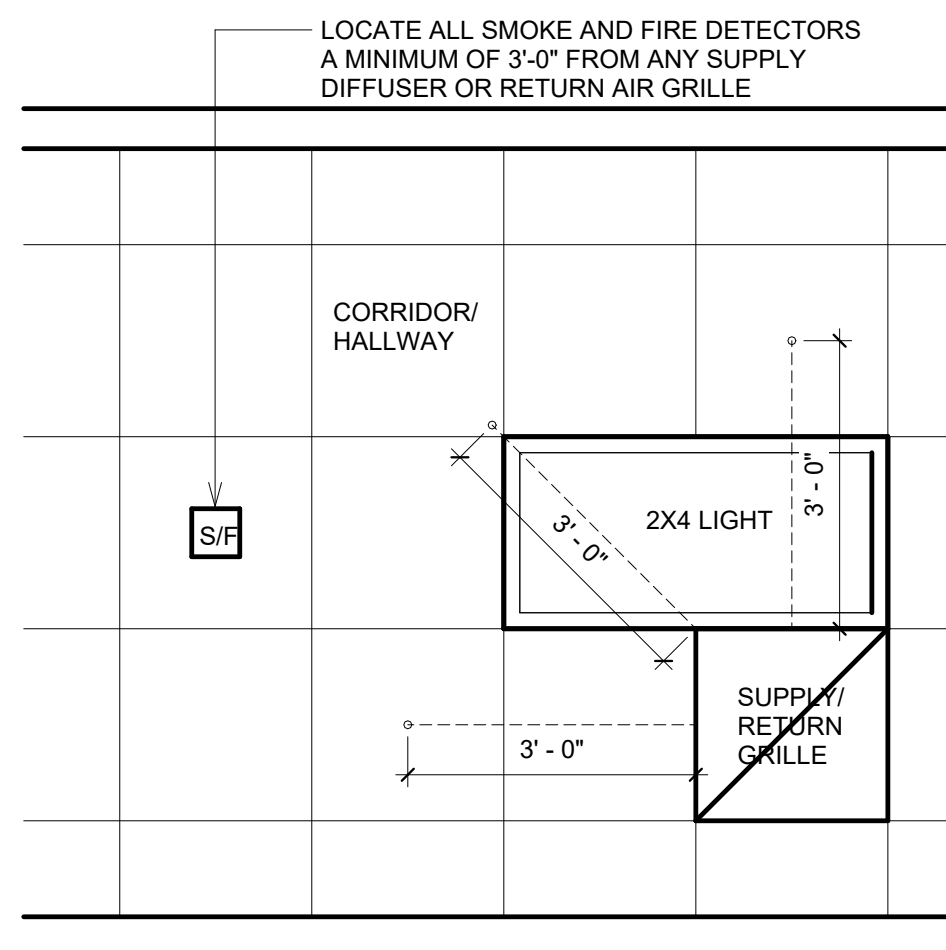
- NEW ACP CEILING GRID AND TILES. SEE REFLECTED CEILING FINISH LEGEND
- NEW GYPSUM BOARD CEILING. SEE REFLECTED CEILING FINISH SCHEDULE
- NEW GYPSUM BULKHEAD. SEE REFLECTED CEILING FINISH SCHEDULE
- NEW WOOD DROP CEILING. SEE REFLECTED CEILING FINISH SCHEDULE
- 6.0 D ACOUSTICAL CEILING BAFFLE SYSTEM (SEE SPEC).
- MOTORIZED PROJECTOR SCREEN OPENING
- DOUBLE-WALL EXTERIOR DUCT TO BE SHOP PRIMED AND PAINTED. COLOR TO BE CHOSEN BY ARCHITECT FROM FULL RANGE OF MFR. FINISHES.
- PROVIDE ACCESS DOOR IN BULKHEAD FOR MOTORIZED WALL PER MFR. REQUIREMENTS
- 3" EIFS SOFFIT ASSEMBLY



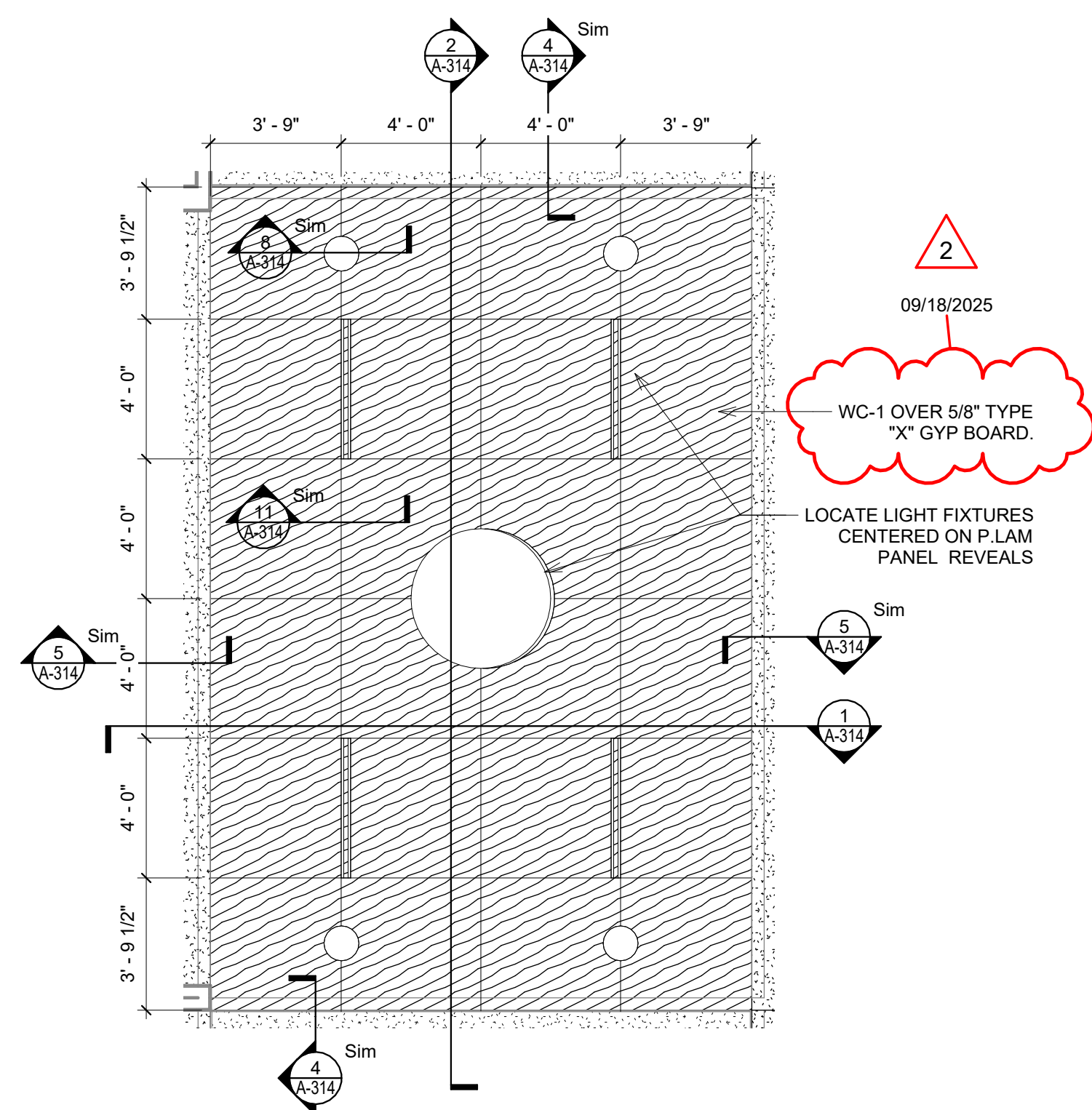
**3 CEILING DTL.**  
1" = 1'-0"



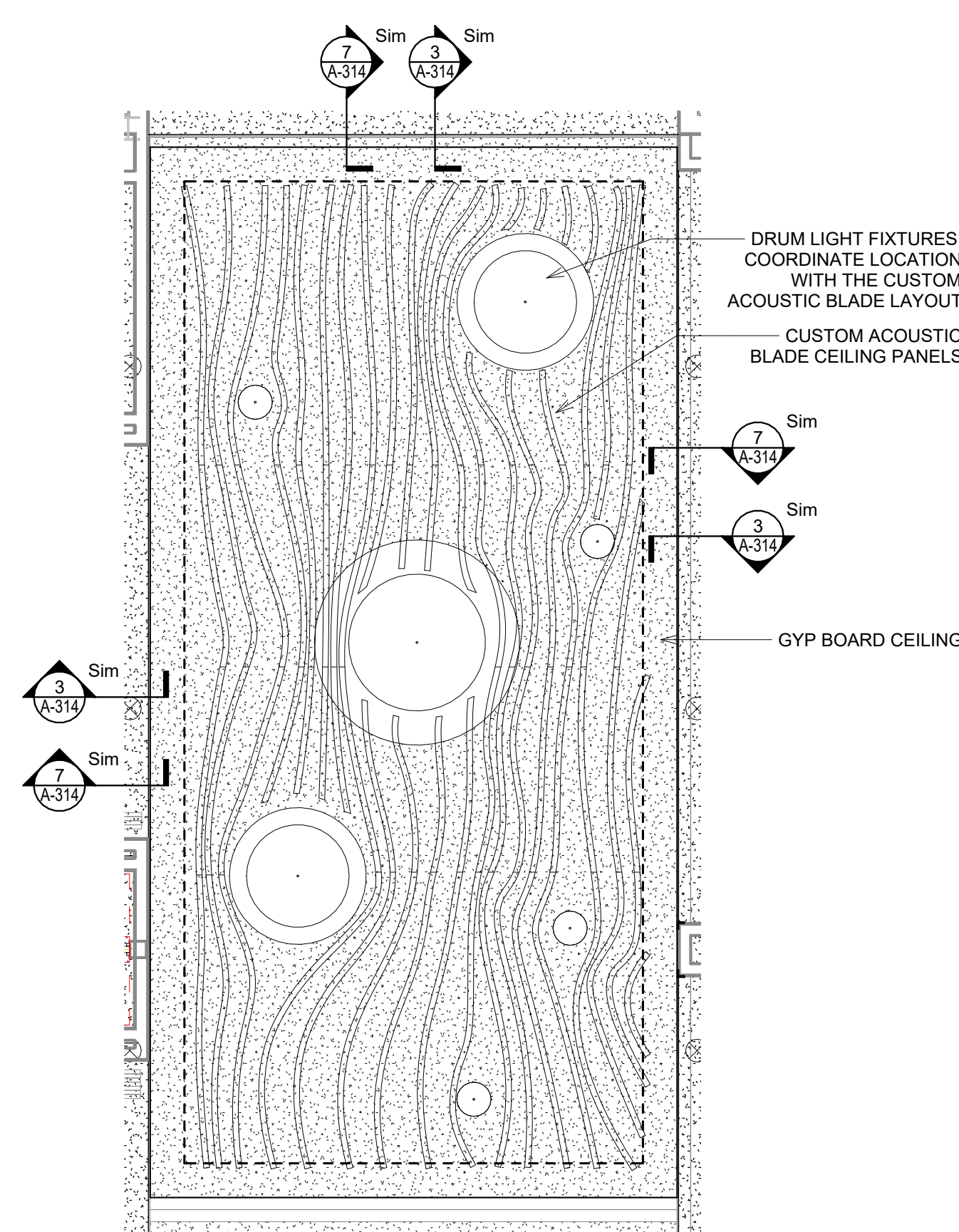
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1" = 1'-0"



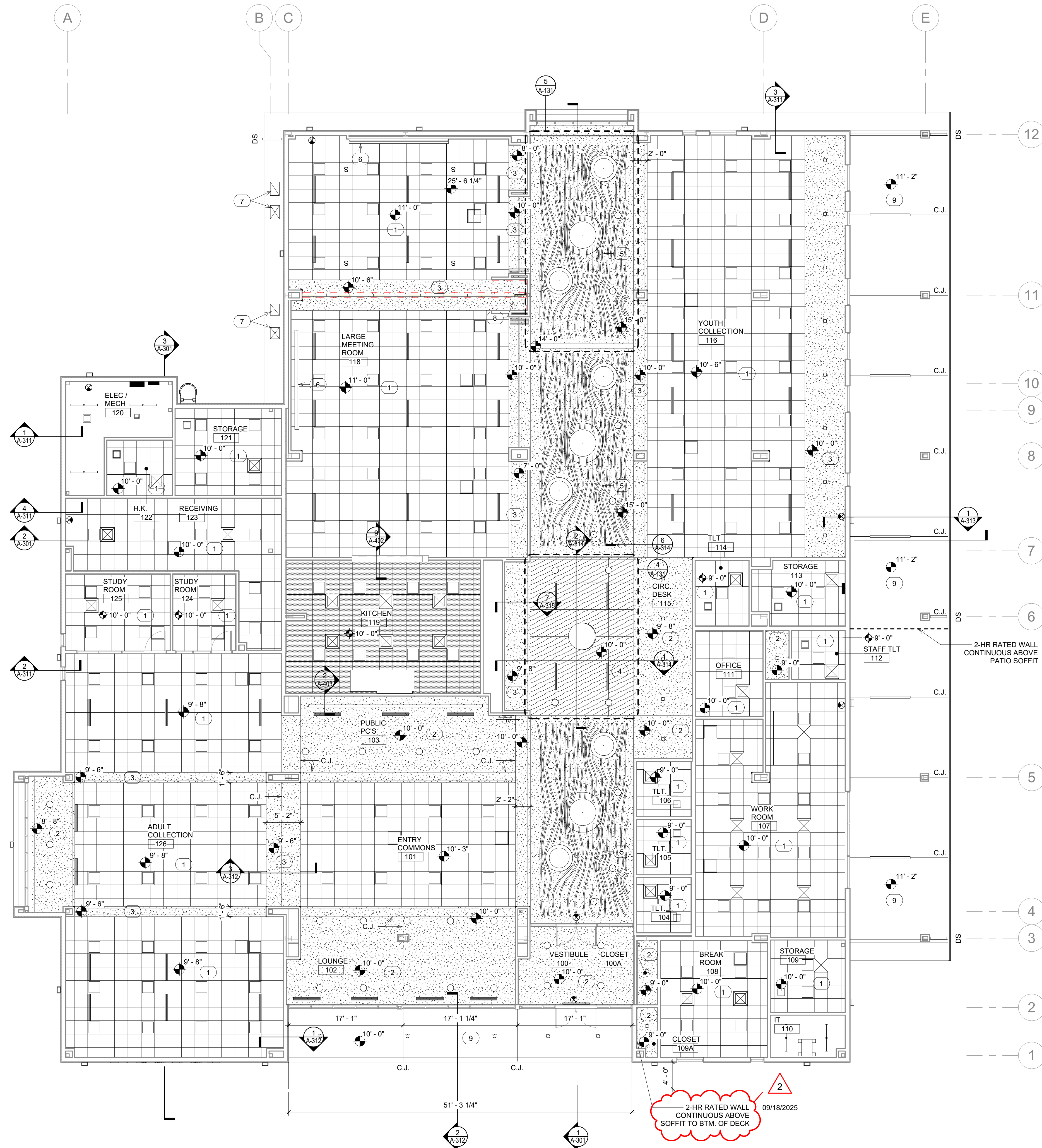
**1 SMOKE/FIRE DETECTOR DTL.**  
1/2" = 1'-0"



**4 ENLARGED PLAN - P.LAM CLG**  
1/4" = 1'-0"



**5 ENLARGED PLAN - ACOUSTIC**  
1/4" = 1'-0"



**FIRST FLOOR REFLECTED CEILING PLAN**  
1/8" = 1'-0"





ISSUE DATE: 08.27.2025	PROJECT NO.: 25005
DRAWING NO.:	

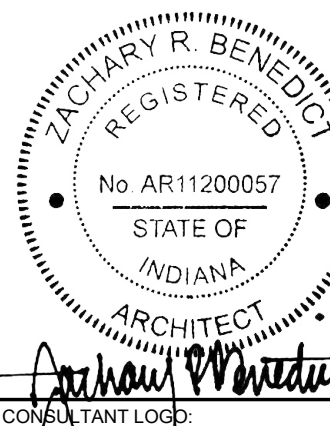




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mkmdesign.com

CERTIFICATION:



CONSULTANT LOGO

KEY PLAN

Public  
Library  
ST. JOE COUNTY

SJCPL -  
WESTERN  
BRANCH

RENOVATION AND  
ADDITION

4163 W. WESTERN AVE.,  
SOUTH BEND, IN 46619

REVISIONS: DATE:  
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2 ADD 2 09/18/2025

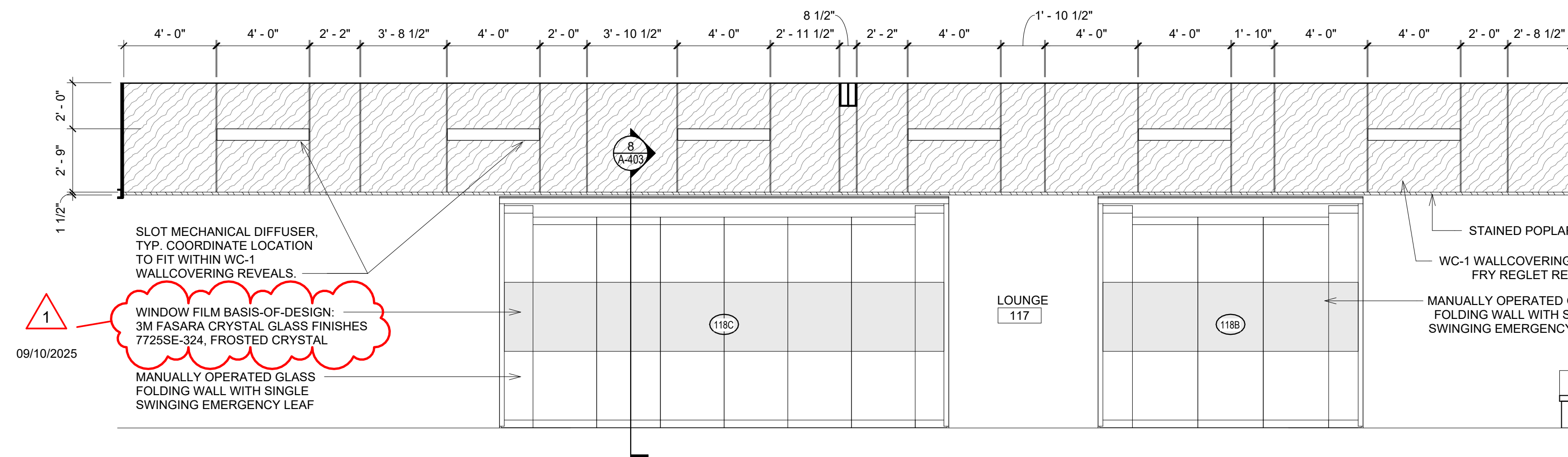
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DRAWING CONTENTS:  
INTERIOR ELEVATIONS

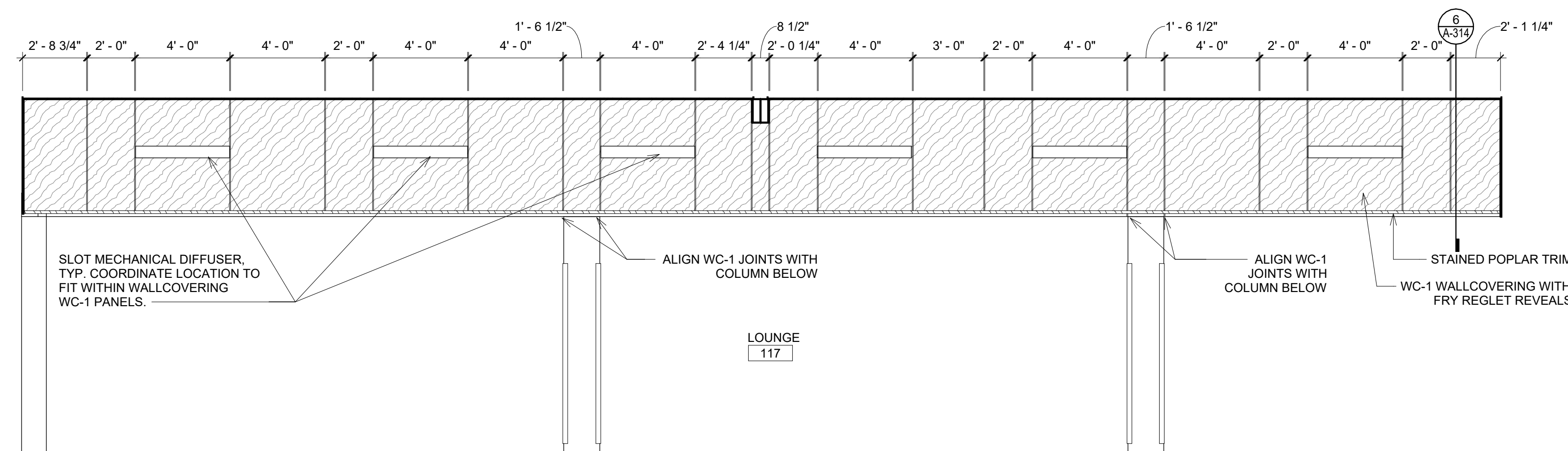
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08.27.2025 25005

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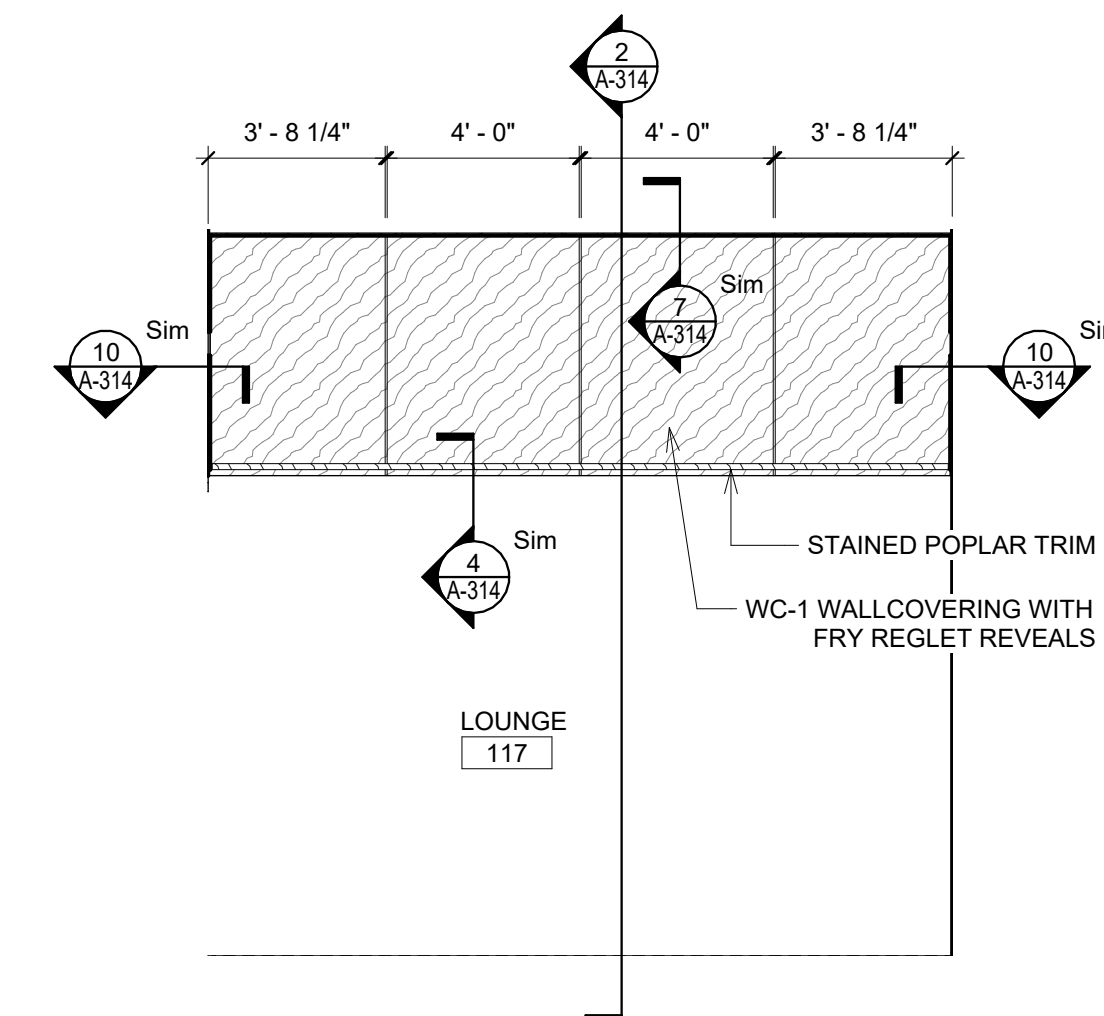
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A-406



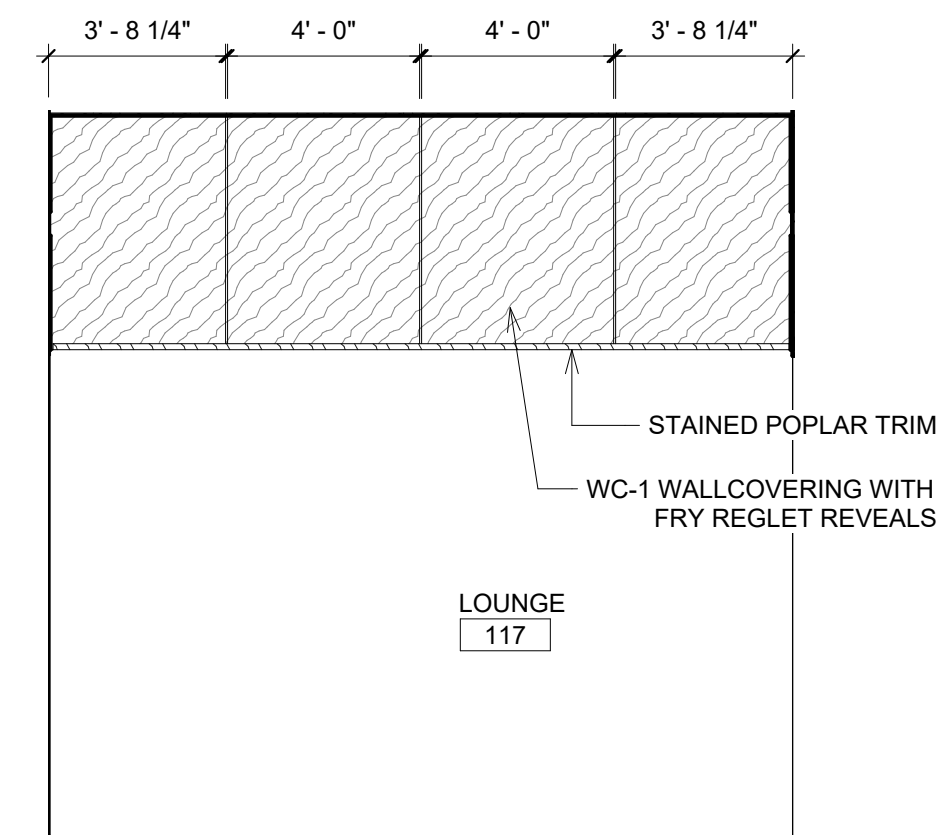
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1/4" = 1'-0"



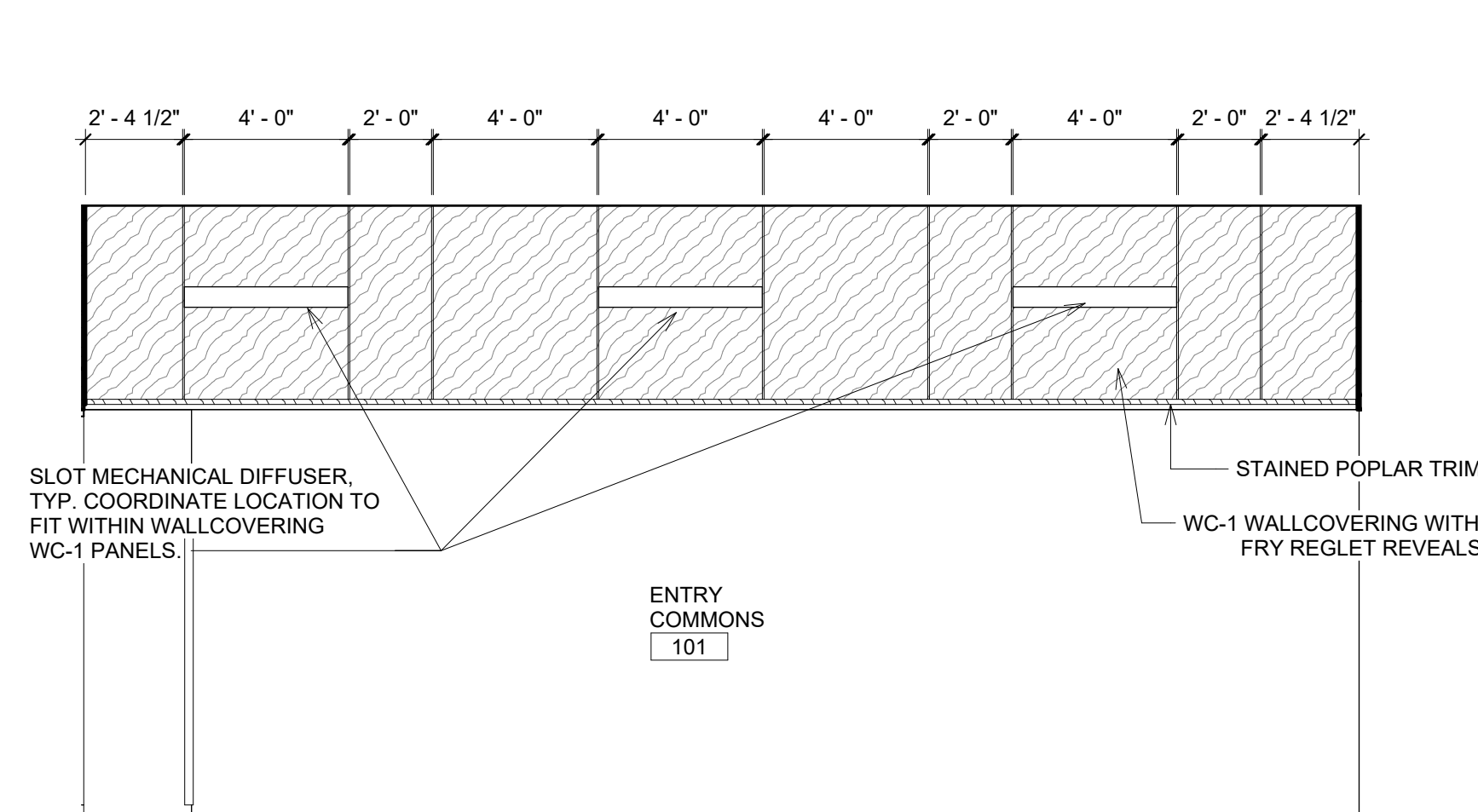
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1/4" = 1'-0"



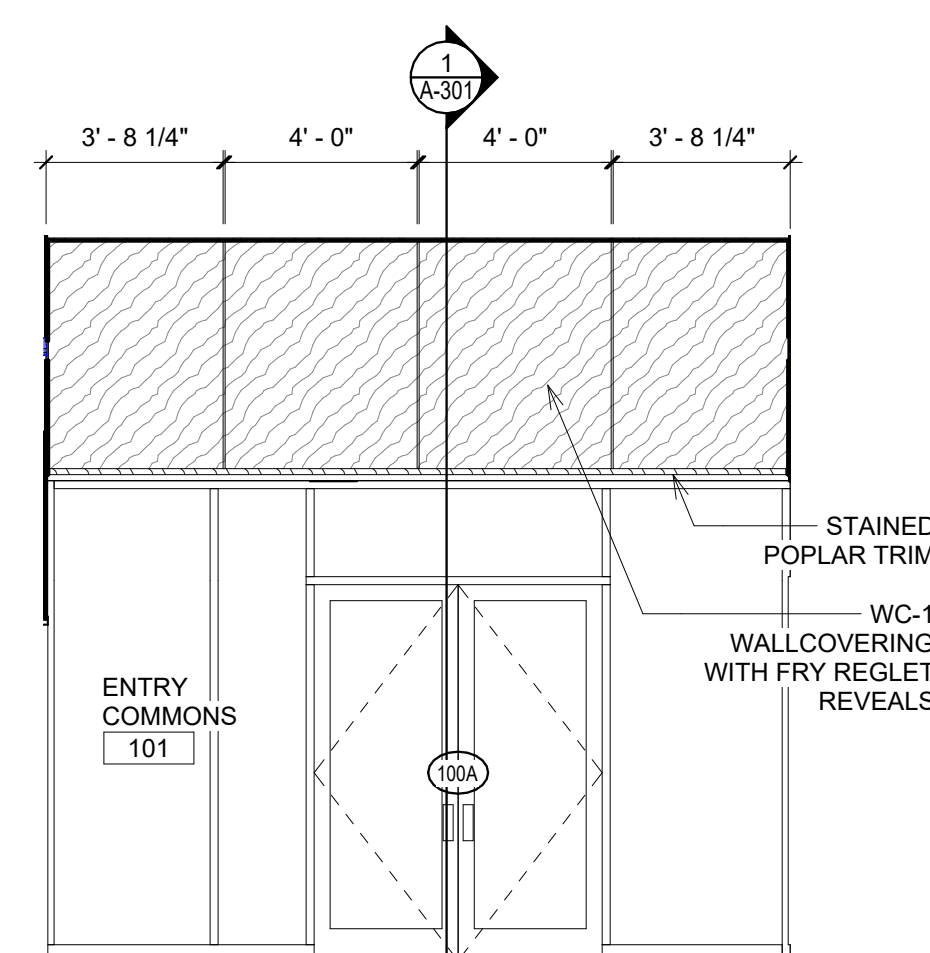
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1/4" = 1'-0"



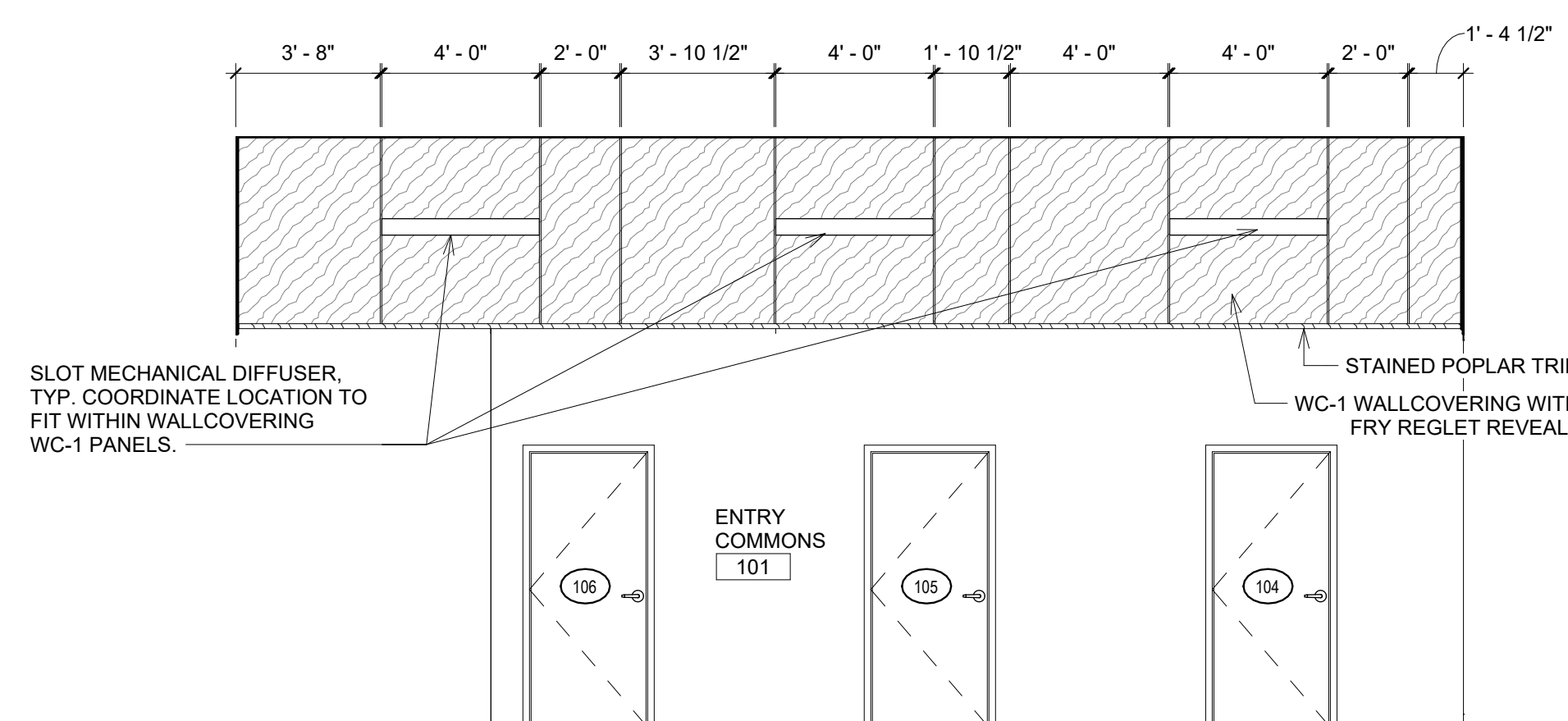
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1/4" = 1'-0"



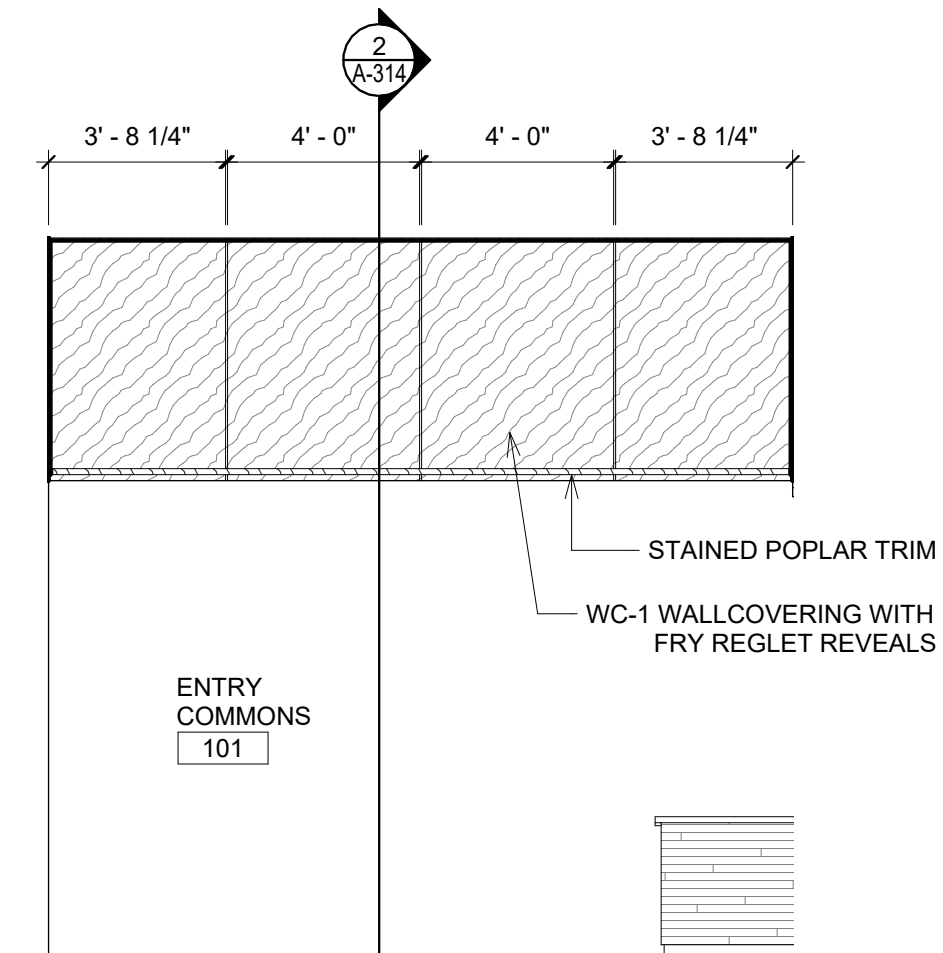
4 WC-1 SOFFIT WEST 1  
1/4" = 1'-0"



3 WC-1 SOFFIT SOUTH 1  
1/4" = 1'-0"



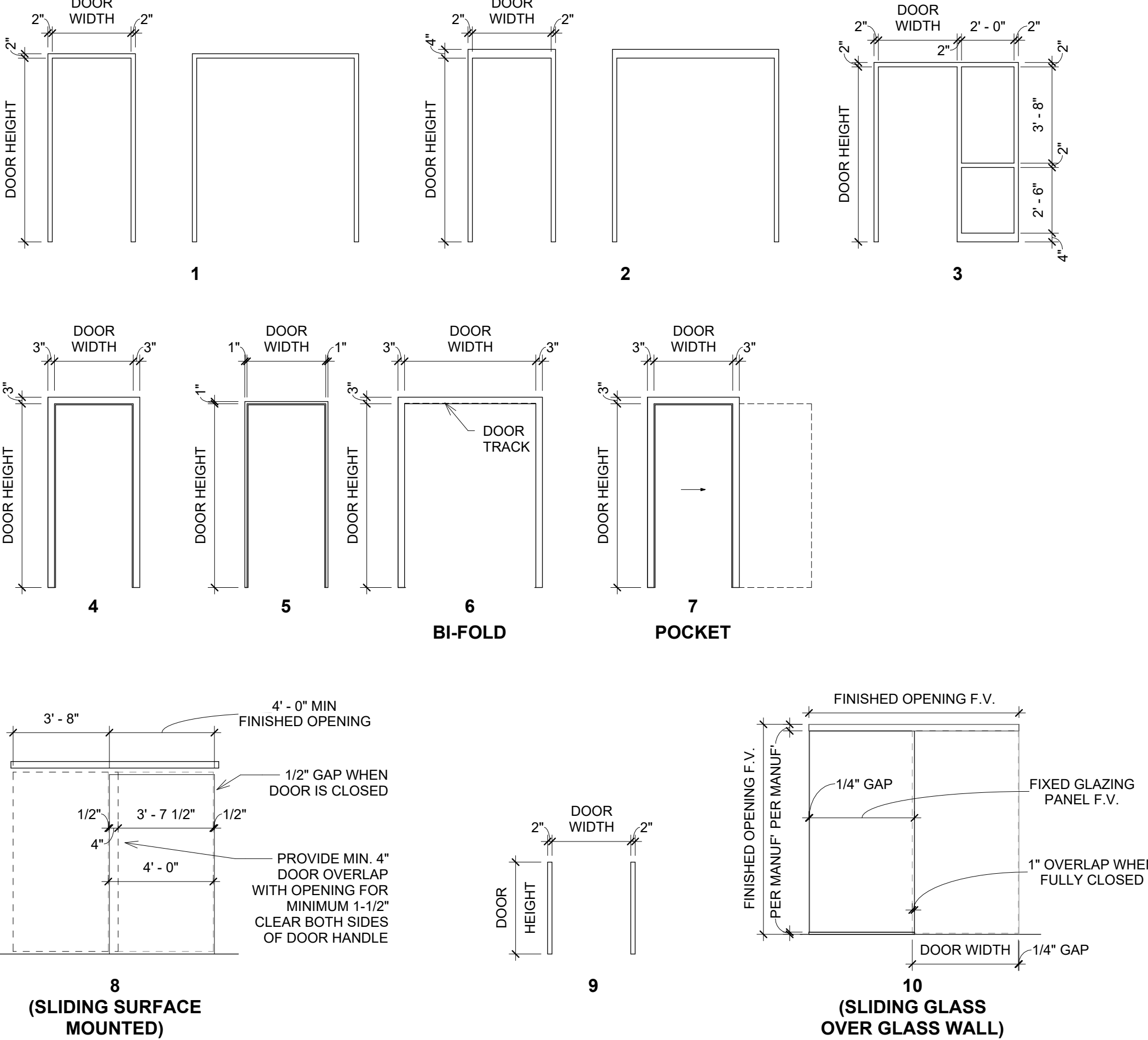
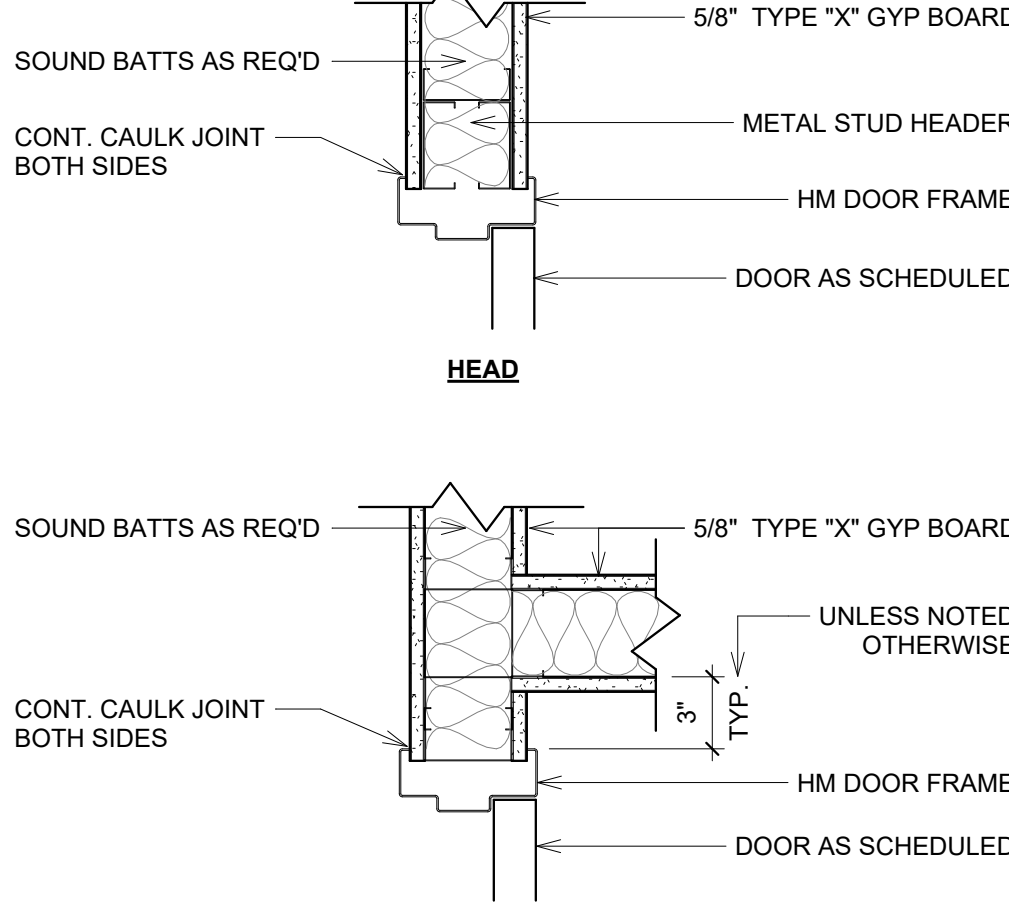
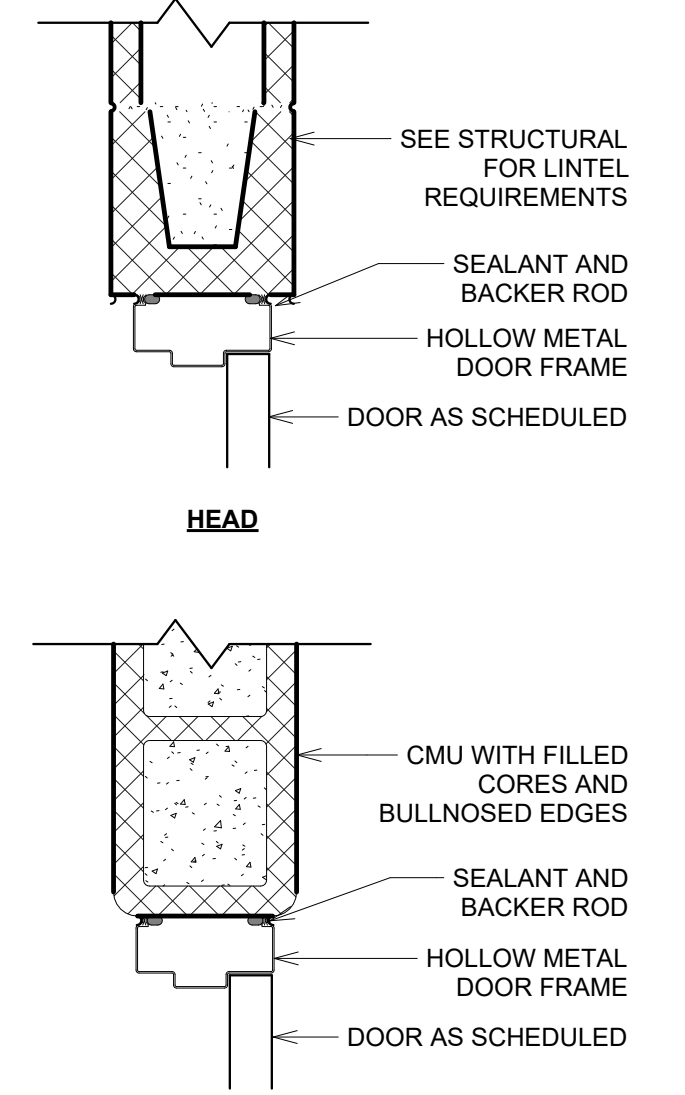
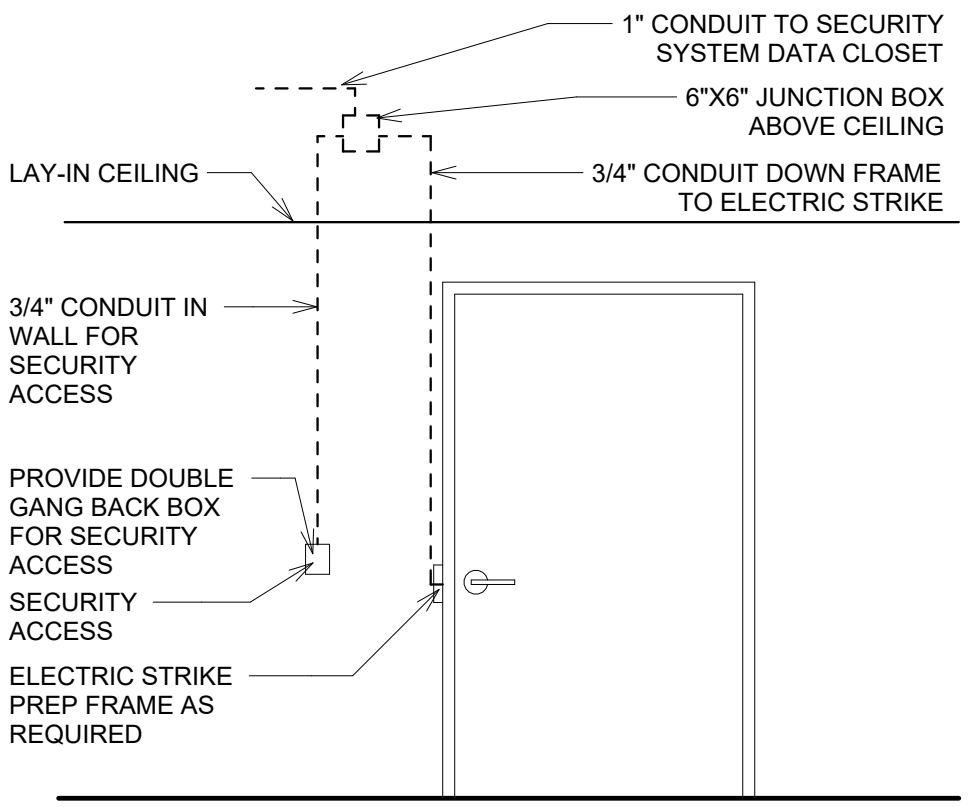
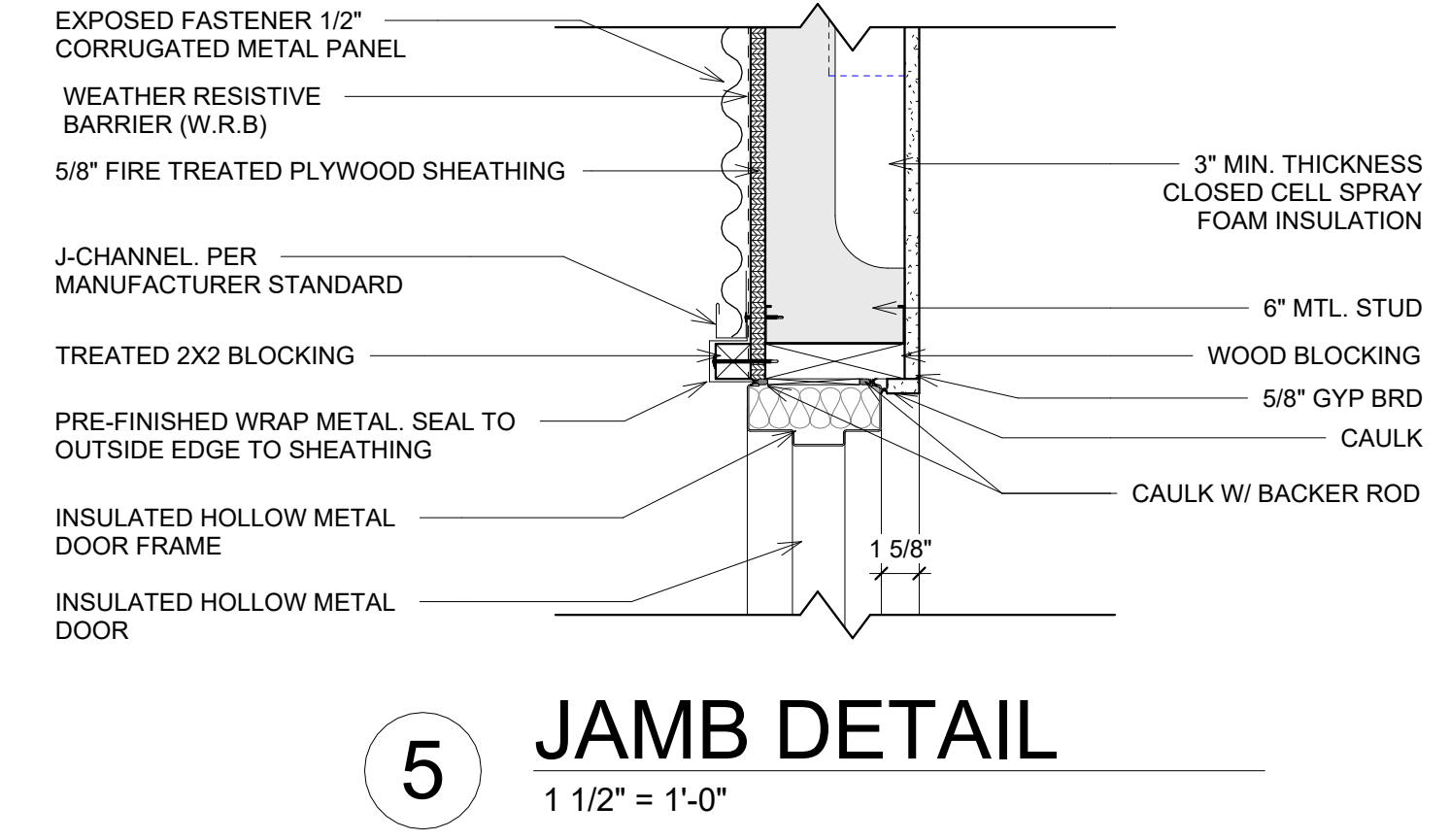
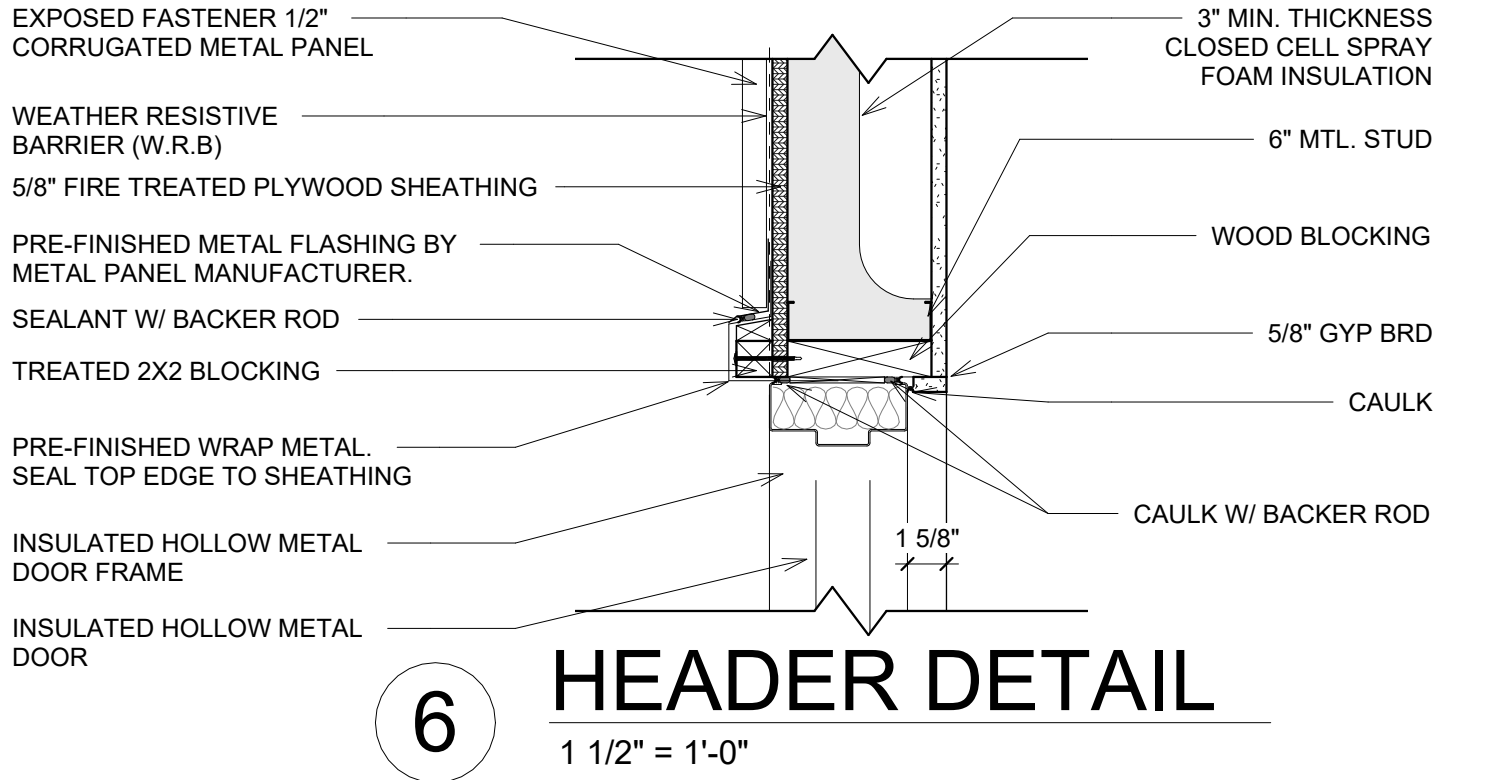
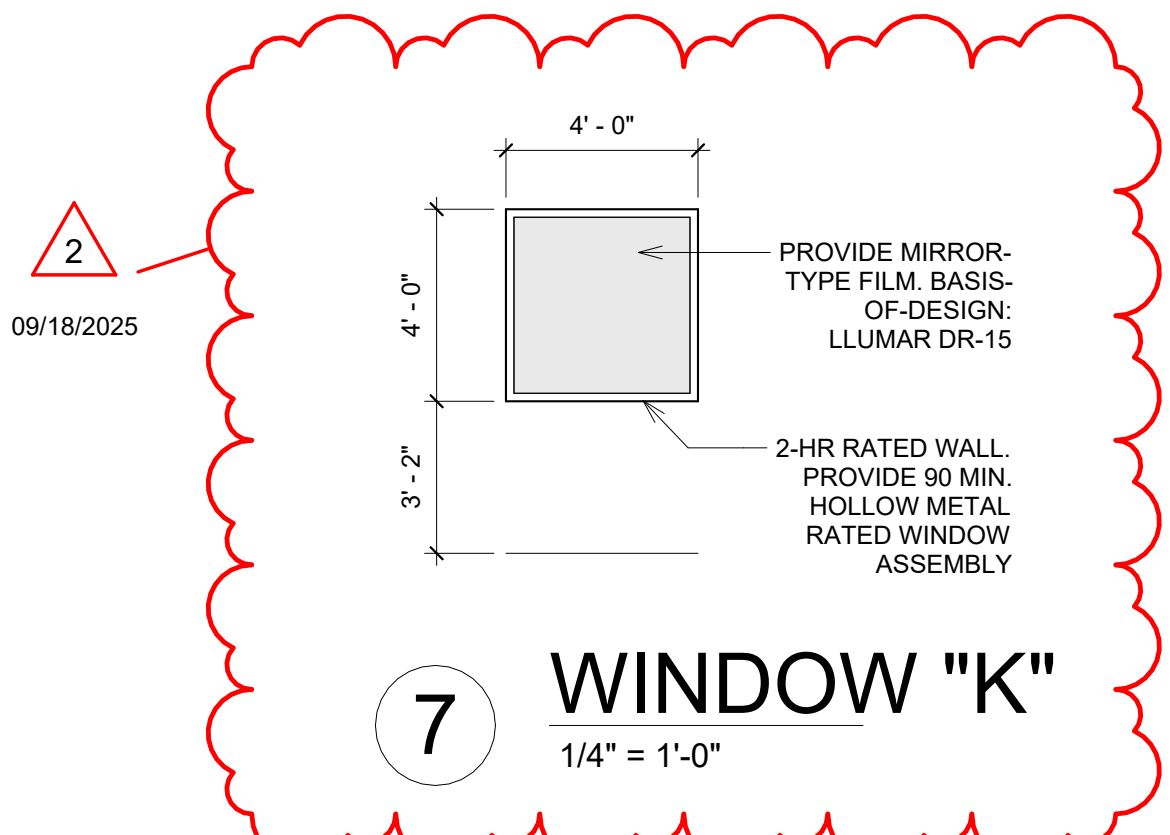
2 WC-1 SOFFIT EAST 1  
1/4" = 1'-0"



1 WC-1 SOFFIT NORTH 1  
1/4" = 1'-0"



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DOOR LEAF ABBREVIATIONS:

F - FLUSH

V - VISION LITE

NL - NARROW LITE

HG - HALF GLASS

FG - FULL GLASS

ADDITIONAL ABBREVIATIONS:

ALUM - ALUMINUM

ANOD - ANODIZED

GHM - GALVANIZED HOLLOW METAL

HM - HOLLOW METAL

HPC - HIGH-PERFORMANCE COATING

SCW - SOLID CORE WOOD

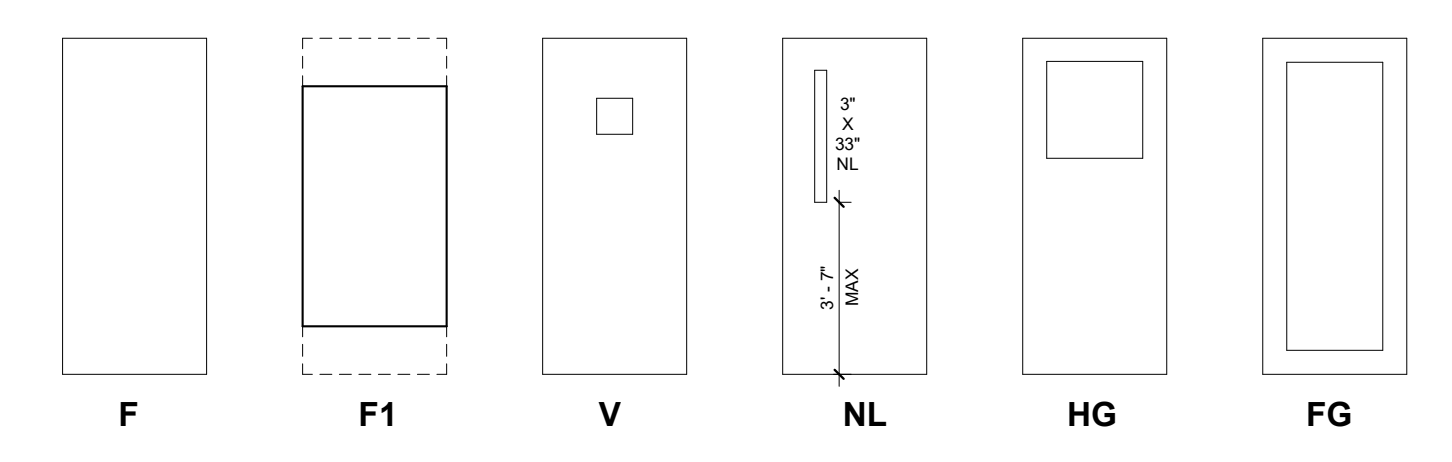
HCW - HOLLOW CORE WOOD

WD - WOOD

PT - PAINT

ST - STAIN

KYR - KYNAR



DOOR SCHEDULE														
DOOR NUMBER	LABEL	LEAF				FRAME				NOTES				
		W	H	THICKNESS	TYPE	MATERIAL	FINISH	TYPE	MATERIAL		FINISH			
LEVEL 1 - FIRST FLOOR														
100		6'-0"	7'-10"		FG	ALUM	KYR	1	ALUM	KYR	1			
100A		6'-0"	7'-10"		FG	ALUM	KYR	1	ALUM	KYR	1			
100B	90 Min.	3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT	1			
104		3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT	2			
105		3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT	2			
106		3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT	2			
107		3'-0"	7'-0"	1 3/4"	FG	ALUM	KYR	1	HM	PT				
108		3'-0"	7'-0"	1 3/4"	HG	WD	ST	1	HM	PT				
108A		3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT				
109		3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT				
110		3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT				
111		3'-0"	7'-0"	1 3/4"	FG	WD	ST	1	HM	PT				
112		3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT	2			
113		3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT				
114		3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT	2			
115	90 Min.	3'-6"	7'-0"	1 3/4"	HG	WD	ST	1	HM	PT	3			
116		3'-6"	7'-0"	1 3/4"	FG	ALUM	KYR	1	ALUM	KYR	1			
118		3'-6"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT				
118A		3'-0"	7'-0"	1 3/4"	F	HM	PT	1	HM	PT				
118B		11'-6"	10'-0"	1 7/16"							5			
118C		19'-6"	10'-0"	1 7/16"							5			
119	90 Min.	3'-6"	7'-0"	1 3/4"	NL	WD	ST	1	HM	PT				
120		3'-6"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT	4			
120A		3'-0"	7'-0"	1 3/4"	F	HM	PT	1	HM	PT	3			
121		3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT	4			
122		3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT	4			
123	90 Min.	3'-0"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT	3			
123A	90 Min.	3'-6"	7'-0"	1 3/4"	F	WD	ST	1	HM	PT				
123B		3'-6"	7'-0"	1 3/4"	F	HM	PT	1	HM	PT	3			
124		3'-0"	7'-10"		FG	WD	ST	1	ALUM	KYR	6			
125		3'-0"	7'-10"		FG	WD	ST	1	ALUM	KYR	6			

- DOOR SCHEDULE NOTES:
- ELECTRIC STRIKE FOR ADA PUSH BUTTON OPERATOR.
  - OCCUPANCY INDICATOR.
  - ELECTRIC STRIKE FOR CARD READER OPERATOR.
  - NOTE MODIFIED VIA ADDENDUM 2 - DOORS TO RECEIVE STOREROOM LOCKSET SIMILAR TO: 9K3-7D16C PATD S3
  - MANUALLY OPERATED, FOLDING GLASS WALL. PROVIDE EMERGENCY EGRESS SWING DOOR WITH CRASH BAR AT ONE END AND COLLAPSE THE REMAINING PANELS TO THE OTHER END.
  - OWNER TO PROVIDE BATTERY OPERATED DOOR LEVER WITH KEYPAD. CONTRACTOR TO PROVIDE REMAINING DOOR HARDWARE EQUIPMENT.





**Addendum #2**  
**September 18, 2025**  
**SJCPL Western Branch**

This Addendum forms a part of the Contract Documents for the above-referenced project and is issued in accordance with the Instructions to Bidders. Acknowledge receipt of this addendum by inserting its number in the space provided in the bid form.

**Plan C-200:** Site Layout Plan  
**Description:** Add/Deduct/Revision

- A. Added a curb ramp in the western parking lot. This modified the pavement layout and pavement striping.
- B. Removed one parking stall south of the dumpster enclosure.
- C. Revised the bike rack to meet City requirements. A Madrax "U" style bike rack is now being proposed.
- D. Revised the dumpster enclosure to meet City requirements.

**Plan C-300:** Site Grading Plan  
**Description:** Revision

- A. Revised spot grades for the western parking lot to accommodate the new pavement layout and the added curb ramp.
- B. Revised the top of stone elevations for the underground stone detention system.

**Plan C-600:** Site Details Sheet  
**Description:** Revision

- A. Revised the concrete drive approach (detail #9) to meet City requirements.
- B. Eliminated the dumpster enclosure detail (detail #15).
- C. Revised the stone depths for the underground stone detention detail (detail #17).
- D. Added a curb ramp type "II" detail (detail #22).

**Plan L-100 and L-101:** Site Landscape Plans  
**Description:** Add/Deduct/Revision

- A. Revised the landscape plan to change varieties of trees and native plantings. Please see revised plans for detailed information.
- B. Revised the shrub plantings along the west parking lot edge.
- C. Removed one of the Redbud trees located in the open area next to the bike racks. Switched the Redbuds to be the Eastern Redbud instead of the Merlot Redbud.
- D. Revised the type of mulch required in 2 planting beds. All planting beds have hardwood shredded mulch.
- E. The area of required stone mulch shown under the Redbuds and adjacent to the bike racks has been reduced in area.



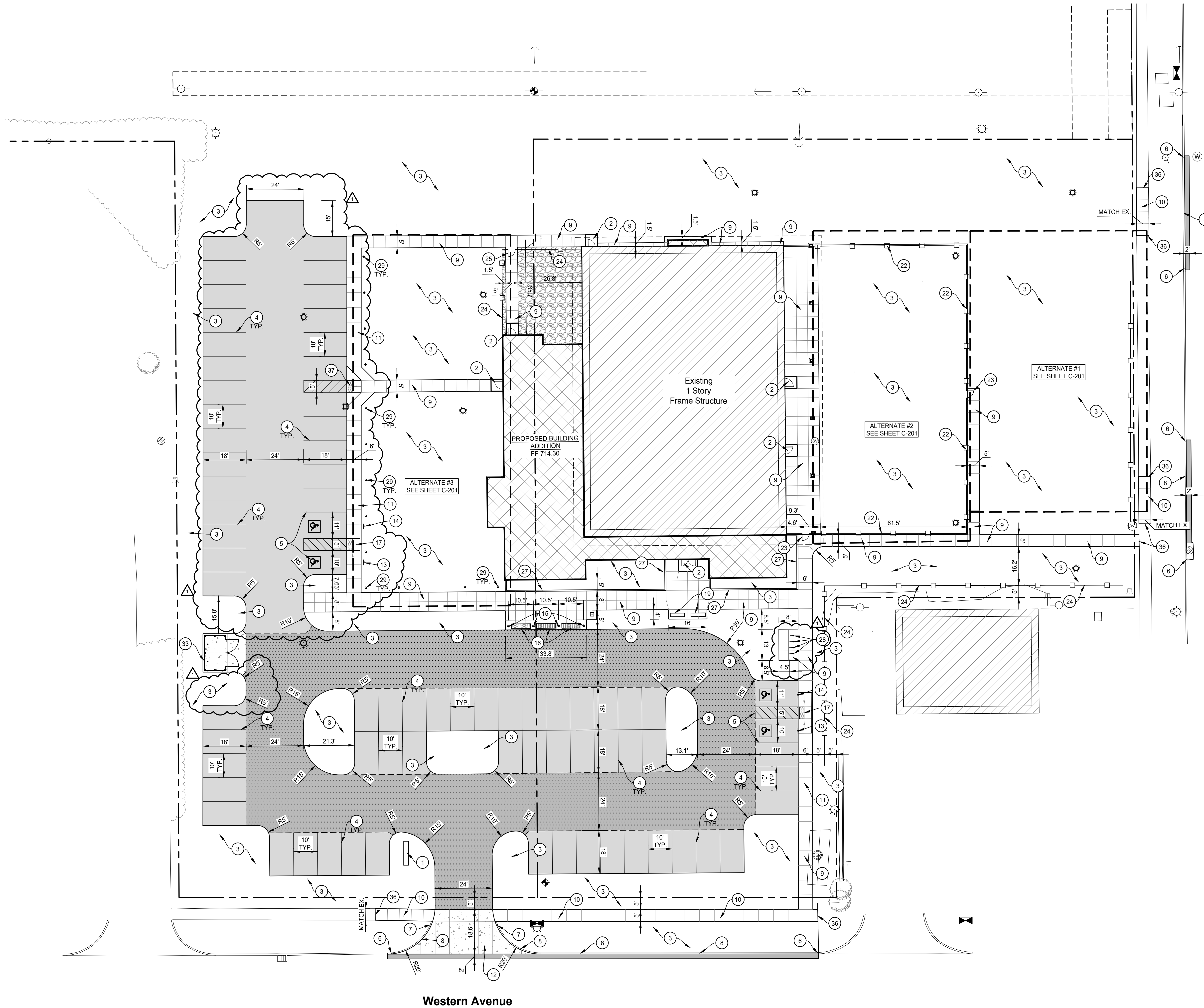
- F. Added a note pertaining to issues with placing the street trees in the green space along Western Avenue and added a note explaining why we have Ornamental Trees along Sheriden Street instead of Shade Trees.
- G. Updated the note pertaining to new rocks for the project. Contractor to reuse existing rocks and if more rocks are needed then they shall be the Sandstone Outcropping.
- H. Added a Metal Edge Detail to the project.
- I. The Ornamental Grass Detail changed to #6 on L-101.

**Plan L-102:**       Irrigation Zones Plan – Alternate #7  
Description:       Add/Deduct/Revision

- A. Revised the Irrigation Notes on the Irrigation Drawing.



September 17, 2025 7:39 AM  
S:\Projects\Projects (6000-6999)\Projects (6550-6599)\6586-South Bend Library Western Branch\Drawings\6586 - C-2.0 Site Layout Plan.dwg



Western Avenue

Sheridan Street



## SITE LAYOUT PLAN

1" = 20'-0"

### LAYOUT NOTES:

- MONUMENT SIGN SEE ARCHITECTURAL DRAWINGS.
- CONCRETE STOOP, SEE STRUCTURAL DRAWINGS.
- GRASS/LANDSCAPE AREA. ALL DISTURBED AREAS TO RECEIVE PERMANENT SEEDINGS. SEE SPECIFICATIONS SECTION 320200 "LAWNS & GRASSES" AND LANDSCAPE PLAN L-100.
- PAVEMENT MARKING SHALL BE 4" WHITE WATERBORNE PAINT.
- HANDICAP PAVEMENT MARKINGS SHALL BE 4" BLUE WATERBORNE PAINT.
- TRANSITION VERTICAL CURB FROM 6" HEIGHT TO MATCH EXISTING CURB PROFILE.
- TRANSITION VERTICAL CURB FROM 6" HEIGHT TO FLUSH OVER 5'-0".
- 6" VERTICAL CURB PER DETAIL #4/C-600.
- 4" CONCRETE SIDEWALK PER DETAILS #5/C-600 AND #6/C-600.
- 4" CONCRETE SIDEWALK PER DETAILS #5/C-600 AND #7/C-600. NO REINFORCING TO BE INSTALLED IN RIGHT-OF-WAY.
- CURB FACE WALK PER DETAILS #5/C-600 AND #8/C-600.
- CONCRETE APPROACH PER DETAIL #9/C-600.
- "STANDARD" HANDICAP SIGN PER DETAIL #11/C-600.
- "VAN ACCESSIBLE" HANDICAP SIGN PER DETAIL #11/C-600.
- FS INDUSTRIES ROUND CONCRETE BOLLARD W/ BEVELED TOP MODEL #TF6067 OR APPROVED EQUAL. CONTRACTOR TO INSTALL PER MANUFACTURER'S RECOMMENDATIONS. COORDINATE FINAL COLOR WITH OWNER.

- DETECTABLE TRAFFIC WARNING AREA PER DETAIL #13/C-600.
- CURB RAMP TYPE "T" PER DETAIL #14/C-600.
- PROJECT ALTERNATE: CONCRETE SEAT WALL PER DETAIL #2/C-601.
- RECYCLED MATERIAL BENCH BY OWNER.
- FIELDSTONE BOULDER RETAINING WALL. BOULDERS TO BE PARTIALLY BURIED INTO HILL. COLORS AND SIZES OF BOULDERS SHALL VARY. BOULDERS ARE SHOWN SCHEMATICALLY TO REPRESENT AREA DESIGNATED FOR THE WALL. SIZES AND NUMBER OF BOULDERS REQUIRED IS THE RESPONSIBILITY OF THE CONTRACTOR. MINIMUM SIZE OF BOULDERS SHALL BE 2.5' X 2.5' IN SIZE.
- PROJECT ALTERNATE: FALL SURFACE SHALL BE TRU-COLOR HP HIGH PERFORMANCE GRANULES AS MANUFACTURED BY PREMIER MATERIALS. COLOR TO BE SANDSTONE BEIGE. INSTALL FALL SURFACE PER MANUFACTURER'S RECOMMENDATIONS.

CONTACT INFORMATION:  
PREMIER MATERIALS  
451 W. ROY PARKER RD.  
OZARK, AL 36360  
775-397-8014  
WWW.PREMIER-MATERIALS.COM

- 6'-0" TALL "MAJESTIC" MONTAGE PLUS 3-RAIL MODEL ORNAMENTAL FENCE AS MANUFACTURED BY AMERISTAR OF TULSA, OKLAHOMA. COLOR TO BE BLACK. INSTALL USING CONCRETE FOUNDATIONS PER MANUFACTURER'S RECOMMENDATIONS. PLACE FENCE 1'-0" FROM EDGE OF SIDEWALK. SEE DETAIL #5/C-601.

CONTACT INFORMATION:  
AMERISTAR  
1555 N. MINGO ROAD  
TULSA, OK 74116  
(888) 333-3422 SALES TEAM  
WWW.AMERISTARFENCE.COM

- 6'-0" TALL BY 3'-6" WIDE, "MAJESTIC" MONTAGE PLUS 3-RAIL MODEL ORNAMENTAL LOCKABLE GATE WITH PANIC EXIT DEVICE AS MANUFACTURED BY AMERISTAR. COLOR TO BE BLACK. DEPENDING ON POST LOCATION, INSTALL GATE POSTS IN A CONCRETE FOUNDATION OR ANCHOR BOLT TO THE CONCRETE SIDEWALK PER MANUFACTURER'S RECOMMENDATIONS. SEE FENCE NOTE #22 FOR AMERISTAR CONTACT INFORMATION.

- 6'-0" TALL VINYL SCREENING FENCE FENCE. COORDINATE COLOR WITH OWNER. INSTALL USING CONCRETE FOUNDATIONS PER MANUFACTURER'S RECOMMENDATIONS.
- 6'-0" TALL, 6'-0" WIDE, VINYL GATE. COORDINATE COLOR WITH OWNER. DEPENDING ON POST LOCATION, INSTALL GATE POSTS IN A CONCRETE FOUNDATION OR ANCHOR BOLT TO THE CONCRETE SIDEWALK PER MANUFACTURER'S RECOMMENDATIONS.

- PROJECT ALTERNATE: RAISED GARDEN BEDS, SEE PLANTER BOX DETAIL #3/C-601.

- FOR REFERENCE ONLY: RAISED PLANTING BED, SEE ARCHITECTURAL DRAWINGS.

- MADRIX "U" BIKE RACK, SURFACE MOUNTED, AND POWDER-COATED. INSTALL PER MANUFACTURER'S SPECIFICATIONS. SUBMIT COLOR CHART TO ARCHITECT AND OWNER FOR FINAL SELECTION.

- FOR REFERENCE ONLY: LIT BOLLARD, SEE SITE ELECTRICAL PLANS.

- PROJECT ALTERNATE: TIMBER AMPHITHEATER PER DETAIL #4/C-601.

- PROJECT ALTERNATE: BASKETBALL HOOP PER DETAIL #1/C-601.

- PROJECT ALTERNATE: BASKETBALL COURT STRIPING PER DETAIL #1/C-601.

- 15'-0" x 9'-0" BERRIDGE 24 GA. VEE PANEL PROFILE DUMPSTER ENCLOSURE OR APPROVED EQUAL. ENCLOSURE SHALL HAVE A LOCKABLE DOUBLE SWING GATE. COORDINATE FINAL COLOR WITH OWNER.

- LUNGO MARE BENCH STYLE "A" AS MANUFACTURED BY LANDSCAPE FORMS. COLOR SHALL BE BEIGE. SUBMIT A PHYSICAL SAMPLE OF THE BEIGE COLOR FOR ARCHITECTS REVIEW PRIOR TO ORDERING THE BENCH. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. SEE LANDSCAPE FORMS CONTACT INFORMATION BELOW.

JULIE BARNARD  
OFFICE: (269) 337-1335  
julieb@landscapeforms.com

- PROJECT ALTERNATE: 6'-0" TALL "MAJESTIC" MONTAGE PLUS 3-RAIL MODEL ORNAMENTAL FENCE AS MANUFACTURED BY AMERISTAR OF TULSA, OKLAHOMA. COLOR TO BE BLACK. INSTALL USING CONCRETE FOUNDATIONS PER MANUFACTURER'S RECOMMENDATIONS. PLACE FENCE 1'-0" FROM EDGE OF SIDEWALK. SEE DETAIL #5/C-601.

CONTACT INFORMATION:  
AMERISTAR  
1555 N. MINGO ROAD  
TULSA, OK 74116  
(888) 333-3422 SALES TEAM  
WWW.AMERISTARFENCE.COM

- DOWELED BUTT JOINT PER DETAIL #20/C-600.
- CURB RAMP TYPE "U" PER DETAIL #22/C-600.

### LAYOUT LEGEND:

- TYPE "A" PAVEMENT PER DETAIL #21/C-600.
- TYPE "B" PAVEMENT PER DETAIL #1/C-600.
- 8" CONCRETE PER DETAIL #2/C-600.
- PROJECT ALTERNATE: BASKETBALL COURT PAVEMENT PER DETAIL #3/C-600.
- 3" OF RIVER ROCK MULCH (1/2" to 3/4" IN SIZE) OVER A WEED BARRIER. PROVIDE A NON-WOVEN FABRIC CONSISTING OF POLYPROPYLENE OR POLYESTER FABRIC. 3 OZ. PER SQ. YD. MIN. TO ALL STONE MULCH BEDS. COMPLETELY COVER AREA TO BE MULCHED. OVERLAPPING EDGES A MIN. OF 6". MULCH TO BE HELD 1" MIN. BELOW FINISH FLOOR AT BUILDING. MAINTAIN POSITIVE DRAINAGE AWAY FROM BUILDING.
- PROJECT ALTERNATE: DECOMPOSED GRANITE PER DETAIL.

NOTE: ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.

### PROPOSED LEGEND:

- STORM INLET / MANHOLE
- SOLID STORM SEWER
- PERFORATED STORM SEWER
- SUBDRAIN
- DOWNSPOUT DRAIN
- SIGN
- HANDICAP SYMBOL

#### PROJECT ALTERNATES:

BASE BID: CONSTRUCT PARKING LOT AND ROAD LAYOUT AS SHOWN IN SITE LAYOUT PLAN ON SHEET C-200.

ALTERNATE #1: CONSTRUCT BASKETBALL COURT AS SHOWN IN ALTERNATE LAYOUT PLAN ON SHEET C-201.

ALTERNATE #2: CONSTRUCT EASTERN OUTDOOR AREA INCLUDING PLAY EQUIPMENT, MOUNDED PLAY AREA, RAISED GARDEN BEDS, TERRACED SEATING BENCHES, AND LANDSCAPE BEDS AS SHOWN IN ALTERNATE LAYOUT PLAN ON SHEET C-201.

ALTERNATE #3: CONSTRUCT WESTERN OUTDOOR AREA INCLUDING GRAVEL PATH AND CONCRETE SEAT WALLS AS SHOWN IN ALTERNATE LAYOUT PLAN ON SHEET C-201.



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Fort Wayne, Indiana 46802  
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CERTIFICATION: 08-27-2025



CONSULTANT LOGO:  
**ENGINEERING**  
RESOURCES, INC.

4175 New Vision Drive, Fort Wayne, IN 46845  
Ph: (260) 450-1025 www.eri.consulting

KEY PLAN

**Public Library**  
ST. JOE COUNTY

**SJCPL -  
WESTERN  
BRANCH**

RENOVATION

4163 W. WESTERN AVE.  
SOUTH BEND, IN 46619

REVISIONS: DATE:  
ADDENDUM #2 09/16/2025

SET DESCRIPTION:  
CD SET

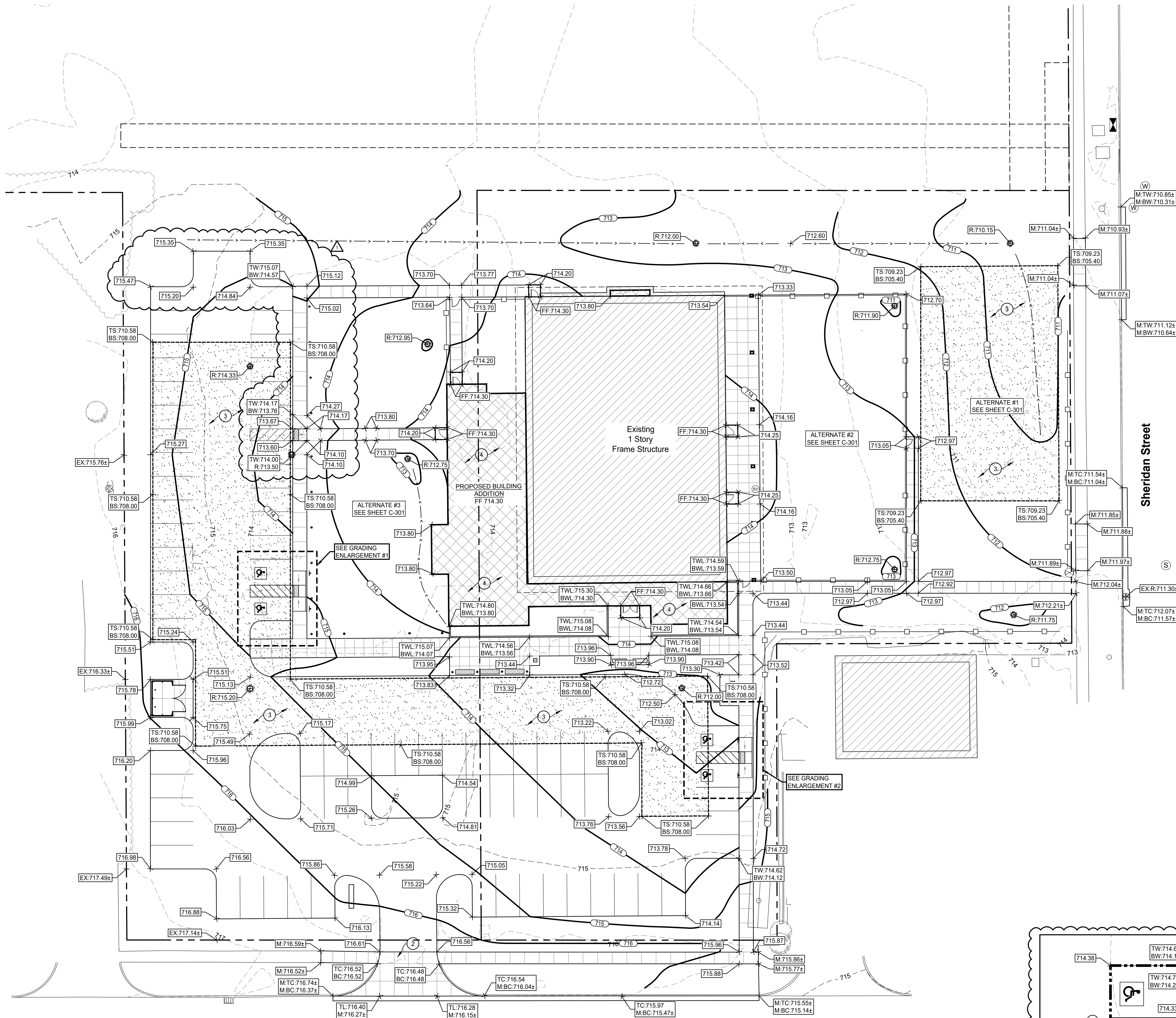
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SITE LAYOUT PLAN

ISSUE DATE: 08.27.2025 PROJECT NO.: 25005  
DRAWING NO.:

C-200



September 17, 2025 7:39 AM  
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Western Avenue



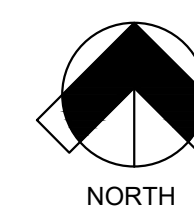
SITE GRADING PLAN

1" = 20'-0"



GRADING ENLARGEMENT #1

1" = 10'-0"



GRADING ENLARGEMENT #2

1" = 10'-0"

#### GRADING LEGEND:

- PROPOSED CONTOUR
- EXISTING CONTOUR
- MATCH EXISTING SPOT
- EXISTING SPOT
- PROPOSED SPOT
- PROPOSED RIM
- PROPOSED TOP OF WALK
- PROPOSED BOTTOM OF WALK
- PROPOSED TOP OF CURB
- PROPOSED BOTTOM OF CURB
- PROPOSED TOP OF 1/2" LIP
- PROPOSED TOP OF UNDERGROUND DETENTION STONE
- PROPOSED BOTTOM OF UNDERGROUND DETENTION STONE
- PROPOSED PAD
- PROPOSED BREAKLINE
- PROPOSED DRAINAGE INTENT
- PROPOSED UNDERGROUND RETENTION

#### GRADING NOTE:

- HANDICAP ACCESSIBLE PARKING STALLS TO BE CONSTRUCTED WITH LESS THAN 2.0% MAXIMUM SLOPE IN ALL DIRECTIONS.
- CONTRACTOR TO VERIFY GRADES IN DRIVE APPROACH DO NOT EXCEED 2.0% SLOPE IN PEDESTRIAN PATH.
- CONTRACTOR TO PROVIDE AS-BUILT SURVEY OF FINAL STONE VOLUME TO LOCAL REVIEWING AGENCY FOR APPROVAL PRIOR TO SUBSTANTIAL COMPLETION.
- FIELD VERIFY EXISTING FINISHED FLOOR ELEVATION, PROPOSED BUILDING EXPANSION TO MATCH EXISTING FINISHED FLOOR. NOTIFY ENGINEER IF DIFFERENT THAN SHOWN.

#### PERMANENT OFF-SITE EXCESS SOIL AREA NOTE:

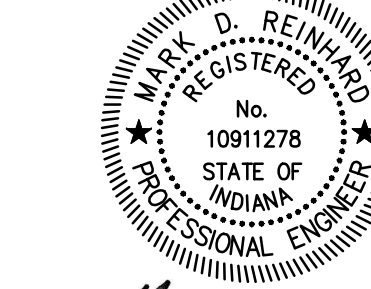
EXCESS SOIL IS TO BE REMOVED FROM THE PROJECT SITE TO THE PROPERTY JUST NORTH OF THE PROJECT SITE. THE SOIL SHALL BE SEPARATED WITH ONE PILE FOR ANY SUITABLE CONSTRUCTION SOILS AS DETERMINED BY A GEOTECHNICAL ENGINEER, AND ONE PILE FOR ALL TOPSOIL AND/OR UNSUITABLE SOILS. THE EXCESS SOIL SHALL HAVE EROSION CONTROL MEASURES AND DEVICES IN PLACE IN ACCORDANCE WITH THE LATEST INDIANA STORM WATER QUALITY MANUAL AND ANY LOCAL ORDINANCE. CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES AND DEVICES USED, IN ACCORDANCE WITH THE LATEST INDIANA STORM WATER QUALITY MANUAL AND LOCAL ORDINANCES. THE SITE SHALL BE FINE GRADED, SOIL STABILIZED, AND TEMPORARY EROSION CONTROL DEVICES AND MEASURES REMOVED AT THE COMPLETION OF SOIL PLACEMENT.



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CONSULTANT LOGO:



4175 New Vision Drive, Fort Wayne, IN 46845  
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KEY PLAN

**Public Library**  
ST. JOE COUNTY

**SJCPL - WESTERN BRANCH**

RENOVATION

4163 W. WESTERN AVE.  
SOUTH BEND, IN 46619

REVISIONS: DATE:  
ADDENDUM #2 09/16/2025

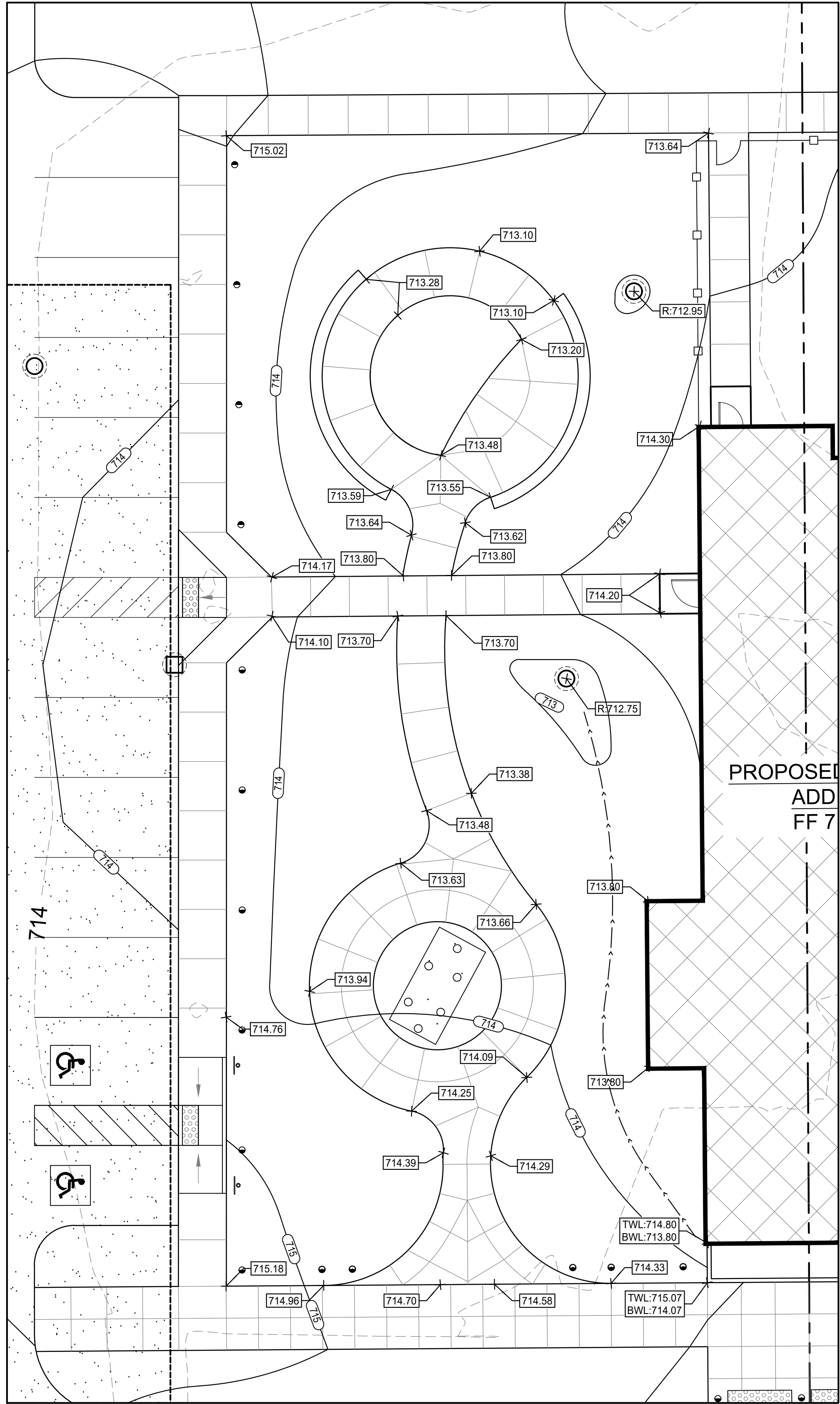
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SITE GRADING PLAN

ISSUE DATE: 08.27.2025 PROJECT NO.: 25005  
DRAWING NO.:

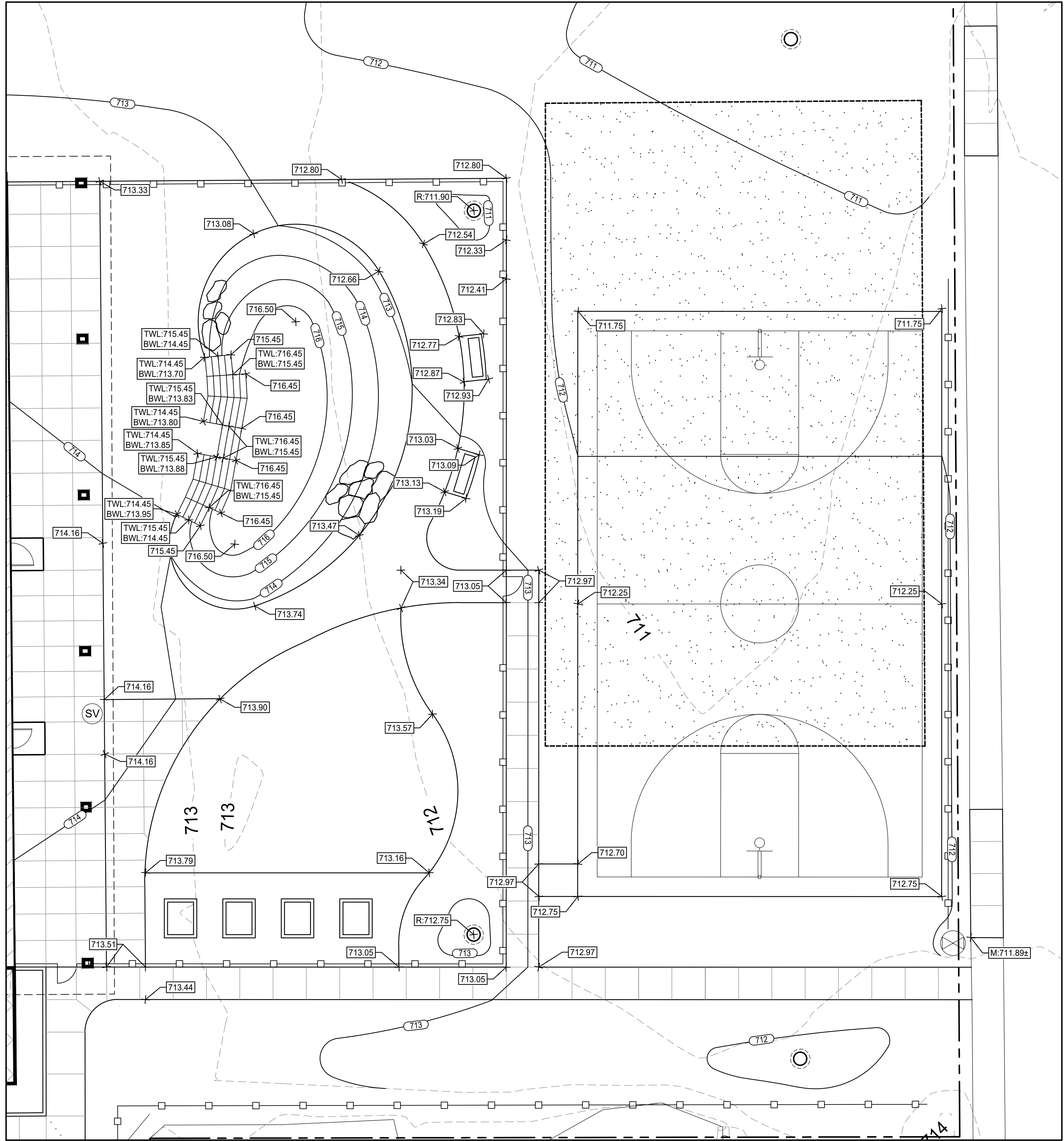
C-300



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 **SITE GRADING PLAN - ALTERNATE #3**  
1" = 10'-0"



 **SITE GRADING PLAN - ALTERNATES #1 & #2**  
1" = 10'-0"

#### GRADING LEGEND:

- PROPOSED CONTOUR
- EXISTING CONTOUR
- MATCH EXISTING SPOT
- EXISTING SPOT
- PROPOSED SPOT
- PROPOSED RIM
- PROPOSED TOP OF WALK
- PROPOSED BOTTOM OF WALK
- PROPOSED TOP OF CURB
- PROPOSED BOTTOM OF CURB
- PROPOSED TOP OF 1/2" LIP
- PROPOSED TOP OF UNDERGROUND DETENTION STONE
- PROPOSED BOTTOM OF UNDERGROUND DETENTION STONE
- PROPOSED PAD
- PROPOSED BREAKLINE
- PROPOSED DRAINAGE INTENT
- PROPOSED UNDERGROUND RETENTION

#### GRADING NOTE:

- HANDICAP ACCESSIBLE PARKING STALLS TO BE CONSTRUCTED WITH LESS THAN 2.0% MAXIMUM SLOPE IN ALL DIRECTIONS.
- CONTRACTOR TO VERIFY GRADES IN DRIVE APPROACH DO NOT EXCEED 2.0% SLOPE IN PEDESTRIAN PATH.
- CONTRACTOR TO PROVIDE AS-BUILT SURVEY OF FINAL STONE VOLUME TO LOCAL REVIEWING AGENCY FOR APPROVAL PRIOR TO SUBSTANTIAL COMPLETION.
- FIELD VERIFY EXISTING FINISHED FLOOR ELEVATION, PROPOSED BUILDING EXPANSION TO MATCH EXISTING FINISHED FLOOR. NOTIFY ENGINEER IF DIFFERENT THAN SHOWN.

#### PERMANENT OFF-SITE EXCESS SOIL AREA NOTE:

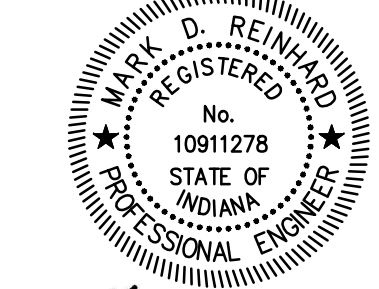
EXCESS SOIL IS TO BE REMOVED FROM THE PROJECT SITE TO THE PROPERTY JUST NORTH OF THE PROJECT SITE. THE SOIL SHALL BE SEPARATED WITH ONE PILE FOR ANY SUITABLE CONSTRUCTION SOILS AS DETERMINED BY A GEOTECHNICAL ENGINEER, AND ONE PILE FOR ALL TOPSOIL AND/OR UNSUITABLE SOILS. THE EXCESS SOIL SHALL HAVE EROSION CONTROL MEASURES AND DEVICES IN PLACE IN ACCORDANCE WITH THE LATEST INDIANA STORM WATER QUALITY MANUAL AND ANY LOCAL ORDINANCE. CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES AND DEVICES USED, IN ACCORDANCE WITH THE LATEST INDIANA STORM WATER QUALITY MANUAL AND LOCAL ORDINANCES. THE SITE SHALL BE FINE GRADED, SOIL STABILIZED, AND TEMPORARY EROSION CONTROL DEVICES AND MEASURES REMOVED AT THE COMPLETION OF SOIL PLACEMENT.



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mkmdesign.com

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*Mark D. Reinhold*  
CONSULTANT LOGO:

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4175 New Vision Drive, Fort Wayne, IN 46845  
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KEY PLAN

**Public Library**  
ST. JOE COUNTY

**SJCPL - WESTERN BRANCH**

RENOVATION

4163 W. WESTERN AVE.  
SOUTH BEND, IN 46619

REVISIONS: ADDENDUM #2 DATE: 09/16/2025

SET DESCRIPTION: CD SET  
DRAWING CONTENTS: ALTERNATE SITE GRADING PLAN

ISSUE DATE: 08.27.2025 PROJECT NO.: 25005  
DRAWING NO.:

C-301

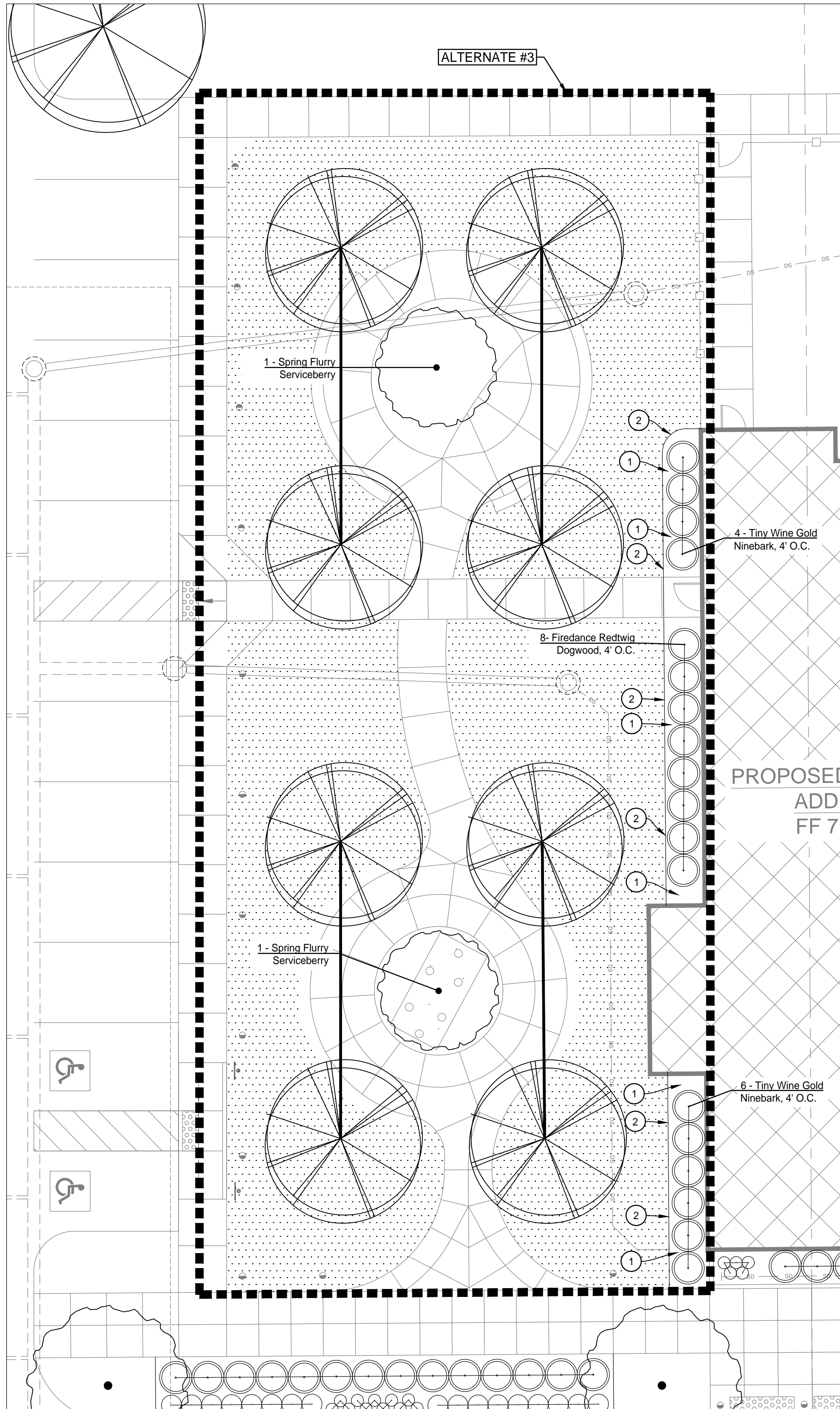




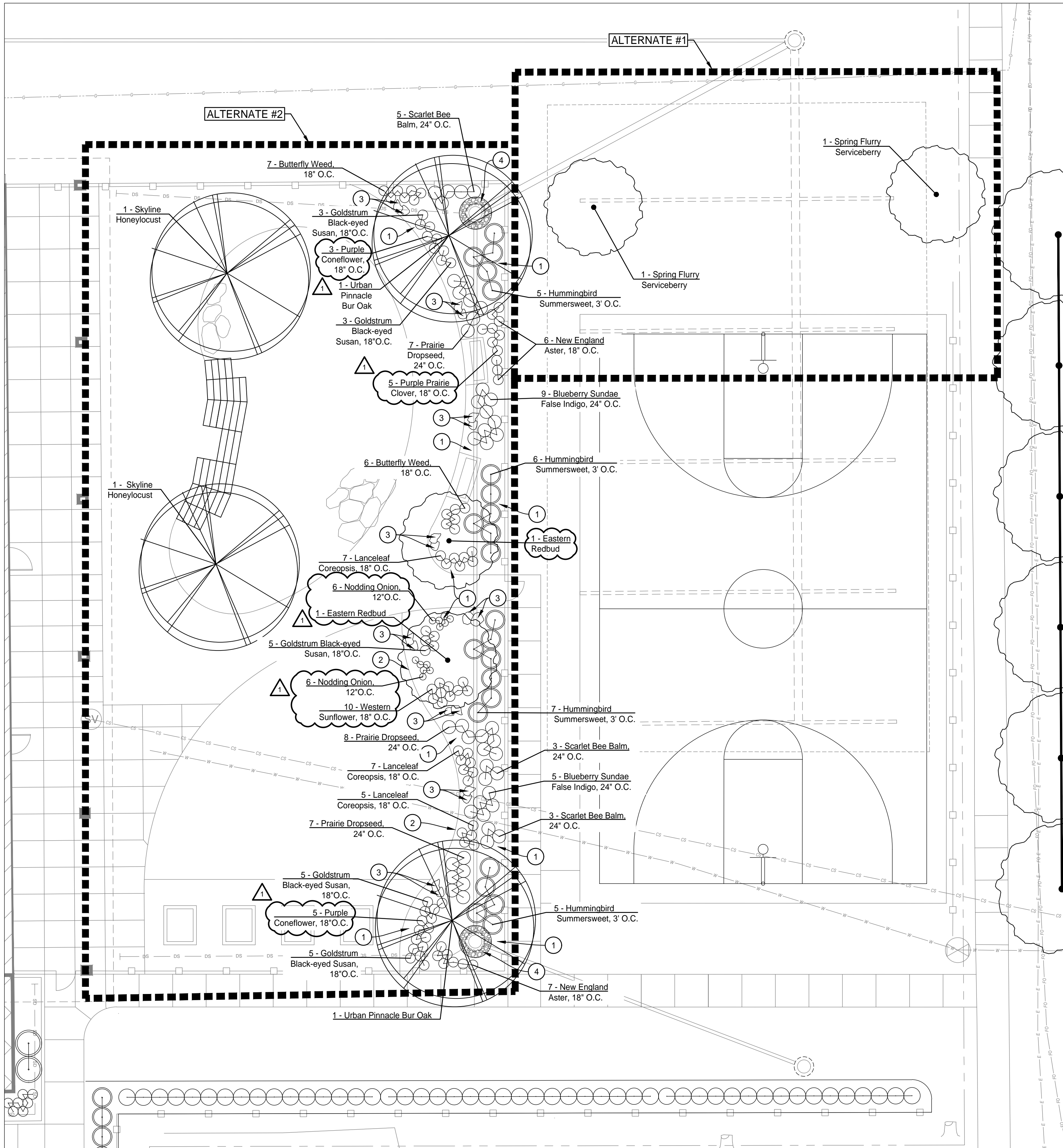








**SITE LANDSCAPE PLAN - ALTERNATE #3**  
1" = 10'-0"  
NORTH



**SITE LANDSCAPE PLAN - ALTERNATES #1 & #2**  
1" = 10'-0"  
NORTH

PLANTING SCHEDULE - ALTERNATE #1				
QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
TREES				
2	Spring Flurry Serviceberry	Amelanchier laevis 'JFS-Arb'	2" cal.	B & B

PLANTING SCHEDULE - ALTERNATE #2				
QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
TREES				
2	Merlot Redbud	Cercis canadensis 'Merlot'	2" cal.	B & B
2	Skyline Honeylocust	Gleditsia triacanthos 'Skycole'	2.5" cal.	B & B
2	Urban Pinnacle Bur Oak	Quercus macrocarpa 'JFS-KW3'	2.5" cal.	B & B
SHRUBS				
23	Hummingbird Summersweet	Clethra alnifolia 'Ruby Spice'	-----	3 Gallon

PERENNIALS/ORNAMENTAL GRASS				
6	Purple Coneflower	Echinacea purpurea	-----	1 Gallon
14	Blueberry Sundae False Indigo	Baptisia 'Blueberry Sundae'	-----	1 Gallon
21	Butterfly Weed	Asclepias tuberosa	-----	1 Gallon
23	Goldsturm Black-eyed Susan	Rudbeckia fulgida var. 'sulfurina' 'Goldsturm'	-----	1 Gallon
19	Lanceleaf Coreopsis	Coreopsis lanceolata	-----	1 Gallon
13	New England Aster	Symphoricarpos novae-angliae	-----	1 Gallon
12	Nodding Onion	Alliumcernuum	-----	1 Gallon
22	Prairie Dropseed	Sporobolus heterolepis	-----	3 Gallon
11	Scarlet Bee Balm	Monarda didyma 'Gardenview Scarlet'	-----	1 Gallon
10	Western Sunflower	Helianthus occidentalis	-----	1 Gallon

MATERIAL SCHEDULE - ALTERNATE #2		
QTY	MATERIAL	SIZE
1	LANDSCAPE ROCK= RANDOM SIZED AND COLORED SANDSTONE OUTCROPPING	MIN. SIZE: 1.75' x 1.5' x 6" DEPTH

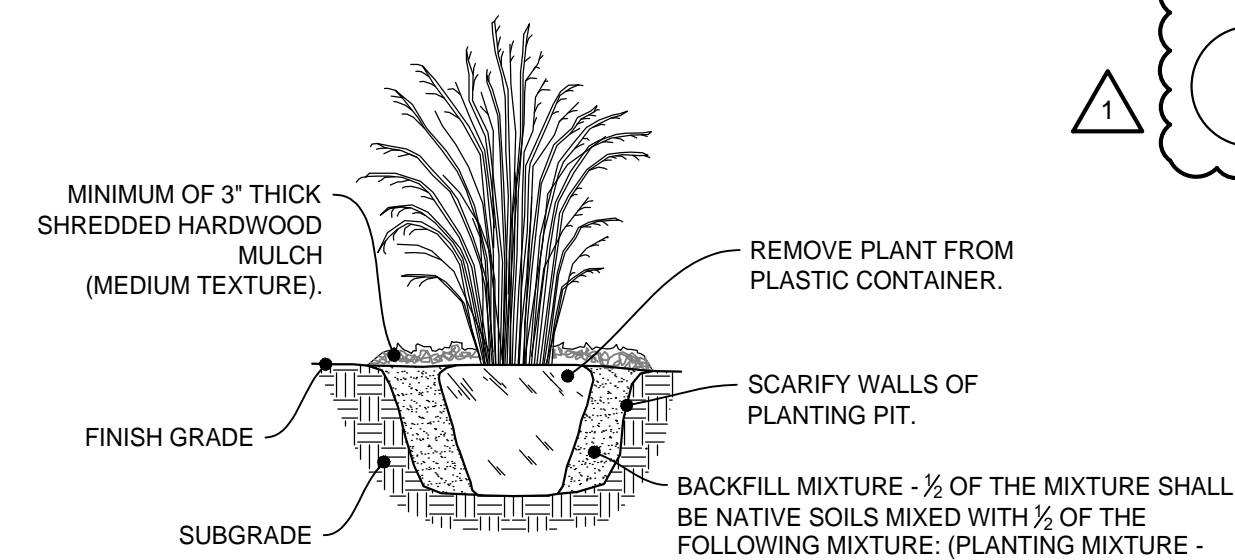
PLANTING SCHEDULE - ALTERNATE #3				
QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
TREES				
2	Spring Flurry Serviceberry	Amelanchier laevis 'JFS-Arb'	2" cal.	B & B
SHRUBS				
8	Firedance Red Twig Dogwood	Cornus sericea 'Balladine'	-----	3 Gallon
10	Tiny Wine Gold Ninebark	Physocarpus opulifolius 'SMNPOTWG'	-----	3 Gallon

#### LANDSCAPE NOTES:

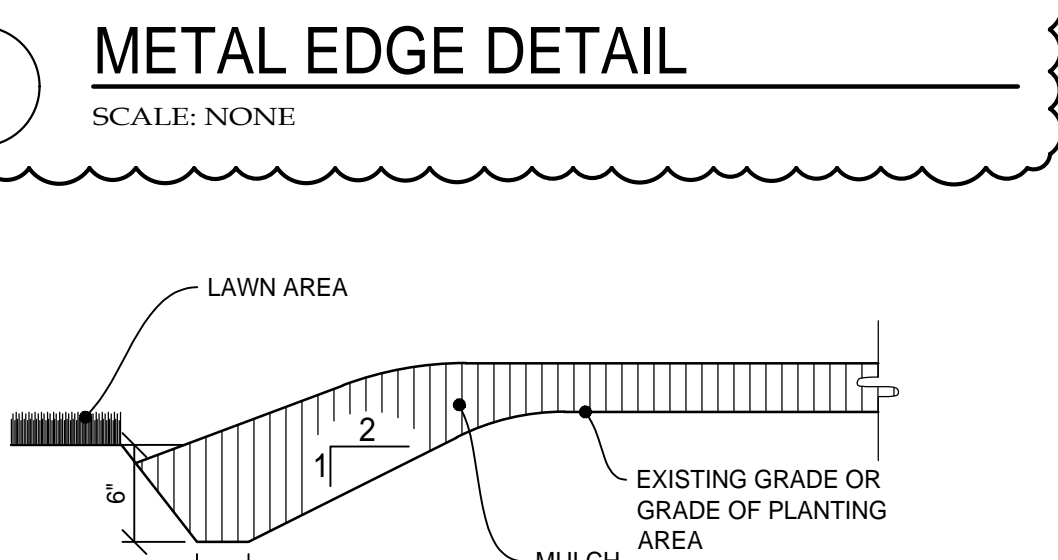
- ALL PLANTING BEDS SHALL HAVE 3" OF HARDWOOD SHREDDED MULCH. MULCH TO BE HELD 1" MIN. BELOW FINISH FLOOR AT BUILDING. MAINTAIN POSITIVE DRAINAGE AWAY FROM BUILDING.
- ALL PLANTING BEDS LOCATED NEXT TO TURF AREAS SHALL HAVE A TRENCH EDGE PER DETAIL #41-100.
- LANDSCAPE ROCK - REUSE SALVAGED BOULDERS FROM SITE DEMOLITION PLAN C-100. IF ANY ADDITIONAL ROCKS ARE REQUIRED THEN SEE THE MATERIAL SCHEDULE ON L-100 FOR INFORMATION ON ROCK TYPE.
- PROVIDE A STONE MULCH RING AROUND STURM STRUCTURE. STONE MULCH SHALL BE 4" DEEP. STONE MULCH SHALL BE #2 RIVER ROCK (1 1/2" x 3" IN SIZE) OVER A WEED BARRIER. PROVIDE A NON-WOVEN FABRIC CONSISTING OF POLYPROPYLENE OR POLYESTER FABRIC, 3 OZ. PER SQ. YD. MIN. TO ALL STONE MULCH BEDS. COMPLETELY COVER AREA TO BE MULCHED. PROVIDE A METAL EDGING BETWEEN TURF AND ROCK BED PER DETAIL #51-101. MAINTAIN POSITIVE DRAINAGE.
- PLANTING BED SHALL HAVE 4" OF RIVER ROCK MULCH (1 1/2" x 3 1/4" IN SIZE) OVER A WEED BARRIER. PROVIDE A NON-WOVEN FABRIC CONSISTING OF POLYPROPYLENE OR POLYESTER FABRIC, 3 OZ. PER SQ. YD. MIN. TO ALL STONE MULCH BEDS. COMPLETELY COVER AREA TO BE MULCHED. PROVIDE A METAL EDGING BETWEEN TURF AND ROCK BED PER DETAIL #51-101. MAINTAIN POSITIVE DRAINAGE.
- COORDINATE ALL PLANTINGS WITH UNDERGROUND UTILITIES - SEE SITE UTILITY PLAN C-400.
- CONTRACTOR TO PROVIDE IRRIGATION TO ALL SHRUB BEDS AND TURF AREAS - SEE SHEET L-102 FOR ADDITIONAL INFORMATION.
- INSTALL PERENNIALS PER PLANTING DETAIL #31-101.
- INSTALL TREES PER PLANTING DETAIL #11-101.
- INSTALL SHRUBS PER PLANTING DETAIL #21-101.
- INSTALL ORNAMENTAL GRASS PER PLANTING DETAIL #61-101.
- SEE LANDSCAPE ALTERNATES ON L-101 SITE LANDSCAPE PLAN.
- IF A DISCREPANCY IS FOUND BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND ON THE PLANTING PLAN, THEN THE PLANTING PLAN SHALL TAKE PRECEDENCE.
- ONLY DELIVER PLANTS TO THE SITE WHEN PLANTING IS READY TO BEGIN. IF A DELAY ARISES OF MORE THAN 6 HOURS, MOVE PLANTS FROM PROPERTY TO A SHADED PROTECTED SITE, AND KEEP ROOTS MOIST. ALSO, ENSURE THE PLANTS ARE PROTECTED FROM MECHANICAL DAMAGE.

#### LANDSCAPE LEGEND:

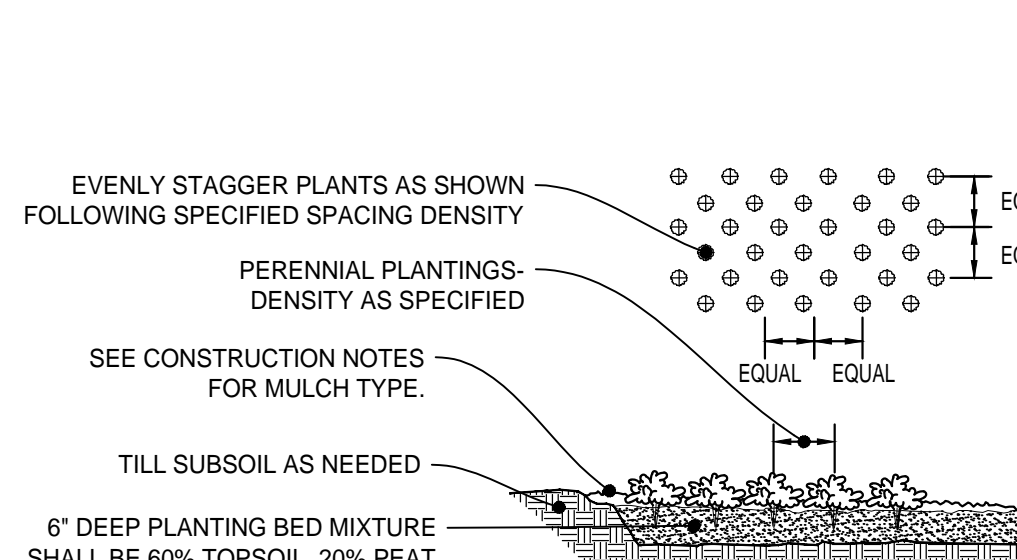
**PRAIRIE SEED MIX:** AREA SHALL BE SEEDDED WITH THE "DIVERSE PRAIRIE MIX" AS PRODUCED BY SPENCER RESTORATION NURSERY. SOW SEEDS IN LATE FALL / EARLY WINTER. PLANT PER NURSERY'S RECOMMENDATIONS.  
WEBSITE: WWW.SPENCERNURSERY.COM  
PHONE: 1-765-286-7154  
EMAIL: sales@spencernursery.com



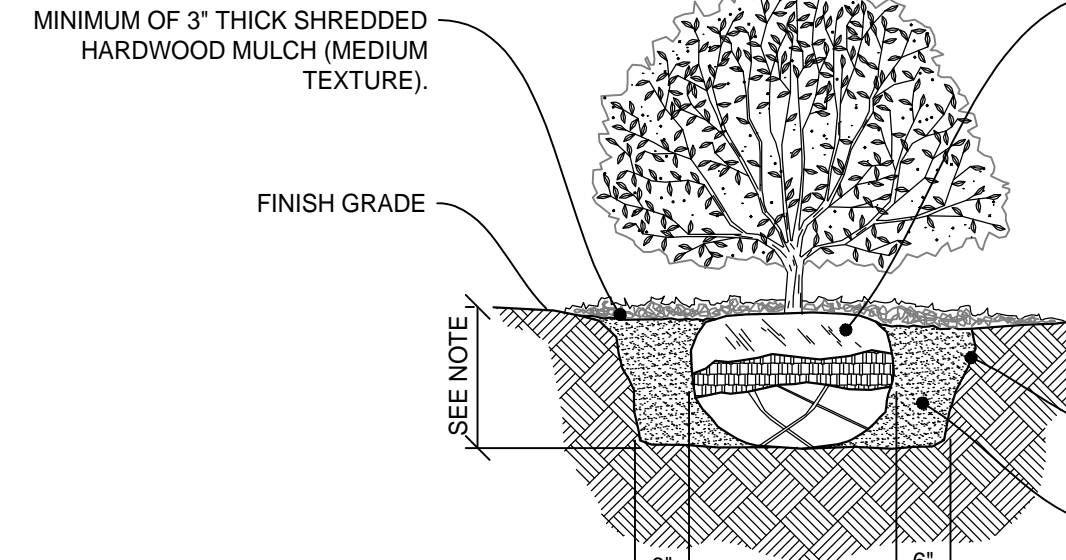
**ORNAMENTAL GRASS PLANTING DETAIL**  
SCALE: NONE



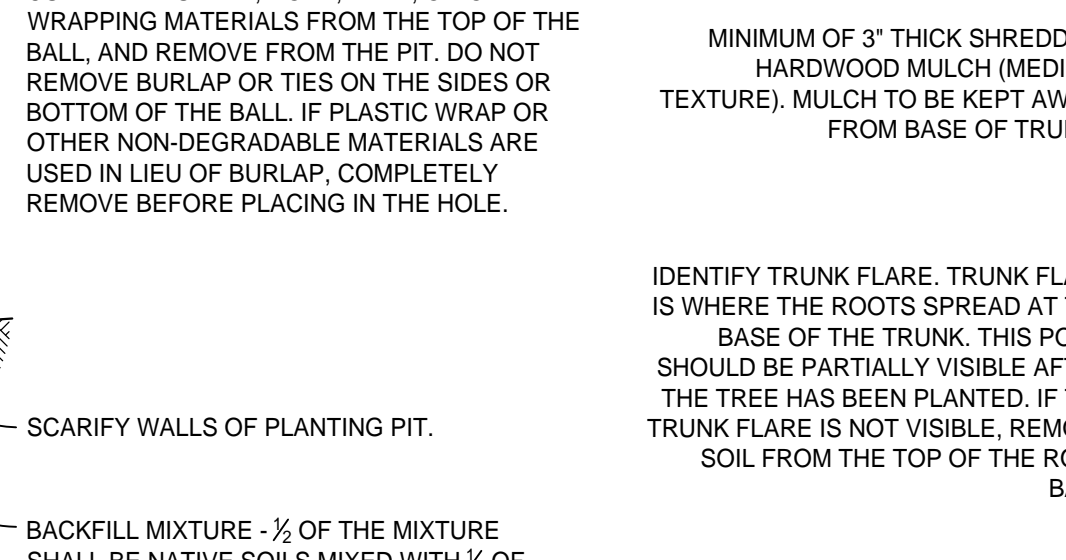
**TRENCH EDGE DETAIL**  
SCALE: NONE



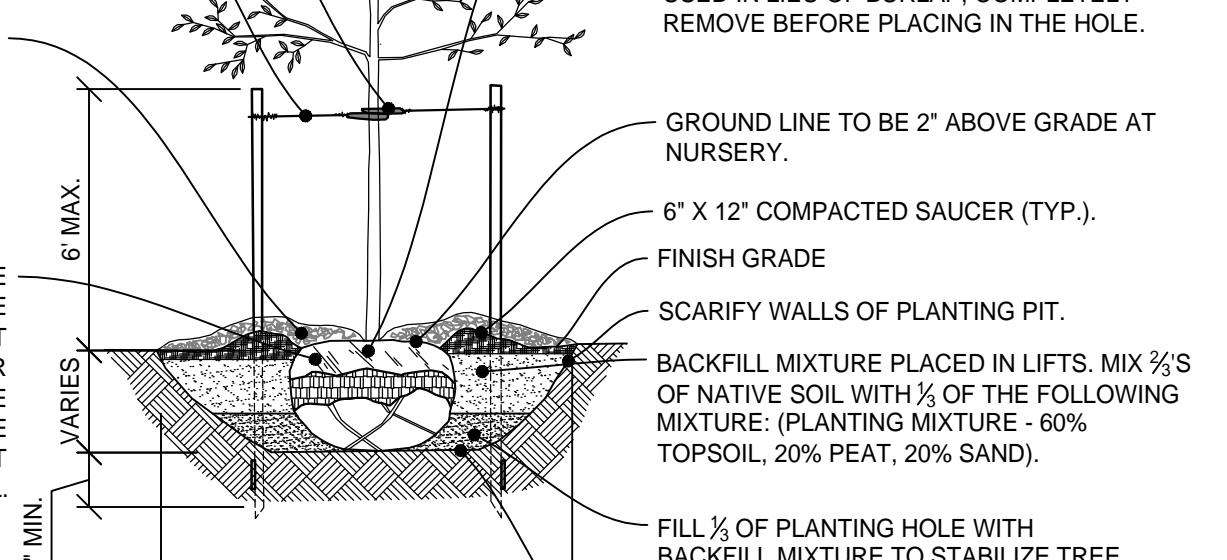
**PERENNIAL PLANTING DETAIL**  
SCALE: NONE



**SHRUB PLANTING DETAIL**  
SCALE: NONE



**TREE PLANTING W/ POST DETAIL**  
SCALE: NONE



**TREE PLANTING DETAIL**  
SCALE: NONE

**MKM**  
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435 E. Brackenridge Street  
Fort Wayne, Indiana 46802  
P: 250.422.0783  
mkmdesign.com

CERTIFICATION: 08-27-2025

REGISTERED PROFESSIONAL ENGINEER  
No. 1091278  
STATE OF INDIANA  
EXPIRATION DATE: 08-27-2025

CONSULTANT LOGO:  
  
**ENGINEERING RESOURCES, INC.**  
4175 New Vision Drive, Fort Wayne, IN 46845  
Ph: (260) 450-1025 www.erl.com/fortwayne

KEY PLAN:

**Public Library**  
ST. JOE COUNTY

**SJCPL - WESTERN BRANCH RENOVATION**

4163 W. WESTERN AVE.  
SOUTH BEND, IN 46619

REVISIONS: DATE: 08/16/2025

REVISION: 02  
ADDENDUM #2

SET DESCRIPTION:  
CD SET

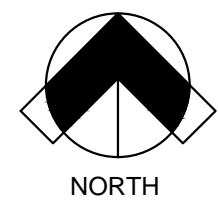
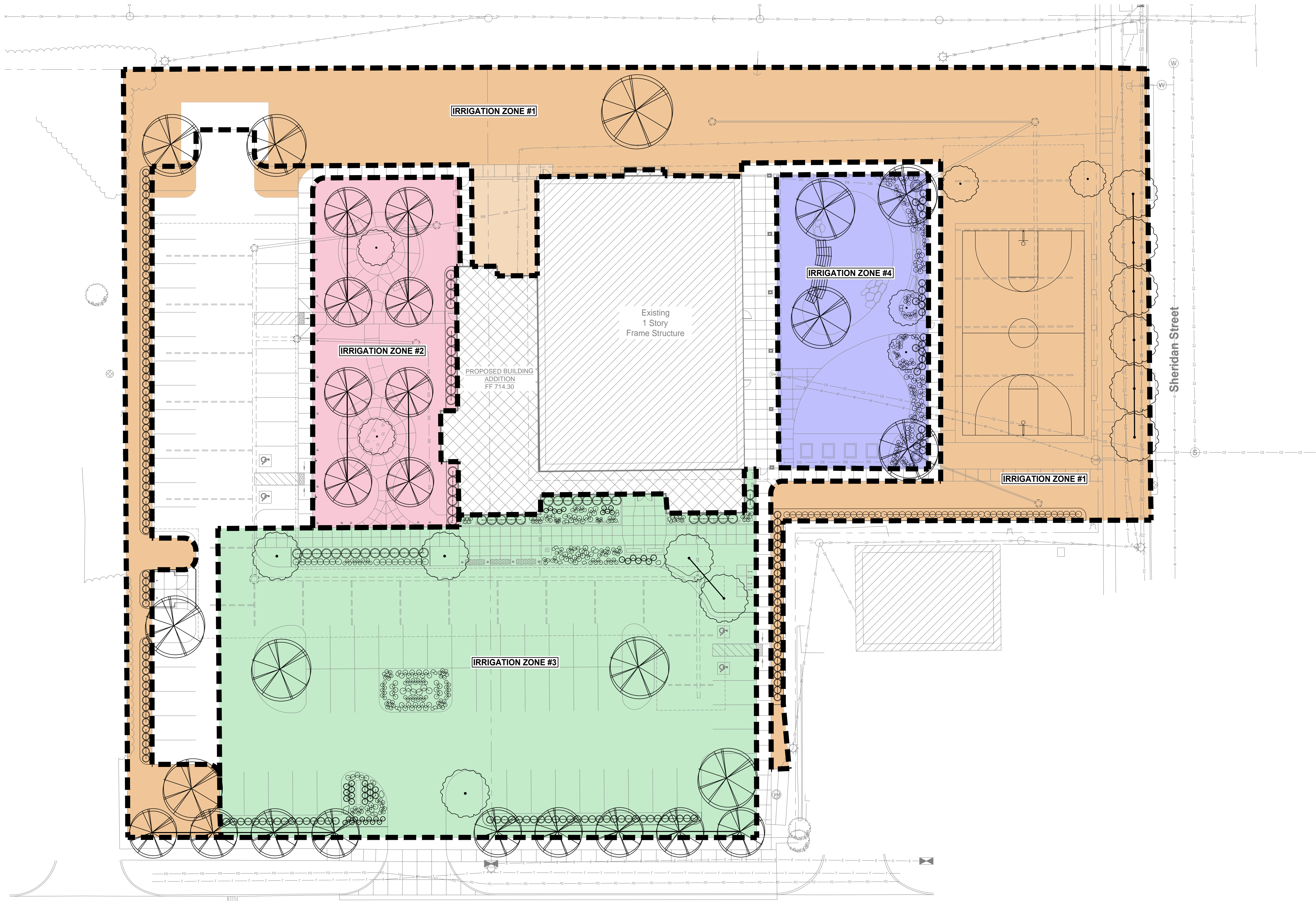
DRAWING CONTENTS:  
SITE LANDSCAPE PLAN- ALTERNATES AND DETAILS

ISSUE DATE: 08.27.2025 PROJECT NO.: 25005

DRAWING NO.: L-101



September 16, 2025 7:39 AM  
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## SITE IRRIGATION ZONES

1" = 20'-0"

### IRRIGATION NOTES:

1. SITE IRRIGATION SHALL BE "ADD" ALTERNATE #7.
2. THE CONTRACTOR SHALL PROVIDE IRRIGATION TO THE PARCEL IN THE AREAS SHOWN ON THE IRRIGATION ZONES DRAWING. THE IRRIGATION SUB-CONTRACTOR IS RESPONSIBLE FOR DESIGN AND INSTALLATION OF THE IRRIGATION SYSTEM AND SHALL PROVIDE PROPOSED DESIGN DRAWINGS TO ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
3. IRRIGATION SHALL BE SET UP IN PHASES AS OUTLINED ON THE IRRIGATION ZONES PLAN.
4. COORDINATE WITH OWNER ON EXACT LOCATION OF THE IRRIGATION CONTROLLER. SHALL BE LOCATED.

### LANDSCAPE LEGEND:

- IRRIGATION ZONE #1
- IRRIGATION ZONE #2
- IRRIGATION ZONE #3
- IRRIGATION ZONE #4



**MKM**  
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CERTIFICATION: 08-27-2025



*Mark D. Reinhold*

CONSULTANT LOGO:

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KEY PLAN:

**Public**  
**Library**  
ST. JOE COUNTY

**SJCPL -**  
**WESTERN**  
**BRANCH**

RENOVATION

4163 W. WESTERN AVE.  
SOUTH BEND, IN 46619

REVISIONS: DATE:  
ADDENDUM #2 09/16/2025

SET DESCRIPTION:  
CD SET  
DRAWING CONTENTS:  
IRRIGATION ZONES

ISSUE DATE: PROJECT NO.:  
08.27.2025 25005  
DRAWING NO.:

L-102





MECHANICAL + ELECTRICAL DESIGN

## **ADDENDUM NO 2**

**Date of Issuance:** SEPTEMBER 18, 2025  
**Project:** SJCPL – WESTERN BRANCH  
**Owner:** ST JOSEPH COUNTY PUBLIC LIBRARY  
**Project No.:** 25.077  
**Original Bid Issue Date:** AUGUST 27, 2025

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### **1.1 NOTICE TO BIDDERS**

- A. This Addendum is issued pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

### **1.2 ATTACHMENTS**

- A. This Addendum includes the following attached Sheets:
  - 1. None

### **1.3 REVISIONS TO SPECIFICATIONS:**

- 1. None

### **1.4 REVISIONS TO DRAWING SHEETS**

- 1. None

### **1.5 RESPONSE TO QUESTIONS:**

- A. Gas piping detail 44/P511 shows a regulator for the RTU gas connection detail. Is this a high-pressure or low-pressure system? If high-pressure, what is the pressure?
  - 1. The gas system is designed as a low-pressure system. The contractor shall include regulators if necessary to meet the gas requirements for the RTU's.

**END OF ADDENDUM NO 2**