DU PAGE COUNTY

Transportation Committee

Draft Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, February 17, 2026 **10:00 AM** **Room 3500B**

1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Mary Ozog at 10:00 AM.

2. ROLL CALL

PRESENT	Covert, Evans, Garcia, Ozog, Tornatore, and Zay

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. **26-0632**

DuPage County Transportation Committee Meeting-Tuesday February 3, 2026.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

6. BUDGET TRANSFERS

6.A. **26-0709**

Budget Transfer of $1,071,647 from 1500-3500-54020 Building Construction to 1500-3500-54070 Waste Water System Infrastructure; funds needed for the DuDOT East Campus Site Improvements.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

7. PROCUREMENT REQUISITIONS

7.A. **26-0588**

Recommendation for the approval of a contract to Hopkins Ford of Elgin Inc., to furnish and deliver hybrid transmission parts and repair services, as needed, for the Division of Transportation, for the period of April 1, 2026 through March 31, 2027, for a contract total not to exceed $15,000; per renewal option under bid award #24-015-DOT, second of three options to renew.

Discussion held.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

7.B. **26-0589**

Recommendation for the approval of a contract to King Transmission Co., to furnish and deliver transmission parts and repair services, as needed for the Division of Transportation, for the period of April 1, 2026 through March 31, 2027, for a contract total not to exceed $15,000; per renewal option under bid award #24-015-DOT, second of three options to renew.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

7.C. **DT-P-0010-26**

Recommendation for the approval of a contract to JX Truck Center of Elmhurst, to furnish and deliver Cummins Engine repair and replacement parts, as needed for the Division of Transportation, for the period of April 1, 2026 through March 31, 2027, for a contract total not to exceed $50,000; per renewal option under bid award #24-010-DOT, second of three options to renew.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

7.D. **DT-P-0011-26**

Recommendation for the approval of a contract purchase order to Al Warren Oil Company, Inc., to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Public Works, for the period of April 1, 2026 through March 31, 2027, for a contract total not to exceed $1,750,000 (Division of Transportation $1,000,000, Public Works $750,000); per renewal option under bid # 23-011-DOT, third and final renewal.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

7.E. **DT-P-0012-26**

Recommendation for the approval of a contract purchase order to Earthwerks Land Improvement, for Sanitary Sewer Relocation and related grading and landscape restoration, as needed for the Division of Transportation, for the period of February 24, 2026 through May 31, 2027, for a contract total not to exceed $1,071,646.40; per FGMA bid # 26-4226.01.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

8. CHANGE ORDERS

8.A. **26-0703**

DT-R-0015A-25 - Amendment to DT-R-0015-25 issued to Compass Minerals America, Inc., to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 24, 2025 through May 31, 2026; to increase the encumbrance in the amount of $212,370, resulting in an amended contract total amount of $920,270, an increase of 30.0%.

Discussion held.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

9. OLD BUSINESS

Member Zay asked for an update on the Planning Study at the East Branch DuPage River Trail. Director Travia noted that the determination of a preferred alignment is underway and that a public meeting to share this information with stakeholders and the community will be held later this fall.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

With no further business, Chair Ozog moved and Member Garcia seconded a motion to adjourn the meeting. The motion was approved on voice vote, all "Ayes", motion carried and the meeting was adjourned at 10:08 AM.

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: 26-0632 **Agenda Date:** 2/17/2026 **Agenda #:** 5.A.

DU PAGE COUNTY

Transportation Committee

Draft Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, February 3, 2026 **10:00 AM** **Room 3500B**

1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Mary Ozog at 10:00 AM.

2. ROLL CALL

PRESENT	Covert, Evans, Ozog, Tornatore, and Zay
LATE	Garcia

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. **26-0431**

DuPage County Transportation Committee Meeting-Tuesday January 20, 2026.

Member Garcia entered the meeting at 10:02 AM.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

6. BUDGET TRANSFERS

6.A. **26-0544**

Budget Transfer of $7,850 from 1500-3510-50080 Salary & Wage Adjustments to 1500-3510-51010 Employer Share IMRF and 1500-3510-51030 Employer Share Social Security; additional funds needed for final FY2025 Personnel wages.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

6.B. **26-0545**

Budget Transfer of $10,600 from 1500-3520-50080 Salary & Wage Adjustments to 1500-3520-50000 Regular Salaries and 1500-3520-51000 Benefit Payments; additional funds needed for final FY2025 Personnel wages.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

7. PROCUREMENT REQUISITIONS

7.A. **26-0349**

Recommendation for the approval of a contract purchase order to Graybar Electric Co., to furnish and deliver ABL-Lithonia Lighting, for the Division of Transportation Fleet 180 Building, for the period of February 4, 2026 through November 30, 2026, for a contract total not to exceed $21,738.50; contract pursuant to the Intergovernmental Cooperation Act (OMNIA #EV2370).

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

7.B. **26-0371**

Recommendation for the approval of a contract purchase order to IDEX Holdings, Inc., to furnish and deliver one (1) Envirosight Sewer Camera, for the Division of Transportation, for the period of February 4, 2026 through November 30, 2026, for a contract total not to exceed $22,033.28; contract pursuant to the Intergovernmental Cooperation Act (Sourcewell #120721-EVS).

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

8. CHANGE ORDERS

8.A. **26-0527**

DT-P-0242D-19 - Amendment to Resolution DT-P-0242C-19, issued to TranSystems Corporation, for Professional Preliminary Engineering Services for improvements at CH 23/ Naperville Road at Illinois 38, Section 19-00195-05-CH, to increase the contract price in the amount of $39,346.76, resulting in an amended contract total amount of $458,750.78, an increase of 9.38% and a cumulative increase of 79.26%.

Discussion held.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

9. OLD BUSINESS

Director Travia requested a consensus on pre-ordering the FY27 Plow Trucks in FY26. The Transportation Committee gave consensus.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

With no further business, Chair Ozog moved and Member Zay seconded a motion to adjourn the meeting. The motion was approved on voice vote, all "ayes", motion carried and the meeting was adjourned at 10:12 AM.

Budget Transfer

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-0709 **Agenda Date:** 2/17/2026 **Agenda #:** 6.A.

FY26

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective April 1, 2025

From: 1500 (Company #)

DOT ADMINISTRATION
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance Prior to Transfer	After Transfer	Date of Balance
3500	54020		BUILDING CONSTRUCTION	$ 1,071,647.00	6,250,000.00	5,178,353.00	2/10/26
			Total	$ 1,071,647.00			

To: 1500 (Company #)

DOT ADMINISTRATION
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance Prior to Transfer	After Transfer	Date of Balance
3500	54070		WASTE WTR SYS INFRASTRUCTURE	$ 1,071,647.00	Ø	1,071,647.00	2/10/26
			Total	$ 1,071,647.00			

Reason for Request:

Funds needed for the DuDOT East Campus Site Improvements located at 523 N. County Farm Road.

Signature on file _____ 2/9/26
Department Head Date

Activity _____ (optional)

Signature on file _____ 2/10/26
Chief Financial Officer Date

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 26 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

DOT - 2/17/26
FIN/CB - 2/24/26

Transportation Requisition under $30,000

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-0588 **Agenda Date:** 2/17/2026 **Agenda #:** 7.A.

Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-0588	RFP, BID, QUOTE OR RENEWAL #: #24-015-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $15,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 02/17/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $60,000.00
	CURRENT TERM TOTAL COST: $15,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		*Department Information*	
VENDOR: Hopkins Ford of Elgin Inc.	VENDOR #: 43684	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Jeff Hopkins	VENDOR CONTACT PHONE: 847-741-7500	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: jeff@ronhopkinsford.com	VENDOR WEBSITE:	DEPT REQ #: 26-1500-19	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).

Recommendation for the approval of a contract to Hopkins Ford of Elgin Inc., to furnish and deliver hybrid transmission parts and repair services for the DOT Fleet on an as-needed basis, for the period of April 1, 2026 through March 31, 2027, for a contract total not to exceed $15,000.00; per renewal option under bid award #24-015-DOT, second of three options to renew.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

To provide hybid transmission parts and repair services for the County owned hybrid vehicles.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Hopkins Ford of Elgin Inc.	Vendor#: 43684	Dept: Division of Transportation	Division: Accounts Payable
Attn: Jeff Hopkins	Email: jeff@ronhopkinsford.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 1045 E. Chicago St.	City: Elgin	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60120	State: IL	Zip: 60187
Phone: 847-741-7500	Fax:	Phone: 630-407-6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: Hopkins Ford of Elgin Inc.	Vendor#: 43684	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: 1045 E. Chicago St.	City: Elgin	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60120	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2026	Contract End Date (PO25): Mar 31, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Hybrid Transmission Parts & Repair Servcies	FY26	1500	3520	53380		10,000.00	10,000.00
2	1	EA		Hybrid Transmission Parts & Repair Servcies	FY27	1500	3520	53380		5,000.00	5,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 15,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver hybrid transmission parts and repair services for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Jeff Hopkins, William Bell, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
SERVICE REPAIR & REBUILT TRANSMISSION 24-015-DOT
BID TABULATION

✓

				Hopkins Ford of Elgin, Inc.		King Transmission Co., Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Ford 4R100	EA	1	$ 3,117.00	$ 3,117.00	$ 1,995.00	$ 1,995.00
2	Ford 4R70	EA	1	$ 3,034.53	$ 3,034.53	$ 1,995.00	$ 1,995.00
3	Ford 6F35	EA	1	$ 4,642.87	$ 4,642.87	$ 2,895.00	$ 2,895.00
4	Ford 6F50 (FWD)	EA	1	$ 4,625.13	$ 4,625.13	$ 2,995.00	$ 2,995.00
5	Ford 6F50 (AWD)	EA	1	$ 4,885.68	$ 4,885.68	$ 3,295.00	$ 3,295.00
6	Ford 8F35	EA	1	$ 3,180.58	$ 3,180.58	$ 3,895.00	$ 3,895.00
7	Ford 5R55W	EA	1	$ 4,525.40	$ 4,525.40	$ 1,995.00	$ 1,995.00
8	Ford 5R55W (4WD)	EA	1	$ 4,525.40	$ 4,525.40	$ 2,195.00	$ 2,195.00
9	Ford 5R110W	EA	1	$ 5,914.11	$ 5,914.11	$ 2,695.00	$ 2,695.00
10	Ford 6R80	EA	1	$ 3,935.26	$ 3,935.26	$ 3,295.00	$ 3,295.00
11	Ford 6R80 (4x4)	EA	1	$ 4,928.51	$ 4,928.51	$ 3,695.00	$ 3,695.00
12	Ford 6R140	EA	1	$ 6,336.52	$ 6,336.52	$ 3,295.00	$ 3,295.00
13	Ford 6R140 (4x4)	EA	1	$ 6,206.15	$ 6,206.15	$ 3,695.00	$ 3,695.00
14	Ford 10R80	EA	1	$ 5,071.55	$ 5,071.55	$ 4,895.00	$ 4,895.00
15	Ford Hybrid 10R60	EA	1	$ 6,090.79	$ 6,090.79	No Bid	
16	Ford Hybrid 10R80	EA	1	$ 3,686.84	$ 3,686.84	No Bid	
17	Ford Hybrid 10R80MHT	EA	1	$ 5,950.00	$ 5,950.00	No Bid	
18	Ford Transit 6F35	EA	1	$ 3,705.54	$ 3,705.54	$ 2,895.00	$ 2,895.00

				✓ Hopkins Ford of Elgin, Inc.		✓ King Transmission Co., Inc.	
19	Ford Transit 6F50	EA	1	**$ 3,705.54**	**$ 3,705.54**	**$ 3,295.00**	**$ 3,295.00**
20	Ford Transit 6F55	EA	1	**$ 3,705.54**	**$ 3,705.54**	**$ 3,295.00**	**$ 3,295.00**
21	General Motors 6T40	EA	1	**$ 4,132.68**	**$ 4,132.68**	**$ 3,495.00**	**$ 3,495.00**
22	General Motors 6T70	EA	1	**$ 5,442.36**	**$ 5,442.36**	**$ 3,495.00**	**$ 3,495.00**
23	General Motors (6L80/6L90)	EA	1	**$ 5,281.87**	**$ 5,281.87**	**$ 3,695.00**	**$ 3,695.00**
24	General Motors 4L60E	EA	1	**$ 3,134.86**	**$ 3,134.86**	**$ 2,295.00**	**$ 2,295.00**
25	General Motors 4L80E	EA	1	**$ 4,117.20**	**$ 4,117.20**	**$ 2,695.00**	**$ 2,695.00**
26	General Motors 4L80E (4x4)	EA	1	**$ 5,281.87**	**$ 5,281.87**	**$ 2,895.00**	**$ 2,895.00**
27	General Motors 4T65E	EA	1	**$ 2,972.10**	**$ 2,972.10**	**$ 2,295.00**	**$ 2,295.00**
28	Dodge/Chrysler 62T	EA	1	**$ 3,960.00**	**$ 3,960.00**	**$ 2,695.00**	**$ 2,695.00**
29	Dodge/Chrysler A604/42LE	EA	1	**$ 4,680.00**	**$ 4,680.00**	**$ 2,195.00**	**$ 2,195.00**
Section 2 - Labor Rates							
30	Hourly Rates - Minor Repairs	HR	50	**$ 120.00**	**$ 6,000.00**	**$ 110.00**	**$ 5,500.00**
31	Towing Charge - Pickup and Drop off (round-trip)	EA	1	**$ 375.00**	**$ 375.00**	**$ 175.00**	**$ 175.00**
Section 3 - Parts							
NO.	ITEM	EST. VALUE		MARK-UP OR DISCOUNT %	EXTENDED PRICE	MARK-UP OR DISCOUNT %	EXTENDED PRICE
32	Transmission Parts	$ 5,000.00		**20%**	**$ 6,000.00**	**0%**	**$ 5,000.00**
				GRAND TOTAL	$ 143,150.88		**$ 88,745.00**

NOTES

Bid Opening 1/24/2024 @ 2:30 PM	VC, NE
Invitations Sent	24
Total Vendors Requesting Documents	1
Total Bid Responses	2

SECTION 7 - BID FORM PRICING

The contractor shall provide pricing for Sections 1 – 4. Hourly rates shall include overhead. Quantities listed are canvassing quantities. Goods shall be shipped F.O.B. Destination. Pricing shall include shipping to DuPage County Division of Transportation, 180 N. County Farm Road, Wheaton, IL 60187.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 1: Transmission Rebuilds					
1	Ford 4R100	EA	1	$ 3117.00	$
2	Ford 4R70	EA	1	$ 3034.53	$
3	Ford 6F35	EA	1	$ 4642.87	$
4	Ford 6F50 (FWD)	EA	1	$ 4625.13	$
5	Ford 6F50 (AWD)	EA	1	$ 4885.68	$
6	Ford 8F35	EA	1	$ 3180.58	$
7	Ford 5R55W	EA	1	$ 4525.40	$
8	Ford 5R55W (4WD)	EA	1	$ 4525.40	$
9	Ford 5R110W	EA	1	$ 5914.11	$
10	Ford 6R80	EA	1	$ 3935.26	$
11	Ford 6R80 (4x4)	EA	1	$ 4928.51	$
12	Ford 6R140	EA	1	$ 6336.52	$
13	Ford 6R140 (4x4)	EA	1	$ 6206.15	$
14	Ford 10R80	EA	1	$ 5071.55	$
15	Ford Hybrid 10R60	EA	1	$ 6090.79	$
16	Ford Hybrid 10R80	EA	1	$ 3686.84	$
17	Ford Hybrid 10R80MHT	EA	1	$ 5950.00	$
18	Ford Transit 6F35	EA	1	$ 3705.54	$
19	Ford Transit 6F50	EA	1	$ 3705.54	$
20	Ford Transit 6F55	EA	1	$ 3705.54	$
21	General Motors 6T40	EA	1	$ 4132.68	$
22	General Motors 6T70	EA	1	$ 5442.36	$
23	General Motors (6L80/6L90)	EA	1	$ 5281.87	$
24	General Motors 4L60E	EA	1	$ 3134.86	$
25	General Motors 4L80E	EA	1	$ 4117.20	$
26	General Motors 4L80E (4x4)	EA	1	$ 5281.87	$
27	General Motors 4T65E	EA	1	$ 2972.10	$
28	Dodge/Chrysler 62T	EA	1	$ 3960.00	$
29	Dodge/Chrysler A604/42LE	EA	1	$ 4680.00	$
NO.	**ITEM**	**UOM**	**QTY**	**PRICE**	**EXTENDED PRICE**
SECTION 2 - Labor Rates					
30	Hourly Rates - Minor Repairs	HR	50	$ 120.00	$ 6,000.00
31	Towing Charge – Pickup and Drop off (round-trip)	EA	1	$ 375.00	$ 375.00

NO.	ITEM	EST. VALUE	% MARK-UP or DISCOUNT	EXTENDED PRICE
SECTION 3 - Parts				
32	Transmission Parts	$5,000	20 %	6,000
			GRAND TOTAL	$6,000
GRAND TOTAL (In words)				

SECTION 4

Provide percentage markup, or discount, for any transmission not included in **SECTION 1**.

NO.	ITEM	% MARK-UP or DISCOUNT
SECTION 4 – Transmission not included in SECTION 1.		
33	Transmission	20 %

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X Signature on file _____

(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 24th day of January AD, 20 24

Signature on file

(Notary Public) My Commission Expires: May 19, 2026

ANGEL JOY PIENIAZEK
Official Seal
Notary Public - State of Illinois
My Commission Expires May 19, 2026
SEAL

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Hopkins Ford	NAME	
CONTACT	Brian Roak	CONTACT	
ADDRESS	1045 E Chicago ST	ADDRESS	
CITY ST ZIP	Elgin, IL 60102	CITY ST ZIP	
TX	(847) 741-7500	TX	
FX		FX	
EMAIL	Broak@KenHopkinsFord.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6900 EMAIL : DOTFinance@dupagecounty.gov		DuPage County Division of Transportation 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6931 EMAIL: william.bell@dupagecounty.gov	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED, AND INSTALLED

(FREIGHT INCLUDED IN PRICE)

The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Hopkins Ford of Elgin Inc. located at 1045 E. Chicago St., Elgin, IL 60120, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-015-DOT which became effective on 4/1/2025 and which will expire 3/31/2026. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 3/31/2027.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

THE COUNTY OF DUPAGE	CONTRACTOR
	Signature on file
SIGNATURE	
Henry Kocker	JEFF HOPKINS
PRINTED NAME	PRINTED NAME
Buyer I	PRESIDENT
PRINTED TITLE	PRINTED TITLE
	1/7/2026
DATE	DATE

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	**24-015-DOT**
COMPANY NAME:	HOPKINS FORD OF ELGIN, INC.
CONTACT PERSON:	JEFF HOPKINS
CONTACT EMAIL:	JEFF@RONHOPKINSFORD.COM

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ☐ Yes
- ☑ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

Ethics | DuPage Co, IL

The full text of the County's Procurement Ordinance is available at:

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: JEFF HOPKINS Signature: Signature on file

Title: PRESIDENT Date: 1/7/25

Transportation Requisition under $30,000

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-0589 **Agenda Date:** 2/17/2026 **Agenda #:** 7.B.

Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-0589	RFP, BID, QUOTE OR RENEWAL #: #24-015-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $15,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 02/17/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $60,000.00
	CURRENT TERM TOTAL COST: $15,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		*Department Information*	
VENDOR: King Transmission Co., Inc.	VENDOR #: 12424	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Joe Perrota	VENDOR CONTACT PHONE: 630-832-6800	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: kingtrans180@yahoo.com	VENDOR WEBSITE:	DEPT REQ #: 26-1500-20	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).

Recommendation for the approval of a contract to King Transmission Co., to furnish and deliver transmission parts and repair services, for the DOT Fleet on an as-needed basis, for the period of April 1, 2026 through March 31, 2027, for a contract total not to exceed $15,000.00; per renewal option under bid award #24-015-DOT, second of three options to renew.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

To provide transmission parts and repar services for the County owned and operated fleet.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: King Transmission Co., Inc.	Vendor#: 12424	Dept: Division of Transportation	Division: Accounts Payable
Attn: Joe Perrota	Email: kingtrans180@yahoo.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 180 W. Grand Avenue	City: Elmhurst	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60126	State: IL	Zip: 60187
Phone: 630-832-6800	Fax:	Phone: 630-407-6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: King Transmission Co., Inc.	Vendor#: 12424	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: 180 W. Grand Avenue	City: Elmhurst	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60126	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2026	Contract End Date (PO25): Mar 31, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Transmission Parts & Repair Servcies	FY26	1500	3520	53380		10,000.00	10,000.00
2	1	EA		Transmission Parts & Repair Servcies	FY27	1500	3520	53380		5,000.00	5,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 15,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver transmission parts and repair services for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Joe Perrotta, William Bell, Roula Eikosidekas, and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
SERVICE REPAIR & REBUILT TRANSMISSION 24-015-DOT
BID TABULATION

✓

				Hopkins Ford of Elgin, Inc.		King Transmission Co., Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Ford 4R100	EA	1	$ 3,117.00	$ 3,117.00	$ 1,995.00	$ 1,995.00
2	Ford 4R70	EA	1	$ 3,034.53	$ 3,034.53	$ 1,995.00	$ 1,995.00
3	Ford 6F35	EA	1	$ 4,642.87	$ 4,642.87	$ 2,895.00	$ 2,895.00
4	Ford 6F50 (FWD)	EA	1	$ 4,625.13	$ 4,625.13	$ 2,995.00	$ 2,995.00
5	Ford 6F50 (AWD)	EA	1	$ 4,885.68	$ 4,885.68	$ 3,295.00	$ 3,295.00
6	Ford 8F35	EA	1	$ 3,180.58	$ 3,180.58	$ 3,895.00	$ 3,895.00
7	Ford 5R55W	EA	1	$ 4,525.40	$ 4,525.40	$ 1,995.00	$ 1,995.00
8	Ford 5R55W (4WD)	EA	1	$ 4,525.40	$ 4,525.40	$ 2,195.00	$ 2,195.00
9	Ford 5R110W	EA	1	$ 5,914.11	$ 5,914.11	$ 2,695.00	$ 2,695.00
10	Ford 6R80	EA	1	$ 3,935.26	$ 3,935.26	$ 3,295.00	$ 3,295.00
11	Ford 6R80 (4x4)	EA	1	$ 4,928.51	$ 4,928.51	$ 3,695.00	$ 3,695.00
12	Ford 6R140	EA	1	$ 6,336.52	$ 6,336.52	$ 3,295.00	$ 3,295.00
13	Ford 6R140 (4x4)	EA	1	$ 6,206.15	$ 6,206.15	$ 3,695.00	$ 3,695.00
14	Ford 10R80	EA	1	$ 5,071.55	$ 5,071.55	$ 4,895.00	$ 4,895.00
15	Ford Hybrid 10R60	EA	1	$ 6,090.79	$ 6,090.79	No Bid	
16	Ford Hybrid 10R80	EA	1	$ 3,686.84	$ 3,686.84	No Bid	
17	Ford Hybrid 10R80MHT	EA	1	$ 5,950.00	$ 5,950.00	No Bid	
18	Ford Transit 6F35	EA	1	$ 3,705.54	$ 3,705.54	$ 2,895.00	$ 2,895.00

				✓ Hopkins Ford of Elgin, Inc.		✓ King Transmission Co., Inc.	
19	Ford Transit 6F50	EA	1	**$ 3,705.54**	**$ 3,705.54**	**$ 3,295.00**	**$ 3,295.00**
20	Ford Transit 6F55	EA	1	**$ 3,705.54**	**$ 3,705.54**	**$ 3,295.00**	**$ 3,295.00**
21	General Motors 6T40	EA	1	**$ 4,132.68**	**$ 4,132.68**	**$ 3,495.00**	**$ 3,495.00**
22	General Motors 6T70	EA	1	**$ 5,442.36**	**$ 5,442.36**	**$ 3,495.00**	**$ 3,495.00**
23	General Motors (6L80/6L90)	EA	1	**$ 5,281.87**	**$ 5,281.87**	**$ 3,695.00**	**$ 3,695.00**
24	General Motors 4L60E	EA	1	**$ 3,134.86**	**$ 3,134.86**	**$ 2,295.00**	**$ 2,295.00**
25	General Motors 4L80E	EA	1	**$ 4,117.20**	**$ 4,117.20**	**$ 2,695.00**	**$ 2,695.00**
26	General Motors 4L80E (4x4)	EA	1	**$ 5,281.87**	**$ 5,281.87**	**$ 2,895.00**	**$ 2,895.00**
27	General Motors 4T65E	EA	1	**$ 2,972.10**	**$ 2,972.10**	**$ 2,295.00**	**$ 2,295.00**
28	Dodge/Chrysler 62T	EA	1	**$ 3,960.00**	**$ 3,960.00**	**$ 2,695.00**	**$ 2,695.00**
29	Dodge/Chrysler A604/42LE	EA	1	**$ 4,680.00**	**$ 4,680.00**	**$ 2,195.00**	**$ 2,195.00**
Section 2 - Labor Rates							
30	Hourly Rates - Minor Repairs	HR	50	**$ 120.00**	**$ 6,000.00**	**$ 110.00**	**$ 5,500.00**
31	Towing Charge - Pickup and Drop off (round-trip)	EA	1	**$ 375.00**	**$ 375.00**	**$ 175.00**	**$ 175.00**
Section 3 - Parts							
NO.	ITEM	EST. VALUE		MARK-UP OR DISCOUNT %	EXTENDED PRICE	MARK-UP OR DISCOUNT %	EXTENDED PRICE
32	Transmission Parts	$ 5,000.00		**20%**	**$ 6,000.00**	**0%**	**$ 5,000.00**
				GRAND TOTAL	$ 143,150.88		**$ 88,745.00**

NOTES

Bid Opening 1/24/2024 @ 2:30 PM	VC, NE
Invitations Sent	24
Total Vendors Requesting Documents	1
Total Bid Responses	2

The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and King Transmission Co., Inc. located at 180 W. Grand Ave., Elmhurst, IL 60126, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-015-DOT which became effective on 4/1/2025 and which will expire 3/31/2026. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 3/31/2027.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

THE COUNTY OF DUPAGE	**CONTRACTOR**
	Signature on file
SIGNATURE	
Henry Kocker	Joseph Perrotta
PRINTED NAME	PRINTED NAME
Buyer I	Secretary
PRINTED TITLE	PRINTED TITLE
	1/21/2026
DATE	DATE

SECTION 7 - BID FORM PRICING

The contractor shall provide pricing for Sections 1 – 4. Hourly rates shall include overhead. Quantities listed are canvassing quantities. Goods shall be shipped F.O.B. Destination. Pricing shall include shipping to DuPage County Division of Transportation, 180 N. County Farm Road, Wheaton, IL 60187.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 1: Transmission Rebuilds					
1	Ford 4R100	EA	1	$ 1995 00	$ 1995 00
2	Ford 4R70	EA	1	$ 1995 00	$ 1995 00
3	Ford 6F35	EA	1	$ 2895 00	$ 2895 00
4	Ford 6F50 (FWD)	EA	1	$ 2995 00	$ 2995 00
5	Ford 6F50 (AWD)	EA	1	$ 3295 00	$ 3295 00
6	Ford 8F35	EA	1	$ 3895 00	$ 3895 00
7	Ford 5R55W	EA	1	$ 1995 00	$ 1995 00
8	Ford 5R55W (4WD)	EA	1	$ 2195 00	$ 2195 00
9	Ford 5R110W	EA	1	$ 2695 00	$ 2695 00
10	Ford 6R80	EA	1	$ 3295 00	$ 3295 00
11	Ford 6R80 (4x4)	EA	1	$ 3695 00	$ 3695 00
12	Ford 6R140	EA	1	$ 3295 00	$ 3295 00
13	Ford 6R140 (4x4)	EA	1	$ 3695 00	$ 3695 00
14	Ford 10R80	EA	1	$ 4895 00	$ 4895 00
15	Ford Hybrid 10R60	EA	1	$ N/A	$ N/A
16	Ford Hybrid 10R80	EA	1	$ N/A	$ N/A
17	Ford Hybrid 10R80MHT	EA	1	$ N/A	$ N/A
18	Ford Transit 6F35	EA	1	$ 2895 00	$ 2895 00
19	Ford Transit 6F50	EA	1	$ 3295 00	$ 3295 00
20	Ford Transit 6F55	EA	1	$ 3295 00	$ 3295 00
21	General Motors 6T40	EA	1	$ 3495 00	$ 3495 00
22	General Motors 6T70	EA	1	$ 3495 00	$ 3495 00
23	General Motors (6L80/6L90)	EA	1	$ 3695 00	$ 3695 00
24	General Motors 4L60E	EA	1	$ 2295 00	$ 2295 00
25	General Motors 4L80E	EA	1	$ 2695 00	$ 2695 00
26	General Motors 4L80E (4x4)	EA	1	$ 2895 00	$ 2895 00
27	General Motors 4T65E	EA	1	$ 2295 00	$ 2295 00
28	Dodge/Chrysler 62T	EA	1	$ 2695 00	$ 2695 00
29	Dodge/Chrysler A604/42LE	EA	1	$ 2195 00	$ 2195 00
NO.	**ITEM**	**UOM**	**QTY**	**PRICE**	**EXTENDED PRICE**
SECTION 2 - Labor Rates					
30	Hourly Rates - Minor Repairs	HR	50	$ 110.00	$ 5500.00
31	Towing Charge – Pickup and Drop off (round-trip)	EA	1	$ 175.00	$ 175.00

All prices include a 12 month / 12,000 mile warranty (whichever occurs first)

NO.	ITEM	EST. VALUE	% MARK-UP or DISCOUNT	EXTENDED PRICE
SECTION 3 - Parts				
32	Transmission Parts	$5,000	0 %	5,000.00
			GRAND TOTAL	$ 88,745.00
GRAND TOTAL (In words)				

SECTION 4

Provide percentage markup, or discount, for any transmission not included in **SECTION 1**.

NO.	ITEM	% MARK-UP or DISCOUNT
SECTION 4 – Transmission not included in SECTION 1.		
33	Transmission	+ 5.0 %

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

x Signature on file

Gennaro Perrotta, President

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 20th day of January AD, 2024

Signature on file

(Notary Public)

My Commission Expires: 11/25/2025

JOSEPH D. PERROTTA
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Nov 25, 2025

SEAL

SECTION 9 - MANDATORY FORM
SERVICE REPAIR & REBUILT TRANSMISSIONS FOR DUPAGE COUNTY FLEET VEHICLES 24-015-DOT

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	King Transmission Co., Inc.		
Main Business Address	180 W. Grand Ave.		
City, State, Zip Code	Elmhurst, IL 60126		
Telephone Number	630-832-6800	Email Address	Signature on file
Bid Contact Person	Joe Perrotta		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☐ a Member authorized to sign on behalf of the Partnership ☒ an Officer of the Corporation ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Gennaro Perrotta
(President or Partner)

Frank Carbonara
(Vice-President or Partner)

Joseph Perrotta
(Secretary or Partner)

Frank Burdi
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. __, _____, ____, and ____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	**24-015-DOT**
COMPANY NAME:	King Transmission Co., Inc.
CONTACT PERSON:	Joe Perrotta
CONTACT EMAIL:	Kingtrans180@yahoo.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ☐ Yes
- ☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

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Ethics | DuPage Co, IL

The full text of the County's Procurement Ordinance is available at:

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Joseph Perrotta Signature: Signature on file

Title: Secretary Date: 1/21/26

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DT-P-0010-26 **Agenda Date:** 2/17/2026 **Agenda #:** 7.C.

AWARDING RESOLUTION
ISSUED TO PETERBILT ILLINOIS
D/B/A JX TRUCK CENTER, ELMHURST
TO FURNISH AND DELIVER
CUMMINS ENGINE REPAIR AND REPLACEMENT PARTS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $50,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Peterbilt Illinois, d/b/a JX Truck Center, Elmhurst, to furnish and deliver Cummins engine repair and replacement parts for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Cummins engine repair and replacement parts for the Division of Transportation, is hereby approved for issuance to Peterbilt Illinois, d/b/a JX Truck Center, Elmhurst, 216 West Diversey Ave, Elmhurst, Illinois 60126, for a contract total not to exceed $50,000.00, per lowest responsible bid 24-010-DOT.

Enacted and approved this 24th day of February, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-0590	RFP, BID, QUOTE OR RENEWAL #: #24-010-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $60,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 02/17/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $240,000.00
	CURRENT TERM TOTAL COST: $50,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		*Department Information*	
VENDOR: Peterbilt Illinois d/b/a JX Truck Center - Elmhurst	VENDOR #: 24920	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Bernie Pastirik	VENDOR CONTACT PHONE: 630-516-3560	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: bpastirik@jxe.com	VENDOR WEBSITE:	DEPT REQ #: 26-1500-21	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).

Recommendation for the approval of a contract to JX Truck Center of Elmhurst, to furnish and deliver Cummins Engine repair and replacement parts, for the DOT Fleet on an as-needed basis, for the period of April 1, 2026 through March 31, 2027, for a contract total not to exceed $50,000.00; per renewal option under bid award #24-010-DOT, second of three options to renew.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

To provide Cummins Engine repair and replacement parts required for the repair and maintenance of County owned and operated vehicles and equipment.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: JX Truck Center - Elmhurst	Vendor#: 24920	Dept: Division of Transportation	Division: Accounts Payable
Attn: Bernie Pastirik	Email: bpastirik@jxe.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 216 West Diversey Ave.	City: Elmhurst	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60126	State: IL	Zip: 60187
Phone: 630-516-3560	Fax:	Phone: 630-407-6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: JX Enterprise Inc.	Vendor#: 24920	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: PO Box 713113	City: Chicago	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60677-0313	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2026	Contract End Date (PO25): Mar 31, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Cummins Engine repair and replacement parts	FY26	1500	3520	52250		40,000.00	40,000.00
2	1	EA		Cummins Engine repair and replacement parts	FY27	1500	3520	52250		10,000.00	10,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 50,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Cummins Engine repair and replacement parts for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Bernie Pastirik, Drew Blane (dblane@jxe.com), William Bell, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

SECTION 6 - BID FORM PRICING

Any value shown is estimated only and is provided for bid canvassing purposes. Orders will be placed on an as-needed basis with quantities specified at the time orders are placed. Contractor will provide either a Firm mark-up or discount to manufacture list prices. All parts pricing shall be FOB (freight pre-paid) and delivered to 180 N. County Farm Road, Wheaton, IL 60187.

In the Percentage From Suggested List Price field, include (+) or (-) with the amount. Example: +5% or -5%.

DESCRIPTION	VALUE OF PARTS	PERCENTAGE (+ or -) FROM SUGGESTED LIST PRICE	TOTAL NET COST WITH DISCOUNT OR MARK-UP
Manufacturer's Cost Price List	**$50,000**	**-28%**	**$36000**

SECTION 7 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on file Regional Outside Sales Manager

(Signature and Title)

CORPORATE SEAL (If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this day of AD, 20

My Commission Expires:
(Notary Public)

SEAL

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	JX Truck Center Elmhurst		
Main Business Address	216 W Diversey Ave.		
City, State, Zip Code	Elmhurst, IL 60126		
Telephone Number	630-516-3560	Email Address	pstearns@jxe.com
Bid Contact Person	Patrick Stearns		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☒ a Member authorized to sign on behalf of the Partnership ☐ an Officer of the Corporation ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

(President or Partner) (Vice-President or Partner) Richard Yezzi

(Secretary or Partner) (Treasurer or Partner) Mark Muskevitsch

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. __, _____, ____, and ____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	JX Truck Center Elmhurst	NAME	JX Enterprises Inc.
CONTACT	Patrick Stearns	CONTACT	
ADDRESS	216 W Diversey Ave.	ADDRESS	BOX 713113
CITY ST ZIP	Elmhurst, IL 60126	CITY ST ZIP	Chicago, IL 60677-0313
TX	630-516-3560	TX	262-513-6450
FX		FX	
EMAIL	pstearns@jxe.com	EMAIL	

COUNTY BILL TO INFORMATION:	COUNTY SHIP TO INFORMATION:
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6892	DuPage County Division of Transportation Attn: William Bell 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6927

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED

(FREIGHT INCLUDED IN PRICE)

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
CUMMINS ENGINE REPAIR & REPLACEMENT PARTS 24-010-DOT
BID TABULATION

✓

			Peterbilt Illinois d/b/a JX Truck Center - Elmhurst		Cummins Inc. d/b/a Cummins Sales and Service	
NO.	ITEM	VALUE OF PARTS	**% OF ADJUSTMENT (-, +)**	**EXTENDED PRICE**	% OF ADJUSTMENT (-, +)	EXTENDED PRICE
1	Manufacturer's Cost Price List	$50,000.00	**(-28%)**	**$36,000.00**	(-13%)	$43,500.00
			GRAND TOTAL	**$36,000.00**		$43,500.00

NOTES

Bid Opening 02/20/2024 @ 2:30 PM	DW, BR
Invitations Sent	56
Total Vendors Requesting Documents	2
Total Bid Responses	2

The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Peterbilt Illinois dba JX Truck Enter - Elmhurst located at 216 West Diversey Avenue, Elmhurst, IL 60126 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-010-DOT which became effective on 4/1/2024 and which will expire 3/31/2026. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 3/31/2027.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

THE COUNTY OF DUPAGE	**CONTRACTOR**
	Signature on file
SIGNATURE	
Sara Rogers	BERNARD J. PASTIRIK
PRINTED NAME	PRINTED NAME
Buyer I	OPERATIONS SALES MANAGER
PRINTED TITLE	PRINTED TITLE
	1/20/2026
DATE	DATE

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	24-010-DOT
COMPANY NAME:	JX Truck Center
CONTACT PERSON:	Bernie Pastirik
CONTACT EMAIL:	bpastirik@jxe.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

Ethics | DuPage Co, IL

The full text of the County's Procurement Ordinance is available at:

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge

Printed Name: BERNARD J. PASTRIK Signatur Signature on file

Title: OPERATIONS SALES MANAGER Date: 1/20/2026

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DT-P-0011-26 **Agenda Date:** 2/17/2026 **Agenda #:** 7.D.

AWARDING RESOLUTION
ISSUED TO AL WARREN OIL COMPANY, INC.
TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
AND PUBLIC WORKS (CONTRACT TOTAL NOT TO EXCEED $1,750,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest responsible bidder has been designated and the Transportation and Public Works Committees recommend County Board approval for the issuance of a contract purchase order to Al Warren Oil Company, Inc., to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Public Works, for the period of April 1, 2026 through March 31, 2027.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Public Works, for the period of April 1, 2026 through March 31, 2027, and is hereby approved for issuance of a contract purchase order to Al Warren Oil Company, Inc., 1646 Summer Street, Hammond, IN 46320, for a contract total not to exceed $1,750,000.00, third renewal per renewal option under bid # 23-011-DOT, (Division of Transportation $1,000,000.00, Public Works $750,000.00).

Enacted and approved this 24th day of February, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-0591	RFP, BID, QUOTE OR RENEWAL #: #23-011-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $1,750,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 02/17/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $7,000,000.00
	CURRENT TERM TOTAL COST: $1,750,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: THIRD RENEWAL
Vendor Information		*Department Information*	
VENDOR: Al Warren Oil Co Inc.	VENDOR #: 41480	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Arnie Berg	VENDOR CONTACT PHONE: 630-484-4368	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: aberg@alwarrenoil.com	VENDOR WEBSITE:	DEPT REQ #: 26-1500-22	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).

Recommendation for the approval of a contract to Al Warren Oil Co Inc., to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Department of Public Works, for the period of April 1, 2026 through March 31, 2027, for a combined contract total not to exceed $1,750,000.00 (Division of Transportation $1,000,000.00 / Public Works $750,000.00); per renewal option under bid award #23-011-DOT, third and final renewal.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

To provide gasoline and diesel fuel for the DuPage County owned and operated vehicles and equipment.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Al Warren Oil Co Inc.	Vendor#: 41480	Dept: Division of Transportation	Division: Accounts Payable
Attn: Arnie Berg	Email: aberg@alwarrenoil.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 1646 Summer St.	City: Hammond	Address: 421 N. County Farm Road	City: Wheaton
State: IN	Zip: 46320	State: IL	Zip: 60187
Phone: 630-484-4368	Fax:	Phone: 630-407-6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: Al Warren Oil Co Inc.	Vendor#: 41480	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: PO Box 2279	City: Hammond	Address: 180 N. County Farm Road	City: Wheaton
State: IN	Zip: 46323	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2026	Contract End Date (PO25): Mar 31, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT - Gasoline & Diesel Fuel	FY26	1500	3520	52260		500,000.00	500,000.00
2	1	EA		DOT - Gasoline & Diesel Fuel	FY27	1500	3520	52260		500,000.00	500,000.00
3	1	EA		PW - Gasoline & Diesel Fuel	FY26	2000	2665	52260		375,000.00	375,000.00
4	1	EA		PW - Gasoline & Diesel Fuel	FY27	2000	2665	52260		375,000.00	375,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 1,750,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Gasoline and Diesel Fuel for the Division of Transportation in the amount of $1,000,000.00 and Public Works in the amount of $750,000.00 for a combined contract total not to exceed $1,750,000.00.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Arnie Berg, Drew Cormican, William Bell, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
GASOLINE AND DIESEL FUEL 23-011-DOT
BID TABULATION

✓

				AL WARREN OIL CO.			Petroleum Traders Corporation			Offen Petroleum		
NO.	ITEM	UOM	QTY	**MARK-UP (+) OR DISCOUNT (-) cents/gal**	**PRICE**	**EXTENDED PRICE**	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE
1	Gasoline - 87 Octane	GAL	819457	**0.0450**	**$ 2.3905**	**$ 1,958,911.96**	0.0595	$ 2.4050	$ 1,970,794.09	0.0699	$ 2.4154	$ 1,979,316.44
2	Gasoline - 89 Octane*	GAL	558000	**-0.0165**	**$ 2.5805**	**$ 1,439,919.00**	0.0295	$ 2.6265	$ 1,465,587.00	0.0699	$ 2.6669	$ 1,488,130.20
3	Ultra-Low Sulfur Diesel #1**	GAL	16458	**0.2000**	**$ 3.9407**	**$ 64,856.04**	0.0521	$ 3.7928	$ 62,421.90	0.0625	$ 3.8032	$ 62,593.07
4	Ultra-Low Sulfur Diesel #2**	GAL	337500	**0.0450**	**$ 3.0180**	**$ 1,018,575.00**	0.0521	$ 3.0251	$ 1,020,971.25	0.0625	$ 3.0355	$ 1,024,481.25
5	Ultra-Low Sulfur Diesel #2+ Winter Additive	GAL	97500	**0.0450**	**$ 3.0606**	**$ 298,408.50**	0.0721	$ 3.0451	$ 296,897.25	0.0900	$ 3.1056	$ 302,796.00
6	Ultra-Low Sulfur Diesel Blended	GAL	61000	**0.0450**	**$ 3.1715**	**$ 193,461.50**	0.0521	$ 3.1019	$ 189,215.90	0.0625	$ 3.0355	$ 185,165.50
7	Biodiesel - B2	GAL	88600	**0.0450**	**$ 3.0305**	**$ 268,502.30**	0.0521	$ 3.0376	$ 269,131.36	0.0625	$ 3.0480	$ 270,052.80
8	Biodiesel - B5	GAL	165462	**0.0450**	**$ 3.0381**	**$ 502,690.10**	0.0521	$ 3.0452	$ 503,864.88	0.0625	$ 3.0556	$ 505,585.69
9	Biodiesel - B11	GAL	15000	**0.0450**	**$ 3.0381**	**$ 45,571.50**	0.0521	$ 3.0402	$ 45,603.00		NO BID	
10	Biodiesel - B20	GAL	60000	**0.0450**	**$ 3.0431**	**$ 182,586.00**	0.0521	$ 3.0502	$ 183,012.00	0.0625	$ 3.0606	$ 183,636.00
11	Off-Road Diesel with Winter Additive	GAL	100000	**0.1000**	**$ 3.1206**	**$ 312,060.00**	0.0721	$ 3.0501	$ 305,010.00	0.0900	$ 3.1205	$ 312,050.00
12	Off-Road Diesel	GAL	26473	**0.1000**	**$ 3.0780**	**$ 81,483.89**	0.0521	$ 3.0301	$ 80,215.84	0.0625	$ 3.0930	$ 81,880.99
13	Biocide Additive	GAL		**0.0500**			0.0400				NO BID	
					GRAND TOTAL	**$ 6,367,025.80**			$ 6,392,724.47			$ 6,395,687.93

NOTES
1) Price is reflective of OPIS LOW Chicago Rack Base Published price list for January 14, 2023.
2) Offen Petroleum a) provided a price of $3.1056/gal on line 5. When extended pricing was adjusted from $306,769.00 to $306,796.00 and b) Grand Total adjusted to $6,395,687.93.

Bid Opening 2/28/2023 @ 2:30 PM	VC, NE
Invitations Sent	11
Total Vendors Requesting Documents	3
Total Bid Responses	5

Campbell Transport LLC.			Pilot Travel Centers LLC dba Saratoga Rack Marketing LLC		
MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE
0.0757	$ 2.4212	$ 1,984,086.91	0.0119	$ 2.3574	$ 1,931,787.93
0.0757	$ 2.6727	$ 1,491,378.60		NO BID	
0.0757	$ 3.8164	$ 62,810.67		NO BID	
0.0757	$ 3.0487	$ 1,028,943.51		NO BID	
0.0757	$ 3.0913	$ 301,403.85		NO BID	
0.0757	$ 3.2023	$ 195,337.95		NO BID	
0.0757	$ 3.0612	$ 271,224.22		NO BID	
0.0757	$ 3.0688	$ 507,773.34		NO BID	
0.0757	$ 3.0638	$ 45,957.32		NO BID	
0.0757	$ 3.0738	$ 184,429.29		NO BID	
0.0757	$ 3.0963	$ 309,632.15		NO BID	
0.0757	$ 3.0537	$ 80,841.17		NO BID	
1.5000				NO BID	
		$ 6,463,818.97			$ 1,931,787.93

SECTION 7 - BID FORM PRICING

Contractor shall provide price added to the OPIS LOW Chicago Rack Base Published price list for January 15, 2023.

Cetane requires a minimum rating of 45, price shall include any percent mark-up/discount.

NO.	ITEM	UOM	QTY	OPIS PRICE	MARK-UP (+) or DISCOUNT (-) %	UNIT PRICE	EXTENDED PRICE
1	Gasoline - 87 Octane	GAL	819,457	$2.2887	+.045 %	$2.3337	$1,912,366.80
2	Gasoline - 89 Octane*	GAL	558,000	$2.5167	(.0165) %	$2.5002	$1,395,111.60
3	Ultra-Low Sulfur Diesel #1**	GAL	16,458	$3.9798	+.2000 %	$4.1798	$68,791.15
4	Ultra-Low Sulfur Diesel #2**	GAL	337,500	$2.9585	+.0450 %	$3.0035	$1,013,681.25
5	Ultra-Low Sulfur Diesel #2+ Winter Additive	GAL	97,500	$3.0021	+.0450 %	$3.0471	$297,098.25
6	Ultra-Low Sulfur Diesel Blended 80/20	GAL	61,000	$3.1628	+.0450 %	$3.2078	$195,675.80
7	Biodiesel - B2	GAL	88,600	$2.9555	+.0450 %	$3.0005	$265,844.30
8	Biodiesel - B5	GAL	165,462	$2.9530	+.0450 %	$2.9980	$496,055.08
9	Biodiesel - B11	GAL	15,000	$2.9640	+.0450 %	$3.0090	$45,135.00
10	Biodiesel - B20	GAL	60,000	$2.9855	+.0450 %	$3.0305	$181,830
11	Off-Road Diesel with Winter Additive	GAL	100,000	$3.0154	+.1000 %	$3.1154	$311,540
12	Off-Road Diesel	GAL	26,473	$2.9635	+.1000 %	$3.0635	$81,100.04
13	Biocide Additive	GAL		$	+.0500 %	$	$

If a discount of OPIS Price, please note —

GRAND TOTAL $6,264,223.37

GRAND TOTAL (In words) Six Million two hundred sixty four thousand two hundred twenty three $ 37/100 thirty seven cents

*89 Octane may be a blend of 87 Octane and 93 Octane gasoline.

**Blended Ultra-Low Sulfur Diesel shall be an option and shall be invoiced at the appropriate quantities of the blend requested. For example, a 10,000-gallon order of 80% Ultra-Low Sulfur Diesel #2 and 20% Ultra-Low Sulfur Diesel #1 shall be invoiced as 8,000-gallons of Ultra-Low Sulfur Diesel #2 and 2,000-gallons of Ultra-Low Sulfur Diesel #1.

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on file CFO

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 23RD day of February AD, 20 23

Signature on file

My Commission Expires: 01/11/24

OFFICIAL SEAL
MICHELLE M. WEIR
Notary Public, State of Illinois
My Commission Expires 01/11/24

SECTION 9 - MANDATORY FORM
GASOLINE AND DIESEL FUEL 23-011-FM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Al Warren Oil Co Inc.		
Main Business Address	1646 Summer St.		
City, State, Zip Code	Hammond IN 46320		
Telephone Number	630-484-4368	Email Address	aberg@alwarrenoil.com
Bid Contact Person	Arnie Berg		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☐ a Member authorized to sign on behalf of the Partnership ☒ an Officer of the Corporation ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Thomas A. Warren
(President or Partner)

Thomas A. Warren
(Vice-President or Partner)

Jerome A. Pinzon
Assistant (Secretary or Partner)

Thomas A. Warren
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, 2, ____, and ____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Al Warren Oil Co Inc.	NAME	Al Warren Oil Co Inc.
CONTACT	Arnie Berg	CONTACT	AWOC Billing@alwarrenoil.com
ADDRESS	1646 Summer St.	ADDRESS	P.O. Box 2279
CITY ST ZIP	Hammond IN 46320	CITY ST ZIP	Hammond IN 46323
TX	630-484-4368	TX	219-228-5060
FX	630-971-8301	FX	219-852-6010
EMAIL	aberg@alwarrenoil.com	EMAIL	awocbilling@alwarrenoil.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
Various Locations		Various Locations	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Al Warren Oil Co. Inc., located at 1646 Summer St., Hammond, IN 46320, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-011-DOT which became effective on 4/1/2025 and which will expire 3/31/2026. The contract is subject to the third and final option to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 3/31/2027.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

THE COUNTY OF DUPAGE	CONTRACTOR
	Signature on file
SIGNATURE	S
Henry Kocker	Arnie Berg
PRINTED NAME	PRINTED NAME
Buyer I	Business Development Mang.
PRINTED TITLE	PRINTED TITLE
	1/12/26
DATE	DATE

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	**23-011-DOT**
COMPANY NAME:	Al Warren Oil Co Inc.
CONTACT PERSON:	Arnie Berg
CONTACT EMAIL:	aberg@alwarrenoil.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ☐ Yes
- ☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

Ethics | DuPage Co, IL

The full text of the County's Procurement Ordinance is available at:

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Anne Berg Signature: Signature on file

Title: Business Development Manager Date: 1/12/26

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DT-P-0012-26 **Agenda Date:** 2/17/2026 **Agenda #:** 7.E.

AWARDING RESOLUTION
ISSUED TO EARTHWERKS LAND IMPROVEMENT
AND DEVELOPMENT CORPORATION
CONTRACT AMOUNT ($1,071,646.40)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest responsible bidder has been designated, and the Transportation Committee recommends County Board approval for the issuance of a contract purchase order to Earthwerks Land Improvement for the DuDOT East Campus Site Improvements, for the period of February 24, 2026 through May 31, 2027.

NOW, THEREFORE, BE IT RESOLVED that said contract for the DuDOT East Campus Site Improvements, for the Division of Transportation, is hereby approved for issuance of a contract to Earthwerks Land Improvement, 2111 Ogden Ave, Lisle, Illinois 60532 for the total contract amount not to exceed $1,071,646.40 per lowest responsible FGMA bid # 26-4226.01 with a requested 10% contingency of $97,224.00.

Enacted and approved this 24th day of February, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-0679	RFP, BID, QUOTE OR RENEWAL #: FGMA 25-4226.01	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $1,071,646.40
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 02/17/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $1,071,646.40
	CURRENT TERM TOTAL COST: $1,071,646.40	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Earthwerks Land Improvement & Development Corporation	VENDOR #: 11452	DEPT: Division of Transportation	DEPT CONTACT NAME: Stephen Travia
VENDOR CONTACT: Dan Davies	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: stephen.travia@dupagecounty.gov
VENDOR CONTACT EMAIL: ldavies@earthwerksinc.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
The relocation of Municipal sanitary line, underground utility conduits and routes, mass grading and establishment of new turf area, and landscaping, for the DuDOT East Campus Site Improvements located at 523 N. County Farm Road. Section Number 25-00179-36-MG, DOT has requested a contigency of 10%, = $97,422.40.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Lowest responsible bid to provide Sanitary Sewer Relocation and related grading and landscape restoration

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
LOWEST RESPONSIBLE QUOTE/BID (QUOTE < $25,000, BID ≥ $25,000; ATTACH TABULATION)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Do not send PO to Vendor	Vendor#:	Dept: Division of Transporation	Division: Finance
Attn:	Email:	Attn: DOTFinance	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Send Payments To:		*Ship to:*	
Vendor: Earthwerks Land Improvement & Development Corporation	Vendor#: 11452	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 2111 Ogden Ave	City: Lisle	Address:	City:
State: IL	Zip: 60532	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 24, 2026	Contract End Date (PO25): May 31, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT-523N Sanitary Line Relocate	FY26	1500	3500	54070	DOTHWYM NTC_BLDG	1,071,646.40	1,071,646.40

FY is required, ensure the correct FY is selected. Requisition Total $ 1,071,646.40

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. The relocation of Municipal sanitary line, underground utility conduits and routes, mass grading and establishment of new turf area, and landscaping, for the DuDOT East Campus Site Improvements located at 523 N. County Farm Road. Section Number 25-00179-36-MG
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Send copy of PO via email to DOTFinance@dupagecounty.gov and Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
DuDOT EAST CAMPUS SITE IMPROVEMENTS 25-4226.01
BID TABULATION

✓

NO.	ITEM	UOM	QTY	**Earthwerks Land Improvement** **PRICE**	John Keno and Company, Inc. PRICE	Martam Construction, Inc. PRICE
1	DuDOT East Campus Site Improvements	LS	1	**$ 974,224.00**	$ 1,605,000.00	$ 1,838,380.60

NOTES
1. DOT has requested a contingency of 10%, $974,224.00 = $97,422.40 (contingency) = $1,071,646.40 contract request.

Bid Opening 1/27/26 @ 2:30 PM	SR,VC
Invitations Sent	29
Total Vendors Requesting Documents	6
Total Bid Responses	3

SECTION 004100 BID FORM

TO: DuPAGE COUNTY DIVISION OF TRANSPORTATION
421 N. County Farm Road
Wheaton, Illinois 60187

FROM:
EARTHWERKS Land Improvement &
Development Corporation
2111 Odgen Ave Lisle IL 60532

Operating as (strike out conditions that do not apply) (an ~~Individual,~~) (a Corporation, organized and existing under the law of the State of IL,) (a ~~Partnership~~,) (a ~~Joint Venture consisting of the firm~~ of:)

BASE BID PROPOSAL:

In response to your invitation to submit a proposal for the execution of all work described by the Drawings dated January 6, 2026 titled: DuDOT East Campus Site Improvements – located at 523 North County Farm Road; Wheaton, Illinois 60187, and Specifications dated: January 6, 2026 titled: DuDOT East Campus Site Improvements, and having examined the sites where the work is to be executed; and having become familiar with local conditions as they might in any way affect the cost and/or execution of the work; and having carefully examined the aforesaid drawings, specifications and other related documents and addenda thereto, the undersigned Bidder hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities as necessary and/or required for the complete and satisfactory execution of the work for which this proposal is submitted, for the lump-sum consideration as stated hereinafter:
Bidders must show bid amount in both words and figures. In case of discrepancy, amount shown in words shall govern.

BASE PROPOSAL:
Base Bid: Bidder agrees to perform all work described and shown on the drawings for the sum of:

* Base Bid Nine hundred and seventy four thousand Dollars 974,224.00
two hundred and twenty four dollars + N/100 * (in figures)

EARTHWERKS LAND IMPROVEMENT & DEVELOPMENT CORPORATION CORPORATE SEAL ILLINOIS

VOLUNTARY ALTERNATES (not mandatory/ not required):
Owner is interested in any potential savings to ensure that this project meets budget. Any potential savings can be considered. On the following, please provide any voluntary alternates that you propose. If necessary, attached paperwork explaining proposed alternate.

Voluntary Alternate Description	Cost Savings
n/a	

UNIT PRICES
UNIT PRICE NO 1:
Removal of unsatisfactory soil excavation and disposal off-site and replacement with satisfactory fill material or engineered fill from off-site:

Ninety dollars +00/100 ——— Dollars ($ 90.00)/cu.yd.
(in writing)

ALLOWANCES:
The following allowances are to be included in the Base Bid Proposal:
Allowance No. 1 Contingency Allowance 10% of the Bid

* Allowance No 1 is not to be included in base bid by Contractor, or anywhere else in their submitted bid. This allowance will be added to the Contract amount on award by the County, and will be used by the Owner on the project. This is only being included for informational purposes.

ADDENDA ACKNOWLEDGEMENT:
The undersigned acknowledges receipt of the following addenda:

(List by number and date appearing on each addenda. If all addenda are not acknowledged, the bid will be considered irregular).

ADDENDUM No.	Date
1	1/22/26

The undersigned agrees to complete all work required by the contract as follows:

Out to Bid	January 6, 2026

PreBid Mtg & Walk Through	January 13, 2026, 2:00pm
Questions Due By	January 19, 2026, 4:00pm
Last Addendum Issued	January 21,2026, 4:00pm
Bids Due Electronically	January 27, 2026, 2:00pm
Bids Opening	January 27, 2026, 2:30pm
Anticipated County Board Approval	March 3, 2026
Anticipated Notice of Intent	March 4, 2026
Commence On Site Work on (no sooner than):	April 1, 2026
Substantial Completion (no later than):	June 1, 2026
Final Completion:	June 5, 2026

BID SECURITY:
Bid Security (10%) is attached, without endorsement, in the sum of

BID BOND ——— Dollars 10%

GENERAL STATEMENT:

A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned

B. The undersigned agrees to assist and cooperate with the Owner in preparing the formal Contract, and shall execute same and return it to the Owner along with surety bonds and insurance certificates, as may be required by the specifications and other Contract Documents, within 10 days following its receipt.

C. The undersigned further agrees to begin work on said contract as soon as practicable after date of "Contract" or "Notice to Proceed," whichever is earlier; or, in any case the undersigned fails or neglects to appear within the specified time to execute the Contract, the undersigned will be considered as having abandoned it, and the Bid Security accompanying this proposal will be forfeited to Owner as liquidated damages for delay and loss caused to Owner by reason of such failure on the part of the undersigned.

D. It is understood that the right is reserved by Owner to reject any or all proposals, to waive all informalities and irregularities in connection therewith, and to award a contract for any part of the work or the project as a whole. It is agreed that this proposal may not be withdrawn for a period of 60 days after it has been opened, without permission to the Owner.

E. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.

FGM Architects Inc.
1 Westbrook Corporate Center, Suite 1000
Westchester, Illinois 60154

630.574.8300 OFFICE

ILLINOIS PROFESSIONAL DESIGN
FIRM #184-000350
©2026 FGM Architects Inc.

PROJECT MANUAL

Project No: 25-4226.01

FOR:

DuDOT EAST CAMPUS SITE IMPROVEMENTS

OWNER:
DuPAGE COUNTY DIVISION OF TRANSPORTATION
421 N. COUNTY FARM RD.
WHEATON, ILLINOIS 60187

AT:
DuDOT HIGHWAY MAINTENANCE FACILITY
523 NORTH COUNTY FARM ROAD
WHEATON, ILLINOIS 60187

DOCUMENTS DATED: JANUARY 6, 2026
ISSUED FOR: BID & PERMIT

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NOT APPLICABLE

DIVISION 08 – OPENINGS
NOT APPLICABLE

DIVISION 09 – FINISHES
NOT APPLICABLE

DIVISION 10 – SPECIALTIES
NOT APPLICABLE

DIVISION 11 – EQUIPMENT
NOT APPLICABLE

DIVISION 12 – FURNISHINGS
NOT APPLICABLE

DIVISION 13 - SPECIAL CONSTRUCTION
NOT APPLICABLE

DIVISION 14 - CONVEYING EQUIPMENT
NOT APPLICABLE

DIVISION 21 – FIRE SUPPRESSION
NOT APPLICABLE

DIVISION 22 - PLUMBING
NOT APPLICABLE

DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
NOT APPLICABLE

DIVISION 26 – ELECTRICAL
REFER TO DRAWINGS

DIVISION 27 – COMMUNICATIONS
REFER TO DRAWINGS

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY
NOT APPLICABLE

DIVISION 31 – EARTHWORK
REFER TO DRAWINGS

DIVISION 32 – EXTERIOR IMPROVEMENTS
REFER TO DRAWINGS

DIVISION 33 – UTILITIES
REFER TO DRAWINGS

DIVISION 99 – PROJECT DESCRIPTION
NOT APPLICABLE

SECTION 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled DuPage County Division of Transportation - DuDOT East Campus Site Improvements, dated January 6, 2026, as modified by subsequent Addenda and Contract modifications.

END OF DOCUMENT 000115

DOCUMENT 001113 - ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.

B. Project Identification: DuPage County Division of Transportation – DuDOT East Campus Site Improvements.

1. Project Location: 523 North County Farm Road; Wheaton, Illinois 60187.

C. Owner: DuPage County Division of Transportation .

1. Owner's Representative: R.M. Chin & Associates; 500 West 18th Street, suite 200; Chicago, Illinois 60616.

2. Ryan Pavlik, Senior Project Manager

D. Architect: FGM Architects, Inc.; 1 Westbrook Corporate Center, suite 1000; Westchester, Illinois 60154

1. Jason Estes, AIA, Vice-President

1. Project Description: Project consists of relocation of Municipal sanitary line, under-ground utility conduits and routes, mass grading and establishment of new turf area, and landscaping,

2. Project cost range is anticipated to be between $1-$5million.

E. Construction Contract: Bids will be received for the following Work:

1. General Contract – Lump Sum (all trades).

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: January 27, 2026.
2. Bid Time: 2:00 p.m., local time.

3. Bids are to be submitted electronically. No hard copy bids will be accepted. Bids are to be submitted to Sara Rogers at sara.rogers@dupagecounty.gov no later than date/time noted above.

4. Bid Opening:

a. Bid opening will occur January 27, 2026 at 2:30 p.m., local time.
b. Location: DuPage County Procurement Services Division; 421 N. County Farm Road; Finance Department- Jack T. Kneupfer Building; Wheaton, Illinois 60187.

B. No immediate decision will be rendered concerning the proposals submitted. After the bids have tabulated and studied, they will be presented to the Owner at its next regular meeting. If only one bid is received on the day of the bid opening, this bid will not be opened but instead will be presented to the Owner at its next regular meeting for consideration.

1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of 10% (ten percent) of the bid amount. No bids may be withdrawn for a period of **60** days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

A. Prebid Meetings: There will be a Prebid Meetings scheduled. It is highly recommended that prime contractors attend.

1. Highly Recommended Prebid meeting for all bidders will be held at 523 North County Farm Road; Wheaton, Illinois 60187 on January 13, 2026 at 2:00 p.m., local time.

B. Prebid Tour: Following the Prebid meeting there will be a tour of the project site or work area. Additional tours may not be scheduled. Site is only accessible during the prebid meetings for either prime contractors or sub-contractors. .

1.5 DOCUMENTS

A. Printed Procurement and Contracting Documents: Obtain after January 6, 2026, through the County online distribution site "Demandstar' or by contacting reprographic house listed below. Bidders are responsible for obtaining documents from either location. Cost for plans will be paid directly to the online service or printhouse for the sets requested.
1. Shipping: Additional shipping charges will apply.

B. Online Procurement and Contracting Documents: Obtain access after January 6, 2026, by visiting either location below:.

Demandstar: https://www.demandstar.com/app/agencies/illinois/dupage-county-procurement-services/procurement-opportunities/38dbb825-622c-4f21-ab64-73f030439d4c/

BHFX Digital Imaging
30W250 Butterfield Road Warrenville, IL 60555
phone: 630.393.0777
web: www.bhfxplanroom.com

C. Bidding Question Period: Questions may be submitted until January 19, 2026, 4:00pm. Any questions received after this time will not be responded to.
   1. All questions must be submitted electronically to FGM Architects, Attn Jason Estes – jasonestes@fgmarchitects.com .

D. Printed Procurement and Contracting Documents: Obtain after January 6, 2026, through the County online distribution site "Demandstar' or by contacting reprographic house listed below. Bidders are responsible for obtaining documents from either location. Cost for plans will be paid directly to the online service or printhouse for the sets requested.
   1. Shipping: Additional shipping charges will apply.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.
   1. Contract Time:

Out to Bid	January 6, 2026
PreBid Mtg & Walk Through	January 13, 2026, 2:00pm
Questions Due By	January 19, 2026, 4:00pm
Last Addendum Issued	January 21,2026, 4:00pm
Bids Due Electronically	January 27, 2026, 2:00pm
Bids Opening	January 27, 2026, 2:30pm
Anticipated County Board Approval	March 3, 2026
Anticipated Notice of Intent	March 4, 2026
Commence On Site Work on (no sooner than):	April 1, 2026
Substantial Completion (no later than):	June 1, 2026
Final Completion:	June 5, 2026

1.7 BIDDER'S QUALIFICATIONS

A. Qualification forms consist of AIA Document A305 "Contractor's Qualification Statement" which is available from AIA .
   1. Bidders shall either submit qualification documentation at the time of the bid or after opening (if they are a low bidder being reviewed within 48 hours).

B. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.

1.8 BID STIPULATIONS

A. Within ten (10) days after notification of award of contract, the successful Contractor shall furnish a Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner. The Performance Bond shall be in the amount of 100 percent of the contract. The performance bond will become a part of the contract.

B. The failure of the successful bidder to enter into contract and supply the required bond and Certificates of Insurance within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, shall constitute a default.

C. The Owner reserves the right to accept or reject any or all bids, to waive any informalities and irregularities in any bid, or to make awards in the best interests of the Owner. The Owner also reserves the right to award a partial amount of the Work rather than the entire amount.

D. All bids submitted shall be valid for a period of at least sixty days from date of bid opening; the only alterations which will be allowed will be those approved by the Owner.

E. All contractors submitting bids must be in compliance with the Prevailing Wage Act as enacted by the State of Illinois.

F. As part of their bid, all contractors are required to sign, notarize and return the contractor certificates included with this bid packet.

G. All contractors submitting bids must provide its Apprenticeship or Training Program Certification and United States Department of Labor's Certification for the type(s) of work or craft involved in the project as enacted by DuPage County Ordinance .

H. All contractors submitting bids must complete DuPage County's Required Vendor Ethics Disclosure Statement.

END OF DOCUMENT 001113

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS TO BIDDERS

A. AIA Document A701, "Instructions to Bidders"1997 Edition, is hereby incorporated into the Procurement and Contracting Requirements by reference.

1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

END OF DOCUMENT 002113

DRAFT

AIA® Document A701™ – 2018

Instructions to Bidders

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

« DuPage County Division of Transportation »
« DuDOT East Campus Site Improvements »
« 523 North County Farm Road
Wheaton, Illinois 60187»

THE OWNER:
(Name, legal status, address, and other information)

« DuPage County Division of Transportation »« »
« 421 N. County Farm Road »
« Wheaton, Illinois 60187 »
«»

THE ARCHITECT:
(Name, legal status, address, and other information)

« FGM Architects Inc. »« »
« 1 Westbrook Corporate Center, suite 1000 »
« Westchester, Illinois 60154 »
«»

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- **.6** the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

« »

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

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documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

« »

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

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§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

« »

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

« »

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall

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affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning« »days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

« »

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

« »

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

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§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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User Notes: (1179337082)

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

« »

§ 7.2 Time of Delivery and Form of Bonds
§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS
§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

~~**.4** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203–2013.)*~~

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

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.7 Addenda:

Number	Date	Pages

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

~~[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204–2017.)*~~

~~« »~~

~~[« »] The Sustainability Plan:~~

~~Title~~	~~Date~~	~~Pages~~

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

« »

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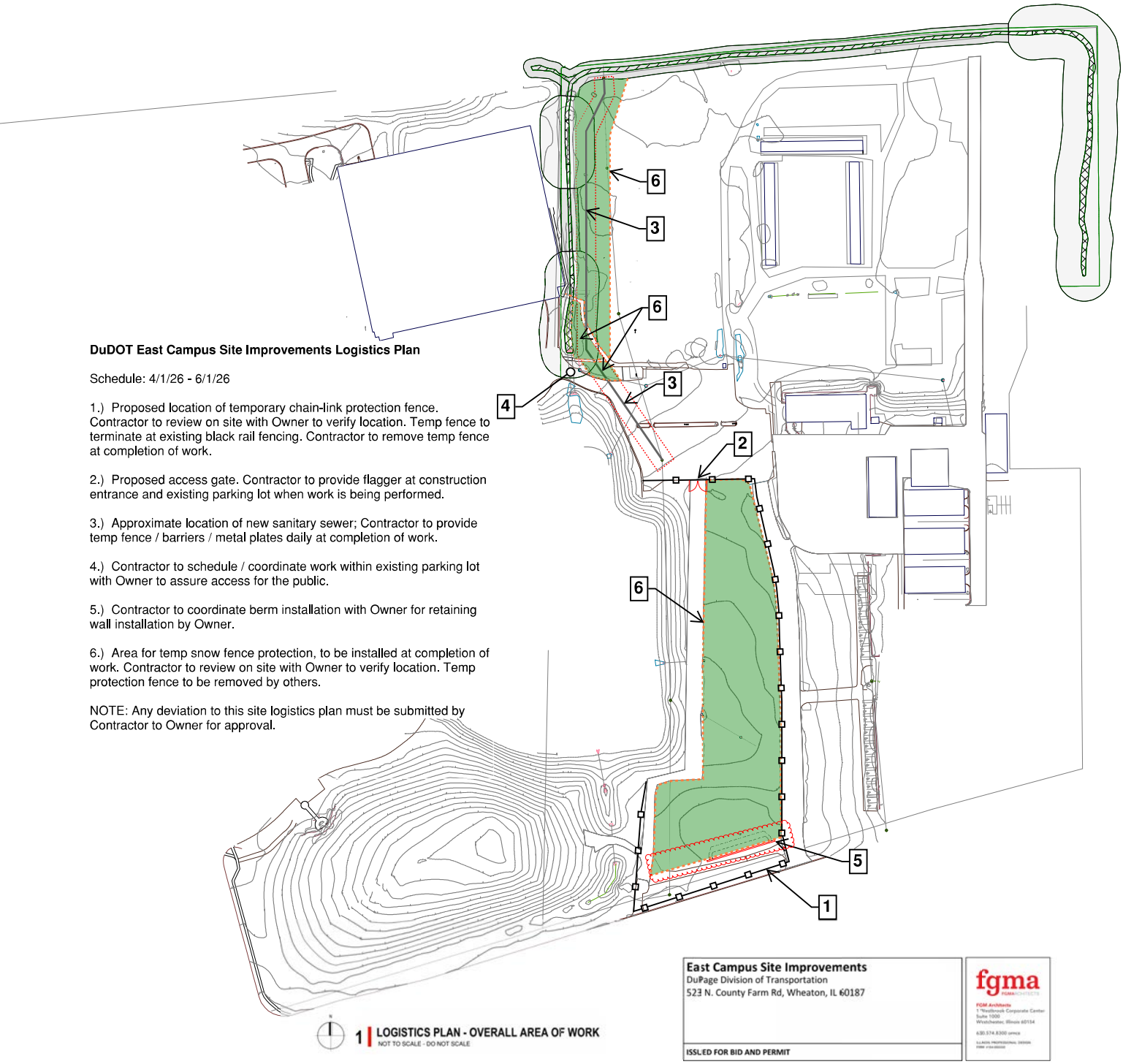

DuDOT East Campus Site Improvements Logistics Plan

Schedule: 4/1/26 - 6/1/26

1.) Proposed location of temporary chain-link protection fence. Contractor to review on site with Owner to verify location. Temp fence to terminate at existing black rail fencing. Contractor to remove temp fence at completion of work.

2.) Proposed access gate. Contractor to provide flagger at construction entrance and existing parking lot when work is being performed.

3.) Approximate location of new sanitary sewer; Contractor to provide temp fence / barriers / metal plates daily at completion of work.

4.) Contractor to schedule / coordinate work within existing parking lot with Owner to assure access for the public.

5.) Contractor to coordinate berm installation with Owner for retaining wall installation by Owner.

6.) Area for temp snow fence protection, to be installed at completion of work. Contractor to review on site with Owner to verify location. Temp protection fence to be removed by others.

NOTE: Any deviation to this site logistics plan must be submitted by Contractor to Owner for approval.

1 LOGISTICS PLAN - OVERALL AREA OF WORK
NOT TO SCALE - DO NOT SCALE

East Campus Site Improvements
DuPage Division of Transportation
523 N. County Farm Rd, Wheaton, IL 60187

ISSUED FOR BID AND PERMIT

fgma

DOCUMENT 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, but are not a warranty of existing conditions.

B. Soil-boring data for existing site, obtained by Construction & Geotechnical Material Testing, Inc. , dated April 25, 2025, is available for viewing as appended to this Document.

C. Related Requirements:

1. Document "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

END OF DOCUMENT 003132

Construction & Geotechnical Material Testing, Inc.

60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

April 25, 2025

Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

CGMT Project No. 25G0239

Reference: ***Report of Subsurface Exploration and Geotechnical Engineering Services, Proposed DuDot 140 Building, 140 N. County Farm Road, Wheaton, Illinois 60187***

Dear Ms. Cerny:

CGMT, Inc. has completed the subsurface exploration and geotechnical engineering analyses for the proposed DuDot 140 Building to be located at 140 N. County Farm Road, in Wheaton, Illinois. This report describes the subsurface exploration procedures, laboratory testing, and geotechnical recommendations for project construction. A Boring Location Plan is included in the Appendix of this report along with the Boring Logs performed for the exploration.

We appreciate this opportunity to be of service to the FGM Architects, Inc. during the design phase of this project. If you have any questions with regard to the information and recommendations presented in this report, or if we can be of further assistance to you in any way during the planning or construction of this project, please do not hesitate to contact us.

Respectfully,

CONSTRUCTION AND GEOTECHNICAL MATERIAL TESTING, INC.

Signature on file

Pratik K. Patel, P.E.
Vice President

3pc: Encl.

REPORT OF

SUBSURFACE EXPLORATION AND
GEOTECHNICAL ENGINEERING SERVICES

DUDOT 140 BUILDING
140 N. COUNTY FARM ROAD
WHEATON, ILLINOIS 60187

CGMT PROJECT NO. 25G0239

FOR

FGM ARCHITECTS, INC.
OAK BROOK, ILLINOIS

APRIL 25, 2025

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APPENDIX

EXECUTIVE SUMMARY

Construction & Geotechnical Material Testing, Inc. (CGMT) has completed your subsurface exploration and geotechnical engineering project. The subsurface conditions encountered during our exploration and CGMT's conclusions and recommendations are summarized below. This summary should not be considered apart from the entire text of the report with all the qualifications and considerations mentioned herein. Details of our conclusions and recommendations are discussed in the following sections and in the Appendix of this report.

The project site is located at 140 N. County Farm Road in Wheaton, Illinois. A total of thirteen (13) exploratory borings, B-1 through B-13, were performed for this project. The soil conditions encountered at the borings performed at the site are summarized as follows:

At Borings B-1 through B-9, approximately 8 to 18 inches of topsoil was encountered at the ground surface. At Borings B-10 to B-13, approximately 4 to 14 inches of gravel fill was encountered at the ground surface. At each of the borings, except B-10 and B-11, the surficial materials were underlain by black, brown, and gray silty clay fill soils that extended to depths of approximately 3½ to 8½ feet below the existing ground surface. The surficial and fill soils were underlain by natural, brown and gray, stiff to hard silty clay that extended to the boring termination depths of approximately 10 to 25 feet below existing grade. The lone exception was Boring B-7, where the natural clay was underlain by gray, medium dense sand and gravel within depths of approximately 18 ½ to 25 feet below current grade.

Floor slabs and below grade foundation elements of the existing buildings should be completely removed where they will conflict with new construction. The tops of foundation walls should be removed to depths of at least 2 feet below the base of new pavements, but existing wall backfill materials, if encountered, should be completely removed and replaced with controlled compacted fill.

If available, records of compaction obtained during the mass earthwork phase of the project should be provided to CGMT for our review. However, if records are not available, the existing fill soils appear to have been placed with some measure of control of moisture content and density and it should be feasible to support floor slabs, pavements, and new fill.

If the Dupage County Department of Transportation is willing to accept some risk of total and differential settlement and associated long term maintenance, the existing fill material similar to those encountered in the borings extending to depths of approximately 3½ to 8½ feet below the surrounding grade may remain in place below floor slabs and pavements but the subgrade must pass a proofroll under the observation of a CGMT geotechnical engineer or soils technician. However, if the Dupage County Department of Transportation is unwilling to accept the risk, then the existing fill soils should be completely removed and replaced with new engineered fill.

Based on the anticipated structural loading and subsurface conditions, conventional shallow foundation systems consisting of spread and/or continuous footings, extended through existing fill and lower strength soils (encountered in the borings to depths of approximately 6 to 8½ feet below the existing ground surface) bearing on the stiff to hard silty clay or new, properly compacted engineered fill is considered feasible and appropriate to support the proposed facility improvements. For footings, extended through existing fill soils, bearing at depths of at least 3½ feet below grade on natural, stiff to hard silty clay or new, properly compacted engineered fill, we recommend a maximum net allowable soil bearing pressure of 2,000 psf be used to proportion the footings.

Existing fill and lower strength soils were encountered in the borings at depths between approximately 6 and 8½ feet below the current ground surface. Complete removal and replacement discussed above may not be economical due to high construction cost. As an alternative, for ground improvement techniques and construction of conventional shallow foundations, the use of compacted/rammed aggregate piers, similar to Geopier® rammed aggregate piers and Vibro Piers can be considered for support of foundations for the new facility improvements. It is our opinion that foundations supported on compacted/rammed aggregate piers or Vibro Piers as discussed above will likely permit proportioning foundations for a net allowable soil bearing capacity of 3,000 psf or greater, though this must be verified by the rammed aggregate piers or Vibro Piers installer.

The compacted/rammed aggregate piers can be used to reinforce the existing soils beneath spread and wall footings, load bearing walls and floor slabs. The compacted/rammed aggregate piers are constructed by drilling approximately 2 ½ feet in diameter boreholes extending through the layers of unsuitable soils and compacted/ramming thin lifts of new aggregate fill materials within the boreholes to create dense aggregate piers. The compacted/rammed aggregate piers should be constructed through layers of existing fill and lower strength natural soils and anticipated to extend to natural, stiff to hard silty clay at depths of about 6 to 8½ feet below existing grade.

We recommend that the excavation of building foundations be monitored full-time by a CGMT geotechnical engineer or his representative to verify that the exposed subgrade materials and the soil bearing pressure will be suitable for the proposed structure.

Report Prepared By:

Nicholas Wolff

Nicholas P. Wolff, P.E.
Geotechnical Engineer

Report Reviewed By:

Pratik Patel

Pratik Patel, P.E.
Vice President

1
PROJECT OVERVIEW

Introduction

This report presents the results of our subsurface exploration and engineering services for the proposed DuDot 140 building improvements in Wheaton, Illinois. A General Location Plan included in the Appendix of this report, shows the approximate location of this project.

Project Description

ITEM	DESCRIPTION
Site Layout	See Boring Location Diagram in the Appendix
Proposed Construction	The facility improvement consists of a new DuDot 140 building (approximately 190, 600 square feet) that will include: 141,500 square feet vehicle bay, new diesel fuel pumps, brine tanks, an equipment wash facility, a DOT equipment canopy, and a 28,400 square feet salt shed. We anticipate the new structures will be constructed of CMU block walls and steel framing and that they will be slab-on-grade structures and there will be no basements or below grade spaces.
Structural Loads	Max. column loads: 150 kips (Anticipated); Max. wall loads: 3 kips per lineal foot (Anticipated)
Grading and Existing Site Considerations	We estimate that less than approximately 2 to 3 feet of cuts and fills will be necessary to establish final site grades.
Ancillary Improvements	New parking and fairground areas are also planned.

Scope of Work

The conclusions and recommendations contained in this report are based on the soil borings performed in the vicinity of the proposed construction areas, and associated laboratory testing of selected soil samples. The scope of the subsurface exploration included the following:

Number of Borings	Depth (feet)
3	25
4	20
3	15
3	10

The results of the soil borings, along with a Boring Location Plan showing the approximate locations where the borings were performed, are included in the Appendix of this report. Once the samples were returned to our laboratory we laboratory tests on selected representative soil samples from the borings to evaluate pertinent engineering properties, and, we analyzed the field and laboratory data to develop appropriate engineering recommendations.

The purpose of this report is to provide information and geotechnical engineering recommendations with regard to:

- Subsurface Soil and Groundwater Conditions
- Seismic Considerations
- Site Preparation and Earthwork
- Foundation Design and Construction
- Floor Slab Design and Construction
- Pavement Design and Construction

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EXPLORATION RESULTS

Site Description

ITEM	DESCRIPTION
Project Location	The project site is located at 140 N. County Farm Road, in Wheaton, Illinois.
Existing Site Improvements	Most of the areas of new improvements are grass covered open areas, but with several single story, storage structures, which may be removed at the onset of construction.
Existing Topography	The site is rolling with an overall grade down from the south and east toward the north and west. Site grades across the site ranged from approximately 740 feet down to 731 feet (Per Google Earth).

Soil Conditions

A total of thirteen (13) borings, B-1 through B-13 were performed for this project. The subsurface conditions encountered at the borings performed at the site can be summarized as follows:

At Borings B-1 through B-9, approximately 8 to 18 inches of topsoil was encountered at the ground surface. At Borings B-10 to B-13, approximately 4 to 14 inches of gravel fill was encountered at the ground surface. At each of the borings, except B-10 and B-11, the surficial materials were underlain by black, brown, and gray silty clay fill soils that extended to depths of approximately 3½ to 8½ feet below the existing ground surface. The surficial and fill soils were underlain by natural, brown and gray, stiff to hard silty clay that extended to the boring termination depths of approximately 10 to 25 feet below existing grade. The lone exception was Boring B-7, where the natural clay was underlain by gray, medium dense sand and gravel within depths of approximately 18 ½ to 25 feet below current grade.

SOILS	SOIL CHARACTERISTICS
Silty Clay (Existing Fill)	Unconfined Compressive Strengths: 1.5 to 4.5+ tsf Dry Density Determinations: 94.1 to 113.0 pcf Moisture Contents: 12.4 to 28.2 percent
Silty Clay (Natural)	Unconfined Compressive Strengths: 1.25 to 4.5+ tsf Moisture Contents: 14.1 to 22.9 percent
Sand and Gravel (Natural)	Medium dense; 14 to 22 blows per foot

The specific soil types observed at the borings are noted on the boring logs, enclosed in the Appendix.

Groundwater Observations

Observations for groundwater were made during sampling and upon completion of the drilling operations at the boring locations. In auger drilling operations, water is not introduced into the boreholes, and the groundwater position can often be obtained by observing water flowing into or out of the boreholes. Furthermore, visual observation of the soil samples retrieved during the auger drilling exploration can often be used in evaluating the groundwater conditions. Groundwater levels were observed during drilling and immediately the completion of drilling. Groundwater measurements are summarized in the table below:

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BORINGS	GROUNDWATER LEVELS (FEET)	
	DURING DRILLING	IMMEDIATELY AFTER COMPLETION
B-1, B-3, B-4, B-6, and B-9	7 to 10	5 to 11
B-7 and B-8	None	22 to 23
B-2, B-5, and B-10 through B-13	None	None

In general, estimates of prevailing ground water conditions on sites are based upon ground water levels at the time of the exploration. Ground water levels in borings are indicative of short-term groundwater levels. Soil color of samples is also considered during visual classification of the soil samples, as color is an indicator of the seasonal high-water table. Soils generally oxidize from a gray color to browns and tans when they are not in a saturated state. For this review of the DuPage Water Manual having soil with two percent or more of the Munsell color value of four or more and a chroma of two or less. As such, based on the available evidence from the borings performed for this exploration suggests that the seasonal high-water table is likely to be located at depths of approximately 1 foot below the existing grade.

More definitive evidence of prevailing groundwater levels could be obtained through the use of groundwater monitoring wells, which CGMT could install and monitor if requested.

It should be noted that the groundwater level can vary based on precipitation, evaporation, surface run-off and other factors not immediately apparent at the time of this exploration. Surface water runoff will be a factor during general construction, and steps should be taken during construction to control surface water runoff and to remove any water that may accumulate in the proposed excavations as well as floor slab and pavement areas. Precipitation generally varies seasonally. To assist in anticipating groundwater fluctuations changes throughout the year, average monthly precipitation is provided in the table below:

The Monthly Precipitation for the Antecedent 1-year Period Prior to the Drilling Operations

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total
Normal Precipitation (inches)	1.73	1.79	2.50	3.38	3.68	3.45	3.70	4.90	3.21	3.15	3.15	2.25	36.89

Average precipitation levels were obtained from wunderground.com.

Seismic Zone

Per the 2021 International Building Code, the Soil Site Class is determined from ASCE 7.16, Table 20.3-1 Site Classification. Based upon the site conditions, the site soils can be characterized as Site Class D. Site Class D is described as Stiff Soil Profile for the top 100 ft of the site soil profile. Since we drilled to a maximum depth of 25 feet for this exploration, based on our experience with the soils in this area, the available geologic maps and following the direction of IBC 2021 when there are no borings to 100 feet deep, it is our opinion the site would be defined as Site Class D.

CGMT also calculated the spectral response factors based on the site class as well as the latitude and longitude of the project location using United States Geological Survey (USGS) seismic calculator software. The calculated values are presented in the table below:

Seismic Design Criteria

DuDot 140 Building					
140 N. County Farm Road, Wheaton, Illinois 60187					
Latitude	41.869458°	**Longitude**	-88.134538°	**Site Class**	"D"
S_s	0.131g	**S_{MS}**	0.209g	**S_{DS}**	0.140g
S_1	0.065g	**S_{M1}**	0.156g	**S_{D1}**	0.104g

5
ANALYSIS AND RECOMMENDATIONS

Overview

The following recommendations have been developed on the basis of the previously described project characteristics and subsurface conditions encountered. If there are any changes to the project characteristics or if different subsurface conditions are encountered during construction, CGMT should be consulted so that the recommendations of this report can be reviewed.

A summary of the results of the exploration is provided in the table below:

Preliminary Bearing Table

Boring	Boring Depth (feet)	Depth to Groundwater (feet)		Approximate Depth to Soils Suitable for a Net Allowable Bearing Pressure of 2,000 psf[1]
		During Drilling	After Completion	
B-1	20	7	7	8½ Feet
B-2	20	None	None	6 Feet
B-3	20	8	6	8½ Feet
B-4	15	7	5	8½ Feet
B-5	10	None	None	6 Feet
B-6	15	7	11	8½ Feet
B-7	25	None	23	8½ Feet
B-8	25	None	22	6 Feet
B-9	25	10	11	8½ Feet
B-10	20	None	None	1 Foot
B-11	15	None	None	1 Foot
B-12	10	None	None	6 Feet
B-13	10	None	None	3½ Feet

[1]To be used a minimum of 3½ feet below adjacent outside grade.

Subgrade Preparation and Engineered Fill

Subgrade Preparation

Initial subgrade preparation should consist of complete stripping/removal of topsoil, gravel wearing course, vegetation, and any other soft or unsuitable/deleterious materials from the location of the new building, as well as, pavement areas. Unsuitable materials, such as topsoil/buried topsoil or organic soils, should either be stockpiled for later use in landscaping fills or placed in approved disposal areas either on-site or off-site.

Existing utilities should be abandoned and relocated, and associated structures and backfill materials should be removed from the proposed constrcution areas unless they are planned to remain in service. Prior to construction, we recommend all utilities in the proposed construction areas be positively identified and marked. Those utilities that can be relocated should be relocated to the extent practical and backfilled with compacted/densified engineered fill. Abandoned utilities should be removed or grouted full with lean concrete. Excavations resulting from removal/demolition of existing utilities and other structures should be completely filled with engineered fill. Active utilities to remain in the construction areas should be exposed and protected during construction to reduce the potential for damage or interruption of service. Where existing utilities will remain under any structure, we recommend that the utility backfill be removed and replaced with controlled fill.

Floor slabs and below grade foundation elements of the existing buildings should be completely removed where they will conflict with new construction. The tops of foundation walls should be removed to depths of at least 2 feet below the base of new pavements, but existing wall backfill materials, if encountered, should be completely removed and replaced with controlled compacted fill. Soils exposed in the excavations created by the demolition should be observed and evaluated by an experienced geotechnical technician or engineer. The completed excavations should be backfilled with properly placed and compacted fill as recommended in this report. Improper placement and compaction of fill materials during demolition/removal of existing foundations and other structures could lead to inconsistent subgrade performance resulting in foundation, floor slab and pavement distress and settlement.

It has been our experience that many demolition contractors place the debris from the structure below grade and cap with soil. These type of activities will not provide a suitable subgrade for new foundations, slabs or pavements. Costs of removal and replacement of demolition debris could unnecessarily add thousands of additional dollars to the cost of the project. The presence of a CGMT geotechnical engineer on the site during demolition and backfilling operations would reduce the potential for unnecessary removal and replacement to take place during construction.

We do not recommend the use of 3-inch stone or "Pea Gravel" as engineered fill to backfill undercuts, particularly under floor slabs, pavements and foundations. Due to the large diameter and/or absence of fines, the 3-inch rock exhibits large voids. Fill materials containing large voids are more susceptible to future movement that may become unstable resulting in excessive and variable settlement.

Current EPA and State law requires an asbestos survey prior to demolition or renovation activities. In the event regulated asbestos materials are confirmed to be present, any regulated asbestos materials that would be disturbed must removed prior to such disturbance by a licensed asbestos removal firm.

We recommend that the project geotechnical engineer or his representative should be on site to monitor stripping and site preparation operations and observe that unsuitable soils have been satisfactorily removed and to observe proofrolling.

After removal of unsuitable/deleterious materials and stripping to the desired grade, and prior to fill placement, we recommend the stripped/exposed subgrades be observed by an experienced geotechnical engineer or his authorized representative at the time of construction in order to aid in identifying localized soft/loose or unsuitable materials which should be removed. Proofrolling using a fully loaded, tandem-axle truck, or loaded truck/equipment similar to those anticipated during construction, should be used at this time to aid in identifying localized soft or unsuitable material which should be removed. Any soft or unsuitable materials encountered during proofrolling should be compacted in place or removed and replaced with an approved backfill compacted to the criteria given below. Prior to proofrolling, pavement and floor slab areas that will receive less than 1 foot of new fill, should be scarified to a depth of about 9 inches, moisture conditioned, and recompacted as recommended below.

If available, records of compaction obtained during the mass earthwork phase of the project should be provided to CGMT for our review. However, if records are not available, the existing fill soils appear to have been placed with some measure of control of moisture content and density and it should be feasible to support floor slabs, pavements, and new fill.

If the Dupage County Department of Transportation is willing to accept some risk of total and differential settlement and associated long term maintenance, the existing fill material similar to those encountered in the borings extending to depths of approximately 3½ to 8½ feet below the surrounding grade may remain in place below floor slabs and pavements but the subgrade must pass a proofroll under the observation of a CGMT geotechnical engineer or soils technician. However, if the Dupage County Department of Transportation is unwilling to accept the risk, then the existing fill soils should be completely removed and replaced with new engineered fill.

During final preparation of subgrades, a smooth drum roller is often used to provide a flat surface and provide for better drainage to reduce the negative impact of rain events. Due to the relative sensitivity of the silty clay soils, we recommend that these materials be static rolled (no vibrations) to reduce the potential for subgrade soil disturbance. We also recommend crowning the subgrade to provide positive drainage off the building pad and parking lot subgrades.

Engineered Fill

Where new fill material is required for backfill or to otherwise reach the design subgrade elevation beneath slabs-on-grade and pavements, we recommend that engineered fill be used. Any soil placed as engineered fill should be an approved material, free of organic matter or debris, be a non-frost susceptible soil, and have a liquid limit and plasticity index less than 40 and 15, respectively. The project geotechnical engineer should be consulted to determine the suitability of off-site/on-site materials for use as engineered fill, prior to use or placement. **We do not recommend the use of 3-inch stone as engineered fill to backfill undercuts, particularly under floor slabs and foundations.** Fill materials containing large voids are more susceptible to future movement that may become unstable resulting in excessive and variable settlement.

Fill should be placed in lifts not exceeding 8 inches in loose thickness, moisture conditioned to within 2 percent of the optimum moisture content, and compacted to at least 95 percent of the maximum dry density obtained in accordance with ASTM Specification D 1557, Modified Proctor Method. Fill placed below footing base elevations should be compacted to at least 95 percent of the material's modified Proctor maximum dry density (ASTM D 1557). Engineered fill placed to support foundations should extend 1 foot beyond the outside edges of the footings and from that point outward laterally 1 foot for every 2 feet of fill thickness below the footings. Laboratory proctor tests should be performed on fill materials to determine the maximum dry density and optimum moisture content. A shrinkage factor of 15 percent can be assumed for estimating earthwork quantities for bidding purposes.

We recommend suitable silty clays used to raise the grade or backfill undercuts should be compacted with a sheepsfoot roller. Granular engineered fill should be compacted with a smooth drum roller or adequate heavy vibratory plate. Moisture control during earthwork operations, including the use of disking or appropriate drying equipment and techniques, should be expected.

In-place density tests should be performed with a minimum of 1 test per 2,000 square feet of fill area for each lift of fill placed. We recommend that the placement of engineered fill be monitored full-time by CGMT representative and in-place density tests should be performed to verify the adequacy of the compaction for each lift of fill placed.

Footing Foundations

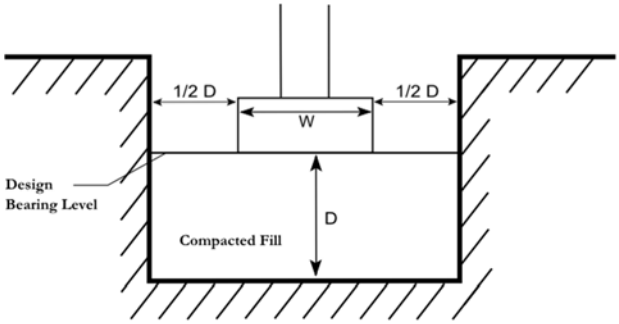
Based on the anticipated structural loading and subsurface conditions, conventional shallow foundation systems consisting of spread and/or continuous footings, extended through existing fill and lower strength soils (encountered in the borings to depths of approximately 6 to 8½ feet below the existing ground surface) bearing on the stiff to hard silty clay or new, properly compacted engineered fill is considered feasible and appropriate to support the proposed facility improvements. For footings, extended through existing fill soils, bearing at depths of at least 3½ feet below grade on natural, stiff to hard silty clay or new, properly compacted engineered fill, we recommend a maximum net allowable soil bearing pressure of 2,000 psf be used to proportion the footings.

To reduce the potential for foundation bearing failure and excessive settlement due to local shear or "punching" action, we recommend that continuous footings have a minimum width of 18 inches and that isolated column footings have a minimum lateral dimension of 30 inches. In addition, footings should be placed at a depth to provide adequate frost cover protection. We recommend the footings be placed at a minimum depth of 3½ feet below finished grade. Interior footings in heated areas can be placed at a minimum of 2 feet below grade provided that suitable soils are encountered and that the foundations will not be subjected to freezing weather either during or after construction.

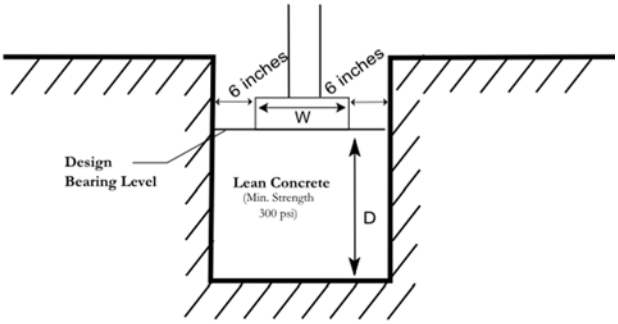
For the canopy foundations, uplift loading conditions often control the footing design. Uplift resistance of spread footings can be developed from the weight of the footing, the effective weight of the overlying soils, and from the weight of the structure itself. Soil uplift resistance may be calculated as the effective weight of the soil prism defined by a diagonal line extending around the perimeter of the foundation from the top of the foundation to the ground surface at an angle of 20 degrees from the vertical. The maximum allowable uplift capacity should be taken as a sum of the effective weight of soil plus the dead weight of the foundation and structure, all divided by an appropriate factor of safety. A maximum total unit weight of 120 pcf should be used for existing soils or well-compacted backfill at this site.

We recommend that the excavation of building foundations be monitored on a full-time basis by a CGMT geotechnical engineer or his representative to verify that the exposed subgrade materials and the soil bearing capacity will be suitable for the proposed building and is consistent with the boring log information obtained during the geotechnical exploration.

The contractor should be prepared to undercut/overexcavate and extend the footings to soils of adequate bearing capacity. As an alternative, after overexcavation and removal of weaker/low bearing capacity soils or unsuitable soils, the foundation subgrade can be raised using compacted engineered fill or lean concrete to a minimum frost depth of 3½ feet below final exterior grade. Engineered fill should be compacted to a minimum of 95 percent of the maximum dry density as discussed in the **Subgrade Preparation and Engineered Fill** section. The zone of the engineered fill placed below the foundations should extend 1 foot beyond the outside edges of the footings and from that point, outward laterally 1 foot for every 2 feet of fill thickness below the footing. The overexcavation and backfill procedure is depicted in the figure below. If lean concrete is used to replace weaker/low bearing soils or unsuitable soils, no lateral overexcavation will be necessary, but the excavation should be 1 foot wider than the footing (6 inches on each side).



Overexcavation and Backfill Procedure
(Recommended for Relatively Shallow Deepening)



Overexcavation and Lean Concrete Backfill Procedure
(Recommended for Greater Deepening)

Settlement of the conventional shallow foundations, designed in accordance with our recommendations presented in this report, is expected to be within tolerable limits. For footings, extended through existing fill, placed on natural, stiff to hard silty clay or new, properly compacted engineered fill and designed as discussed above, maximum total settlement is expected to be in the range of 1 inch or less. These settlement values are based on our engineering experience with the soil and the anticipated structural loading, and are to guide the structural engineer with his design.

Rammed or Vibro-Compacted Aggregate Piers

Existing fill and lower strength soils were encountered in the borings at depths between approximately 6 and 8½ feet below the current ground surface. Complete removal and replacement discussed above may not be economical due to high construction cost. As an alternative, for ground improvement techniques and construction of conventional shallow foundations, the use of compacted/rammed aggregate piers, similar to Geopier® rammed aggregate piers and Vibro Piers can be considered for support of foundations for the new facility improvements. It is our opinion that foundations supported on compacted/rammed aggregate piers or Vibro Piers as discussed above will likely permit proportioning foundations for a net allowable soil bearing capacity of 3,000 psf or greater, though this must be verified by the rammed aggregate piers or Vibro Piers installer.

The compacted/rammed aggregate piers can be used to reinforce the existing soils beneath spread and wall footings, load bearing walls and floor slabs. The compacted/rammed aggregate piers are constructed by drilling approximately 2 ½ feet in diameter boreholes extending through the layers of unsuitable soils and compacted/ramming thin lifts of new aggregate fill materials within the boreholes to create dense aggregate piers. The compacted/rammed aggregate piers should be constructed through layers of existing fill and lower strength natural soils and anticipated to extend to natural, stiff to hard silty clay at depths of about 6 to 8½ feet below existing grade. Temporary casing will likely be needed during construction of the aggregate piers through the existing fill soils. Aggregate piers should be constructed on a grid pattern using well-graded granular soils tamped in thin lifts. We anticipate spacing of compacted/rammed aggregate piers should be in the range of 5 to 10 feet on center. Our experience suggests that aggregate pier manufacturers will interpret the available subsurface information and can provide appropriate foundation design including allowable bearing pressure and anticipated settlement.

The compacted/rammed aggregate piers can also be used to support floor slabs. For buildings with compacted/rammed aggregate piers, similar to Geopier® rammed aggregate piers and Vibro Piers, floor slabs and the required granular base course can be constructed on top of aggregate piers. Prior to the construction of floor slabs, the subgrade preparation should consist of densifying the exposed design subgrade surface to the extent practical prior to placement of granular base course and concrete.

We recommend that the excavation of building foundations be monitored on a full-time basis by a CGMT geotechnical engineer or his representative to verify the exposed soils and the soil bearing capacity will be suitable for the proposed building and is consistent with the boring log information obtained during the geotechnical exploration.

For footings bearing above soil improved using rammed aggregate piers properly designed and installed, maximum total settlement is expected to be in the range of 1 inch or less based on consolidation of the soils under structural loading. These settlement values are based on our engineering experience with the soil and the anticipated structural loading, and are to guide the structural engineer with his design.

Floor Slab Design

For the design and construction of the new building slabs-on-grade for the proposed building, we recommend that all existing vegetation, pavement, topsoil or organic soils, and any unsuitable/deleterious materials should be removed and replaced with compacted engineered fill as discussed in the **Site Preparation and Engineered Fill** section. If the removal is performed in accordance with these recommendations, we anticipate floor slabs for the structures will be supported on stable and approved subgrades consisting of the existing soils or new, properly compacted engineered fill.

It is assumed that the existing floor slab subgrade has performed satisfactorily during the proofroll discussed in the Subgrade Preparation subsection, even though existing fill soils were encountered to depths of approximately 3½ to 8½ feet below the existing grade. Provided that the floor slab subgrade passes a proofroll, the risk of excessive settlement is low. However, if the floor slab subgrade does not pass the proofroll, some undercutting and placement of controlled backfill will be required.

We recommend that floor slabs be underlain by a minimum of 6 inches of granular material having a maximum aggregate size of 1½ inches and no more than 2 percent of fines. Prior to placing the granular material, the floor subgrade soil should be properly compacted, proofrolled, and free of standing water, mud, and frozen soil. For design of Portland cement concrete slabs-on-grade, a modulus of subgrade reaction (k) of 100 pounds per cubic inch (pci) can be used for slabs constructed on subgrade prepared as discussed herein.

A properly designed and constructed capillary break layer can often mitigate the need for a moisture retarder and can assist in more uniform curing of concrete. If a vapor retarder is considered to provide additional moisture protection, special attention should be given to the surface curing of the slabs to reduce uneven drying of the slabs and associated cracking and/or slab curling. The use of a blotter or cushion layer above the vapor retarder can also be considered for project specific reasons. Please refer to ACI 302.1R96 *Guide for Concrete Floor and Slab Construction* and ASTM E 1643 *Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs* for additional guidance on this issue.

We recommend that the floor slab be isolated from the foundation footings so differential settlement of the structure will not induce shear stresses on the floor slab. Also, in order to reduce the crack width of any shrinkage cracks that may develop near the surface of the slab, we recommend mesh reinforcement as a minimum be included in the design of the floor slab. Temperature and shrinkage reinforcements in slabs on ground should be positioned in the upper third of the slab thickness. The Wire Reinforcement Institute recommends the mesh reinforcement be placed 2 inches below the slab surface or upper one-third of slab thickness, whichever is closer to the surface. Adequate construction joints, contraction joints and isolation joints should also be provided in the slab to reduce the impacts of cracking and shrinkage. Please refer to ACI 302.1R96 *Guide for Concrete Floor and Slab Construction* for additional information regarding concrete slab joint design.

Underground Fuel Storage Tanks

Underground fuel storage tanks should be designed to resist uplift pressures due to hydrostatic loading, or a sump pit and pump system should be provided to remove any seepage into the granular fill around the tanks so that uplift pressures will not develop. If water accumulates in granular backfill zones, seepage into the surrounding native clay soils would be very slow. Uplift pressure would be greatest when the tanks are empty and a high water level exists on site. The fuel tanks and tie-down mats should be designed to resist a water pressure of 62.4 psf per foot of embedment below potential groundwater levels. The total uplift force could be resisted by the dead weight of the structures and the effective weight of backfill placed over the tank and any extensions of the tank foundations. An effective backfill weight of 120 pcf should be used above the groundwater table and 60 pcf for backfill below the water table. A backup pump and emergency power source should be part of any design to resist tank uplift through drainage. We recommend tank backfill be placed and compacted in accordance with the recommendations of the **Subgrade Preparation and Engineered Fill** sections of this report.

Pavements

For the design and construction of exterior pavements, we recommend that topsoil, old pavement be removed before construction of new pavements and that new pavements will be supported by stable and approved subgrades consisting of the existing soils or new, properly compacted engineered fill.

It is assumed that the existing pavement subgrade has performed satisfactorily during the proofroll discussed in the **Subgrade Preparation** subsection, even though existing fill soils were encountered to depths of approximately 3½ to 8½ feet below the existing grade. Provided that the pavement subgrade passes a proofroll, the risk of excessive settlement is low. However, if the pavement subgrade does not pass the proofroll, some undercutting and placement of controlled backfill will be required.

We anticipate the new pavement will be constructed of asphaltic concrete or Portland cement concrete. We expect that the proposed parking lot will generally be utilized for light duty traffic, and the driveways and loading and unloading areas be utilized for light to medium duty traffic. Heavy traffic loads would be anticipated for areas near any dumpsters where garbage trucks would often cross. We recommend the pavement subjected to light traffic be underlain by a minimum of 8 inches of base course granular material, similar to Illinois Department of Transportation gradation CA-6.

Assuming the pavement subgrade will consist predominantly of the cohesive soils and new fill prepared in accordance with the recommendations given in this report, an estimated IBR value of 3 could be used in proportioning a flexible pavement section. Similarly, an estimated modulus of subgrade reaction value equal to 100 pounds per cubic inch could be used for design of rigid concrete pavement sections. A Subgrade Stability Rating (SSR) rating of (Poor) should be used for pavement design. Concrete pavements should be air-entrained Portland cement concrete with a minimum compressive strength of 4,000 psi and a minimum flexural strength of 650 psi. Concrete strength requirements are outlined in article 1020.04 of the Standard Specifications for Road and Bridge Construction, effective April 1, 2016.

Some typical pavement sections used in this region of the country are given below which could be considered for preliminary estimating purposes. Other sections can also be considered. These sections assume a low volume of light vehicle loads (automobiles, vans, pickups, etc.). They should also be considered minimum thicknesses, and, as such, periodic maintenance should be anticipated. Final design sections should consider details such as final grades, traffic loadings, traffic volumes, the desired design life and any local, county or city codes. If you wish, we would be pleased to perform a detailed pavement section design using AASHTO or Asphalt Institute procedures when this information is available. It should also be noted that these sections do not consider if the binder course will be subject to construction vehicle traffic for an extended period of time. Some distress to the binder course and aggregate base could occur, if this is the case.

TYPICAL PAVEMENT SECTIONS[1]

	Light Duty (Parking Lots)	Heavy Duty[2] (Drives)
Portland Cement Concrete:	5 inches	6 inches
Full Depth Asphalt:	5½ inches	7 inches
Combined Section: Asphalt/Crushed Stone Base Course	3/8 inches	4/10 inches

[1]All materials should meet the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction requirements.
[2]In areas of anticipated heavy traffic, delivery trucks, or concentrated loads, a minimum concrete thickness of 7 inches is recommended but should be evaluated further when loading conditions are known.

Final design sections should consider details such as final grades, traffic loadings, traffic volumes, the desired design life and any local, county or city codes. If you wish, we would be pleased to perform a detailed pavement section design using AASHTO or Asphalt Institute procedures when this information is available. Minimum design requirements for hot-mix asphalt (HMA) shall follow Article 1030.05 in the IDOT Standard Specifications (Adopted April 1, 2016) During asphalt pavement construction, the wearing and leveling course should be compacted to a minimum of 93 percent of the theoretical density value. Prior to placing the granular material, the pavement subgrade soil should be properly compacted, proofrolled, and free of standing water, mud, and frozen soil.

Consideration should also be given to placing a geotechnical fabric at the base of the new pavement section as a separation layer and to reduce the potential for premature degradation of the new pavements.

An important consideration with the design and construction of pavements is surface and subsurface drainage. Where standing water develops, either on the pavement surface or within the base course layer, softening of the subgrade and other problems related to the deterioration of the pavement can be expected. Furthermore, good drainage should reduce the possibility of the subgrade materials becoming saturated over a long period of time. We would be pleased to be of further assistance to you in the design of the project pavements by providing additional recommendations during construction of the project.

Periodic maintenance of pavements should be anticipated. The subgrade parameters provided in this report consider that significant changes in the subgrade moisture content do not occur. To reduce the potential for changes in subgrade moisture, all paved areas should be sloped to provide rapid drainage of surface water and to drain water away from the pavement edges. Water that is allowed to pond on or adjacent to the pavement can saturate and soften the subgrade soils and subsequently accelerate pavement deterioration.

Granular base or subbase materials directly below pavement sections can also collect infiltrated surface water and soften the subgrade as well as increase the effects of frost action, both of which can be detrimental to pavements. For these reasons, where granular materials are used over a cohesive soil subgrade or where the groundwater level is within 3.5 feet of finished pavement subgrade, we recommend the installation of four-inch diameter transverse underdrains to improve the pavement performance and extend its service life. The underdrains should be installed at 300-foot intervals and at low points in the pavement. Pipe underdrains shall be installed per Article 601 in the IDOT Standard Specifications (Adopted April 1, 2016) and consist of Type 2 underdrains.

General Construction Considerations

We recommend that the subgrade preparation, installation of the foundations, and construction of slabs-on-grade be monitored by a CGMT geotechnical engineer or his representative. Methods of verification and identification such as proofrolling and hand auger probe holes will be necessary to further evaluate the subgrade soils and identify unsuitable soils. The contractor should be prepared to overexcavate footing excavations at isolated locations. We recommend that excavations of new foundations be monitored on a full-time basis by a CGMT geotechnical engineer or his representative to verify that the soil bearing pressure and the exposed subgrade materials will be suitable for the proposed DuDot building and are consistent with the boring log information obtained during this geotechnical exploration. We would be pleased to provide these services.

Since localized areas of soft/unsuitable soils may be present below the bearing elevation of foundations, we recommend that hand-auger borings be performed to at least half the footing width, or a minimum of 3 feet below each isolated column footing and to at least 2 feet below continuous footings. Hand auger borings should be performed at each column footing and at approximately 20-foot intervals along continuous footings to verify the suitability of the soils to support the recommended maximum net allowable bearing pressure. If soft/unsuitable soils are encountered, the footings should be extended until suitable bearing soils are encountered or the unsuitable soils should be removed beneath the base of the footing and replaced with compacted engineered fill or lean concrete. The foundation contractor should expect undercutting/overexcavation or removal of unsuitable material without delay and replacement with engineered fill at the time of foundation excavation/construction.

All loose or soft soils in the subgrade or foundation excavation areas should be densified or removed before placing any concrete or fill. Accumulated water or runoff water at the base of the foundation excavations should also be promptly removed. Groundwater seepage is anticipated not to be a major factor during foundation excavations or undercutting. If encountered, we believe sump and pump system should be adequate to remove accumulated seepage from the bottom of excavations prior to placement of concrete or crushed stone. Concrete should not be placed in water. To reduce the potential for frost heave related problems; forms should be used prior to the placement of foundation concrete.

Exposure to the environment may weaken the soils at the foundations bearing level if the excavations remain open for too long a time. Therefore, foundation concrete should be placed the same day that excavations are opened, when possible. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the immediately prior to placement of concrete.

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We recommend adequate surface and subsurface drainage be considered in the design and construction of floor slabs and pavements. Where standing water develops, either on slab or pavement surfaces or within the base course layer, softening of the subgrade and other problems related to the deterioration of the floor slabs and pavements can be expected. Adequate drainage should reduce the possibility of the subgrade materials becoming saturated over a long period of time. To reduce water infiltration to the pavement section and within the base course layer resulting in softening of the subgrade and deterioration of the slabs and pavements, we recommend the timely repair or sealing of joints and cracks in slabs and pavement.

All unsuitable materials should be removed and replaced with environmentally clean, inorganic fill and free of debris or harmful matter. Unsuitable materials removed from the project site should be disposed of in accordance with all applicable federal, state, and local regulations.

The contractor should avoid stockpiling excavated materials immediately adjacent to the excavation walls. We recommend that stockpile materials be kept back from the excavation a minimum distance equal to the excavation depth to avoid surcharging the excavation walls. If this is impractical due to space constraints, the excavation walls should be retained with bracing designed for the anticipated surcharge loading.

Excavations should comply with the requirements of OSHA 29CFR, Part 1926, Subpart P, "Excavations" and its appendices, as well as other applicable codes. This document states that the contractor is solely responsible for the design and construction of stable, temporary excavations. The excavations should not only be in accordance with current OSHA excavation and trench safety standards but also with applicable local, state, and federal regulations. The contractor should shore, slope or bench the excavation sides when appropriate. In no case should excavations extend below the level of adjacent structures, utilities or pavements, unless underpinning or other adequate support is provided. Site safety is the sole responsibility of the contractor, who shall also be responsible for the means, methods and sequencing of construction operations.

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EXPLORATION PROCEDURES

Subsurface Exploration Procedures

The soil borings were located in the field by a CGMT Field Engineer based on the proposed boring site plan provided to us. As required by the State of Illinois, the driller notified Illinois One-Call System, JULIE, to verify underground utilities in the vicinity of the project site prior to drilling operations.

The soil borings were performed with a truck-mounted rotary-type auger drill rig, which utilized continuous hollow stem augers to advance the boreholes. Representative soil samples were obtained at 2½ foot intervals for the first 10 feet and 5-foot intervals thereafter by means of conventional split-barrel sampling procedures. In this procedure, a 2-inch O.D., split-barrel sampler is driven into the soil a distance of 18 inches by a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler through a 12-inch interval, after initial setting of 6 inches, is termed the Standard Penetration Test (SPT) or N-value and is indicated for each sample on the boring logs. The SPT value can be used as a qualitative indication of the in-place relative density of cohesionless soils. In a less reliable way, it also indicates the consistency of cohesive soils. This indication is qualitative, since many factors can significantly affect the standard penetration resistance value and prevent a direct correlation between drill crews, drill rigs, drilling procedures, and hammer-rod-sampler assemblies. The drill rig utilized an automatic trip hammer to drive the sampler. Consideration of the effect of the automatic hammer's efficiency was included in the interpretation of subsurface information for the analyses prepared for this report.

The drill crew maintained a field log of the soils encountered in the borings. After recovery, each geotechnical soil sample was removed from the sampler and visually classified. Representative portions of each soil sample were then sealed in jars and brought to our laboratory in Elk Grove Village, Illinois for further visual examination and laboratory testing. After completion of the drilling operations, the boreholes were backfilled with auger cuttings to the existing ground surface.

Laboratory Testing Program

Representative soil samples were selected and tested in our laboratory to check field classifications and to determine pertinent engineering properties. The laboratory testing program included visual classifications and unconfined compressive strength and moisture content determinations. Dry density determinations were performed on selected samples of cohesive existing fill.

An experienced geotechnical engineer classified each soil sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System. The group symbols for each soil type are indicated in parentheses following the soil descriptions on the boring logs. A brief explanation of the Unified System is included with this report. The geotechnical engineer grouped the various soil types into the major zones noted on the boring logs. The stratification lines designating the interfaces between earth materials on the boring logs and profiles are approximate; in situ, the transitions may be gradual.

Unconfined compressive strength tests were performed on cohesive soil samples with the use of a calibrated hand penetrometer. In the hand penetrometer test, the unconfined compressive strength of a soil sample is estimated, to a maximum of 4½ tons per square foot (tsf) by measuring the resistance of a soil sample to penetration of a small, calibrated spring-loaded cylinder.

The soil samples will be retained in our laboratory for a period of 60 days, after which, they will be discarded unless other instructions are received as to their disposal.

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CLOSING

We recommend that the construction activities be monitored by CGMT to provide the necessary overview and to check the suitability of the subgrade soils for supporting the foundations. Once final loads become available, CGMT must be contacted to review the recommendations presented herein.

This report has been prepared in order to aid in the evaluation of this property and to assist the architect and/or engineer in the design of this project. The scope is limited to the specific project and locations described herein and our description of the project represents our understanding of the significant aspects relative to soil and foundation characteristics. In the event that any change in the nature or location of the proposed construction outlined in this report are planned, we should be informed so that the changes can be reviewed and the conclusions of this report modified or approved in writing by the geotechnical engineer. It is recommended that all construction operations dealing with earthwork and foundations be reviewed by an experienced geotechnical engineer to provide information on which to base a decision as to whether the design requirements are fulfilled in the actual construction. If you wish, we would welcome the opportunity to provide field construction services for you during construction.

The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings and tests performed at the locations as indicated on the Boring Location Plan and other information referenced in this report. This report does not reflect any variations, which may occur between the borings. In the performance of the subsurface exploration, specific information is obtained at specific locations at specific times. However, it is a well-known fact that variations in soil conditions exist on most sites between boring locations and also such situations as groundwater levels vary from time to time. The nature and extent of variations may not become evident until the course of construction. If variations then appear evident, after performing on-site observations during the construction period and noting characteristics and variations, a reevaluation of the recommendations for this report will be necessary.

APPENDIX

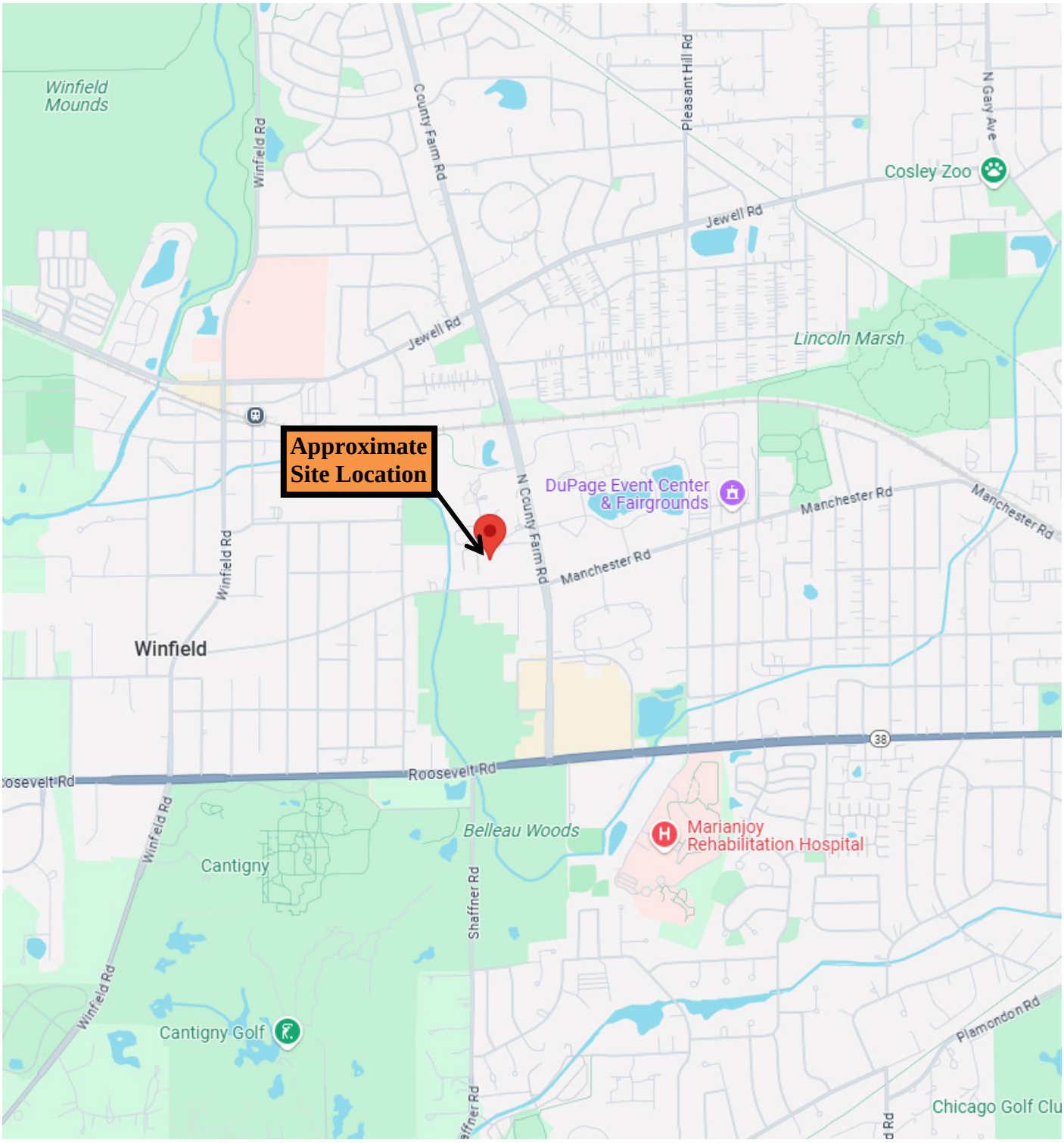
Vicinity Map

Boring Location Plan

Boring Logs

Unified Soil Classification System

Reference Notes for Boring Logs



	VICINITY MAP	N	**CGMT Project No. 25G0239** **DuDot 140 Building** **140 N. County Farm Road** **Wheaton, DuPage County, Illinois 60187**

Drawing Not To Scale

N

LEGEND

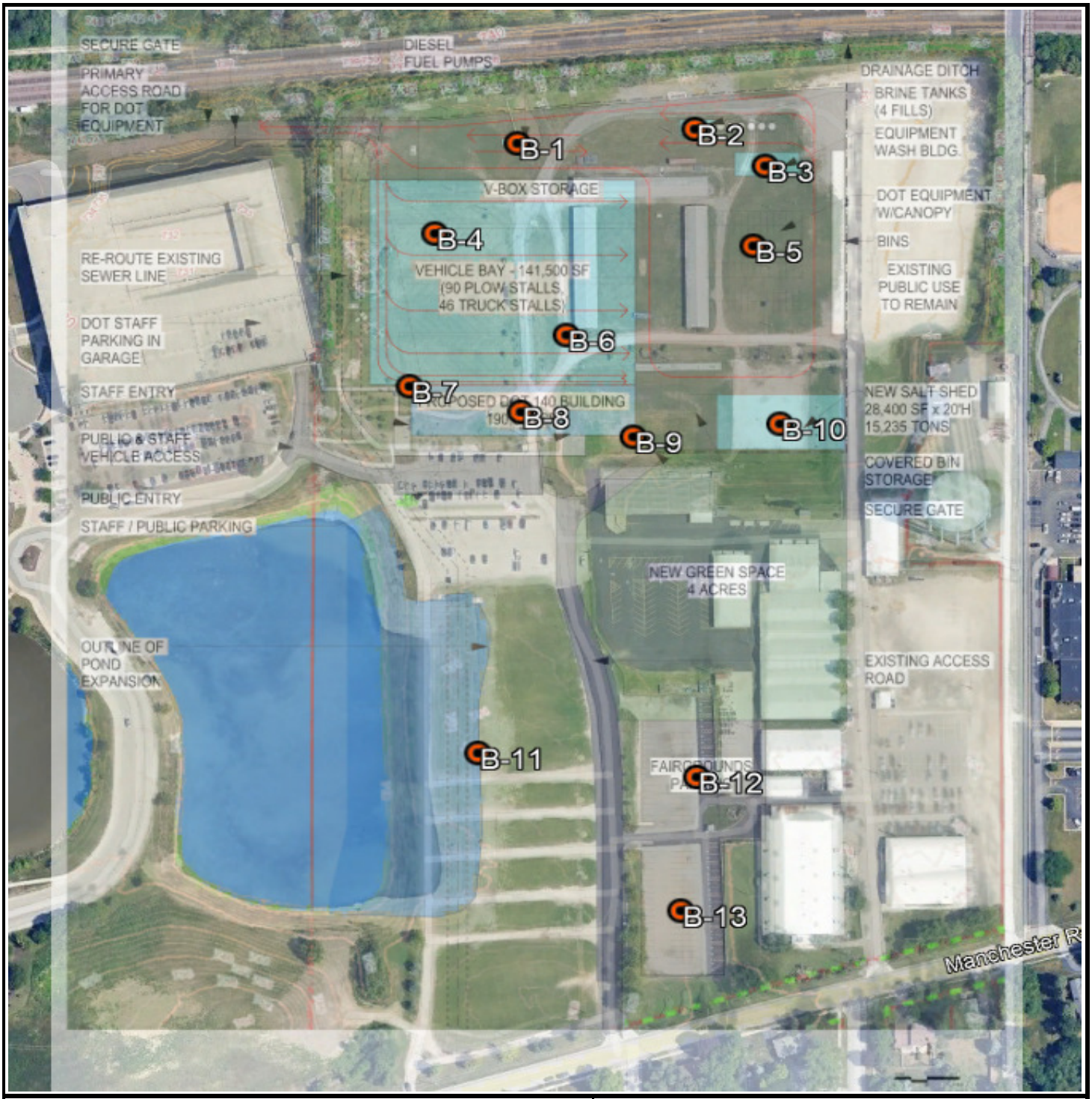
- Approximate Soil Boring Locations

Soil Boring Location Diagram

DuDot 140 Building

140 N. County Farm Road
Wheaton, Illinois 60187

Project Manager	Project Number
P. Patel	25G0239
Date	Sheet Number
4/25/2025	Fig. 1



Drawing Not To Scale

N

LEGEND

- Approximate Soil Boring Locations

Soil Boring Location Diagram

DuDot 140 Building

140 N. County Farm Road
Wheaton, Illinois 60187

Project Manager	Project Number
P. Patel	25G0239
Date	Sheet Number
4/25/2025	Fig. 2

Drawing Not To Scale

N

LEGEND

- Approximate Soil Boring Locations

Soil Boring Location Diagram

DuDot 140 Building

140 N. County Farm Road
Wheaton, Illinois 60187

Project Manager	Project Number
P. Patel	25G0239
Date	Sheet Number
4/25/2025	Fig. 3

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-01
Date: Monday, April 14, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 12" of Topsoil					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		Silty Clay, Trace Sand and Gravel, black, brown and gray, stiff to hard (CL FILL)	SS-1 1.0' - 2.5' 12" Recovery	3 3 4	24.7	4.5+	**Dry Density:** 1.0' - 2.5' = 94.1 lbs./ft³
	2.0							
	3.0							
	4.0		Saturated	SS-2 3.5' - 5.0' 18" Recovery	2 2 2	25.0	2.5	
	5.0							
	6.0		Saturated	SS-3 6.0' - 7.5' 18" Recovery	0 2 2	26.6	1.5	
	7.0							
	8.0							
	9.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard (CL)	SS-4 8.5' - 10.0' 18" Recovery	4 5 5	20.1	4.5+	
	10.0							
	11.0							
	12.0							
	13.0							
	14.0		Silty Clay, Trace Sand and Gravel, gray, hard (CL)	SS-5 13.5' - 15.0' 18" Recovery	6 7 7	16.8	4.5+	
	15.0							
	16.0							
	17.0							
	18.0							
	19.0			SS-6 18.5' - 20.0' 18" Recovery	7 9 10	14.1	4.5+	
	20.0		END of BORING at 20 Feet					

Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: 7 Feet
Immediately After Drilling: 7 Feet

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-02
Date: Monday, April 14, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 10" of Topsoil					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		Silty Clay, Trace Sand and Gravel, black, brown and gray, very stiff (CL FILL)	SS-1 1.0' - 2.5' 18" Recovery	5 5 5	18.0	3.5	**Dry Density:** 1.0' - 2.5' = 108.3 lbs./ft³
	2.0							
	3.0							
	4.0		Saturated	SS-2 3.5' - 5.0' 18" Recovery	2 2 2	25.9	2.5	**Dry Density:** 3.5' - 5.0' = 99.4 lbs./ft³
	5.0							
	6.0		Silty Clay, Trace Sand and Gravel, brown and gray, very stiff (CL)	SS-3 6.0' - 7.5' 18" Recovery	3 3 3	16.7	2.75	
	7.0							
	8.0							
	9.0			SS-4 8.5' - 10.0' 18" Recovery	3 4 5	16.4	3.5	
	10.0							
	11.0							
	12.0							
	13.0							
	14.0		Silty Clay, Trace Sand and Gravel, gray, hard (CL)	SS-5 13.5' - 15.0' 18" Recovery	4 5 6	16.2	4.5+	
	15.0							
	16.0							
	17.0							
	18.0							
	19.0			SS-6 18.5' - 20.0' 18" Recovery	4 5 6	17.6	2.5	
	20.0		END of BORING at 20 Feet					

		Water Level (Ft.)	
Drilling Contractor:	CGMT, Inc.		
Drilling Method:	3¼" O.D. H.S.A. Split Spoon Sampling	**During Drilling:**	None
Drilling Equipment:	CME-45C Truck Mounted Drill Rig	**Immediately After Drilling:**	None
	REVIEWED BY: NPW		

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-03
Date: Monday, April 14, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 8" of Topsoil					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		Silty Clay, Trace Sand and Gravel, black, brown and gray, stiff to very stiff (CL FILL)	SS-1 1.0' - 2.5' 18" Recovery	3 2 2	15.7	3.5	**Dry Density:** 1.0' - 2.5' = 113.0 lbs./ft³
	2.0							
	3.0							
	4.0			SS-2 3.5' - 5.0' 12" Recovery	2 2 3	24.7	3.0	**Dry Density:** 3.5' - 5.0' = 99.6 lbs./ft³
	5.0							
	6.0		Saturated	SS-3 6.0' - 7.5' 18" Recovery	0 1 2	28.0	1.75	
	7.0							
	8.0							
	9.0		Silty Clay, Trace Sand and Gravel, brown and gray, stiff (CL)	SS-4 8.5' - 10.0' 18" Recovery	1 2 3	20.1	1.5	
	10.0							
	11.0							
	12.0							
	13.0							
	14.0		Silty Clay, Trace Sand and Gravel, gray, very stiff to hard (CL)	SS-5 13.5' - 15.0' 18" Recovery	2 3 4	16.9	3.25	
	15.0							
	16.0							
	17.0							
	18.0							
	19.0			SS-6 18.5' - 20.0' 18" Recovery	3 5 7	19.8	4.5+	
	20.0		END of BORING at 20 Feet					

Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: 8 Feet
Immediately After Drilling: 6 Feet

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-04
Date: Monday, April 14, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 13" of Topsoil					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		Silty Clay, Trace Sand and Gravel, black, brown and gray, very stiff to hard (CL FILL)	SS-1 1.0' - 2.5' 18" Recovery	3 3 3	15.0	4.5+	
	2.0							
	3.0							
	4.0		Saturated	SS-2 3.5' - 5.0' 18" Recovery	2 2 3	25.2	3.0	**Dry Density:** 3.5' - 5.0' = 98.3 lbs./ft³
	5.0							
	6.0		Silty Clay, Trace Sand and Gravel, brown and gray, very stiff (CL)	SS-3 6.0' - 7.5' 18" Recovery	0 2 2	19.4	3.0	
	7.0							
	8.0							
	9.0			SS-4 8.5' - 10.0' 18" Recovery	3 3 4	22.9	3.5	
	10.0							
	11.0							
	12.0							
	13.0							
	14.0		Silty Clay, Trace Sand and Gravel, gray, hard (CL)	SS-5 13.5' - 15.0' 18" Recovery	4 6 7	15.0	4.0	
	15.0		END of BORING at 15 Feet					
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: 7 Feet
Immediately After Drilling: 5 Feet

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
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1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-05
Date: Monday, April 14, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 12" of Topsoil					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		Silty Clay, Trace Sand and Gravel, black, brown and gray, very stiff to hard (CL FILL)	SS-1 1.0' - 2.5' 8" Recovery	4 5 6	21.9	4.5+	
	2.0							
	3.0							
	4.0			SS-2 3.5' - 5.0' 12" Recovery	2 2 2	24.2	2.5	**Dry Density:** 3.5' - 5.0' = 98.8 lbs./ft³
	5.0							
	6.0		Silty Clay, Trace Sand and Gravel, brown and gray, very stiff (CL)	SS-3 6.0' - 7.5' 18" Recovery	2 2 2	20.2	3.0	
	7.0							
	8.0							
	9.0			SS-4 8.5' - 10.0' 18" Recovery	3 3 3	16.5	3.0	
	10.0		END of BORING at 10 Feet					
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: None
Immediately After Drilling: None

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-06
Date: Monday, April 14, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 18" of Topsoil					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0			SS-1	3	-	-	
			Silty Clay, Trace Sand and Gravel, black, brown and gray, very stiff (CL FILL)	1.0' - 2.5'	4	26.5	3.75	
	2.0			18" Recovery	4			
			Saturated					
	3.0							
				SS-2	2			**Dry Density:**
	4.0		Saturated	3.5' - 5.0'	3	26.4	3.5	3.5' - 5.0' = 94.5 lbs./ft³
				18" Recovery	4			
	5.0							
	6.0			SS-3	2			
			Saturated	6.0' - 7.5'	2	27.5	3.5	
	7.0			18" Recovery	3			
	8.0							
			Silty Clay, Trace Sand and Gravel, gray, very stiff to hard (CL)	SS-4	4			
	9.0			8.5' - 10.0'	4	17.0	3.25	
				18" Recovery	6			
	10.0							
	11.0							
	12.0							
	13.0							
				SS-5	5			
	14.0			13.5' - 15.0'	7	18.1	4.25	
				18" Recovery	9			
	15.0		END of BORING at 15 Feet					
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: 7 Feet
Immediately After Drilling: 11 Feet

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-07
Date: Friday, April 18, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 13" of Topsoil					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		Silty Clay, Trace Sand and Gravel, black, brown and gray, very stiff to hard (CL FILL)	SS-1 1.0' - 2.5' 18" Recovery	4 6 7	20.5	4.5+	
	2.0							
	3.0							
	4.0			SS-2 3.5' - 5.0' 18" Recovery	4 4 6	22.4	4.5+	
	5.0							
	6.0			SS-3 6.0' - 7.5' 18" Recovery	3 4 5	23.1	3.0	
	7.0							
	8.0							
	9.0		Silty Clay, Trace Sand and Gravel, gray, very stiff to hard (CL)	SS-4 8.5' - 10.0' 18" Recovery	5 6 7	20.9	3.5	
	10.0							
	11.0							
	12.0							
	13.0							
	14.0			SS-5 13.5' - 15.0' 18" Recovery	4 5 7	20.2	4.0	
	15.0							
	16.0							
	17.0							
	18.0							
	19.0		Sand and Gravel, gray, medium dense (SP-GP)	SS-6 18.5' - 20.0' 18" Recovery	4 6 8	8.7	-	
	20.0							

Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: None
Immediately After Drilling: 23 Feet

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
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Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-07
Date: Friday, April 18, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	20.0		Sand and Gravel, gray, medium dense (SP-GP)					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	21.0							
	22.0							
	23.0							
	24.0			SS-7 23.5' - 25.0' 12" Recovery	10 10 12	5.0	-	
	25.0		END of BORING at 25 Feet					
	26.0							
	27.0							
	28.0							
	29.0							
	30.0							
	31.0							
	32.0							
	33.0							
	34.0							
	35.0							
	36.0							
	37.0							
	38.0							
	39.0							
	40.0							

Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: None
Immediately After Drilling: 23 Feet

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-08
Date: Friday, April 18, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 10" of Topsoil					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		Silty Clay, Trace Sand and Gravel, black, brown and gray, very stiff (CL FILL)	SS-1 1.0' - 2.5' 18" Recovery	3 4 4	25.2	2.75	
	2.0		Saturated					
	3.0							
	4.0		Silty Clay, Trace Sand and Gravel, brown and gray, very stiff to hard (CL)	SS-2 3.5' - 5.0' 18" Recovery	3 2 2	16.1	2.5	
	5.0							
	6.0			SS-3 6.0' - 7.5' 18" Recovery	3 4 5	19.9	4.5+	
	7.0							
	8.0							
	9.0			SS-4 8.5' - 10.0' 18" Recovery	3 3 2	16.2	3.25	
	10.0							
	11.0							
	12.0							
	13.0							
	14.0		Silty Clay, Trace Sand and Gravel, gray, stiff to very stiff (CL)	SS-5 13.5' - 15.0' 18" Recovery	3 4 4	17.5	3.5	
	15.0							
	16.0							
	17.0							
	18.0							
	19.0			SS-6 18.5' - 20.0' 10" Recovery	5 5 6	17.8	1.25	
	20.0							

Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: None
Immediately After Drilling: 22 Feet

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-08
Date: Friday, April 18, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	20.0		Silty Clay, Trace Sand and Gravel, gray, stiff to very stiff (CL)					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	21.0							
	22.0							
	23.0							
	24.0			SS-7 23.5' - 25.0' 18" Recovery	5 9 10	16.8	3.25	
	25.0		END of BORING at 25 Feet					
	26.0							
	27.0							
	28.0							
	29.0							
	30.0							
	31.0							
	32.0							
	33.0							
	34.0							
	35.0							
	36.0							
	37.0							
	38.0							
	39.0							
	40.0							

Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: None
Immediately After Drilling: 22 Feet

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-09
Date: Friday, April 18, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 12" of Topsoil					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		Silty Clay, Trace Sand and Gravel, black, brown and gray, very stiff to hard (CL FILL)	SS-1 1.0' - 2.5' 18" Recovery	6 7 8	12.4	4.5+	
	2.0							
	3.0							
	4.0			SS-2 3.5' - 5.0' 18" Recovery	3 3 3	23.8	3.5	**Dry Density:** 3.5' - 5.0' = 96.8 lbs./ft³
	5.0							
	6.0			SS-3 6.0' - 7.5' 18" Recovery	2 2 1	28.2	2.0	
	7.0							
	8.0							
	9.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard (CL)	SS-4 8.5' - 10.0' 18" Recovery	2 3 4	16.5	4.5+	
	10.0							
	11.0							
	12.0							
	13.0							
	14.0			SS-5 13.5' - 15.0' 18" Recovery	6 7 11	15.2	4.5+	
	15.0							
	16.0							
	17.0							
	18.0							
	19.0		Silty Clay, Trace Sand and Gravel, gray, very stiff to hard (CL)	SS-6 18.5' - 20.0' 18" Recovery	7 9 10	16.8	4.5+	
	20.0							

Drilling Contractor:	CGMT, Inc.
Drilling Method:	3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment:	CME-45C Truck Mounted Drill Rig
	REVIEWED BY: NPW

Water Level (Ft.)

During Drilling:	10 Feet
Immediately After Drilling:	11 Feet

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-09
Date: Friday, April 18, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	20.0		Silty Clay, Trace Sand and Gravel, gray, very stiff to hard (CL)					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	21.0							
	22.0							
	23.0							
	24.0			SS-7 23.5' - 25.0' 18" Recovery	5 7 10	17.1	3.0	
	25.0		END of BORING at 25 Feet					
	26.0							
	27.0							
	28.0							
	29.0							
	30.0							
	31.0							
	32.0							
	33.0							
	34.0							
	35.0							
	36.0							
	37.0							
	38.0							
	39.0							
	40.0							

Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: 10 Feet
Immediately After Drilling: 11 Feet

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Boring No.: **B-10**
Date: Monday, April 14, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 14" of Gravel, Trace Sand (GP FILL)					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard (CL)	SS-1 1.0' - 2.5' 18" Recovery	3 6 6	16.9	4.5+	
	2.0							
	3.0							
	4.0			SS-2 3.5' - 5.0' 18" Recovery	4 6 8	17.5	4.5+	
	5.0							
	6.0			SS-3 6.0' - 7.5' 18" Recovery	5 6 10	16.8	4.5+	
	7.0							
	8.0							
	9.0		Silty Clay, Trace Sand and Gravel, gray, hard (CL)	SS-4 8.5' - 10.0' 18" Recovery	4 6 8	16.2	4.5+	
	10.0							
	11.0							
	12.0							
	13.0							
	14.0			SS-5 13.5' - 15.0' 18" Recovery	4 5 6	15.1	3.5	
	15.0							
	16.0							
	17.0							
	18.0							
	19.0			SS-6 18.5' - 20.0' 18" Recovery	4 5 5	17.7	3.25	
	20.0		END of BORING at 20 Feet					

Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: None
Immediately After Drilling: None

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Boring No.: **B-11**
Date: Friday, April 18, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 4" of Gravel, Trace Sand (GP FILL)					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard (CL)	SS-1 1.0' - 2.5' 18" Recovery	3 4 5	14.7	4.0	
	2.0							
	3.0							
	4.0			SS-2 3.5' - 5.0' 18" Recovery	5 5 5	15.9	4.5+	
	5.0							
	6.0			SS-3 6.0' - 7.5' 18" Recovery	5 7 10	16.3	4.5+	
	7.0							
	8.0							
	9.0			SS-4 8.5' - 10.0' 18" Recovery	5 8 9	16.1	4.5+	
	10.0							
	11.0							
	12.0							
	13.0							
	14.0		Silty Clay, Trace Sand and Gravel, gray, hard (CL)	SS-5 13.5' - 15.0' 18" Recovery	5 5 7	15.5	4.5+	
	15.0		END of BORING at 15 Feet					
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: None
Immediately After Drilling: None

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Boring No.: B-12
Date: Friday, April 18, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 12" of Gravel, Trace Sand (GP FILL)					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		Silty Clay, Trace Sand and Gravel, black, brown and gray, very stiff (CL FILL)	SS-1 1.0' - 2.5' 18" Recovery	3 3 3	23.6	3.5	**Dry Density:** 1.0' - 2.5' = 97.7 lbs./ft³
	2.0							
	3.0		Silty Clay, Trace Sand and Gravel, brown and gray, very stiff (CL)	SS-2 3.5' - 5.0' 18" Recovery	3 3 2	18.8	2.5	
	4.0							
	5.0							
	6.0			SS-3 6.0' - 7.5' 18" Recovery	3 4 5	18.5	3.5	
	7.0							
	8.0							
	9.0			SS-4 8.5' - 10.0' 18" Recovery	3 3 4	19.7	3.0	
	10.0		END of BORING at 10 Feet					
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

Drilling Contractor:	CGMT, Inc.	**Water Level (Ft.)**
Drilling Method:	3¼" O.D. H.S.A. Split Spoon Sampling	**During Drilling:** None
Drilling Equipment:	CME-45C Truck Mounted Drill Rig	**Immediately After Drilling:** None
	REVIEWED BY: NPW	

Soil Boring Log

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

Boring No.: **B-13**
Date: Friday, April 18, 2025
Project: DuDot 140 Building
140 N. County Farm Road
Wheaton, Illinois 60187
Project No.: 25G0239
Boring Location: See Boring Location Diagram
Logged By: B.A.S.
Ground Elevation:

Soil Boring Prepared for:
Ms. Elizabeth Cerny, AIA
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		Approximately 6" of Gravel, Trace Sand (GP FILL)					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		Silty Clay, Trace Sand and Gravel, black, brown and gray, hard (CL FILL)	SS-1 1.0' - 2.5' 18" Recovery	3 4 5	22.4	4.5+	
	2.0							
	3.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard (CL)	SS-2 3.5' - 5.0' 18" Recovery	3 3 5	15.3	4.0	
	4.0							
	5.0							
	6.0			SS-3 6.0' - 7.5' 18" Recovery	5 9 10	15.4	4.5+	
	7.0							
	8.0							
	9.0			SS-4 8.5' - 10.0' 18" Recovery	6 8 12	15.8	4.5+	
	10.0		END of BORING at 10 Feet					
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

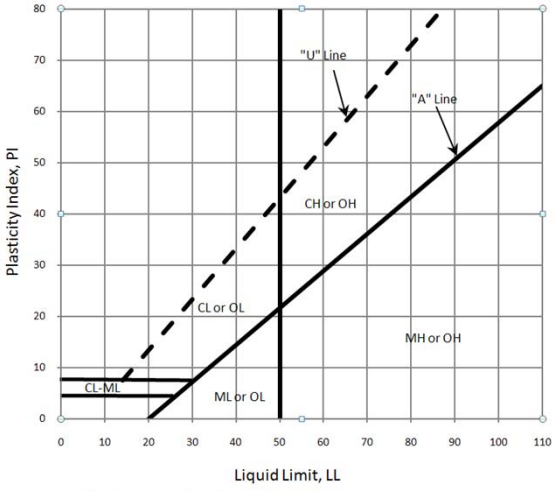
Drilling Contractor: CGMT, Inc.
Drilling Method: 3¼" O.D. H.S.A. Split Spoon Sampling
Drilling Equipment: CME-45C Truck Mounted Drill Rig
REVIEWED BY: NPW

Water Level (Ft.)
During Drilling: None
Immediately After Drilling: None

UNITED SOIL CLASSIFICATION SYSTEM
(ASTM D-2487)

Major Division		Group Symbol	Typical Names	Classification Criteria
Coarse-grained soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	GW	Well-graded gravels and gravel-sand mixtures, little or no fines	$C_u = D_{60}/D_{10}$ greater than 4 $C_z = (D_{30})^2/(D_{10}XD_{60})$ between 1 & 3
		GP	Poorly graded gravels and gravel-sand mixtures, little or no fines	Not meeting both criteria for GW
		GM	Silty gravels, gravel-sand-silt mixtures	Atterberg limits plot below "A" line or plasticity index less than 4
		GC	Clayey gravels, gravel-sand-clay mixtures	Atterberg limits plot above "A" line and plasticity index greater than 7
	Sands: More than 50% of coarse fraction passes No. 4 sieve	SW	Well-graded sands and gravelly sands, little or no fines	$C_u = D_{60}/D_{10}$ greater than 6 $C_z = (D_{30})^2/(D_{10}XD_{60})$ between 1 & 3
		SP	Poorly graded sands and gravelly sands, little or no fines	Not meeting both criteria for SW
		SM	Silty sands, sand-silt mixtures	Atterberg limits plot below "A" line or plasticity index less than 4
		SC	Clayey sands, sand-clay mixtures	Atterberg limits plot above "A" line and plasticity index greater than 7
Fine-grained soils: 50% or more passing No. 200 sieve	Silts and Clays: Liquid limit 50% or less	ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands	Note: U-line represents approximate upper limit of LL and PI combinations natural soils (empirically determined). ASTM D-2487
		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 sands or silts, elastic silts	
		CH	Inorganic clays of high plasticity, fat clays	
		OH	Organic clays of medium to high plasticity	
Highly organic soils		Pt	Peat, muck and other highly organic soils	Fibrous organic matter; will char, burn or glow

Classification on basis of percentage of fines
Less than 5% pass No. 200 sieve: GW, GP, SW, SP
More than 12% pass No. 200 sieve: GM, GC, SM, SC
5% to 12% pass No. 200 sieve: Borderline classification requiring use of dual symbol



Plasticity chart for the classification of fine-grained soils. Tests made on fraction finer than No. 40 sieve

Borderline classifications, used for soils possessing characteristics of two groups, are designated by combinations of group symbols. For example: GW-GC, well-graded gravel-sand mixture with clay binder

UNIFIED SOIL CLASSIFICATION SYSTEM

REFERENCE NOTES FOR BORING LOGS

I. Drilling and Sampling Symbols:

SS – Split Spoon Sampler
ST – Shelby Tube Sampler
RC – Rock Core: NX, BX, AX
PM – Pressuremeter
DC – Dutch Cone Penetrometer
RB – Rock Bit Drilling
BS – Bulk Sample of Drilling
PA – Power Auger (no sample)
HSA – Hollow Stem Auger
WS – Wash Sample

Standard Penetration (Blows/Ft) refers to the blows per foot of a 140 lb. hammer falling 30 inches on a 2 inch O.D. split spoon sampler, as specified in ASTM D-1586. The blow count is commonly referred to as the N-value.

II. Correlation of Penetration Resistances to Soil Properties:

Relative Density-Sands, Silts

SPT – N	Relative Density
0 – 3	Very Loose
4 – 9	Loose
10 – 29	Medium Dense
30 – 49	Dense
50 – 80	Very Dense

Consistency of Cohesive Soils

Unconfined Compressive Strength, Qp, tsf	Consistency
under 0.25	Very Soft
0.25 – 0.49	Soft
0.50 – 0.99	Firm
1.00 – 1.99	Stiff
2.00 – 3.99	Very Stiff
4.00 – 8.00	Hard
over 8.00	Very Hard

III Unified Soil Classification Symbols:

GP – Poorly Graded Gravel
GW – Well Graded Gravel
GM – Silty Gravel
GC – Clayey Gravel
SP – Poorly Graded Sand
SW – Well Graded Sand
SM – Silty Sand
SC – Clayey Sand
ML – Low Plasticity Silt
MH – High Plasticity Silt
CL – Low Plasticity Clay
CH – High Plasticity Clay
OL – Low Plasticity Organic
OH – High Plasticity Organic
CL-ML – Dual Classification (Typical)

IV. Water Level Measurement Symbol:

WL – Water Level
WS – While Sampling
WD – While Drilling
BCR – Before Casing Removal
ACR – After Casing Removal
WCI – Wet Cave In
DCI – Dry Cave In

The water levels are those water levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in a granular soil. In clays and plastic silts, the accurate determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally applied.

SECTION 004100 BID FORM

TO: DuPAGE COUNTY DIVISION OF TRANSPORTATION
421 N. County Farm Road
Wheaton, Illinois 60187

FROM:

_____
_____
_____

Operating as (strike out conditions that do not apply) (an Individual,) (a Corporation, organized and existing under the law of the State of _____,) (a Partnership,) (a Joint Venture consisting of the firm of:)

_____

BASE BID PROPOSAL:

In response to your invitation to submit a proposal for the execution of all work described by the Drawings dated January 6, 2026 titled: DuDOT East Campus Site Improvements – located at 523 North County Farm Road; Wheaton, Illinois 60187, and Specifications dated: January 6, 2026 titled: DuDOT East Campus Site Improvements, and having examined the sites where the work is to be executed; and having become familiar with local conditions as they might in any way affect the cost and/or execution of the work; and having carefully examined the aforesaid drawings, specifications and other related documents and addenda thereto, the undersigned Bidder hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities as necessary and/or required for the complete and satisfactory execution of the work for which this proposal is submitted, for the lump-sum consideration as stated hereinafter:
Bidders must show bid amount in both words and figures. In case of discrepancy, amount shown in words shall govern.

BASE PROPOSAL:
Base Bid: Bidder agrees to perform all work described and shown on the drawings for the sum of:

Base Bid _____ Dollars _____
(in figures)

VOLUNTARY ALTERNATES (not mandatory/ not required):
Owner is interested in any potential savings to ensure that this project meets budget. Any potential savings can be considered. On the following, please provide any voluntary alternates that you propose. If necessary, attached paperwork explaining proposed alternate.

Voluntary Alternate Description	Cost Savings

UNIT PRICES
UNIT PRICE NO 1:
Removal of unsatisfactory soil excavation and disposal off-site and replacement with satisfactory fill material or engineered fill from off-site:

_____ Dollars ($_____)/cu.yd.
(in writing)

ALLOWANCES:
The following allowances are to be included in the Base Bid Proposal:
Allowance No. 1 Contingency Allowance 10% of the Bid

* Allowance No 1 is not to be included in base bid by Contractor, or anywhere else in their submitted bid. This allowance will be added to the Contract amount on award by the County, and will be used by the Owner on the project. This is only being included for informational purposes.

ADDENDA ACKNOWLEDGEMENT:
The undersigned acknowledges receipt of the following addenda:

(List by number and date appearing on each addenda. If all addenda are not acknowledged, the bid will be considered irregular).

ADDENDUM No.	Date

The undersigned agrees to complete all work required by the contract as follows:

Out to Bid	January 6, 2026

PreBid Mtg & Walk Through	January 13, 2026, 2:00pm
Questions Due By	January 19, 2026, 4:00pm
Last Addendum Issued	January 21,2026, 4:00pm
Bids Due Electronically	January 27, 2026, 2:00pm
Bids Opening	January 27, 2026, 2:30pm
Anticipated County Board Approval	March 3, 2026
Anticipated Notice of Intent	March 4, 2026
Commence On Site Work on (no sooner than):	April 1, 2026
Substantial Completion (no later than):	June 1, 2026
Final Completion:	June 5, 2026

BID SECURITY:
Bid Security (10%) is attached, without endorsement, in the sum of

_____ Dollars _____

GENERAL STATEMENT:

A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned

B. The undersigned agrees to assist and cooperate with the Owner in preparing the formal Contract, and shall execute same and return it to the Owner along with surety bonds and insurance certificates, as may be required by the specifications and other Contract Documents, within 10 days following its receipt.

C. The undersigned further agrees to begin work on said contract as soon as practicable after date of "Contract" or "Notice to Proceed," whichever is earlier; or, in any case the undersigned fails or neglects to appear within the specified time to execute the Contract, the undersigned will be considered as having abandoned it, and the Bid Security accompanying this proposal will be forfeited to Owner as liquidated damages for delay and loss caused to Owner by reason of such failure on the part of the undersigned.

D. It is understood that the right is reserved by Owner to reject any or all proposals, to waive all informalities and irregularities in connection therewith, and to award a contract for any part of the work or the project as a whole. It is agreed that this proposal may not be withdrawn for a period of 60 days after it has been opened, without permission to the Owner.

E. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.

F. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

G. It is agreed that the undersigned has complied or will comply with all requirements concerning licensing and with all other local, state, and national laws, and that no legal requirements has been or will be violated in making or accepting this proposal, in awarding the Contract to him, or in the prosecution of the work required thereunder.

H. The Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. applies to this Contract. Any terms in this Contract that conflict with said Act are void.

I. All contractors submitting bids must provide its Apprenticeship or Training Program Certification and United States Department of Labor's Certification for the type(s) of work or craft involved in the project as enacted by DuPage County Ordinance .

J. All contractors submitting bids must complete DuPage County's Required Vendor Ethics Disclosure Statement.

K. Awarded Contractor is obligated to comply with DuPage County's Procurement Code.

L. The Contractor certifies that the Contractor possesses the necessary licenses and is legally authorized to perform the Work where the project is located.

_____

Name of Contractor (Typed) Contractor's Signature

SUBCONTRACTOR LISTING: (By Bidders of General Construction category of work):
This proposal has been prepared using sub bids received from the firms listed below:

Classification of Work	Name of Sub-Bidder
Excavator	
Utilities	
General Trades	
Concrete	
Electrical	
Landscaping	

BIDDER SIGNATURE:

Respectfully submitted this _____ day of _____

Legal Name of Firm: _____

BY: _____

_____

_____

CERTIFICATE OF ELIGIBILITY TO CONTRACT

_____Contractor, Pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither(he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

The Contractor, by its signature on this Contract, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.;* and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The Contractor agrees that it shall not use any vendor or subcontractor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this Contract.

Date: _____ _____

SUBSCRIBED and SWORN TO before me

This day of

_____

NOTARY PUBLIC

PREVAILING WAGE AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with_____, we will comply fully with the "Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

We, (_____), as part of its bid for the (_____) work for the (_____) in (_____) County, Illinois certifies that we are not barred from bidding on the aforementioned contract as a result of a violation of Illinois Prevailing Wage Act (Ill. Ref. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

Firm: _____

By: _____
(Signature)

_____
(Printed Name and Title)

SUBSCRIBED and SWORN TO before me

This _____day of _____, _____.

_____
NOTARY PUBLIC

CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT

_____, having 25 or more employees, does hereby certify Pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm:_____

By:_____
(Signature)

_____
(Printed Name & Title)
SUBSCRIBED and SWORN TO before me
This _____day of _____, _____

_____
Notary Public

CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY

_____, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights commission; and (vii) protection against retaliation.

Firm:_____

By:_____
(Signature)

_____
(Printed Name & Title)
SUBSCRIBED and SWORN TO before me
This _____day of _____, _____

_____
Notary Public

CERTIFICATE REGARDING
EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

_____ agrees, if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0/01 et. seq) as two consecutive months of unemployment exceeding 5%, then _____agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm:_____

By:_____
(Signature)

_____
(Printed Name & Title)
SUBSCRIBED and SWORN TO before me
This _____day of _____, _____

_____
Notary Public

CERTIFICATE REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

_____ , does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm:_____

By:_____
(Signature)

_____
(Printed Name & Title)
SUBSCRIBED and SWORN TO before me
This _____day of _____, _____

_____
Notary Public

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.

FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the _____work for the _____certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm:_____

By:_____
(Signature)

_____
(Printed Name & Title)
SUBSCRIBED and SWORN TO before me
This _____day of _____, _____

_____
Notary Public

END OF BID FORM

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	
CONTACT PERSON:	
CONTACT EMAIL:	

Section II: Participation

Does the Bidder participate in an apprenticeship or training program for the type(s) of work or craft involved in the bid/project listed above?

- ❑ Yes
- ❑ No

If "Yes", read and complete Sections III-VI as required.

If "No", please complete by signing under Section VI.

Section III: Registration

Complete the table below providing the United States Department of Labor's ("USDOL") Bureau of Apprenticeship and Training registration number in compliance with subsequent terms and conditions provided in this section. For an example of a completed form, please see Apprenticeship or Training Program Certification Example. In addition, please attach the official USDOL Certificate of Registration to the solicitation submission. For an example of an official USDOL certification please see USDOL Certification Example.

COMPANY NAME	PRIME/SUB	SPONSOR NAME	TYPE OF WORK	USDOL REGISTRATION NO.

This contract requires all Bidders and all Bidders' Subcontractors disclose participation in apprenticeship or training programs that are (i) approved by and registered with the USDOL Bureau of Apprenticeship and Training, and (ii) applicable to the work of the above indicated proposals or groups. Participating Bidders are required to complete the following certification:

- By filling out the Section III table above, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the Bidder will perform with its own employees. Exceptions for non-employees are listed in Section IV below.
- By filling out the Section III table above, the Bidder further certifies for work to be performed by subcontract that each of its Subcontractors submitted for approval either (i) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (ii) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- By filling out the Section III table above, the Bidder certifies the official name of each program sponsor holding the Certificate of Registration for all the types of work or crafts in which the Bidder is a participant and that will be performed by or in consultation with the Bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as "subcontract work." The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Section IV: Owners / Partners / Members

Please fill out the table below if any Bidder or Subcontractor individual owners, partners, or members (rather than employees) shall perform all or part of the work of the contract where prevailing rates of wages would be required.

COMPANY NAME	NAME OWNERS / PARTNERS / MEMBERS	POSITION TITLE OWNERS / PARTNERS / MEMBERS

Section V: Prime Responsibilities

The Bidder shall require this certification provision be included in all approved subcontracts. The Bidder shall be responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. At any time before or after award, the County may require the production of a copy of each applicable Certificate of Registration issued by the USDOL evidencing such participation by the Contractor and any or all its Subcontractors. To fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently accepting, or that it will accept, applications for apprenticeship, training, or employment during the performance of the work of this contract.

Section VI: Certification

By signing below, the Bidder certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: _____ Signature:_____

Title: _____ Date: _____

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	
CONTACT PERSON:	
CONTACT EMAIL:	

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ❑ Yes
- ❑ No

If “Yes”, complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ❑ Yes
- ❑ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

Ethics | DuPage Co, IL

The full text of the County's Procurement Ordinance is available at:

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: _____ Signature: _____

Title: _____ Date: _____

DOCUMENT 006000 - FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:

1. AIA Document A101-2007, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum."

    a. The General Conditions for Project are AIA Document A201-2007, "General Conditions of the Contract for Construction."
2. The General Conditions are included in the Project Manual.
3. Owner's document(s) bound following this Document.

1.2 ADMINISTRATIVE FORMS

A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.

B. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

C. Preconstruction Forms:

1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."
2. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."

D. Information and Modification Forms:

1. Form attached or Form for Requests for Information (RFIs): AIA Document G716, "Request for Information (RFI)."
2. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request."
3. Change Order Form: AIA Document G701, "Change Order."
4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G707, "Architect's Supplemental Instructions."
5. Form of Change Directive: AIA Document G714, "Construction Change Directive."

E. Payment Forms:

1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."

3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."
5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

END OF DOCUMENT 006000

DRAFT

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)

«DuPage County Division of Transportation
421 County Farm Road
Wheaton, Illinois 60187
« »
« »

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

« »« »
« »
« »
« »

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

« DOT Highway Maintenance Facility
County Project# 25-00179-36-MG »
« FGMA# 25-4226.01 »
« »

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

«FGMA Architects
1 Westbrook Corporate Center, Suite 1000
Westchester, IL 60154 »« »
« »
« »
« »

The Owner and Contractor agree as follows.

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

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

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.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

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8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

DRAFT

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.)

[« X »] 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.)

« On site work not to begin prior to April 1, 2026 »

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.)

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[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« X »] By the following date: «June 1,2026 »

§ 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 « » ($ « »), 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

§ 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

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

Item	Price

§ 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)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

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

« »

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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 « -last» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « last » 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 « sixty » (« 60 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

« 10%, at 50% completion retainage shall be reduced to 5% »

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« N/A »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 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 to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

«No additional requirements »

§ 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, or as follows:

« N/A »

§ 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.)

« N/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.)

« »
« »

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« »
« »

§ 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

[« X »] Litigation in the 18th Judicial Court in Illinois

[« »] 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)

« R.M. Chin & Associates, Inc. »
« 500 West 18th Street, suite 200 »
« Chicago, Illinois 60616 »
« »
« »
« »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

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§ 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, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, 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 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.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

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

[« »] Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages

.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.)

« »

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

OWNER *(Signature)*

« »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

DRAFT

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DRAFT AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

« DuPage County Division of Transportation »
« DuDOT East Campus Site Improvements
523 North County Farm Road
Wheaton, Illinois 60187 »

THE OWNER:
(Name, legal status and address)

« DuPage County Division of Transportation »«
421 County Farm Road »
« Wheaton, Illinois 60187 »

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » ($ « ») each occurrence, « » ($ « ») general aggregate, and « » ($ « ») aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

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.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « one million » ($ « 1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « one-million » ($ « 1,000,000 ») each accident, « one-million » ($ « 1,000,000 ») each employee, and « five-million » ($ « 5,000,000 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « one-million » ($ « 1,000,000 ») per claim and « two-million » ($ « 2,000,000 ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « one-million » ($ « 1,000,000 ») per claim and « two-million » ($ « 2,000,000 ») in the aggregate.

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§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « one-million » ($ « 1,000,000 ») per claim and « two-million » ($ « 2,000,000 ») in the aggregate.

~~**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.~~

~~**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.~~

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« Excess/ Unbrella Liability Insurance - $5 million providing increased limits of liability for CGL, Auto, and Employers Liability »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« X »] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

~~[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.~~

~~[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.~~

[« »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the

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Contractor and used on the Project, including scaffolding and other equipment.

[« »] § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

« DuPage County Division of Transportation »
« DuDOT East Campus Site Improvements
523 North County Farm Road
Wheaton, Illinois 60187 »

THE OWNER:
(Name, legal status and address)

« DuPage County Division of Transportation »«
421 North County Farm Road »
« Wheaton, Illinois 60187 »

THE ARCHITECT:
(Name, legal status and address)

« FGM Architects »«
1 Westbrook Corporate Center, suite 1000 »
« Westchester, Illinois 60154 »

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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.

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§ 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model 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.

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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.

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§ 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

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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.

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§ 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.

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§ 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.

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§ 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

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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

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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.

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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.

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§ 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.

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§ 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.

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§ 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;

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.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.

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§ 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.

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§ 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;

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.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.

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§ 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.

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§ 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;

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.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 reasonable objection to the persons or entities

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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

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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

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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.

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§ 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

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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.

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§ 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.

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§ 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.

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§ 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.

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§ 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, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 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

§ 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.

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§ 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.

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Future work.
5. Purchase contracts.
6. Owner-furnished products.
7. Access to site.
8. Work restrictions.
9. Specification and drawing conventions.
10. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: DuDOT East Campus Site Improvements, FGMA# 25-4226.01.

1. Project Location: 523 North County Farm Road; Wheaton, Illinois 60187.

B. Owner: DuPage County Division of Transportation; 421 N. County Farm Road; Wheaton, Illinois 60187.

1. Owner's Representative: Owner's Representative: R.M. Chin & Associates; 500 West 18th Street, suite 200; Chicago, Illinois 60616; Ryan Pavlik, Senior Project Manager
2. .

C. Architect: FGM Architects Inc., 1 Westbrook Corporate Center, suite 1000; Westchester, Illinois 60154.

1. Architect's Representative: Jason Estes, AIA - Principal.
2. Tel.: 630-575-8300.
3. e-mail:jasone@fgmarchitects.com

D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Civil Engineer:

a. Clark Dietz; 1815 Meyers Road, ste 470; Oak Brook Terrace, Illinois 60181.

2. Stormwater/ Wetlands Engineer:

a. V3 Companies; 7325 Janes Avenue, suite 100; Woodridge, Illinois 60517

3. Landscape:

a. Upland Design; 24042 West Lockport Street, suite 200; Plainfield, Illinois 60544

4. MP Engineer:

a. Clark Dietz; 1815 Meyers Road, ste 470; Oak Brook Terrace, Illinois 60181.

5. E Engineer:

a. IMEG; 263 Shuman Bldv, suite 550; Naperville, Illinois 60563

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project Description: Project consists of relocation of Municipal sanitary line, underground utility conduits and routes, mass grading and establishment of new turf area, and landscaping,

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.6 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Access through thee work site by County campus staff and visitors shall be maximized, requiring maintaining road for vehicular traffic as much as possible during construction period. It is expected that access will be opned for the weekends, and brought back to drivable condition.
2. Fencing around the work area shall be maintained to prevent County campus visitors from accessing the construction area.
3. Protection of completed work with fencing and flagging shall be implimented to prevent County campus visitors from potentially damaging completed work.
4. Contractors shall only use access from County Farm Road, and then using the internal Campus ring road for site access. This accounts for staff and deliveries. No access shall occur from Manchester Avenue.
5. Driveways, Walkways and Entrances: Keep driveways. storage bins, and general site access clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: 7:00 a.m to 6:00 p.m..
2. The County campus has busy access during court day operations, to which the majority of impact occurs during the hours of 8:30am amd 10am. It is highly recommended to avoid conflict with deliveries or other operations during those times to reduce potential conflicts and site logistics.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect Owner's Representative not less than two days in advance of proposed utility interruptions.

D. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.
   1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

   1. Contingency allowances.

C. Related Requirements:

   1. Section 012200 "Unit Prices" for procedures for using unit prices.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.5 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.6 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 margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

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: Contingency Allowance of 10% of Base Bid.. Allowance No 3 is not to be included in base bid by Contractor, or anywhere else in their submitted bid. This allowance will be added to the Contract amount on award by the County, and will be used by the Owner on the project. This is only being included for informational purposes.

END OF SECTION

SECTION 012200 - UNIT PRICES

PART 1 - <Double click here to submit questions, comments, or suggested edits to this Section.>GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Related Requirements:

1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.
2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. List of Unit Prices: A schedule of unit prices is included in Part 2. Specification Sections referenced in the Part 2 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

PART 2 - EXECUTION

2.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.

1. Description: Unsatisfactory soil excavation and disposal off-site and replacement with satisfactory fill material or engineered fill from off-site, as required
2. Unit of Measurement: cubic yard of soil excavated, based on in-place surveys of volume before and after removal.

END OF SECTION

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 012300 "Alternates" for products selected under an alternate.
2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted in accordance with the Contract Documents.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:
   1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue through Construction Manager supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect or Construction Manager 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 or Construction Manager are not instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request or 20 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 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 Construction Manager.

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 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.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, Construction Manager will issue a Change Order for signatures of Owner and Contractor on AIA Document G701

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Construction Manager 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

3. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract as described in Section 011000 "Summary."

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

    a. Project name and location.
    b. Name of Architect.
    c. Architect's project number.
    d. Contractor's name and address.
    e. Date of submittal.

2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
3. Provide separate line items for the following:

    a. General and Overhead Profit.
    b. Bond and Insurance.
    c. Submittals. Allow a maximum of 1% of the total amount applicable.
    d. Temporary facilities and other majoir cost imtes that are not direct cost of actual work in place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractors option.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

    a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Change Orders: Provide separate sub-line items in the schedule of values for each approved change order portion allocated to each main line item.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Submit Application for Payment to Architect by the last of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

C. Application for Payment Forms: Use AIA Document G702/CMa and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

I. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

1. When an application shows completion of an item, submit conditional final or full waivers.
2. Owner reserves the right to designate which entities involved in the Work must submit waivers.
3. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Schedule of unit prices.
6. Submittal schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of preconstruction conference.

K. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

L. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Requests for Information (RFIs).
3. Electronic document process.
4. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:

1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
2. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.
3. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.

c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
f. Indicate required installation sequences.
g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Mechanical and Plumbing Work: Show the following:

    a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    c. Fire-rated enclosures around ductwork.

6. Electrical Work: Show the following:

    a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
    b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
    c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
    d. Location of pull boxes and junction boxes, dimensioned from column center lines.

7. Fire-Protection System: Show the following:

a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Architect's and Construction Manager's Action: Architect and will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architectafter 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Requests for interpretation of Architect's actions on submittals.
    g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 3 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly.Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect'sresponse was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and within seven days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.7 ELECTRONIC DOCUMENT PROCESSING SERVICE

A. Process all documents through Newforma, a web-based software service administered by the Architect. Software service includes the following modules:

1. Submittals.
2. Submittal Register.
3. RFIs (Request for Information).
4. Field Reports.
5. Pay Applications.
6. Revision Documents (ASI, CCD, PR, PCO, COR, CO, etc).
7. Meeting Minutes.

B. Samples: Color samples and other submittals requiring physical review shall be logged into the system and delivered by mail or courier.

C. Sending documents FTP or paper will not be accepted.

1.8 PROJECT MEETINGS

A. General: Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.

B. Preconstruction Conference: Contractor will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 7 days after execution of the Agreement.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, and Owner's Commissioning Authority of scheduled meeting dates.
2. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
3. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Contractor will conduct progress meetings at biweekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Coordination Meetings: Contractor will conduct Project coordination meetings at biweekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner, , and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    c. Review present and future needs of each contractor present, including the following:
        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site utilization.
        8) Temporary facilities and controls.
        9) Work hours.
        10) Hazards and risks.
        11) Progress cleaning.
        12) Quality and work standards.
        13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's Construction Schedule.
3. Construction schedule updating reports.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Unusual event reports.

B. Related Requirements:

1. Section 014000 "Quality Requirements" for schedule of tests and inspections.
2. Section 012900 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

E. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file.
2. PDF file.

B. Startup construction schedule.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

D. Construction Schedule Updating Reports: Submit with Applications for Payment.

E. Daily Construction Reports: Submit at weekly intervals.

F. Site Condition Reports: Submit at time of discovery of differing conditions.

G. Unusual Event Reports: Submit at time of unusual event.

1.5 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.

2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing area separationsinterim milestones and partial Owner occupancy.
4. Review time required for review of submittals and resubmittals.
5. Review requirements for tests and inspections by independent testing and inspecting agencies.
6. Review time required for Project closeout and Owner startup procedures.
7. Review and finalize list of construction activities to be included in schedule.
8. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

1. Use Microsoft Project, Primavera, or Meridian Prolog for current Windows operating system.

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Temporary Facilities: Indicate start and completion dates for the following as applicable:

   a. Temporary facilities.
   b. Regulatory agency approvals.
   c. Punch list.

2. Procurement Activities: Include procurement process activities for the following long lead-time items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Use-of-premises restrictions.
    e. Seasonal variations.
    f. Environmental control.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and the Contract Time.

F. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Final Completion percentage for each activity.

G. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.8 STARTUP CONSTRUCTION SCHEDULE

A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within seven days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.9 GANTT-CHART SCHEDULE REQUIREMENTS

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.

1. Base schedule on the startup construction schedule and additional information received since the start of Project.

1.10 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.
11. Stoppages, delays, shortages, and losses.
12. Meter readings and similar recordings.
13. Emergency procedures.
14. Orders and requests of authorities having jurisdiction.
15. Change Orders received and implemented.
16. Construction Change Directives received and implemented.

17. Services connected and disconnected.
18. Equipment or system tests and startups.
19. Partial completions and occupancies.
20. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
4. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Newforma: Architect's web-based document management software required to be used in the submittal process.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. All submittals shall be made in electronic format unless paper submittals have been previously authorized in writing by the Architect.

B. All submittals shall be made using the Architect's Newforma software system. Specific information and log-in instructions will be discussed at pre-construction meetings.

C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Resubmittal Review: Allow 10 days for review of each resubmittal.

3. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow15 days for review of each submittal.

E. Paper Submittals will not be accepted unless prior arrangement has been made with and accepted by the Architect.

F. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

    a. Submittal number shall include the six digit specification section followed by the number of the submittal within the specification section. Re-submittals shall include the number of the resubmissions of the submittal.

        1) Example of original submittal: 09 84 13-03, where 09 84 13 is the specification section number, 03 represents the third submittal under Section 098412.
        2) Example of re-submittal: 09 84 13-03r01, where 09 84 13 is the specification section number, 03 represents the third submittal under Section 098413, and r01 represents the number of times the submittal has been re-submitted.

3. Transmittal Form for Electronic Submittals: Use the Architect's Newforma program; Provide Transmittal Form containing the following information:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name of Contractor.
    e. Name of firm or entity that prepared submittal.
    f. Names of subcontractor, manufacturer, and supplier.
    g. Category and type of submittal.
    h. Submittal purpose and description.
    i. Specification Section number and title.
    j. Specification paragraph number or drawing designation and generic name for each of multiple items.
    k. Drawing number and detail references, as appropriate.
    l. Location(s) where product is to be installed, as appropriate.
    m. Related physical samples submitted directly.
    n. Indication of full or partial submittal.
    o. Transmittal number[numbered consecutively].
    p. Submittal and transmittal distribution record.
    q. Other necessary identification.

r. Remarks.

4. Metadata: Include the following information as keywords in the electronic submittal file metadata:

a. Project name.
b. Number and title of appropriate Specification Section.
c. Manufacturer name.
d. Product name.

G. Options: Identify options requiring selection by Architect.

H. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

K. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Post electronic submittals as PDF electronic files directly to Architect's Newforma Info-Exchange specifically established for Project.
a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
2. Submit electronic submittals via email as PDF electronic files.
a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:

    a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.

b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches
3. Submit Shop Drawings in the following format:

a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.
e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

   a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
   b. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

      1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

F. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

G. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

I. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

U. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S AND CONSTRUCTION MANAGER'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:

a. Final Unrestricted Release: When the Architect marks a submittal "REVIEWED" the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
b. Final-But-Restricted Release: When the Architect marks a submittal "REVIEWED AS NOTED• • , the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance. In this option, the Architect may require a re-submittal by checking the REVISE AND RESUBMIT• • box or not by leaving the REVISE AND RESUBMIT• • box blank.
c. Returned Rejected: When the Architect marks a submittal "Resubmit" or REJECTED• • do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
d. Acknowledgement only: When the Architect marks a submittal INFORMATION ONLY• • , the Architect acknowledges receipt. Submittal will be returned for record only.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

BIM AND ELECTRONIC DOCUMENTS TRANSFER TERMS AND CONDITIONS

FGM Architects Inc. (hereinafter the “Architect”) may, at its sole discretion, provide for use to Contractor from time to time upon Contractor’s request and for Contractor’s convenience, Building Information Models (hereinafter referred to as “BIM”) and/or CAD files, including plans, details, and schedules in electronic format, prepared by the Architect, subject to and upon the following terms and conditions which shall have full force and effect as of the date the electronic documents are provided.

TERMS AND CONDITIONS

The Contractor understands and agrees that the design documents, calculations, drawings, details, schedules, specifications and other information prepared by the Architect in electronic format, whether incorporated in BIM or in CAD format (hereinafter collectively referred to as “Electronic Instruments of Service”), are instruments of professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of FGM Architects Inc. The Contractor may use and retain copies of the Electronic Instruments of Service provided by the Architect in connection with Contractor’s pre-construction and construction services for the Project. The Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and Contractor acknowledges that the Electronic Instruments of Service may not be final, complete or accurate. Contractor further acknowledges and agrees that any use by Contractor of the Electronic Instruments of Service provided by the Architect is at Contractor’s sole risk and responsibility. Contractor acknowledges and agrees that the official Instruments of Service are the drawings and specifications signed and sealed by the Architect and its consultants in paper format.

In the case that the Electronic Instruments of Service are provided to the Contractor or any of its subcontractors, materialmen or suppliers, or those contracting with any of them in connection with the Project (together "Contractor"), it is understood that such Electronic Instruments of Service have been furnished at the request of the Owner or Contractor, and that the Contractor has read and understood the limitations, terms and conditions governing the use of Electronic Instruments of Service as set forth in the Contract Documents and herein.

Because of the possibility that the Electronic Instruments of Service, and other information and data delivered in machine readable form may be subject to alteration, deterioration, incompatibility, translation or readability issues, whether inadvertently or otherwise, Contractor acknowledges and agrees that Architect shall have no responsibility or liability arising out of or in connection with the completeness or accuracy of the Electronic Instruments of Service, information and data, and any use by the Contractor of same is at Contractor’s sole risk and responsibility. FGM Architects Inc. reserves the right to retain hard copy originals of all project documentation delivered to the Contractor in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Contractor understands that the use and automated conversion of information and data in the Electronic Instruments of Service provided by FGM Architects Inc. to a derivative work, model. or alternate system or format or version by the Contractor may not be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event the Electronic Instruments of Service provided to the Contractor are so used or converted, the Contractor agrees to assume all risks associated therewith and releases FGM Architects Inc. from such responsibility and, to the

fullest extent permitted by law, Contractor shall defend, and hold harmless and indemnify FGM Architects Inc. from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Contractor acknowledges that changes or modifications to the Electronic Instruments of Service introduced by anyone other than FGM Architects Inc. may result in adverse consequences which FGM Architects Inc. can neither predict nor control. Therefore, and in consideration of FGM Architects Inc.'s provision of such Electronic Instruments of Service for Contractor's use and convenience. The Contractor agrees, to the fullest extent permitted by law, to defend, and hold harmless and indemnify FGM Architects Inc. from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the use, modification, interpretation, misuse, or reuse by the Contractor or others to whom it has provided any Electronic Instrument of Service. The foregoing indemnification applies, without limitation, to the use of or creation of derivative works from the Electronic Instruments of Service on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by FGM Architects Inc.

The Contractor acknowledges and agrees that it has received the Electronic Instruments of Service with the full understanding that they are the property of FGM Architects Inc., as described herein and that FGM Architects Inc. owes no duty or obligation to the Contractor with respect to the adequacy, suitability, correctness or usability of the Electronic Instruments of Service.

ADDITIONAL PROVISIONS RELATING TO TRANSFER OF ELECTRONIC INSTRUMENTS OF SERVICE IN CAD FORMAT

The computer drawing data contained in this/these files is subject to the following provisions:

The data is only valid as to the stage of completion of the designs as of the date it is provided. (See the dates on the disk label and on the magnetic file. If these dates differ due to changes made in the file after it was delivered to you, the date on the disk label will be controlling. The designs may continue to be developed, changed, and updated as project requirements justify.

FGM Architects Inc. is delivering these files for the express purpose of REVIEW.

These data insertions will only be utilized for coordination of architectural

appurtenances and related dimensioning.
Any other use of the data on this/these files and/or disks must be further authorized in writing by FGM Architects Inc.

Accepted by: _____(signature)
Title: _____
Company: _____

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Commissioning Authority, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
   4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of [five] < previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.

3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329 and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

    a. Allow seven days for initial review and each re-review of each mockup.

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise indicated.

L. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

1.8 QUALITY CONTROL

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

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

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

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

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

F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
   1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

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

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
2. Section 321313 "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

B. Water Service: Pay water-service use charges for water used by all entities for construction operations.

C. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top rails.

B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

2.2 TEMPORARY FACILITIES

A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
2. The relocation of the Sanitary line will require a down time for final connection. Contractor shall minimize this time period to not disrupt services more than necessary

a. Contractor shall provide overland pumping of Sanitary during this time period. Operations and system will be capable of meeting load requirements with safety factor as deemed appropriate.
b. Contractor shall provide full generator backup, and have an emergency power source available as a second backup if required.
c. Contractor shall provide 24/7 in person on site oversight during this period.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

D. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

E. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.

G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

a. Provide temporary, directional signs for construction personnel and visitors.

H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."

C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

D. Tree and Plant Protection: Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."

E. Site Enclosure Fence: Prior to commencing earthwork, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.

F. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.

B. Related Sections:

1. Division 01 Section "Temporary Facilities and Controls" for temporary tree protection.
2. Division 31 Section "Site Clearing" for removal of existing trees, shrubs, and other plantings affected by new construction.

1.3 DEFINITIONS

A. Caliper: Diameter of a trunk measured by a caliper device or diameter tape, at breast height (54 inches) above the ground, or as defined by the local municipality.

B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.

C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, as indicated on Drawings, and defined by the drip line of individual trees or the distance from the trunk equal to 1 foot for every inch of diameter.

D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Verification: For each type of the following:

1. Organic Mulch: 1-quart volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.

3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

C. Tree Pruning Schedule: Written schedule from Arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1. Species and size of tree.
2. Location on site plan. Include unique identifier for each.
3. Reason for pruning.
4. Description of pruning to be performed.
5. Description of maintenance following pruning.

D. Qualification Data: For qualified certified Arborist and tree service firm.

E. Certification: From certified Arborist, certifying that trees indicated to remain have been protected during construction per recognized standards and that trees were promptly and properly treated and repaired when damaged.

F. Maintenance Recommendations: From certified Arborist, for care and protection of trees affected by construction during and after completing the Work.

G. Existing Conditions: Documentation of existing trees and plantings indicated to remain and to be relocated, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1. Use sufficiently detailed photographs or videotape.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.5 QUALITY ASSURANCE

A. Arborist Qualifications: Arborist as certified by International Society of Arboriculture (ISA); and Licensed Arborist in jurisdiction where Project is located.

B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection, relocation and trimming work similar to that required for this Project and that will assign an experienced, qualified certified Arborist to Project site during execution of the Work.

C. Tree Pruning Standards: Comply with ANSI A300, "Trees, Shrubs, and Other Woody Plant Maintenance - Standard Practices," unless more stringent requirements are indicated.

D. Preinstallation Conference: Conduct conference at project site with representatives of authorities having jurisdiction, Owner, and other concerned entities.

1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:

a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.

b. Submittal requirements.
c. Enforcing requirements for protection zones.
d. Arborist's responsibilities.
e. Field quality control.

2. Record minutes and distribute copies to participants and those affected by decisions made.

1.6 PROJECT CONDITIONS

A. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of weeds, roots, and toxic and other nonsoil materials.

1. Obtain topsoil only from well-drained sites where topsoil is 4 inches deep or more; do not obtain from bogs or marshes.

B. Topsoil: Topsoil for landscape operations shall be obtained from the stripping of on-site topsoil, possibly supplemented with material imported from off-site. Verify suitability of soil to produce topsoil meeting requirements and amend. Supplement with imported topsoil when quantities are insufficient. Imported topsoil shall be obtained from a naturally, well-drained, arable site where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes. Imported or manufactured topsoil to comply with ASTM D 5268 and conform to requirements outlined in Division 32 Section “Plants”.

C. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of the following:

1. Type: Shredded hardwood
2. Depth: 3 inches maximum.
3. Color: Natural.

D. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements.

1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch-diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch-OD line posts, and 2-7/8-inch-OD corner and pull posts; with 1-5/8-inch-OD top rails and 0.177-inch-diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system. Post spacing to be a maximum of 6’ o.c.

   a. Height: 4 feet

2. Wooden Protection-Zone Fencing: Slat fencing secured to metal posts with a minimum of four (4) wire ties. Post spacing to be a maximum of 6’ o.c.

   a. Height: 4 feet

3. Plastic Protection-Zone Fencing: Plastic fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile strength of 2000 psi and ultimate tensile strength of 2680 psi. Secure with plastic bands or galvanized-steel or stainless-steel wire ties; and support by tubular or T-shape galvanized steel posts spaced not more than 6 feet apart.

   a. Height:4 feet
   b. Color: High-visibility orange, nonfading.

E. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering and as follows:

1. Size and Text: Min. 8 1/2"x11" sign including the following language: "Warning - Tree Protection Zone; This fencing shall not be removed without Arborist approval (*phone number*)." Text may be modified to reflect specific site conditions and municipal requirements.
2. Lettering: Size to be appropriate for sign size. Black characters on white background.

F. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, non-limestone, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch sieve and not more than 10 percent passing a ¾-inch sieve.

G. Filter Fabric: Manufacturer’s standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.

PART 3 - EXECUTION

3.1 EXAMINATION

A. The Contractor is responsible for ensuring protection of all landscaped areas within the scope of work, including adjacent areas that may be impacted including access and egress routes. Existing landscaping including trees, shrubs, lawns, planting beds, etc. shall be adequately protected by the Contractor to avoid destruction and/or damage because of operations by the Contractor.

B. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

C. For the record, prepare written report, endorsed by Arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Flag each tree trunk at 54 inches above the ground.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations. Protect root systems from damage from compaction of the soil by heavy machinery, loading, unloading, or temporary storage of construction or excavated materials.

C. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.

D. Tree-Protection Zones: Mulch areas inside tree-protection zones (unless existing turf is present) and other areas indicated.

1. Apply 3-inch average thickness of organic mulch. Do not place mulch against trunks or stems

3.3 TREE- AND PLANT-PROTECTION ZONES

A. Protection-Zone Fencing: Install fencing along edges of protection zones as indicated on documents, directed by Arborist, or outside the drip line of trees before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people and animals from easily entering protected area. Fencing shall provide protection against unnecessary cutting, breaking or skinning of roots and skinning or bruising of bark. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or near street intersections, drives, or other vehicular circulation.

1. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.
2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Owner.

B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Owner.

C. Maintain protection zones free of weeds and trash.

D. Water trees and plant materials to remain within limits of contract work as required to maintain their health during construction operations.

E. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Owner.

F. Maintain protection-zone fencing in good condition as acceptable to Owner and remove when construction operations are complete, and equipment has been removed from the site.

1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
2. Temporary access is permitted subject to preapproval in writing by Arborist if a root buffer effective against soil compaction is constructed as directed by Arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

A. General: Install shoring or other protective support systems to minimize sloping or benching of excavations. Excavate at edge of protection zones and for trenches indicated within protection zones per requirements in Division 31 Section "Earth Moving." Do not excavate within tree protection zones, unless otherwise indicated and approved.

B. Trenching near Trees: Where excavation or utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking, under direct supervision of Arborist. Perform trenching radially away from trunk if feasible. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.

C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. Use narrow-tine spading forks and comb soil to expose roots. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.

D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist

condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

A. Arborist to prune roots that are affected by temporary and permanent construction. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Prune roots as follows:

1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
2. Cut Ends: Do not paint cut root ends. Coat cut ends of roots more than 1-1/2 inches in diameter with a coating formulated for use on damaged plant tissues and that is acceptable to Arborist.
3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
4. Cover exposed roots with burlap and water regularly.
5. Backfill as soon as possible per requirements in Division 31 Section "Earth Moving."

B. Root Pruning at Edge of Protection Zone: Before grading, excavation or trenching for project work adjacent to tree protection zones, trees shall be root pruned. Prune roots 12 inches outside of the protection zone, to a depth of 24”by cleanly cutting all roots to the depth of the required excavation.

C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction. Certified Arborist to prune branches as follows:

1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by Arborist.
2. Pruning Standards: Prune trees per ANSI A300 (Part 1), ANSI Z133.1 and the following:

    a. Type of Pruning: Cleaning, Thinning, Raising and /or Reduction.

3. Cut branches with sharp pruning instruments; do not break or chop.
4. Do not apply pruning paint to wounds.

B. Chip removed branches and dispose of off-site.

3.7 REGRADING

A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by Arborist unless otherwise indicated.

1. Root Pruning: All root pruning shall be performed by a certified Arborist. Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.

C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

D. Minor Fill within Protection Zone: Where existing grade is 3 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

E. Moderate Fill within Protection Zone: Where existing grade is more than 3 inches but less than 12 inches below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:

1. Carefully place drainage fill against tree trunk approximately 2 inches above elevation of finish grade and extend not less than 18 inches from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches below elevation of grade.
2. Place filter fabric with edges overlapping 6 inches minimum.
3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

3.8 TREE REMOVALS

A. Trees to be removed from project areas not within tree protection zones must be felled and removed in such a way as to avoid damage to tree(s), understory and landscaping to remain, and adjacent structures and properties.
1. Tree(s) to be removed which have branches extending into the canopy of tree(s) to remain must be removed in a manner that causes no damage to the branches, limbs, trunk or bark of tree(s) and understory to remain.

B. Trees shall be cut near the ground level and the stump ground out to the anticipated depth of subgrade for anticipated improvement in the area, or as otherwise specified.

3.9 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified Arborist to direct plant-protection measures near trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports. At substantial completion, the Contractor shall engage the certified Arborist to verify condition of trees indicated to remain as compared to the original certification.

3.10 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Owner. Damage or injury includes, but is not limited to breakage, gouging, stripping, skinning, inappropriate pruning or cutting to bark, limbs, branches, trunks and/or roots, and/or compaction, dumping or flooding of roots or root zones.

1. Submit details of proposed root cutting and tree and shrub repairs.
2. Have Arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
3. Treat damaged trunks, limbs, and roots per Arborist's written instructions.
4. Perform repairs within 24 hours.
5. Replace vegetation that cannot be repaired and restored to a normal growth pattern and full-growth status, as determined by municipal requirements and the Arborist, and approved by the Owner.

B. Trees: Remove and replace trees indicated to remain that die, are more than 25 percent dead, in an unhealthy condition or are damaged during construction operations.

1. Provide new replacement trees equal to total caliper inches of damaged or dead material, or as required by municipal Ordinance, and in a manner acceptable to Owner.

    a. Species: Species selected by Owner

2. Plant and maintain new trees as specified in Division 32 Section "Plants."

C. Soil Aeration: Where directed by Owner, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch-diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augured soil and sand.

3.11 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, excess chips, trash and debris, and legally dispose of them off Owner's property. Burning is not permitted.

END OF SECTION 015639

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012300 "Alternates" for products selected under an alternate.
2. Section 012500 "Substitution Procedures" for requests for substitutions.
3. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

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

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered[unless otherwise indicated].
    b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

3. Manufacturers:

a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

4. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor.

B. Certified Surveys: Submit twocopies signed by land surveyor.

C. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
   1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
   2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
   3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
      a. Water, moisture, or vapor barriers.
      b. Membranes and flashings.
      c. Exterior curtain-wall construction.
      d. Sprayed fire-resistive material.
      e. Equipment supports.
      f. Piping, ductwork, vessels, and equipment.
      g. Noise- and vibration-control elements and systems.

   4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

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

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
   1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
   2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
   1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
   2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
   3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

   1. Description of the Work.
   2. List of detrimental conditions, including substrates.
   3. List of unacceptable installation tolerances.
   4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
   4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.11 Comply with manufacturer's written instructions for temperature and relative humidity.CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.
6. Electronic Document Closeout.

B. Related Requirements:

1. Section 017300 "Execution" for progress cleaning of Project site.
2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
4. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Construction Manager's signature for receipt of submittals.

4. Submit test/adjust/balance records.
5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements, including touchup painting.
9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.
3. Number of Inspections: The Architect will perform one substantial completion inspection and one substantial completion re-inspection at no cost to the contractor. If additional re-inspections are required, the Contractor shall reimburse the Architect on a per diem basis based on the Architect's Project Manager rate.
4. Submit Called Inspection Records.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Number of Inspections: The Architect will perform one final completion inspection and one final completion re-inspection at no cost to the contractor. If additional re-inspections are required, the Contractor shall reimburse the Architect on a per diem basis based on the Architect's Project Manager rate.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first .
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Contractor.
    e. Page number.

4. Submit list of incomplete items in the following format:

    a. MS Excel electronic file. Architect will return annotated file.
    b. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.10 CERTIFICATIONS

A. General: Provide certification on each Contractor's letter head and signed and sealed by Firm's authorized legal representative, stating the following:

1. No asbestos containing materials (ACM) have been incorporated into the project and that all products installed in the project have been manufactured without ACM components.
2. No lead containing materials have been incorporated into the project and that all products installed in the project have been manufactured without lead components.

1.11 ELECTRONIC CLOSEOUT DOCUMENTATION

A. General: Provide a complete project closeout documentation package in electronic format. This package shall include:

1. Project Record Documents.
2. As Built Drawings.
3. Architect/Engineed Reviewed Submittals.
4. Operation and Maintenance Manuals.
5. Warranties.
6. Owner training DVD's.
7. Project Contact Directory.
8. Electronic Closeout Documentation Package.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Wipe surfaces of mechanical and electrical equipment[, elevator equipment,] and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
q. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

    a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
    b. Enable inserted reviewer comments on draft submittals.

2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
    1. List of documents.
    2. List of systems.
    3. List of equipment.
    4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
8. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.

5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

B. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

C. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

D. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

E. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

F. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Miscellaneous record submittals.

B. Related Requirements:

1. Section 017300 "Execution" for final property survey.
2. Section 017700 "Closeout Procedures" for general closeout procedures.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one setof marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal:

1) Submit PDF electronic files of scanned record prints and oneof file prints.
2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:

1) Submit three paper-copy set(s) of marked-up record prints.
2) Submit PDF electronic files of scanned record prints and three set(s) of prints.
3) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Accurately record information in an acceptable drawing technique.
    c. Record data as soon as possible after obtaining it.
    d. Record and check the markup before enclosing concealed installations.
    e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Depths of foundations below first floor.
    d. Locations and depths of underground utilities.
    e. Revisions to routing of piping and conduits.
    f. Revisions to electrical circuitry.
    g. Actual equipment locations.
    h. Duct size and routing.
    i. Locations of concealed internal utilities.
    j. Changes made by Change Order or Construction Change Directive.
    k. Changes made following Architect's written orders.
    l. Details not on the original Contract Drawings.
    m. Field records for variable and concealed conditions.

n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
4. Refer instances of uncertainty to Architect for resolution.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect and Construction Manager.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 MISCELLANEOUS RECORD SUBMITTALS

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

B. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked-up miscellaneous record submittals.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:

a. Name of Project.
b. Name and address of videographer.
c. Name of Architect.
d. Name of Contractor.
e. Date of video recording.

2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

1.5 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.

1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

    a. System, subsystem, and equipment descriptions.
    b. Performance and design criteria if Contractor is delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.
    h. Performance curves.

2. Documentation: Review the following items in detail:

    a. Emergency manuals.
    b. Operations manuals.
    c. Maintenance manuals.
    d. Project record documents.
    e. Identification systems.
    f. Warranties and bonds.
    g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

    a. Instructions on meaning of warnings, trouble indications, and error messages.
    b. Instructions on stopping.
    c. Shutdown instructions for each type of emergency.
    d. Operating instructions for conditions outside of normal operating limits.
    e. Sequences for electric or electronic systems.
    f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

    a. Startup procedures.
    b. Equipment or system break-in procedures.
    c. Routine and normal operating instructions.
    d. Regulation and control procedures.
    e. Control sequences.
    f. Safety procedures.
    g. Instructions on stopping.
    h. Normal shutdown instructions.
    i. Operating procedures for emergencies.
    j. Operating procedures for system, subsystem, or equipment failure.
    k. Seasonal and weekend operating instructions.
    l. Required sequences for electric or electronic systems.
    m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner with at least seven days' advance notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.

1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:

    a. Name of Contractor/Installer.
    b. Business address.
    c. Business phone number.
    d. Point of contact.
    e. E-mail address.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

1. Film training session(s) in segments not to exceed 15 minutes.

a. Produce segments to present a single significant piece of equipment per segment.
b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.

1. Furnish additional portable lighting as required.

E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.

F. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected site elements.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
3. Section 017300 "Execution" for cutting and patching procedures.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
3. Review areas where existing construction is to remain and requires protection.

1.5 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off indicated utilities with utility companies.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-4226.01
COMPANY NAME:	EarthWerks Land Improvement & Development Corporation
CONTACT PERSON:	Dan Davies
CONTACT EMAIL:	LDAVIES@earthwerksinc.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

Ethics | DuPage Co, IL

The full text of the County's Procurement Ordinance is available at:

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the b

Signature on file

Printed Name: DAN DAVIS Signature: ___

Title: President Date: 1-27-2026

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-0703 **Agenda Date:** 2/17/2026 **Agenda #:** 8.A.

DT-R-0115A-25

AMENDMENT TO RESOLUTION DT-R-0015-25
ISSUED TO COMPASS MINERALS AMERICA, INC.
TO FURNISH AND DELIVER BULK ROCK SALT
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(INCREASE CONTRACT $212,370.00, +30.0%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0015-25 on June 24, 2025; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0015-25 to Compass Minerals America, Inc., to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 24, 2025 through May 31, 2026; and

WHEREAS, an increase is necessary because this winter's extended period of cold temperatures and higher-than-normal storm frequency have driven salt usage beyond typical seasonal patterns; therefore, expanding the contract ensures we maintain safe road conditions.

WHEREAS, an increase is in the best interest of the County and authorized by law.

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-R-0015-25 is hereby amended to increase the funds in the amount of $212,370.00, +30%; and

BE IT FURTHER RESOLVED, that the DuPage County Chair is hereby authorized and directed sign on behalf of the COUNTY, and the County Clerk is hereby authorized to attest the aforesaid increase to the purchase order with Compass Minerals America Inc.

Enacted and approved this 24th day of February, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

7781-1-SERV
PURCHASE ORDER NO.

02/10/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

DT-R-0015-25
RESOLUTION NUMBER

FUND	AGENCY		VENDOR NUMBER		EXPIRATION DATE	LAST INVOICE DATE	FOB	
			20877		5/31/2026	11/30/2026	Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY25-1500-3510-52270						Bulk Rock Salt De-Icer		7,900.00
FY26-1500-3510-52270						Section 25-0SALT-02-MS		700,000.00
						Ammending Resolution		
FY26-1500-3510-52270						Increase Line 30%		212,370.00
							TOTAL	$920,270.00

REMIT TO:
Compass Minerals 9900 W, 109th Street, Suite 100, Overland Park, KS 66210

COMMITTEE APPROVAL	DATE
Transportation	02/17/26
County Board	02/24/26

Signature on file

FORM PR770 REV. 1193

SUPPORTING DATA FOR
AMENDMENT TO RESOLUTION DT-R-0015-25
TO COMPASS MINERALS AMERICA INC.
2025 BULK ROCK SALT
SECTION 25-0SALT-02-MS
(TO INCREASE CONTRACT BY: $212,370.00; +30.00%)

NAME	BID AMOUNT
Compass Minerals America Inc.	$707,900.00
Morton Salt, Inc.	$734,000.00

Current Contract Amount:	$707,900.00
Increase this Resolution:	$212,370.00
Percent of Change:	+30.00%
Increase to Date:	$212,370.00
Percent of Change:	+30.00%

Reason for Change:

Bulk Rock Salt **$212,370.00**

Increase is necessary because this winter's extended period of cold temperatures and higher-than-normal storm frequency have driven salt usage beyond typical seasonal patterns. Expanding the contract ensures we maintain safe road conditions.

Net Addition:	$ 212,370.00
New Contract Total Amount:	$ 920,270.00