

Natrona Launch Site Improvements
Harrison Township
Request for Proposals & Construction Bids



Harrison Township and the Friends of the Riverfront are seeking proposals from qualified contractors to construct site improvements at the Natrona Launch Site at Access 24R in Harrison Township, Pennsylvania. The work includes the construction of a parking lot, installation of ADA compliant pedestrian crossings, and the installation of scour repairs.

Released: July 29, 2026

Non-Mandatory Pre-Bid Meeting: August 6, 2026

Question Deadline: August 14, 2026

Bid Due Date: August 21, 2026

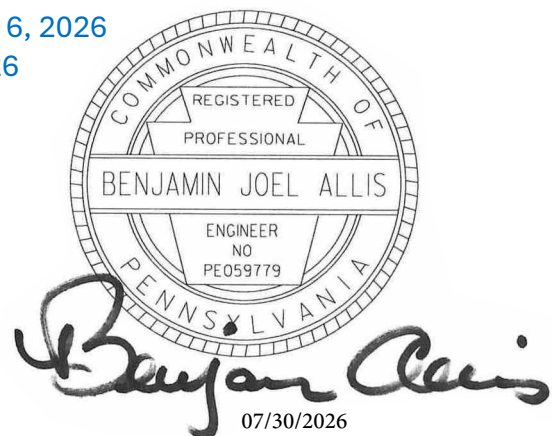


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INVITATION FOR BID

NATRONA LAUNCH SITE IMPROVEMENT

Harrison Township will receive sealed bids for the Natrona Launch Site Improvements, until 2:00 p.m. (prevailing time as determined by Harrison Township Date and Time Stamp Clock) on Friday, August 21, 2026, at the offices of Harrison Township, 1 Municipal Drive, Natrona Heights, Pennsylvania, 15065 and will be opened, read aloud, and recorded that afternoon at or after 2:00 p.m. (prevailing time as determined by Harrison Township Date and Time Stamp Clock) in the offices of the Harrison Township.

The project consists of the construction of a parking lot, sidewalk upgrades, and launch sidewalk scour repairs, as indicated for the Natrona Launch Site Improvement project.

Interested bidders are invited to attend a non-mandatory virtual pre-bid meeting on Thursday, August 6, 2026, at 10:00 a.m. Interested bidders shall request a MicroSoft Teams Meeting Invitation by calling or e-mailing Benjamin Allis at (412) 399-5100 or b.allis@gaiconsultants.com.

On or after Wednesday, July 29, 2026, electronic copies of the bid documents can be obtained by contacting the office of GAI Consultants, Inc., 600 Cranberry Woods Drive, Suite 250, Cranberry Township, Pennsylvania, 16066, attention Mr. Benjamin Allis at b.allis@gaiconsultants.com. In order to be eligible to submit a bid, the prospective bidder must register and receive the bidding documents directly. For a non-refundable fee of two hundred and fifty dollars (\$250.00), bidders can pick up one (1) complete set of Drawings and Specification documents at the office of GAI Consultants, Inc., 600 Cranberry Woods Drive, Suite 250, Cranberry Township, Pennsylvania, 16066, attention Mr. Benjamin Allis. Shipping will be via standard delivery for an additional fee of \$50.00. **An electronic copy of the bidding documents sent via email will be at no cost.** Please email b.allis@gaiconsultants.com to request an electronic copy.

NOTE: No cash or credit card payment can be accepted for the bid documents. Check or money order to be made payable to GAI Consultants, Inc.

Prospective bidders can address all questions to the office of the Engineer at (412) 399-5100, attention Mr. Benjamin Allis.

A certified check or bank draft, payable to the order of the Harrison Township, negotiable U.S. Government Bonds, or a satisfactory Bid Bond executed by the Bidder, and an acceptable surety authorized to do business in the Commonwealth of Pennsylvania, in an amount equal to ten percent (10%) of the bid for the Natrona Launch Site Improvements shall be submitted with each bid.

The successful bidder will be required to furnish and pay for satisfactory performance and payment bonds each in the amount of 110% of the contract price, and certificate of insurance prior to the award of the contract.

1. Contractor agrees to comply with all applicable state statutes and regulations including, but not limited to, the Pennsylvania Prevailing Wage Act or the Resident Labor Requirements

Act, the Public Works Contractor's Bond Act of 1967, and the 67 PA Code Chapter 457, Regulations Governing Prequalification of Prospective Bidders. The Contractor must also agree to minimize pollution and will strictly comply with all applicable related laws and regulations.

2. The Contractor agrees to comply with nondiscrimination/sexual harassment provisions and will include such provisions in all contracts and subcontracts.
3. Contractor must ensure that no Contractor or subcontractor is currently under suspension or debarment by the Commonwealth, any state, or the federal government.
4. Contractor must actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
5. Contractor and its subcontractors shall furnish progress reports, status reports, project account statements, certificates, approvals, etc.
6. All pertinent records must be maintained by the Contractor and all subcontractors for seven (7) years from the end of the contract.

Prime Contractors should use the Directory of Minority, Women, and Section 3 Business Enterprises to solicit proposals from potential subcontractors.

Work under this contract is subject to the requirements of the PA Prevailing Wage Act. The PA Prevailing Wage Rates applicable to this contract are included.

All requests for information shall be submitted in writing to the office of the Engineer at b.allis@gaiconsultants.com on or before 5:00 p.m. local prevailing time August 21, 2026. Requests for information will not be accepted after 5:00 p.m. on August 21, 2026.

Harrison Township reserves the right to reject any and all bids or to waive any informalities in the bidding.

Bids may be held by Harrison Township for a period not to exceed ninety (90) days from the date of the opening of the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders prior to awarding the contract.

Amy S. Rockwell
Township Manager

INSTRUCTIONS TO BIDDERS

BIDDER'S RESPONSIBILITY

1. Each bidder shall familiarize himself with the attached forms, Instructions to Bidders, Special Conditions, AIA General Conditions of the Contract for Construction, Non-Collusion Affidavit, Prevailing Minimum Wage Determination, Americans With Disabilities Act, Compliance with Applicable Statutes and Department Regulations, Form of Payment Bond, Form of Performance Bond, and Specifications and Drawings, as he will be held responsible to fully comply therewith. Each bidder, before submitting his proposal, shall visit the site of the proposed work and shall be held responsible for having observed and ascertained all visible conditions which may be encountered in the performance of the work.

RECEIPT OF BIDS

2. Bids will be privately opened at the time and place herein designated.

3. Sealed proposals shall be addressed to and deposited with Ms. Amy S. Rockwell, Township Manager, of Harrison Township, 1 Municipal Drive, Natrona Heights, Pennsylvania, 15065, until 2:00 p.m., (local prevailing time as determined by Harrison Township Date and Time Stamp Clock), August 21, 2026, for General Construction Contract work for the Natrona Launch Site Improvements, ALL SUCH PROPOSALS SHALL BE ENCLOSED IN A SEALED ENVELOPE AND MARKED PLAINLY ON THE OUTSIDE WITH THE NAME OF THE PROJECT, BID OPENING DATE AND TIME, NAME OF THE CONTRACTOR, AND TYPE OF CONSTRUCTION WORK.

4. Any questions can be addressed to the office of the Engineer attention Mr. Benjamin Allis at (412) 399-5100.

5. The officer whose duty it is to open them will decide when the specified time has arrived, and no bids received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

6. Telegraphic bids will not be considered, but modifications by telegrams of bids already submitted will be considered if received prior to the hour set for the opening.

DEFINITIONS

7. The terms "Owner", "Engineer", "Contractor" and "Subcontractor", as used herein, are defined as set forth below, unless reference is made to another location for definition. They are treated throughout the specifications as if each were of the singular number and masculine gender. The term "Architect" as used in the "AIA General Conditions" and elsewhere shall, as used herein, be construed as referring to the "Engineer".

8. The term "Owner" means the "Harrison Township".

9. The term "Engineer" means the consulting engineering firm of GAI Consultants, Inc., 600 Cranberry Woods Drive, Suite 250, Cranberry Township, Pennsylvania, 16066.

10. The term "Contractor" means the successful bidder for the work described in the specifications and on the drawings and mentioned as such in the Agreement executed with the Owner.

11. The term "Subcontractor" as employed herein includes only those having a direct contract with the Contractor.

12. The term "Work" of the Contractor or subcontractor includes labor or materials, or both.

CERTIFICATE OF AUTHORITY: OUT-OF-STATE CONTRACTORS

13. As a precondition to the reading and acceptance of any Bid Proposal entered by any prime Contractor, company or corporation not incorporated or registered in the Commonwealth of Pennsylvania, a "Certificate of Authority" shall be attached to his Bid Proposal.

14. This "Certificate of Authority" shall be issued by the Department of State, Commonwealth of Pennsylvania, pursuant to the provisions of Article 10 of the "Business Corporation Law" (Act No. 106) approved May 5, 1933, by the Commonwealth of Pennsylvania.

15. Failure to attach said "Certificate of Authority" to his Bid Proposal will be judged as sufficient cause to reject the Bid Proposal of any "Foreign Business Corporation" as defined by the above-mentioned Act.

EXPLANATION TO BIDDERS

16. No oral explanation in regard to the meaning of the specifications or drawing will be made and no oral instruction will be given before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the specifications or drawings should be communicated, in writing, to the Engineer for interpretation. Bidders should act promptly and allow sufficient time for reply to reach them before the submission of their bids.

17. Any interpretation made will be in the form of an addendum to the specifications or drawings, which will be forwarded to all bidders and its receipt by the bidders should be acknowledged on the Bid Form.

PREPARATION AND SUBMISSION OF BIDS

18. The bidder is required to bid on all items called for in the Bid Form.

19. Bid shall be submitted on the forms furnished, or copies thereof and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, or alterations, or items not called for in the proposal, or irregularities of any kind, may be rejected by the Owner as being incomplete.

20. Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing.

21. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation, by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature.

22. A bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Executed new Collusion Affidavit and completed Contractor's Certification of Compliance.

23. Bids, with the bid guarantee, shall be enclosed in a sealed, opaque envelope, which shall be marked and addressed as required by the directions for mailing on the Bid Form and as required in Paragraph three (3) of these "Instructions to Bidders".

ADDITIONAL ITEMS TO BE SUBMITTED WITH BID

24. Contractor as part of his bid shall submit the following completely executed forms:

- Bid Form
- Non-Collusion Affidavit
- Certification of Eligibility
- Americans With Disabilities Act
- Contractor Integrity Provisions
- Contractor Responsibility Program
- Nondiscrimination/Sexual Harassment Clause
- Offset Provisions for Commonwealth Contracts
- Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act

25. CONTRACTOR'S ATTENTION IS DIRECTED TO THE COMPLIANCE DOCUMENT SECTION OF THE DOCUMENTS FOR THE REQUIRED FORMS TO BE EXECUTED AND SUBMITTED WITH THE BID.

FORMS ENCLOSED

26. The copies of the Form of Invitation to Bid, Bid Form, Non-Collusion Affidavit and Form of Agreement, Form of Payment Bond, Form of Performance Bond, Americans with Disabilities Act, enclosed herewith, are incorporated in these Instructions to Bidders by reference and are made a part hereof to the same extent as though fully set forth herein.

BID GUARANTEE

27. Each bid shall be accompanied by a bid guarantee of not less than ten (10%) percent of the amount of each Base Bid, which may be a certified check, a bank cashier's check, trust company treasurer's check, or approved surety company's (surety company must be authorized to conduct business with in the Commonwealth of Pennsylvania), bid bond, made payable to "Harrison Township".

28. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid during the period provided for awarding of contract as set forth in Paragraph 38 and that if his bid is accepted, he will enter into a formal contract with the Owner, in accordance with the Form of Agreement included as a part of the Contract Documents and that in the event of the withdrawal of said bid within said period, or the failure to furnish said bond within seven (7) days after notice from the Owner or the failure to enter into said contract within ten (10) days after he has received notice of the acceptance of his bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular hereof.

29. Certified checks and cashier checks shall be returned to all, except the three lowest bidders within three days after the formal opening of bids. The remaining checks will be returned to the three lowest bidders within forty-eight (48) hours after the Owner and the accepted bidder have executed the contract. Bid Bonds will be returned only upon request to the Engineer after the Contract has been executed.

30. If the required contract and bid bond have not been executed during the period provided for awarding of contract as set forth in Paragraph 38, then the bond or check of any bidder will be returned upon his request, provided he has not been notified of the acceptance of his bid prior to the date of such request.

WITHDRAWAL OF BIDS

31. Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Mistakes or errors on the part of the bidders in preparing the bid confers no right for the withdrawal of the bid after the time set for opening. No bid shall be withdrawn during the period provided for awarding of contract as set forth in Paragraph 38, except as provided by Act 4 of the Commonwealth of Pennsylvania as approved January 23, 1974.

REJECTION OF BIDS

32. The Owner reserves the right to reject any and all bids, or to accept or reject any part of any bid, when such rejection or acceptance is in the interest of the Owner and to reject a bid of a bidder who is not in a position to perform the contract. The Owner also reserves the right to waive any informality or informalities in any bid.

CONTRACT DOCUMENTS

33. The Contract Documents consist of the Agreement, Invitation to Bid, Instructions to Bidders, Special Conditions, AIA General Conditions of the Contract for Construction, Non-Collusion Affidavit, Prevailing Minimum Wage Determination, Form of Payment Bond, Form of Performance Bond and the Specifications and Drawings, including all addenda, bulletins, and alterations made in the documents prior to their execution.

34. The Contract Documents shall be signed by the Owner and Contractor in as many original counterparts as may be mutually agreed.

35. The specifications and drawings are to be interpreted according to their full intent, meaning and spirit and shall be deemed to explain the description of the work to be done under this Contract.

36. Should any error appear in the specifications or drawings, the same is to be referred to the Engineer for correction before the bids are submitted, or if not discovered previously, then before the work is proceeded with. The Contractor shall not make any alterations or corrections to the Contract Documents without consulting the Engineer beforehand.

AWARD OF CONTRACT

37. The contract will be awarded as soon as possible to the lowest responsible bidder, provided his bid is reasonable and it is to the best interest of the Owner to accept it and provided the Owner does not exercise its right to reject all bids.

38. The Owner shall award the contract to the lowest responsible bidder or shall reject all bids within ninety (90) days of the date of bid opening and no bidder may withdraw his bid before the expiration of such ninety (90) day period. Sixty (60) day extensions of the date for the award of the contract may be made by the mutual written consent of the Owner and the lowest responsible bidder.

39. The Owner reserves the right to waive any informality in bids received when such waiver is in the interest of the Owner; also, the Owner reserves the right to accept any item in the bid and to reject any or all bids.

40. Each bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications and financial ability to carry out the terms of the contract.

COMPLETION DATE

41. The Contractor shall fully and finally complete all work no later than ninety (90) days after the Notice to Proceed is issued for the work identified within the Base Bid.

42. The Contractors shall commence work under the Contract within ten (10) days after notification by the Owner to start work.

43. Liquidated damages in the amount of \$500.00 per calendar day will be assessed for each calendar day that the project is incomplete.

DETAILED BREAKDOWN OF THE WORK

44. Within ten calendar days after the signing of the Contract Documents, the Contractor shall submit, on forms furnished later by the Engineer, a detailed breakdown of the work included in the contract.

45. The Contractor shall be paid no later than 45 days after an approved payment application has been submitted to the Engineer for the work completed, less ten (10%) percent retainage, provided all requirements of the contract have been and are being complied with. No payment can, however, be made until the detailed breakdown has been approved by the Engineer and the Owner. Retainage will be determined in accordance with Act 200, November 23, 1982.

SUBLETTING OR ASSIGNING OF CONTRACT

46. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of his rights, title, or interest therein, without the written consent of the Owner.

PROVISIONS NOT APPLICABLE

47. Any provisions contained in the General Conditions which do not apply to the character of the work, as called for in the specifications and drawings of this contract, shall not be binding on the Contractor, it being agreed that the Engineer shall determine such applicability.

SPECIAL NOTICE

48. Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be, or is now being performed. The Contractor must employ, as far as possible, such methods and means in the carrying out of this work as will not cause any interruption or interference with any other Contractor.

ANTI-POLLUTION REQUIREMENTS

49. On October 26, 1972, House Bill No. 1969 was enacted into law. This Act (No. 247) became effective on November 25, 1972. It requires that bidders on construction contracts for the Commonwealth of Pennsylvania be advised of those provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the project on which bids are being received.

50. The Bidder shall thoroughly acquaint himself with the terms of the statutes, rules and regulations enumerated in Act 247 and shall include in his bid price all costs of complying with the terms of the statutes, rules, or regulations. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules and regulations are amended, or if new statutes, rules, or regulations become effective, which cause the Contractor to perform additional

work, the Owner may issue a change order setting forth the additional work that must be undertaken. This change order shall not invalidate the Contract.

CODES

51. All construction work shall conform to all prevailing codes.

52. It is the responsibility of the Contractor to determine what local ordinances, if any, will affect his work. He shall check for any county, city, borough, or township rules or regulations applicable to the area in which the project is being constructed and in addition, for any rules or regulations of other organizations having jurisdiction, such as chamber-of-commerce, planning commissions, industries, or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

STEEL PRODUCTS

53. In accordance with Act 3 of the 1978 General Assembly of The Commonwealth of Pennsylvania approved March 3, 1978 and as amended by Act 161 of 1982, if any steel or cast iron products are to be used or supplied in the performance of this contract only steel or cast iron products produced in the United States as defined therein, shall be used or supplied in the performance of the contract or any contracts thereunder.

54. In addition, contractor shall comply with the Redevelopment Assistance Capital Program (RACP) as related to the use of steel products specifically referenced in the Pennsylvania Steel Products Procurement Act. Contractor shall submit appropriate steel certifications and applicable forms for all steel products used on the project. Payment for the work associated with steel products will not be released until proper certification and applicable forms and submitted to the owner.

PENNSYLVANIA PREVAILING WAGE RATES

55. This regulation and the general Pennsylvania prevailing minimum wage rates, Act. 422 of 1961, P.L. 987, Section 1-17 (43 P.S. 165, Section 1-17), with subsequent amendments thereto, where applicable, as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification. In complying with the requirements of these beforementioned laws, the Contractor should give attention to the provisions dealing with the submission and posting of certain specified forms and documents.

MINIMUM WAGES

56. If the Contractor's bid for this project is over \$25,000, then under this contract, the minimum wages shall be paid in accordance with provisions of the Pennsylvania Prevailing Wage Act approved August 15, 1961, Act No. 442, P.L. 987, Section 1-17 (43 P.S. 165, Section 1-17), with subsequent amendments thereto, where applicable. In complying with the requirements of

these beforementioned laws, the Contractor should give attention to the provisions dealing with the submission and posting of certain specified forms and documents.

ENUMERATION OF SPECIFICATIONS

57. The Instruction to Bidders, Special Conditions, AIA General Conditions of the Contract for Construction, Bid Form, Non-Collusion Affidavit, Prevailing Minimum Wage, Certification of Eligibility, Americans with Disabilities Act, Contractor Integrity Provisions, Contractor Responsibility Program, Nondiscrimination/Sexual Harassment Clause, Offset Provision for Commonwealth Contracts, Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act, Form of Payment Bond, Form of Performance Bond, and General Construction Specifications are bound herewith.

DRAWING AND SPECIFICATION LIST

58. The drawings as prepared by GAI Consultants, Inc., which form a part of this Contract are indicated as follows:

1. Cover Sheet
2. Existing Conditions Plan
3. Demolition Plan
4. Layout Plan
5. Layout Plan
6. Site Details
7. Site Details
8. Site Details

59. The technical provisions as prepared by GAI Consultants, Inc., which form a part of this Contract are indicated as follows:

1. General Specifications
2. Graphic Standards
3. Sign Palette
4. Sign Details
5. Locations

SPECIAL CONDITIONS

OFFICES AND SHEDS

1. The Contractor shall, at his own discretion, establish an office or storage sheds for his use at a location approved by the Engineer and Owner..

SANITARY PROVISIONS

2. The Contractor shall provide and maintain in a neat and sanitary condition, accommodations for the use of all workers engaged on the project as may be necessary to comply with the requirements and regulations of the State Department of Health, or of other bodies or agencies having jurisdiction. The Contractor shall provide necessary janitor service, toilet paper, etc. The Contractor shall permit no public nuisance or unsanitary condition to exist on the project site.

TEMPORARY WATER SUPPLY

3. The Contractor shall furnish water as required for construction.

TEMPORARY LIGHT AND POWER

4. The Contractor shall supply temporary power.

ENGINEERING AND LAYOUT

5. The Contractor shall provide competent engineering services to execute the work, in accordance with the contract requirements. He shall verify the specifications before undertaking any construction work and shall be responsible for the accuracy of the finished work.

OPENINGS FOR EQUIPMENT

6. Not applicable.

REMOVAL AND DISPOSAL OF HEALTH HAZARDOUS MATERIALS

7. The Contractor's attention is directed to applicable Federal, State and local codes, laws and regulations regarding the removal and disposal of existing health hazardous materials such as asbestos-containing materials, lead, PCB's, CFC's, glycol, fuel oil or other encountered hazardous materials as defined by the Environmental Protection Agency and the Pennsylvania Department of Environmental Resources. It shall be the responsibility of the Contractor to bring to the attention of the Architect/Engineer anytime health hazardous materials are encountered in order that an appropriate response or corrective action plan can be established to eliminate disturbance to the material or plan for its removal where appropriate. Should the work included under this contract include the removal of health hazardous substances, this Contractor will be responsible for the

satisfactory removal and disposal of the materials in an approved manner in accordance with all Federal, State and local codes, laws and regulations as amended.

JOB CONFERENCES

8. Job conferences will be held, as required, while construction is in progress. Contractors shall attend personally or be represented at such meetings. Should the Contractor elect to be represented, it shall be understood and agreed that the Owner and the Engineer, in dealing with Contractor's representatives, do so with full assurance that such representative's actions and commitments may be accepted the same as though the Contractor who signed and is bound by the contract, were himself present and personally made such agreements or commitments. The Engineer will advise all concerned of schedule of all conferences.

DEMOLITION AND SALVAGED ITEMS

9. Remove equipment as designated by the specifications, disposing of all units not wanted by the Owner.

INTERRUPTION OF SERVICES

10. When it becomes necessary to interrupt any part of the operations of Natrona Launch Site outside of the allocated days and times, the Contractor shall notify the Engineer and the Owner 48 hours in advance of the proposed interruption.

CUTTING AND PATCHING OF EXISTING CONSTRUCTION

11. Sawcut all sidewalks to remain with neat lines. Repair damage to any portion of existing concrete to remain to the satisfaction of the Engineer and Township at no additional cost to the Township.

OVERTIME

12. Contractor shall pay all overtime, time-and-a-half, double time, or other premium pay necessary to accomplish the work during the specified timeframe.

CONSTRUCTION FACILITIES

13. Contractor shall furnish, at his expense, and maintain all equipment required for the proper execution of his work.

14. All such apparatus, equipment and construction shall meet the requirements of the Labor Laws and State or Local Laws and regulations applicable thereto and/or the Authorities having jurisdiction over same.

SUBCONTRACTORS

15. The Contractor submitting the bid is the Prime Contractor. All other contractors will be subcontractors to the Prime Contractor. It shall be the Prime Contractor who shall make final decisions regarding deployment of work among trades.

REQUEST FOR INFORMATION (RFI) PROTOCOL

16. Contractor may submit a Request for Information (RFI) to the Engineer seeking clarification or interpretation of conflicts, errors, discrepancies, or ambiguities in the Contract Documents. The RFI must be presented digitally via email in a format acceptable to and approved by the Engineer. An oral RFI or an RFI presented in an unapproved format will not be accepted. Any project delay caused by Engineer's refusal to accept an oral RFI or an RFI presented in an unapproved format will be attributed solely to the Contractor.

17. Engineer's review of or responses to RFIs shall not constitute an approval, direction, or procedure related to the construction means, methods, techniques, sequences, or procedures of Contractor.

18. Engineer's review of or responses to RFIs shall not constitute an approval, direction, or procedure related to the construction site safety precautions, procedures, or methodology of Contractor.

19. The use of an RFI is limited to clarification of the contract documents. Contractor will limit each RFI to a single issue. Information, which is discernable from the contract documents; construction means and methods; and construction site safety, will not be addressed by the Engineer in responding to an RFI.

ADDITIONAL CONSIDERATIONS

20. The Contractor may be required to show additional entities as additionally insured including Harrison Township, Friends of the Riverfront, GAI Consultant, Inc., and Allegheny County.

MAINTENANCE BOND

21. Upon completion of construction and as a condition of project closeout, Contractor shall submit a maintenance bond in the amount of 10 percent of the final contract amount. Maintenance bond shall remain in force for a period of 18 months from date of final payment.

NONDISCRIMINATION/SEXUAL HARASSMENT PROVISIONS

During the term of this Contract, the Contractor agrees as follows:

22. In the hiring of any employees(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race,

creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

23. The Contractor, any subcontractor, or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed, or color.

24. The Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

25. The Contractor shall not discriminate by reason of gender, race, creed or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the Contract relates.

26. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purposes of investigation to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

27. The Contractor and any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each contractor and subcontractor.

28. The Contracting Agency or Department may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Department may proceed with debarment or suspension and may place the Contractor or subcontractor in the Contractor Responsibility File.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

29. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130 and all other regulations, promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

30. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth and Contracting Agency from all losses, damages, expenses, claims, demands,

suits and actions brought by any party against the Commonwealth or Contracting Agency as a result to the Contractor's failure to comply with the provisions of the above paragraph.

PROJECT SIGNAGE

31. Contractor shall erect a project sign prior to construction. Sign must include language provided by Harrison Township. Sign must be large enough to display said language (4-feet by 8-inches minimum, attached to 8-feet posts).

BID FORM
GENERAL CONSTRUCTION CONTRACT
NATRONA LAUNCH SITE IMPROVEMENTS
FOR HARRISON TOWNSHIP

Proposal of _____

Harrison Township
c/o Ms. Amy S. Rockwell, Township Manager.
1 Municipal Drive
Natrona Heights, PA 15056

Gentlemen:

This Bid Form is submitted in accordance with your invitation to submit proposals until 2:00 p.m. local prevailing time, Friday, August 21, 2026 for the Natrona Launch Site Improvements.

In conformity with the specifications and drawings, as prepared by GAI Consultants, Inc., 600 Cranberry Woods Drive, Suite 250, Cranberry Township, Pennsylvania, 16066, having thereon the signature of approval of the Owner, and after an examination of the site and the Contract Documents, including the Invitation to Bid, Instructions to Bidders, Special Conditions, AIA General Conditions of the Contract for Construction, Non-Collusion Affidavit, Bid Form, Agreement, Certification of Eligibility, PA Prevailing Wage Rates, Americans with Disabilities Act, Contractor Integrity Provisions, Contractor Responsibility Program, Nondiscrimination/Sexual Harassment Clause, Offset Provisions for Commonwealth Contracts, and Compliance with Prohibition of Illegal Alien Labor on Assisted Projects Act, the undersigned submits this Proposal and encloses herewith as a proposal guaranty, a certified check, bank cashier's check, trust company treasurer's check, or bid bond, in an amount of not less than ten (10%) percent of the total of the hereinafter stated Base Bid, made payable to or indemnifying "Harrison Township", which it is understood will be forfeited to and retained by the Owner as liquidated damages if the undersigned shall fail to furnish evidence of required insurance coverage and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the bidder, then the Owner shall return said check.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal and that the proposal is made without collusion with any person, firm or corporation. Bidder hereby agrees to furnish evidence of required insurance coverage within ten (10) days after mailing by the Owner of notice of award and to begin work within ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, and transportation, to secure all permits and licenses, to do and perform all labor, superintendence and all means of construction, pay all fees and do all incidental work and to execute, construct and finish, in an expeditious, substantial, and workmanlike manner in accordance with the specifications and drawings, to the complete satisfaction and acceptance of the Owner, for the General Construction Contract, for the Natrona Launch Site Improvements.

It is understood that the Owner reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner.

Bidder submits this proposal with the understanding that the anticipated starting date of work will not be before ninety (90) days from the date of the opening of the bids. It shall also be understood that time for the completion of the work shall be considered as of the essence of this contract. It is further understood, however, that any extension of time, regardless of cause, beyond the above date, must be requested by letter, originated by the Contractor and any extension must be granted by letter from the Owner prior to same becoming effective.

A detailed breakdown sheet of the work and the contract price of the work involved will be submitted to the Engineer within ten (10) calendar days after the execution of the Agreement.

_____ Name of Bidder	_____ Date
-------------------------	---------------

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner.

The bid or bids, as called for, is/are submitted in the space provided below:

BASE BID – 1

For all General Construction Contract Work, complete, Natrona Launch Site Improvements as specified herein and shown upon the Contract Documents, the sum of:

_____	Dollars (\$ _____)
-------	--------------------

PROPOSAL DATA

In submitting this Proposal, I have received and included in this Bid, the instructions and information contained in the following bulletins:

Addendum No.	Dated
--------------	-------

SIGNATURES

When the bidder is an Individual:

_____ Witness	_____ Bidder
	(SEAL)

* * * * *

When the bidder is a Partnership:

Witness:	_____ By:
	(SEAL)

_____	_____ _____ _____ _____
	(SEAL) (SEAL) (SEAL) (SEAL)

* * * * *

*When the bidder is a Corporation:	CORPORATE
	_____ (SEAL)
Attest	By:

_____ Secretary	_____ President
--------------------	--------------------

*The _____ is a corporation organized and existing under the Laws of _____ and has (has not) been granted a certificate of authority to do business in Pennsylvania, as required by the Business Corporation Law, approved May 5, 1933, P.L. 364, as amended to date.

NON-COLLUSION AFFIDAVIT

1. The Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa. C.S.A. 4501 et seq. governmental agencies shall require Non-Collusive Affidavits to be submitted with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in this bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assuring themselves that each statement is true and accurate, making diligent inquiry as necessary of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval of submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract Name _____ Contract No. _____

State of _____ County of _____

I state that I am _____ of _____

(Title)

(Name of Firm)

and that I am authorized to make this affidavit on behalf of this firm, and its owners, directors, and officers. I am the person responsible in this firm for the prices and the amount of this bid. I state that:

(1) The prices and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other bidder or potential bidder.

(2) Neither the prices nor the amount of this bid, and neither the approximate prices nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be discussed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of this firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____ (Name of this firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect with bidding on any public contract, except as follows: * I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important and will be relied on by Harrison Township in awarding the contract for which this bid is submitted. I understand and this firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Harrison Township of the true facts relating to the submission of bids for this contract.

(Name)

(Position)

(Company name and address)

Sworn to and subscribed before me this _____ day of _____ 20____

(Notary Public) My Commission expires _____

*Note: Such a conviction or liability does not prohibit acceptance of your bid or award of a contract but may be a basis for a determination that you are not a responsible bidder. Please list any convictions or liabilities in an attached page to this Affidavit.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Natrona Launch Site Improvements
5 Sycamore Street, Harrison Township, Pennsylvania, 15065

THE OWNER:

(Name, legal status and address)

Harrison Township
1 Municipal Drive, Natrona Heights, PA 15065

THE ARCHITECT:

(Name, legal status and address)

GAI Consultants, Inc.
600 Cranberry Woods Drive, Suite 250, Cranberry Township, Pennsylvania, 16066

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ADDITIONS AND DELETIONS:

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

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

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon 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.

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.

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. The Contractor shall be liable to the Owner and/or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or from differences between field measurements or conditions and the Contract Documents, if the Contractor knowingly fails to report such error, inconsistency, omission or difference to the Architect, or where the Contractor fails to carefully study and compare the Contract Documents relative to that portion of the Work for which the Contractor is responsible, such that, had Contractor done so, Contractor would have discovered such error, inconsistency or omission and reported same to Architect.

§ 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.

§ 3.3.4 The Contractor who is awarded the general construction portion of the Project shall provide for the coordination of the Work of its own forces and of all separate contractors. Contractors shall cooperate therewith as provided in Paragraph 6.2 and expressly agree to cooperate with the General Contractor in all matters of scheduling and coordination, and acknowledge the rights and responsibilities of the General Contractor in discharging this obligation.

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

§ 3.8.1 No cash allowances will be permitted on this Project.

§ 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, within fifteen days after the award of 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, within fifteen days after the award of the Contract, 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 Drawings, Technical Specifications, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the

Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional

judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 6.1.3 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 Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities, failure to coordinate construction activities and operations in accordance with Para 3.3.4, or defective construction of the Contractor. Notice to Owner of claims related thereto shall authorize Architect to withhold certification of payment in accordance with Para. 9.5.1. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction or coordination of a separate Contractor, providing Contractor has complied with all provisions of the Contract Documents, including, but not limited to, a timely and properly supported claim submitted in accordance with the requirements of the Contract Document.

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

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

§ 6.3 Owner’s Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement of progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending resolution of dispute through litigation, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seventeen days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect

determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 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.

§ 9.4.3 Monthly payments to the Contractor will be made on the basis of submission prepared by the Contractor. The Contractor's Requisition for Payment Due will require the breakdown of total Work complete to date of submission. From this total, retainage will be withheld from each progress payment in the amount of ten (10%) percent of the amount due the Contractor until fifty (50%) percent of the Contract Work is completed. When the Contract is fifty (50%) percent completed, one-half of the amount retained by the Owner shall be returned to the Contractor; provided that the Architect approves the application for payment, and provided further that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. The sum or sums withheld by the Owner from the Contractor after the Contract Work is fifty percent (50%) completed shall not exceed five percent (5%) of the value of completed Work based on monthly progress payment requests; provided, however, that in the event a dispute arises between the Owner and any Prime Contractor, which dispute is based upon increased costs claimed by one Prime Contractor occasioned by delays or other actions of another Prime Contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes a Bond satisfactory to the Owner to indemnify such Owner against the claim. All moneys retained by the Owner may be withheld from the Contractor until Substantial Completion of the Contract.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not issue a Certificate of Payment, through no fault of the Contractor, within seventeen days after receipt of the Contractors 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, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum

shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents. No portion of the Work will be considered substantially complete until all of the following requirements have been met:

- .1 all of the existing portions of the structure are completely removed in accordance with the Contract Documents;
- .2 all of the existing portions of the structure to remain including Norfolk Southern and MSI Corporation structures and facilities are unaltered, or if any portion are damaged, duly repaired to the satisfaction of Norfolk Southern or MSI Corporation, at the Contractor's sole expense;
- .3 the Project is clean, as determined by the Owner or Architect; and
- .4 all authorities having jurisdiction over the Project have issued the requisite certifications and/or approvals.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.1.2 The Contractor is reminded that all construction sites are subject to the Occupational Safety and Health Act (OSHA). As such, inspections of the workplace may be conducted by a Compliance Safety and Health Officer at any time. The Contractor is responsible for construction means, methods, techniques, sequences or procedures, and

safety precautions and programs in connection with the Work. The Contractor shall bring work sites that are unsafe into compliance with the OSHA requirements. Failure to bring the workplace into compliance shall be sufficient cause for the Owner to reduce or withhold payment. Fines assessed to the Owner, the Architect or agents of either, as a result of an OSHA citation shall be deducted from payments to the Contractor.

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

§ 10.2.5 When the transportation, storage, and use of explosives are necessary for the execution of the Work, the Contractor shall familiarize itself with, abide by, and perform said Work in accordance with, all Federal, State and local regulations pertaining thereto. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the transportation, storage, and use of such explosives, including, but not limited to, all Work requiring the coordination with other separate contractors and as otherwise set forth in Paragraph 3.3, and in connection with the protection of persons and property which may be affected by the transportation, storage, and use of such explosives. Contractors shall give written notice to all persons potentially impacted by such transportation, storage and use of such explosives.

§ 10.2.6 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.

§ 10.2.7 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.

§ 10.2.8 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.

§ 10.2.9 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 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 insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages must be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance

premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.6 Performance Bond and Payment Bond

§ 11.6.1 The Contractor shall furnish a Performance Bond and Payment Bond which meets the following requirements:

- .1 A Performance Bond at one hundred and ten percent of the Contract amount, conditioned upon the faithful performance of the Contract in accordance with the Contract Documents. Such Bond shall be solely for the protection of the Owner.
- .2 A Payment Bond at one hundred and ten percent of the Contract amount. Such Bond shall be solely for the protection of claimants supplying labor or materials to the Prime Contractor to whom the Contract was awarded, or to any of his subcontractors, in the prosecution of the Work provided for in such Contract, and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. 'Labor or materials' shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at this site.
- .3 Each of such Bonds shall be executed by one or more surety companies legally authorized to do business in the jurisdiction where the Project is located.
- .4 A Power of Attorney of the surety company must also accompany each Bond, dated as of the issue date of the Bond.

§ 11.6.2 All insurance coverages required to be obtained and maintained by the Contractor shall be furnished by reputable insurers company authorized to do business on a direct basis in the jurisdiction where the Project is located or otherwise acceptable to the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction and/or permanent financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as

the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting

data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, 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.

§ 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.

AGREEMENT

THIS AGREEMENT, entered into this _____* day of _____*, TWO THOUSAND TWENTY-SIX by and between Harrison Township, hereinafter called the Owner and a Corporation, known as _____*, organized and existing under the Laws of the State of _____*, hereinafter called the Contractor and hereinafter treated as if of the singular number and neuter gender.

WITNESSETH, that the Contractor and the Owner for the considerations named, agree as follows:

ARTICLE 1 – SCOPE OF WORK – The Contractor shall furnish all of the materials, tools, and equipment, and perform all of the work described in the Contract Documents titled Natrona Launch Site Improvements prepared by GAI Consultants, Inc., 600 Cranberry Woods Drive, Suite 250, Cranberry Township, Pennsylvania, 16066, acting as and referred to in these Contract Documents as the Engineer, and shall do everything required by this Agreement and Contract Documents.

ARTICLE 2 – TIME OF COMPLETION – The work is to be performed with the understanding that the anticipated starting date of work will not be before ninety (90) days from the date of the opening of the bids. The Contractor shall fully and finally complete all work no later than ninety (90) days after the Notice to Proceed is issued for the work identified within the Base Bid. Liquidated damages in the amount of \$500 per calendar day will be assessed for each calendar day the project is not completed with the time specified.

Extensions of time may be granted by the mutual written consent of the Owner and the Contractor, as stipulated in the General Conditions.

ARTICLE 3 – THE CONTRACT SUM – The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds, the sum of \$_____* . Payments shall be on a monthly basis reflecting the cost of the work installed less retainage as defined in Act No. 317, November 26, 1978.

ARTICLE 4 – PAYMENTS – Payments shall be made in accordance with the provisions as set forth in the General Conditions.

ARTICLE 5 – The Contract Documents shall consist of:

General Construction Contract Specifications and Drawings for Natrona Launch Site Improvements, dated June 2026.

This Agreement, together with these Documents, form the Contract and are fully a part of the Contract as if hereto attached or herein repeated.

ARTICLE 6 – REPRESENTATIONS OF CONTRACTOR – The Contractor represents and warrants:

- a. That it is financially solvent and that it is experienced in and competent to perform the work or to furnish the materials, tools, or equipment to be so performed or furnished by it; and
- b. That it is familiar with all Federal, State and Municipal laws, ordinances and regulations, which may in any way affect the work of those employed herein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. That such temporary and permanent work required by the Contract Documents as is to be done by it, can be satisfactorily performed and used for the purposes for which it is intended and that such work will not injure any person or damage any property; and
- d. That it has carefully examined the specifications and the site of the work and that from its own investigations, it has satisfied itself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work and the general local conditions and all other materials which may in any way affect the work or its performance.

IN WITNESS WHEREOF – The parties hereto have executed the Agreement the day and year first above written:

(SEAL)

ATTEST:	*	[OWNER _____]
		DATE _____
_____ Secretary		BY _____ Owner

(SEAL)

ATTEST:	*	[CONTRACTOR _____]
		DATE _____
_____ Secretary		BY _____

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal") and _____, a corporation organized and existing under laws of the _____ of _____, as Surety (the "Surety"), are held and firmly bound unto _____, as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain proposal, dated _____, 20____ (the "Proposal"), to Perform certain _____ work for the Obligee, in connection with _____, pursuant to plans, specifications and other related documents constituting the contract documents, which are incorporated into the Proposal by reference (the "Contract Documents"), as prepared by _____, Registered Engineer(s), of _____, Pennsylvania; and,

WHEREAS, The Obligee is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, The Act, in Section 3 (a), requires that, before an award shall be made to the Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, It is also a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, Under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if The Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material

furnished or labor supplied or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension or addition to the Agreement. The term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. As required by the Act, the provisions of this Bond shall be applicable whether or not the material furnished, or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Agreement is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States district court for the district in which the project, to which the Agreement relates, is situated and not elsewhere.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents and/or any alterations, changes and/or additions to the Agreement and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract

Documents and the Agreement and/or the reduction of any percentage to be retained by the Oblige as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that; no final settlement between the Oblige and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Oblige a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed, and delivered this _____ day of _____, 20____.

(Individual Principal)

(Signature of Individual) (SEAL)

Witness:

Trading and doing business as:

(Partnership Principal)

(Name of Partnership)

Witness:

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporation Principal)

(Name of Corporation)

ATTEST:

By: _____
(Vice President)

By: _____
(Assistant Secretary)

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

Witness:

* By: _____
Authorized Representative

* Attach appropriate proof, dated as of the same date as the Bond,
evidencing authority to execute on behalf of the corporation.

(Corporation Surety)

(Name of Corporation)

Witness:

* By: _____
Attorney-in-fact

** Attach an appropriate power of attorney, dated as of the same
date as the Bond, evidencing authority of the Attorney-in-fact to
act on behalf of the corporation.

NOTE: Date of Bond must not be prior to date of Notice of Intent to Award. If Contractor is a partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal") and _____, a corporation organized and existing under laws of the _____ of _____, as Surety (the "Surety"), are held and firmly bound unto _____, as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain proposal, dated _____, 20____ (the "Proposal"), to Perform certain _____ work for the Obligee, in connection with _____, pursuant to plans, specifications and other related documents constituting the contract documents, which are incorporated into the Proposal by reference (the "Contract Documents"), as prepared by _____, Registered Engineer(s), of _____, Pennsylvania; and,

WHEREAS, The Obligee is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, The Act, in Section 3 (a), requires that, before an award shall be made to the Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, It is also a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, Under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if The Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material

furnished or labor supplied or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension or addition to the Agreement. The term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. As required by the Act, the provisions of this Bond shall be applicable whether or not the material furnished, or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Agreement is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States district court for the district in which the project, to which the Agreement relates, is situated and not elsewhere.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents and/or any alterations, changes and/or additions to the Agreement and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract

Documents and the Agreement and/or the reduction of any percentage to be retained by the Obligees as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that; no final settlement between the Obligees and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligees a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed, and delivered this _____ day of _____, 20____.

(Individual Principal)

(Signature of Individual) (SEAL)

Witness:

Trading and doing business as:

(Partnership Principal)

(Name of Partnership)

Witness:

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporation Principal)

(Name of Corporation)

ATTEST:

By: _____
(Vice President)

By: _____
(Assistant Secretary)

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

Witness:

* By: _____
Authorized Representative

* Attach appropriate proof, dated as of the same date as the Bond,
evidencing authority to execute on behalf of the corporation.

(Corporation Surety)

(Name of Corporation)

Witness:

* By: _____
Attorney-in-fact

** Attach an appropriate power of attorney, dated as of the same
date as the Bond, evidencing authority of the Attorney-in-fact to
act on behalf of the corporation.

NOTE: Date of Bond must not be prior to date of Notice of Intent to Award. If Contractor is a partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

☐ Contractor or
 ☐ Subcontractor (Please check one)

ALL INFORMATION MUST BE COMPLETED

CONTRACTOR ADDRESS			SUBCONTRACTOR ADDRESS			 DEPARTMENT OF LABOR & INDUSTRY COMMONWEALTH OF PENNSYLVANIA BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-0665		
PAYROLL NUMBER	WEEK ENDING DATE	PROJECT AND LOCATION PROJECT SERIAL #						

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE							S- TIME 0- TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #
			HOURS WORKED EACH DAY												
											C:				
											FB:				
											C:				
											FB:				
											C:				
											FB:				
											C:				
											FB:				
											C:				
											FB:				

*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

***FRINGE BENEFITS EXPLANATION (FB):** Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with _____
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)
_____ for the construction of the above-identified project, acknowledges that:
 - (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
 - (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
 - (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.
2. The undersigned certifies that:
 - (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
 - (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.
3. The undersigned certifies that:
 - (a) the legal name and the business address of the contractor or subcontractor are: _____

 - (b) The undersigned is: ☐ a single proprietorship ☐ a corporation organized in the state of _____
☐ a partnership ☐ other organization (describe) _____
 - (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

(DATE)

(SIGNATURE)

(TITLE)

SEAL

Taken, sworn and subscribed before me this _____ Day
of _____ A.D., _____

AMERICANS WITH DISABILITIES ACT

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of the Contractor's failure to comply with the provisions of the above paragraph.

This document shall bind the Contractor and shall inure to the benefit of Harrison Township and the Commonwealth of Pennsylvania.

Accepted and Agreed to:

(Name of Contractor)

By: _____

Title: _____

Print Name: _____

CONTRACTOR INTEGRITY PROVISIONS

Definitions

Confidential Information means information that is not public knowledge or available to the public on request, disclosure of which would give an unfair, unethical or illegal advantage to another desiring to contract with the Commonwealth.

Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed in writing by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this Contract.

Contractor means the individual or entity that has entered into this Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a 5% interest.

Financial Interest means: Ownership of more than a 5% interest in any business; or Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscription, advances, deposits of money, services, employment or contracts of any kind.

1. The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations or other requirements that govern contracting with the Commonwealth.
2. The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.
3. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any officer or employee of the Commonwealth.
4. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly offer, give, or agree or promise to anyone any gratuity for the benefit of, or at the direction or request of, any officer or employee of the Commonwealth.
5. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any

gratuity from any person in connection with the performance of work under this Contract except as provided therein.

6. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor or supplier providing services, labor or material on this project.
7. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
8. The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
9. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection and copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business and financial records, documents or files of any type or form which refer to or concern this Contract. Such information shall be retained by the Contractor for a period of three (3) years beyond the termination of the Contract unless otherwise provided by law.
10. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other, These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.
11. This document shall bind the Contractor and shall inure to the benefit of Harrison Township and the Commonwealth of Pennsylvania.

Accepted and Agreed to:

(Name of Contractor)

By: _____

Title: _____

Print Name: _____

CONTRACTOR RESPONSIBILITY PROGRAM

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
2. The Contractor must also certify, in writing, that as of the date of its execution of any Commonwealth contract, it has no tax liabilities or other Commonwealth obligations.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Department of Community and Economic Development if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Department of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Commonwealth of Pennsylvania – Debarment and Suspension List at <https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone: (717) 787-5599
Fax: (717) 787-9138

7. This document shall bind the Contractor and shall inure to the benefit of Harrison Township and the Commonwealth of Pennsylvania.

Accepted and Agreed to:

(Name of Contractor)

By: _____

Title: _____

Print Name: _____

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or any subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed, or color.
3. The Contractor and all subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.
5. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.
8. This document shall bind the Contractor and shall inure to the benefit of Harrison Township and the Commonwealth of Pennsylvania.

Accepted and Agreed to:

(Name of Contractor)

By: _____

Title: _____

Print Name: _____

OFFSET PROVISION FOR COMMONWEALTH CONTRACTS

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Contractor or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Contractor under this or any other contract with the Commonwealth.

This document shall bind the Contractor and shall inure to the benefit of Harrison Township and the Commonwealth of Pennsylvania.

Accepted and Agreed to:

(Name of Contractor)

By: _____

Title: _____

Print Name: _____

**COMPLIANCE WITH THE PROHIBITION OF
ILLEGAL ALIEN LABOR ON ASSISTED PROJECTS ACT**

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Contractor shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Contractor:

- (a) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (b) the Contractor or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Contractor shall:

- (a) remit to the Authority all grant funds received by the Contractor from the Authority pursuant to this Grant, and
- (b) be ineligible to apply for any Commonwealth grant or loan for a period of two (2) years.

This document shall bind the Contractor and shall inure to the benefit of the Harrison Township and the Commonwealth of Pennsylvania.

Accepted and Agreed to:

(Name of Contractor)

By: _____

Title: _____

Print Name: _____

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

1. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
2. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
 - d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
3. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near

where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

4. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
5. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
6. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

COMPLIANCE WITH APPLICABLE STATUTES AND DEPARTMENT REGULATIONS

For purposes of this section, the following references are to be made: Successful bidder will hereinafter be referred to as the "Contractor", _____ will hereinafter be referred to as "Contracting Agency", the funding source, Harrison Township.

All activities authorized by this Contract shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines, and such additional requirements as may be required by Harrison Township or Contracting Agency. The Contractor acknowledges that this Contract is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by Harrison Township or Contracting Agency.

a. Compliance with State Statutes and Regulations:

The Contractor agrees to comply with all applicable state statutes and regulations to which the Department or Contracting Agency is subject including, but not limited to, the Building Energy Conservation Act, the Steel Products Procurement Act, the Trade Practices Act, the Public; Works Contractor's Bond Act of 1967, and the Flood Plain Management Act.

b. Nondiscrimination/Sexual Harassment Provisions:

During the term of this Contract, the Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed, or color.
3. The Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.
5. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts to Harrison Township, for purposes of investigation, to ascertain compliance with

provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by Harrison Township.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. Harrison Township or the Contracting Agency may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause.

c. Compliance with the state Contractor Responsibility Program:

The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any contract with the Contracting Agency, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit along with the bid/proposal, a written explanation of why such certification cannot be made.

The Contractor must also certify, in writing, that as of the date of its execution, of any contract with the Contracting Agency it has no tax liability or other Commonwealth obligations.

The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform Harrison Township if, at any anytime during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.

The failure of the Contractor to make notification of its suspension or debarment by the Commonwealth, any other state or the Federal Government shall constitute an event of default of the Contract.

The Contractor agrees to reimburse Harrison Township for the reasonable costs of investigation incurred for investigations of the Contractor's compliance with the terms of this Contract or any other Contract between the Contractor and Harrison Township which result in the suspension or debarment of the Contractor. Such costs shall include, but not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for

investigative costs for investigations which do not result in the Contractor's suspension or debarment.

The Contractor may obtain the current list of suspended and debarred contractors by either searching the Commonwealth of Pennsylvania – Debarment and Suspension List at <https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, Pennsylvania 17125
Telephone: (717) 787-5599
Fax: (717) 787-9138

d. Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130 and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Harrison Township through contracts with outside contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless Harrison Township and Contracting Agency from all losses, damages, expenses, claims, demands, suits and actions brought by any party against Harrison Township or Contracting Agency as a result to the Contractors failure to comply with the provisions of the above paragraph.

e. Compliance with Anti-Pollution Regulations:

The Contractor and its subcontractors agree that in the performance of their obligations under this Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

f. Contractor Integrity Provisions:

1. Definitions:

Confidential Information means information that is not public knowledge or available to the public on request, disclosure of which would give an unfair, unethical or illegal advantage to another desiring to contract with Harrison Township.

Consent means written permission signed by a duly authorized officer or employee of Harrison Township or Contracting Agency, provided that where the material

facts have been disclosed in writing by pre-qualification, bid, proposal or contractual terms, Harrison Township shall be deemed to have consented by virtue of execution of this Contract.

Contractor means the individual or entity that has entered into this Contract with Harrison Township, including directors, officers, partners, managers, key employees and owners of more than a 5% interest.

Financial Interest means ownership of more than a 5% interest in any business, or holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.

2. The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations or other requirements that govern contracting with Harrison Township.
3. The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.
4. The Contractor shall not, in connection with this or any other Contract with Harrison Township, directly or indirectly offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any officer or employee of Harrison Township.
5. The Contractor shall not, in connection with this or any other Contract with Harrison Township, directly or indirectly offer, give or agree or promise to give to anyone any gratuity for the benefit of, or at the direction or request of, any officer or employee of Harrison Township.
6. Except with the consent of Harrison Township, neither the Contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.
7. Except with the consent of Harrison Township, the Contractor shall not have a financial interest in any other contractor, subcontractor or supplier providing services, labor or material on this project.
8. The Contractor upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify Harrison Township in writing.

9. The Contractor by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
10. The Contractor, upon the inquiry or request of Harrison Township or any of those officials' agents or representatives, shall provide or, if appropriate, make promptly available for inspection and copying, any information of any type or form deemed relevant to the Contractor's integrity or responsibility as those terms are defined by Harrison Township's statutes, regulations or management directives. Such information may include, but shall not be limited to, the Contractor's business and financial records, documents or files of any type or form which refer to or concern this Contract. Such information shall be retained by the Contractor for a period of seven (7) years beyond the termination of the Contract unless otherwise provided by law.
11. For violation of any of the above provisions, Harrison Township may terminate this and any other Contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with Harrison Township. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those Harrison Township may have under law, statute, regulation or otherwise.

g. Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Contractor shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien.

In the event that the Contractor:

1. knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
2. the Contractor or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania.

The Contractor shall:

1. repay to the Commonwealth all payments received by the Contractor from the Contracting Agency pursuant to this Contract. A check shall be written, payable to the Commonwealth and forwarded immediately to the Contracting Agency.
2. be ineligible to bid on any project sponsored by the Contracting Agency or the Commonwealth for a period of two (2) years.

ASSIGNMENT, TRANSFER, COLLATERAL USE

This Contract shall be binding upon and inure to the benefit of Harrison Township and their respective successors and assigns, except that the Contractor may not assign or transfer its rights hereunder without the prior written consent of the Contracting Agency. Approval of an assignment does not establish any legal relationship between the Contracting Agency and any other third party, and under no circumstances shall Harrison Township be held liable for any act or omission committed pursuant to such an assignment.

INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Contractor are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between Harrison Township and Contractor.

INTEREST OF PARTIES AND OTHERS

No officer, member, employee, independent contractor or elected official of Harrison Township and no member of their governing bodies who exercise any functions or responsibilities in the review or approval of services being performed under this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of Harrison Township or any member of their governing bodies have any interest direct or indirect in this Contract or the proceeds thereof.

The Contractor covenants that the Contractor (including directors, officers, members and employees of the Contractor) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that no person having any such interest shall be employed in the performance of services for this Contract.

SUBCONTRACTS

The Contractor shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of Harrison Township. Such prior written approval shall not be required for the purchase by the Contractor of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Contract. The Contractor shall not execute or concur in any subcontract declared disapproved by Harrison Township. A subcontractor shall be

automatically disapproved, without a declaration from Harrison Township. A subcontractor shall be automatically disapproved, without a declaration from Harrison Township, if the subcontractor is currently or becomes debarred by the Commonwealth or the federal government. In any event, the Contractor shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable statutes and Department Regulations, subsection (b).

RECORDS

The Contractor, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Contract, and reflecting all matters and activities covered by this Contract.

At any time during normal business hours and as often as Harrison Township deem necessary, the Contractor shall make available for inspection by Harrison Township or any of their duly authorized representatives, all of its records with respect to all matters covered by this Contract and will permit Harrison Township to audit, examine and make copies of such records.

All required records shall be maintained by the Contractor for a period of seven (7) years from the date of final audit or close out of this Contract by Harrison Township, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

TEMPORARY SUSPENSION OF THE CONTRACT

Upon written notice and at any time during the period covered under this Contract, Harrison Township may suspend payments and/or request suspension of all or any part of the Contract activities. Harrison Township may give such notice to suspend for the following reasons:

- a. Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- b. When, in the opinion of Harrison Township, the activities cannot be continued in such manner as to adequately fulfill the intent of statutes or regulations due to an act of God, strike or disaster.

During the term of suspension, Harrison Township shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by Harrison Township shall be placed in an interest bearing program expenditures account. Harrison Township may not expend any such funds during the period that the Contract is suspended except pursuant to order of a court of competent jurisdiction. The Contractor shall have the right

to cure any default or other circumstance that is the basis for suspension of this Contract within a reasonable period of time.

This Contract is also conditioned upon complete performance by the Contractor of past agreements or Contracts between Harrison Township and the Contractor. Complete performance includes the Contractor's timely submission of the required final audit of past agreements or Contracts to Harrison Township. In the event that Harrison Township determines that there has been incomplete performance of past agreements or Contracts by the Contractor, Harrison Township, by giving written notice to the Contractor, will suspend payments under this Contract until such time as the Contractor has fulfilled its obligations under past agreements or Contracts to the satisfaction of Harrison Township. When the Contractor has fulfilled its obligation under past agreements or Contracts to Harrison Township's satisfaction, Harrison Township will resume payments under this Contract.

TERMINATION OF THE CONTRACT

Harrison Township may terminate this Contract at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Contractor of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Contractor is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination.

ENTIRE AGREEMENT

This Contract, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Contract shall be construed, in any manner so as to create any rights in third parties not party to this Contract. It shall be interpreted solely to define specific duties and responsibilities between Harrison Township and the Contractor and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

SEVERABILITY

Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Contract.

CONSTRUCTION

This Contract shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

NONWAIVER OF REMEDIES

No delay or failure on the part of Harrison Township in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of Harrison Township hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. Harrison Township shall have the right at all times to enforce the provisions of this Contract in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Harrison Township in refraining from so doing at any time or times. The failure of Harrison Township at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Contract or as having in any way or manner modified or waived the same.

a. Public Works Contractor's Bond Law of 1967

Prior to the award of any contract for any work on the project, the Contractor to whom the contract is to be awarded must furnish the following bonds which shall become binding upon the award of such Contract:

1. A performance bond at a minimum 100 percent of the contract amount, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications, and conditions of the Contract. Such bond shall be solely for the protection of the Contracting Agency which awarded said Contract.
2. A payment bond at a minimum 100 percent of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the Grantee, its contractor or to any of its subcontractors, in the prosecution of the work provided for in such contract, and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

b. Pennsylvania Prevailing Wage Act

Any contract for work to be performed on the project is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 et seq., which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workmen needed to perform work on the project during the term hereof for the locality in which the work is to be performed.

REQUIRED CONTRACT PROVISIONS

All designs, plans, specifications, estimates of costs, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general shall, at all times, conform to all applicable federal and state laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, anti-solicitation, information, auditing and reporting provisions. The Contractor shall comply, and shall cause its consultant(s) and subcontractor(s) to comply, with the conditions set forth in the Commonwealth Nondiscrimination/Sexual Harassment Provisions which is incorporated into this Agreement.

INSURANCE

The Contractor may be required to show additional entities as additionally insured including Harrison Township, Friends of the Riverfront, GAI Consultant, Inc., and Allegheny County.

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project Name:	Natrona Launch Site Improvements
General Description:	The project consists of the construction of a parking lot, sidewalk upgrades, and launch sidewalk scour repairs, as indicated for the Natrona Launch Site Improvement project.
Project Locality	Harrison Township PA
Awarding Agency:	Harrison Township
Contract Award Date:	9/7/2026
Serial Number:	26-06807
Project Classification:	Heavy/Highway
Determination Date:	7/21/2026
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Allegheny County

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-06807 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2024		\$43.40	\$29.51	\$72.91
Asbestos & Insulation Workers	8/1/2025		\$45.10	\$30.31	\$75.41
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	12/1/2025		\$42.00	\$26.59	\$68.59
Bricklayer	6/1/2026		\$42.65	\$26.94	\$69.59
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$41.49	\$19.93	\$61.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2025		\$43.34	\$19.93	\$63.27
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2026		\$42.11	\$23.36	\$65.47
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2027		\$43.26	\$24.35	\$67.61
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2028		\$44.45	\$25.19	\$69.64
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2029		\$45.72	\$26.01	\$71.73
Cement Masons	7/1/2024		\$34.57	\$25.09	\$59.66
Cement Masons	6/1/2025		\$35.52	\$25.64	\$61.16
Cement Masons	6/1/2026		\$36.02	\$26.14	\$62.16
Drywall Finisher	6/1/2025		\$35.16	\$25.98	\$61.14
Drywall Finisher	6/1/2026		\$36.59	\$27.30	\$63.89
Electricians & Telecommunications Installation Technician	12/27/2024		\$50.86	\$32.69	\$83.55
Electricians & Telecommunications Installation Technician	12/26/2025		\$53.11	\$33.72	\$86.83
Elevator Constructor	1/1/2025		\$61.07	\$40.05	\$101.12
Elevator Constructor	1/1/2026		\$63.71	\$40.89	\$104.60
Glazier	9/1/2024		\$37.06	\$31.89	\$68.95
Glazier	9/1/2025		\$38.70	\$33.75	\$72.45
Iron Workers	6/1/2025		\$41.50	\$37.36	\$78.86
Iron Workers	6/1/2026		\$43.50	\$37.91	\$81.41
Laborers (Class 01 - See notes)	1/1/2025		\$27.32	\$19.96	\$47.28
Laborers (Class 01 - See notes)	1/1/2026		\$27.82	\$20.46	\$48.28
Laborers (Class 02 - See notes)	1/1/2025		\$27.47	\$19.96	\$47.43
Laborers (Class 02 - See notes)	1/1/2026		\$27.97	\$20.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2025		\$30.47	\$19.96	\$50.43
Laborers (Class 03 - See notes)	1/1/2026		\$30.97	\$20.46	\$51.43
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-06807 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 01 - see notes)	6/1/2024		\$41.69	\$24.39	\$66.08
Operators (Class 01 - see notes)	6/1/2025		\$42.72	\$24.79	\$67.51
Operators (Class 01 - see notes)	6/1/2026		\$43.74	\$25.29	\$69.03
Operators (Class 02 -see notes)	6/1/2024		\$35.62	\$24.39	\$60.01
Operators (Class 02 -see notes)	6/1/2025		\$36.67	\$24.79	\$61.46
Operators (Class 02 -see notes)	6/1/2026		\$37.67	\$25.29	\$62.96
Operators (Class 03 - See notes)	6/1/2024		\$32.83	\$24.39	\$57.22
Operators (Class 03 - See notes)	6/1/2025		\$33.88	\$24.79	\$58.67
Operators (Class 03 - See notes)	6/1/2026		\$34.88	\$25.29	\$60.17
Painters Class 6 (see notes)	6/1/2025		\$34.16	\$25.81	\$59.97
Painters Class 6 (see notes)	6/1/2026		\$35.26	\$26.51	\$61.77
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	6/1/2024		\$33.14	\$21.04	\$54.18
Plasterers	6/1/2026		\$34.59	\$22.59	\$57.18
plumber	6/1/2025		\$54.95	\$25.87	\$80.82
plumber	6/1/2026		\$58.05	\$25.87	\$83.92
plumber	6/1/2027		\$61.15	\$25.87	\$87.02
Pointers, Caulkers, Cleaners	12/1/2025		\$41.50	\$22.50	\$64.00
Pointers, Caulkers, Cleaners	6/1/2026		\$42.20	\$22.80	\$65.00
Roofers	12/1/2025		\$41.21	\$21.46	\$62.67
Roofers	6/1/2026		\$42.00	\$23.17	\$65.17
Sheet Metal Workers	7/1/2025		\$45.00	\$35.16	\$80.16
Sheet Metal Workers	7/1/2026		\$46.75	\$36.61	\$83.36
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sign Makers and Hangars	7/15/2026		\$36.38	\$25.01	\$61.39
Sprinklerfitters	1/1/2026		\$46.14	\$28.30	\$74.44
Sprinklerfitters	7/1/2026		\$48.64	\$28.30	\$76.94
Steamfitters	6/1/2025		\$50.20	\$31.02	\$81.22
Steamfitters	6/1/2026		\$53.05	\$31.27	\$84.32
Stone Masons	12/1/2025		\$44.10	\$25.22	\$69.32
Stone Masons	6/1/2026		\$44.70	\$25.62	\$70.32
Terrazzo Finisher	12/1/2025		\$42.75	\$19.51	\$62.26
Terrazzo Finisher	6/1/2026		\$43.82	\$19.94	\$63.76
Terrazzo Mechanics	12/1/2025		\$42.15	\$21.76	\$63.91
Terrazzo Mechanics	6/1/2026		\$43.22	\$22.19	\$65.41
Tile Finisher	12/1/2025		\$33.99	\$18.71	\$52.70
Tile Finisher	6/1/2026		\$34.82	\$18.98	\$53.80
Tile Setter	12/1/2025		\$40.80	\$23.25	\$64.05
Tile Setter	6/1/2026		\$41.66	\$23.49	\$65.15
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 26-06807 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-06807 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2025		\$41.35	\$22.09	\$63.44
Carpenter	1/1/2026		\$42.60	\$22.84	\$65.44
Carpenter Welder	1/1/2025		\$42.85	\$22.09	\$64.94
Carpenter Welder	1/1/2026		\$44.10	\$22.84	\$66.94
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Electric Lineman	6/2/2025		\$57.10	\$31.63	\$88.73
Electricians & Telecommunications Installation Technician	12/27/2024		\$51.76	\$31.80	\$83.56
Electricians & Telecommunications Installation Technician	12/26/2025		\$54.16	\$32.69	\$86.85
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2025		\$41.50	\$37.36	\$78.86
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2026		\$43.50	\$37.91	\$81.41
Laborers (Class 01 - See notes)	1/1/2025		\$33.70	\$26.00	\$59.70
Laborers (Class 01 - See notes)	1/1/2026		\$34.70	\$27.00	\$61.70
Laborers (Class 02 - See notes)	1/1/2025		\$33.86	\$26.00	\$59.86
Laborers (Class 02 - See notes)	1/1/2026		\$34.86	\$27.00	\$61.86
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 07 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 08 - See notes)	1/1/2025		\$36.20	\$26.00	\$62.20
Laborers (Class 08 - See notes)	1/1/2026		\$37.20	\$27.00	\$64.20
Millwright	6/1/2024		\$47.59	\$23.72	\$71.31
Millwright	6/1/2025		\$49.72	\$23.72	\$73.44
Operators (Class 01 - see notes)	1/1/2025		\$40.39	\$24.23	\$64.62
Operators (Class 01 - see notes)	1/1/2026		\$41.96	\$24.66	\$66.62
Operators (Class 02 -see notes)	1/1/2025		\$40.13	\$24.23	\$64.36
Operators (Class 02 -see notes)	1/1/2026		\$41.70	\$24.66	\$66.36
Operators (Class 03 - See notes)	1/1/2025		\$36.48	\$24.23	\$60.71
Operators (Class 03 - See notes)	1/1/2026		\$38.05	\$24.66	\$62.71
Operators (Class 04 - See notes)	1/1/2025		\$36.02	\$24.23	\$60.25
Operators (Class 04 - See notes)	1/1/2026		\$37.59	\$24.66	\$62.25
Operators (Class 05 - See notes)	1/1/2025		\$35.77	\$24.23	\$60.00

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-06807 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 05 - See notes)	1/1/2026		\$37.34	\$24.66	\$62.00
Operators Class 1-A	1/1/2025		\$43.39	\$24.23	\$67.62
Operators Class 1-A	1/1/2026		\$44.96	\$24.66	\$69.62
Operators Class 1-B	1/1/2025		\$42.39	\$24.23	\$66.62
Operators Class 1-B	1/1/2026		\$43.96	\$24.66	\$68.62
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2025		\$40.36	\$25.81	\$66.17
Painters Class 2 (see notes)	6/1/2026		\$41.66	\$26.51	\$68.17
Painters Class 3 (see notes)	6/1/2025		\$43.68	\$25.81	\$69.49
Painters Class 3 (see notes)	6/1/2026		\$45.08	\$26.51	\$71.59
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41

Construction Plans

CONSTRUCTION DOCUMENTATION FOR NATRONA LAUNCH SITE IMPROVEMENTS LOCATED IN HARRISON TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA

SHEET LIST TABLE		
Sheet Number	Page Number	Sheet Title
1	001	COVER SHEET
2	100	EXISTING CONDITIONS PLAN
3	101	DEMOLITION PLAN
4	200	LAYOUT PLAN
5	201	LAYOUT PLAN
6	800	SITE DETAILS
7	801	SITE DETAILS
8	802	SITE DETAILS

LIST OF PUBLIC UTILITIES

PA ONE CALL SYSTEM INC. PHONE NO. 1-800-242-1776,
THE PA ONE CALL NOTIFICATION PERFORMED DURING PROJECT DEVELOPMENT IS
SERIAL NO. 20260851356 ON MARCH 26, 2026 FOR HARRISON TOWNSHIP

PEOPLES NATURAL GAS COMPANY LLC
375 NORTH SHORE DRIVE
PITTSBURGH, PA 15212
CONTACT: TODD COEN
PHONE: 412-258-4415
EMAIL: TODD.COEN@PEOPLES-GAS.COM

— T — VERIZON PENNSYLVANIA LLC
CONTACT: OFFICE PERSONNEL
EMAIL: 1CALL-VERIZON-PADE@VERIZON.COM

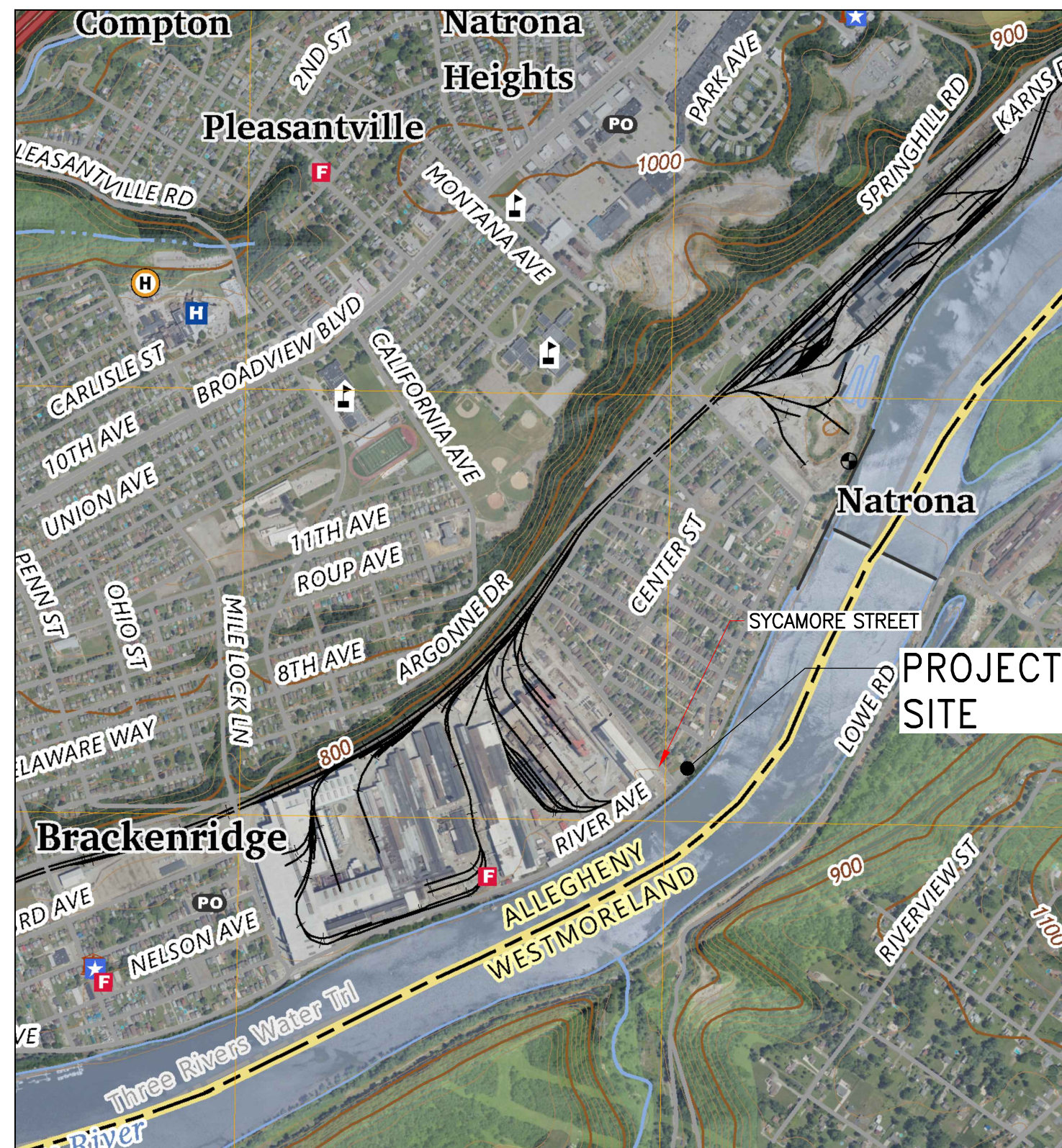
— E — PENNSYLVANIA ELECTRIC COMPANY
341 WHITE POND DRIVE
AKRON, OH 44320
CONTACT: MELLYSSA ADAMS
PHONE: 330-252-4013
EMAIL: MADAMS@FIRSTENERGYCORP.COM

ALLEGHENY COUNTY PUBLIC WORKS
542 FORBES AVENUE
PITTSBURGH, PA 15219
CONTACT: JENNIFER MANCE
PHONE: 412-715-4951
EMAIL: JENNIFER.MANCE@ALLEGHENYCOUNTY.US

— S —
UPPER ALLEGHENY JT SANITARY AUTHORITY
320 FOURTH AVENUE
PO BOX 431
TARENTUM, PA 15084
CONTACT: TIMOTHY KUHN
PHONE: 724-224-2245
EMAIL: TKUHN@UAJSA.COM

_____ S _____ HARRISON TOWNSHIP PUBLIC WORKS
MUNICIPAL DRIVE
NATRONA HEIGHTS, PA 15065
CONTACT: RANDY MARTINKA
PHONE: 724-224-5540
EMAIL: RMARTINKA@HARRISONTWP-PA.GOV

_____ W _____ HARRISON TOWNSHIP WATER AUTHORITY
11 ACEE DRIVE
NATRONA HEIGHTS, PA 15065-9700
CONTACT: NICHOLAS L. COLLEDGE
PHONE: 724-226-2500 EXT. 202
EMAIL: NICKC@HARRISONTWPWATER.COM

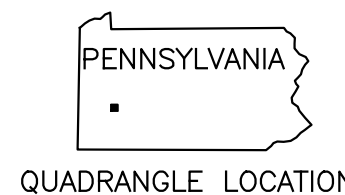


MAP REFERENCE:

NEW KENSINGTON EAST USGS
7.5' QUADRANGLES
NATRONA, ALLEGHENY COUNTY, PA

U.S.G.S. 7.5 MINUTE SERIES
(TOPOGRAPHIC)

LOCATION MAP



QUADRANGLE LOCATION

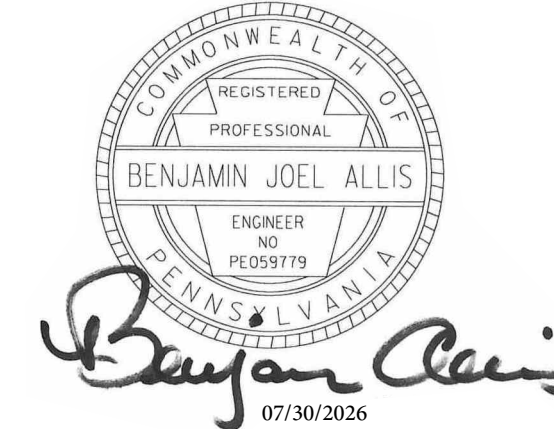
OWNER:

HARRISON TOWNSHIP
1 MUNICIPAL DRIVE,
NATRONA HEIGHTS, PA 15065
CONTACT: AMY ROCKWELL
EMAIL: AROCKWELL@HARRISONTWP-PA.GOV

ENGINEER:

GAJ CONSULTANTS
385 E. WATERFRONT DRIVE
HOMESTEAD, PA 16066
CONTACT: BEN ALLIS
PHONE: 412.508.5638
EMAIL: B.ALLIS@GAJCONSULTANTS.COM

PROFESSIONAL SEALS



CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE - STOP CALL PENNSYLVANIA ONE CALL SYSTEM, INC.



1-800-242-1776

PENNSYLVANIA ACT 187 (1996) REQUIRES NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE COMMONWEALTH, CALL PENNSYLVANIA ONE CALL SYSTEM, INC. AT 1-800-242-1776 BEFORE ANY DISTURBANCE. PENNSYLVANIA ONE CALL SERIAL NUMBER FOR INFORMATION SHOWN ON DRAWINGS IS: 20191693076.

[illegible]

DRAWING TITLE			
COVER SHEET			
PROJECT	CLIENT		
NATRONA LAUNCH RIVER STREET NATRONA, PA 15065	HARRISON TOWNSHIP 1 MUNICIPAL DRIVE NATRONA HEIGHTS, PA 15065		
ISSUING OFFICE: Cranberry Cranberry Woods Drive, Suite 250, Cranberry Township, PA 15066			
ON CAD FILE PATH: Z:\3032A\30245451.00 - Natrona_Traithead\3040\3040A\Production_Drawing\30245451-00-1000-000-ES-000.dwg - PLOTTED ON: 4/1/2024 10:00 AM			

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DRAWN BY:	CHECKED BY:	APPROVED BY:
CARPERG	BURNSJ	YOSTJ
DWG TYPE:	SCALE:	ISSUE DATE:
	AS SHOWN	04/10/2026

SHEET NO.:	REVISION
1 OF 8	

GAI FILE NUMBER:

R245451-00-000-000-E-000

ALT./CLIENT DRAWING NUMBER:

GAI DRAWING NUMBER:

001

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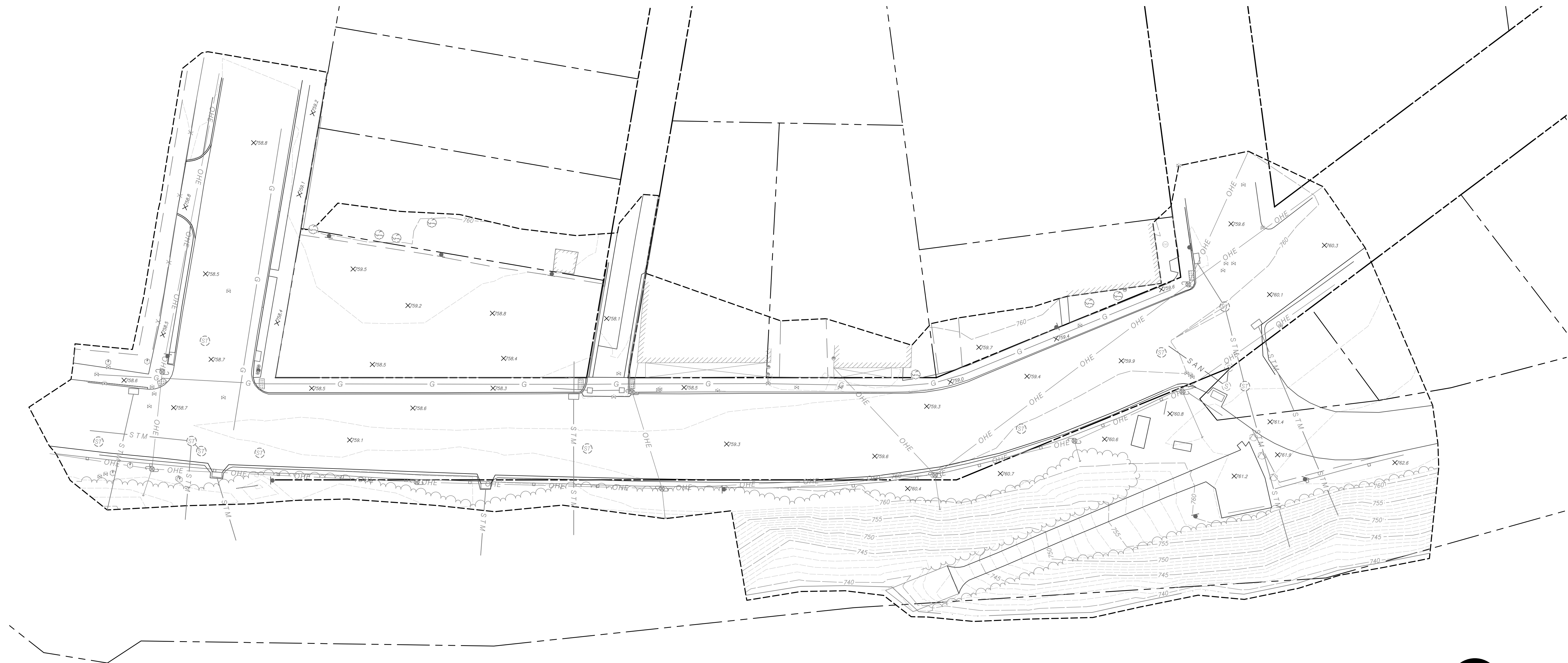
2026 2:34:22 PM PLOTTED BY: Graecyn E. Carper PLOT FILE: Galsib

1. TOPOGRAPHICAL INFORMATION IS BASED ON A FIELD SURVEY PERFORMED BY GAI CONSULTANTS MAY 29, 2025.
2. PLAN NORTH IS BASED ON PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH ZONE, US SURVEY FEET.
3. SELECTED COORDINATE SYSTEM CODE: PA83-SF
4. VERTICAL DATUM IS BASED ON NAVD88 (GEOID 18).
5. CONTOURS ARE IN ONE (1) FOOT INTERVALS.
6. UNDERGROUND UTILITIES ARE SHOWN BASED ON SURFACE FEATURES, MARKED PA-811 MARKINGS AND AVAILABLE MAPPING AND MAY NOT BE COMPLETE AND/OR ACCURATE.

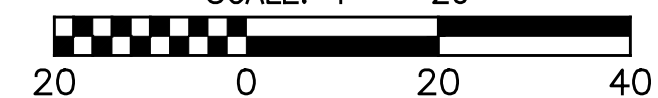
-----800-----	MAJOR CONTOUR
-----	MINOR CONTOUR
=====	PARCEL LINE
=====	ROAD RIGHT-OF-WAY
=====	ASPHALT ROAD EDGE
=====	EDGE OF CONCRETE
=====	EDGE OF GRAVEL
=====	CURB
=====	GUIDE RAIL
-----X-----	FENCE
-----OHE-----	OVERHEAD ELECTRIC
-----	GAS LINE
-----	GUY WIRE W/ ANCHOR
-----S A N-----	SANITARY PIPE
-----S T M-----	STORM WATER PIPE
=====	EDGE OF WATER
=====	STRUCTURE

- UTILITY POLE
- BOLLARD
- SIGN
- CLEANOUT
- GAS METER
- GAS TEST STATION
- GAS VALVE
- WATER VALVE
- STORM MANHOLE
- SANITARY MANHOLE
- ROCK
- SHRUB
- INLET
- ADA WARNING PAD
- SPOT ELEVATION

CONC. CONCRETE
EL. ELEVATION
HDPE HIGH-DENSITY POLYETHYLENE PIPE
INV. INVERT
MEG. MATCH EXISTING GRADE



SCALE: 1" = 20'



DRAWING TITLE		
EXISTING CONDITIONS PLAN		
PROJECT	CLIENT	
NATRONA LAUNCH RIVER STREET NATRONA, PA, 15065	 HARRISON TOWNSHIP 1 MUNICIPAL DRIVE NATRONA HEIGHTS, PA 15065 gai consultants	

DRAWN BY:	CHECKED BY:	APPROVED BY:
CARPERG	BURNSJ	YOSTJ
DWG TYPE:	SCALE:	ISSUE DATE:
	AS SHOWN	04/10/2026

SHEET NO.:	REVISION
2 OF 8	

GAI FILE NUMBER:	
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ALT./CLIENT DRAWING NUMBER:	

GAI DRAWING NUMBER:
100

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1/10/2026 12:32:56 PM PLOTTED BY: Graelyn E. Carpenter PLOT FILE: Gal.stb

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1/10/2026 12:32:56 PM PLOTTED BY: Graelyn E. Carpenter PLOT FILE: Gal.stb

1. CONTRACTOR SHALL CALL PENNSYLVANIA ONE CALL SYSTEM, INC. (PA811) BEFORE DIGGING (1.800.242.1776).
2. CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION OF ALL DEMOLITION OF EXISTING UTILITIES WITH APPROPRIATE UTILITY COMPANY. REMOVE/ABANDON EXISTING UTILITIES/SERVICES/SITE FEATURES AS INDICATED.
3. CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATING ALL EXISTING UTILITIES WITHIN THE PROJECT AREA. EXISTING APPURTENANCES TEMPORARILY IMPACTED SUCH AS UTILITY POLES, VALVE BOXES, ETC., ARE TO BE STORED BY THE CONTRACTOR DURING CONSTRUCTION. PROTECT UTILITIES AND APPURTENANCES AS SPECIFIED.
4. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES FOR REMOVAL, ADJUSTMENTS, AND CAPPING OF UTILITY LINES AND METERS. CONTRACTOR IS RESPONSIBLE FOR MATERIALS, FITTINGS, AND LABOR REQUIRED FOR THE REMOVAL ADJUSTMENTS, AND CAPPING OF THE UTILITY LINES.
5. UTILITIES TO ADJACENT PROPERTIES SHALL NOT BE INTERRUPTED DURING DEMOLITION ACTIVITIES, UNLESS APPROVED BY OWNER.
6. ALL ASPHALT AND CONCRETE EDGES OF AREAS DESIGNATED FOR DEMOLITION ARE TO BE SAWCUT AT THE IN LOCATIONS.
7. CONTRACTOR IS SOLELY RESPONSIBLE FOR SECURING SITE DAILY, PLACE SIGNAGE AND BARRICADES AT CONSTRUCTION ENTRANCES AND IN OPEN DITCHES OR ANY UNFINISHED CONSTRUCTION THAT MAY BE HAZARDOUS TO PEDESTRIANS OR VEHICLES.
8. CONTRACTOR SHALL DISPOSE OF ALL DEMOLISHED MATERIAL IN ACCORDANCE WITH ALL APPLICABLE LOCAL AND STATE LAWS. PROVIDE OWNER PROOF OF LEGAL DISPOSAL. DEMOLISHED ASPHALT AND CONCRETE SHALL NOT BE REUSED ON SITE.

9. ALL DISTURBED AREAS WILL BE PROTECTED DOWN GRADIENT WITH ENGINEER APPROVED BMP'S AT ALL TIMES DURING DEMOLITION/CONSTRUCTION.
10. ALL TRUCKS HAULING DEMOLITION MATERIAL SHALL BE COVERED WITH A TARP OR OTHERWISE COVERED PRIOR TO LEAVING THE SITE.
11. ADJACENT PAVEMENT AND PROJECT PERIMETER SHALL BE PATROLED DAILY BY THE CONTRACTOR FOR STRAY SOIL DEBRIS AND CLEANED IMMEDIATELY.
12. DEMOLISHED MATERIAL NOT DESIGNATED FOR SALVAGE OR FOR RE-INSTALLATION SHALL BECOME PROPERTY OF THE CONTRACTOR.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ANY DEMOLITION QUANTITIES ON THE PLAN.
14. CONTRACTOR IS SOLELY RESPONSIBLE FOR DAMAGE TO EXISTING ROADS DURING DEMOLITION AND CONSTRUCTION. IF DAMAGE IS SUSTAINED, CONTRACTOR MUST REPLACE AS NEW.
15. CONTRACTOR TO AVOID DISTURBANCE OF EXISTING VEGETATION.

(A)	FULL DEPTH ASPHALT TO BE REMOVED
(B)	CONCRETE SIDEWALK TO BE REMOVED
(C)	CONCRETE CURB TO BE REMOVED
(D)	SALVAGE EXIST. BENCH FOR REUSE SEE DRAWING 200
(E)	"NO PARKING" SIGNS TO BE REMOVED
(F)	GUIDERAIL TO BE REMOVED

 DEMOLITION ITEMS AS NOTED

 LIMITS OF DISTURBANCE (LOD)

 ASPHALT DEMOLITION LIMITS AS NOTED

 CONCRETE DEMOLITION LIMITS AS NOTED

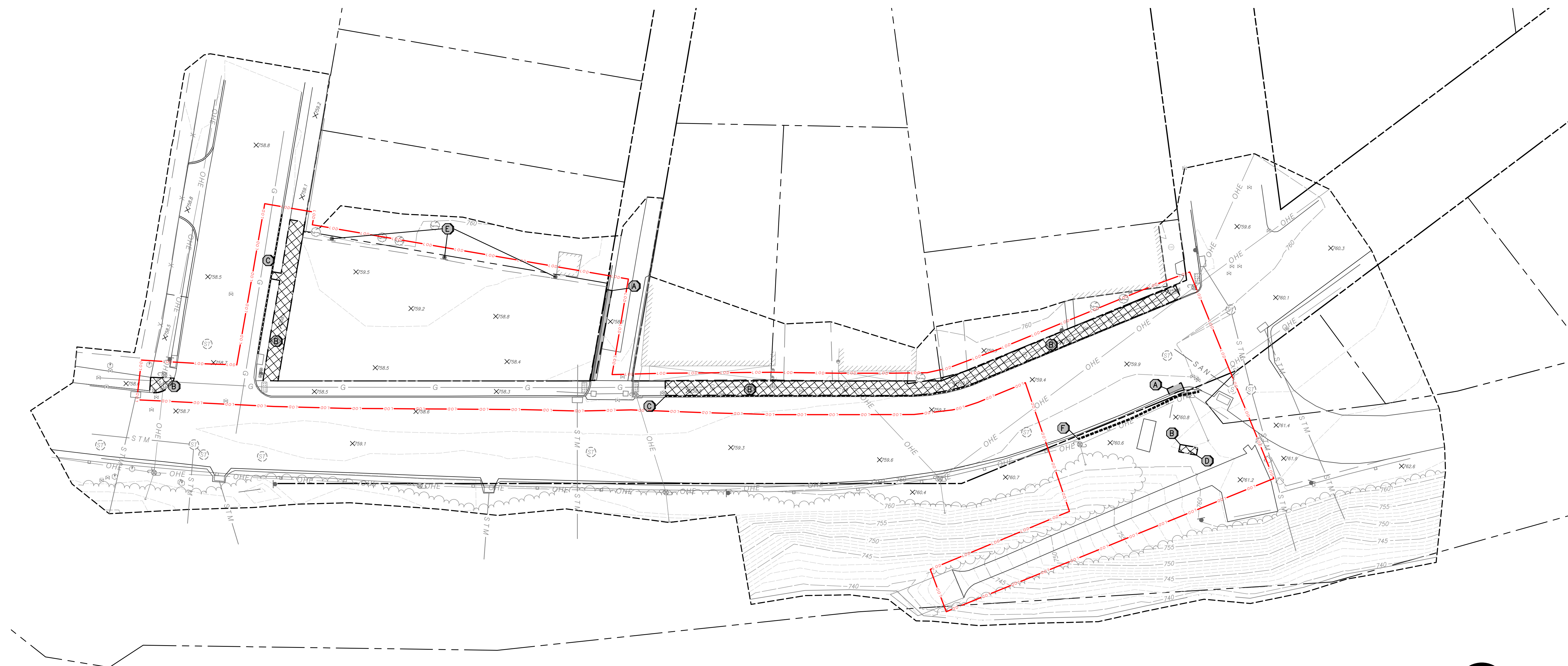
 CONCRETE CURB DEMOLITION LIMITS AS NOTED

 GUIDERAIL DEMOLITION LIMITS AS NOTED

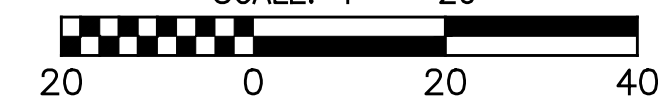
----- 800 -----	MAJOR CONTOUR
-----	MINOR CONTOUR
=====	PARCEL LINE
=====	ROAD RIGHT-OF-WAY
=====	ASPHALT ROAD EDGE
=====	EDGE OF CONCRETE
=====	EDGE OF GRAVEL
=====	CURB
----- <i>n</i> -----	GUIDE RAIL
----- <i>X</i> -----	FENCE
----- <i>OHE</i> -----	OVERHEAD ELECTRIC
-----	GAS LINE
← -----	GUY WIRE W/ ANCHOR
----- <i>SAN</i> -----	SANITARY PIPE
----- <i>STM</i> -----	STORM WATER PIPE
-----	EDGE OF WATER
//////	STRUCTURE

- UTILITY POLE
- BOLLARD
- SIGN
- CLEANOUT
- GAS METER
- GAS TEST STATION
- GAS VALVE
- WATER VALVE
- STORM MANHOLE
- SANITARY MANHOLE
- ROCK
- SHRUB
- INLET
- ADA WARNING PAD
- SPOT ELEVATION

CONC.	CONCRETE
EL.	ELEVATION
HDPE	HIGH-DENSITY POLYETHYLENE PIPE
INV.	INVERT
MEG.	MATCH EXISTING GRADE



SCALE: 1" = 20'



DRAWING TITLE			
DEMOLITION PLAN			
PROJECT	 gai consultants		CIENT
NATRONA LAUNCH RIVER STREET NATRONA, PA 15065		HARRISON TOWNSHIP 1 MUNICIPAL DRIVE NATRONA HEIGHTS, PA 15065	
ISSUING OFFICE: Cranberry Cranberry Woods Drive, Suite 250, Cranberry Township, PA 16006 GAI CAD FILE PATH: Z:\2024\240454551.00 - Natrona_Traffic\2404\GAO\Production_Drawing\240454551-00-0000-00-00.dwg - PLOTTED: ON: 4/			

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CARPERG	BURNSJ	YOSTJ
DWG TYPE:	SCALE:	ISSUE DATE:
	AS SHOWN	04/10/2026

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3 OF 8	

GAI FILE NUMBER:	
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GAI DRAWING NUMBER:

101

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REVISION RECORD

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U/2026, 12:30:06 PM PLOTTED BY: Gaoctyan, E. Carner PLOT FILE: Gd1.sib

NATRONA, PA 15065	gar consultants	NATRONA HEIGHTS, PA 15065
ISSUING OFFICE: Cranberry Cranberry Woods Drive, Suite 250, Cranberry Township, PA 16066		

GA CAD FILE PATH: Z:\2024\8245451_00 - Natrona Trailhead\CAD\ACAD Production Drawings\8245451-00-000-000-110.dwg PLOTTED ON:

GENERAL NOTES:

1. PROTECT ALL WATER METERS, WATER VALVE BOXES, FIRE HYDRANTS, GAS CURB BOXES, MANHOLES, UTILITY POLES, AND OTHER UTILITY RELATED ELEMENTS WITHIN THE EXISTING AREA OF CONSTRUCTION. RAISE OR LOWER UTILITY ELEMENTS TO ACCOMMODATE THE NEW FINISHED GRADES.
2. PROTECT EXISTING STORM SEWER INLETS & MANHOLES. REMOVE ONLY PORTIONS OF THE INLET WALLS NECESSARY FOR THE PROPOSED MODIFICATIONS. SAWCUT TO AVOID DAMAGE TO REMAINING INLET STRUCTURE. SAVE EXISTING MANHOLE COVERS AND FRAMES FOR REUSE. PROTECT EXISTING STORM DRAIN PIPES.
3. CONTRACTOR IS RESPONSIBLE FOR LOCATION AND COORDINATION OF ALL BELOW & ABOVE GROUND UTILITIES.
4. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND CONDITIONS. REPORT ANY CONCEALED DETERIORATED MATERIALS OR CONDITIONS THAT AFFECT NEW WORK AS INDICATED. DURING DEMOLITION WORK, DO NOT REMOVE MATERIALS, FINISHES, OR ARCHITECTURAL FEATURES THAT APPEAR TO BE ORIGINAL WITHOUT FIRST CONSULTING THE PROJECT LANDSCAPE ARCHITECT.
5. CONTRACTOR TO MAINTAIN POSITIVE DRAINAGE TO ALL DRAINAGE STRUCTURES.
6. FIELD VERIFY ALL ELEVATIONS FOR POSITIVE DRAINAGE.
7. MAXIMUM RUNNING SLOPE ON SIDEWALKS SHALL BE LESS THAN 5%. SIDEWALKS WERE DESIGNED TO MATCH THE EXISTING ROAD GRADE. MAKE ADJUSTMENTS AS NECESSARY TO MAINTAIN A CONSISTENT SLOPE AND CURB HEIGHT ALONG ROADWAYS.
8. SIDEWALK REPLACEMENTS TO MATCH EXISTING GRADES UNLESS OTHERWISE NOTED.
9. MAXIMUM CROSS SLOPE ON SIDEWALKS SHALL BE LESS THAN 2%.
10. CONTRACTOR IS RESPONSIBLE FOR ASPHALT PATCH ADJACENT TO SIDEWALK AND CURB INSTALLATION.
11. CONTRACTOR TO REFER TO "NATRONA TRAILS SCHEMATIC DESIGNS AND LOCATION PLAN" FOR ALL SIGNAGE AND WAYFINDING SPECIFICATIONS.

FINISH SCHEDULE						
TAG	MATERIAL	COLOR	MODEL / FINISH	SOURCE	NOTES	DETAILS
PAVING						
P1	SIDEWALK TYPICAL	NATURAL GREY	MEDIUM BROOM	COMMONWEALTH OF PENNSYLVANIA DEPT. OF TRANSPORTATION	SEE SHEET RC-67M	SHEET 1
P2	TYPE 3A DRIVEWAY APRON	NATURAL GREY	MEDIUM BROOM	COMMONWEALTH OF PENNSYLVANIA DEPT. OF TRANSPORTATION	SEE SHEET RC-67M	SHEET 12
P3	STANDARD DUTY ASPHALT PAVEMENT					7 / 801
P4	ROCK CLASS B-6 CHOKEW/ WITH ROCK CLASS B-6	NATURAL			GRAVEL TO BE WASHED AND FREE OF DUST	5 / 802
P5	DETECTABLE WARNING SURFACE	RED	EMBEDDED	COMMONWEALTH OF PENNSYLVANIA DEPT. OF TRANSPORTATION	SEE SHEET RC-67M	SHEET 9
P6	CROSSWALK STRIPING	WHITE	PREFORMED THERMOPLASTIC		REFERENCE PENNDOT STANDARDS FOR APPROPRIATE COLORS	1 / 802
P7	PAVEMENT STRIPING	WHITE / YELLOW / BLUE	PREFORMED THERMOPLASTIC		REFERENCE PENNDOT STANDARDS FOR APPROPRIATE COLORS	9 / 801
P8	STOP BAR	WHITE	PREFORMED THERMOPLASTIC		REFERENCE PENNDOT STANDARDS FOR APPROPRIATE COLORS	2 / 802
SITE FURNISHINGS						
SF1	EXIST. BENCH TO BE RELOCATED	BLACK			CONTRACTOR TO MOUNT PER PRODUCT SPECIFICATION	
SF2	CONCRETE WHEEL STOPS	NATURAL GREY				8 / 801
CURBS, WALLS, AND STAIRS						
C1	PLAIN CEMENT CONCRETE CURB	NATURAL GREY		COMMONWEALTH OF PENNSYLVANIA DEPT. OF TRANSPORTATION	SEE SHEET RC-64M	SHEET 1
C2	PLAIN CEMENT CONCRETE CURB (FLUSH WITH PAVEMENT)	NATURAL GREY		COMMONWEALTH OF PENNSYLVANIA DEPT. OF TRANSPORTATION	SEE SHEET RC-64M	SHEET 1
C3	DEPRESSED CURB FOR DRIVEWAYS	NATURAL GREY		COMMONWEALTH OF PENNSYLVANIA DEPT. OF TRANSPORTATION	SEE SHEET RC-64M	SHEET 1
C4	PLAIN CEMENT CONCRETE CURB GUTTER	NATURAL GREY		COMMONWEALTH OF PENNSYLVANIA DEPT. OF TRANSPORTATION	SEE SHEET RC-64M	SHEET 1
C5	TYPE 1A CURB RAMP			COMMONWEALTH OF PENNSYLVANIA DEPT. OF TRANSPORTATION	SEE SHEET RC-67M	SHEET 2
C6	TYPE 2 CURB RAMP			COMMONWEALTH OF PENNSYLVANIA DEPT. OF TRANSPORTATION	SEE SHEET RC-67M	SHEET 3
C7	TYPE 4 A (PARALLEL) WITH ALTERNATE GRADE FLARE			COMMONWEALTH OF PENNSYLVANIA DEPT. OF TRANSPORTATION	SEE SHEET RC-64M	SHEET 4
SIGNAGE AND GUIDE RAIL						
S1	ADA PARKING SIGN					4 / 802
S2	TYPE 31 STRONG POST END TREATMENT				SEE SHEET RC-51 M	SHEET 18
LANDSCAPE						
LS1	TREE PLANTING					1 / 800

-HATCH LEGEND-	
	ASPHALT
	HEAVY DUTY CONCRETE
	STANDARD CONCRETE
	RIP RAP
	GRASS SEED MIX

LEGEND

	MAJOR CONTOUR
	MINOR CONTOUR
	PARCEL LINE
	ROAD RIGHT-OF-WAY
	ASPHALT ROAD EDGE
	EDGE OF CONCRETE
	EDGE OF GRAVEL
	CURB
	GUIDE RAIL
	FENCE
	OVERHEAD ELECTRIC
	GAS LINE
	GUY WIRE W/ ANCHOR
	SANITARY PIPE
	STORM WATER PIPE
	EDGE OF WATER
	STRUCTURE

SYMBOLS

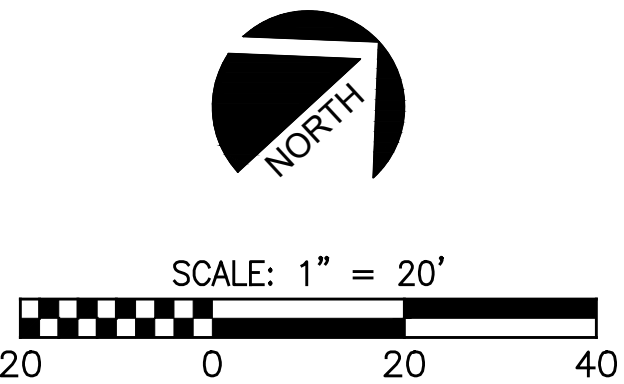
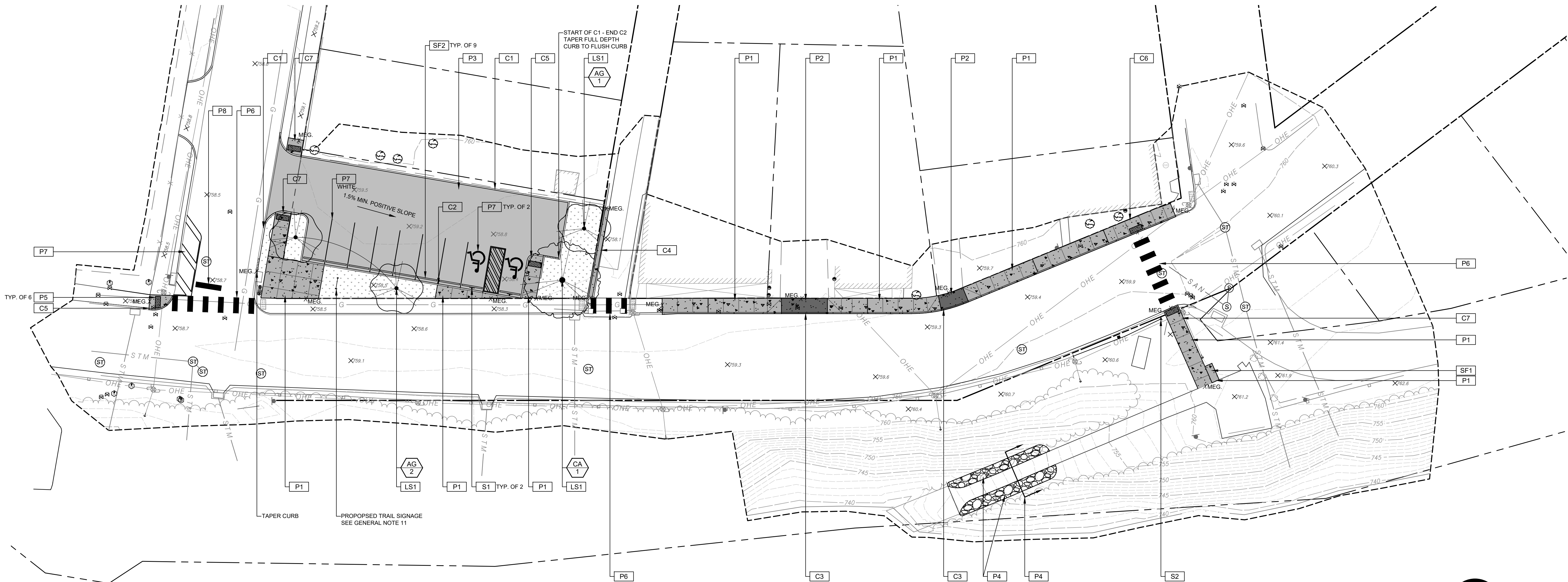
	UTILITY POLE
	BOLLARD
	SIGN
	CLEANOUT
	GAS METER
	GAS TEST STATION
	GAS VALVE
	WATER VALVE
	STORM MANHOLE
	SANITARY MANHOLE
	ROCK
	SHRUB
	INLET
	ADA WARNING PAD
	SPOT ELEVATION

ABBREVIATIONS

CONC.	CONCRETE
EL.	ELEVATION
HOPE	HIGH-DENSITY POLYETHYLENE PIPE
INC.	INVERT
MEG.	MATCH EXISTING GRADE

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	REMARKS
TREES					
	AG	3	ACER GRiseum / PAPERBARK MAPLE	2.00' BB	
	CA	1	CARPINUS CAROLINIANA / AMERICAN HORNBEAM	2.00' BB	
GRASS SEED					
			ERNST SEED MIX - 5311 CONSERVATION MIX (ERNMX-114)		SEED ALL DISTURBED AREAS



DRAWING TITLE	
CLIENT	HARRISON TOWNSHIP 1 MUNICIPAL DRIVE NATRONA HEIGHTS, PA 15065
PROJECT	NATRONA LAUNCH RIVER STREET NATRONA, PA 15065

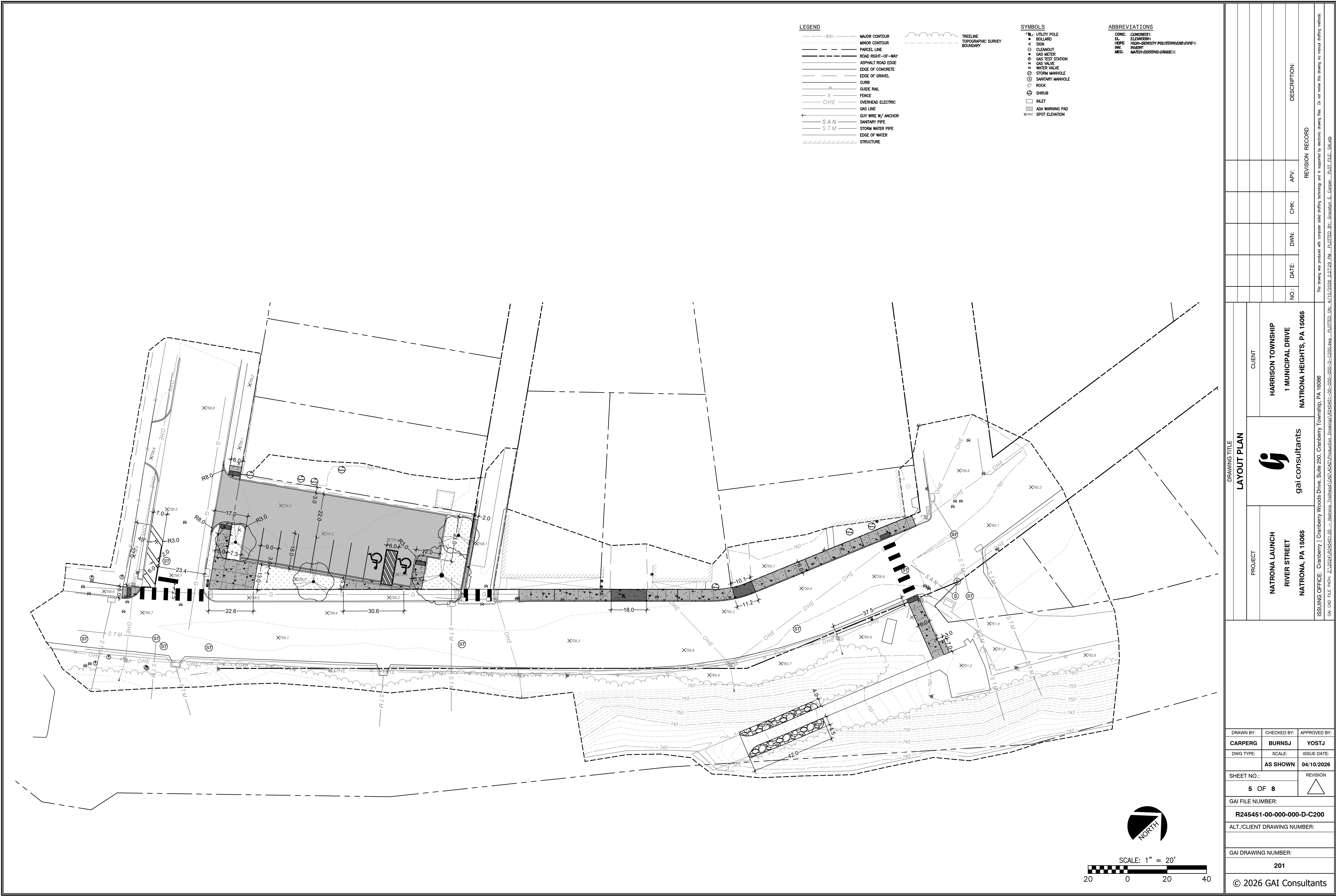
DRAWN BY:	CARRPERG	CHECKED BY:	BURNSJ	APPROVED BY:	YOSTJ
DWG TYPE:	AS SHOWN	SCALE:	04/10/2026	ISSUE DATE:	

SHEET NO.:	4 OF 8	REVISION	
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GAI FILE NUMBER:	R245451-00-000-000-D-C200
ALT./CLIENT DRAWING NUMBER:	
GAI DRAWING NUMBER:	200

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ISSUING OFFICE: Cranberry | Cranberry Woods Drive, Suite 250, Cranberry Township, PA 16006
GAI CAD FILE PATH: Z:\2024\19245451-00 - Natrona Trailhead\GAI\GAI\Production Drawings\R245451-00-000-000-D-C200.dwg - PLOTTED ON: 4/10/2026 2:17:07 PM - PLOTTED BY: G. Cooper - PLOT FILE: GAI.dwg
This drawing was produced with computer aided drafting technology and is supported by electronic drawing files. Do not make file drawings to manual drafting methods.



WARRANTY

- ## MATERIALS

- ## ACCESSORIES

- NOTES:

REMOVE GUYING, TREE WRAP, ETC. AFTER ONE GROWING SEASON

PLAN VIEW OF STAKING



SCALE: $1/2'' = 1'-0''$

PREPARATION

- ## INSTALLATION

- DRAWING TITLE :**
SITE DETAIL :

SITE DETAILS

HARRISON TOWNSHIP
1 MUNICIPAL DRIVE
NATRONA HEIGHTS, PA 15068



**NATRONA LAUNCH
RIVER STREET
NATRONA PA 15065**

ISSUING OFFICE: Cranberry Township, PA 15065	ISSUING OFFICE: Cranberry Woods Drive, Suite 250, Cranberry Township, PA 15065	REVISION RECORD
ON CAD FILE PATH: Z:\32324\3245451.00 - Natrona, Trailhead\CAD\AAD\Production\Drawings\3245451.00-500-500-000-000.dwg PLOTTED ON: 4/10/2008 2:28:29 PM PLOTTED BY: gscaplan E-Counter PLOT FILE: gscaplan		This drawing was produced with computer aided drafting technology and is supported by electronic drawing files. Do not release this drawing via manual drafting methods.

DRAWN BY:		CHECKED BY:		APPROVED BY:	
CARPERG		BURNSJ		YOSTJ	
DWG TYPE:		SCALE:		ISSUE DATE:	
		AS SHOWN		04/10/2026	
SHEET NO. : 6 OF 8				REVISION 	
GAI FILE NUMBER: R245451-00-000-000-D-C800					
ALT./CLIENT DRAWING NUMBER: 					
GAI DRAWING NUMBER: 800					
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-
- 1/2"
- EXPANSION JOINT, SEALANT CAULK TO MATCH ADJACENT PAVEMENT COLOR
- ENLARGEMENT NOT TO SCALE
- CONCRETE PAVING, TYP. (SEE LAYOUT PLANS FOR LOCATIONS AND FINISH)
- 1/2"
- VARIABLE

SCALE: 1" = 1'-0"

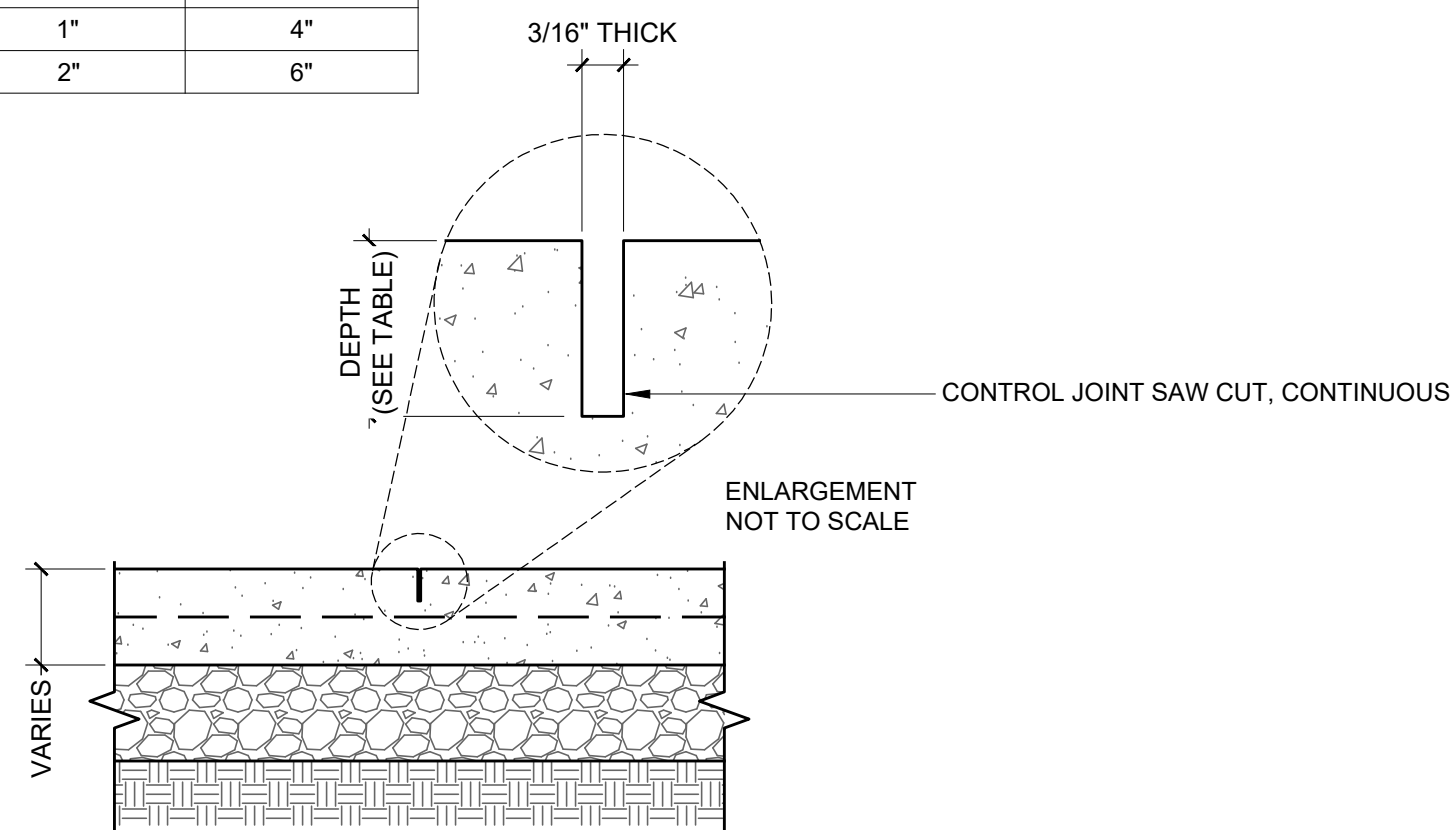
-

SCALE: 1" = 1'-0"

-

SCALE: 1" = 1'-0"

- | SAWCUT DEPTH | SLAB THICKNESS |
|--------------|----------------|
| 1" | 4" |
| 2" | 6" |



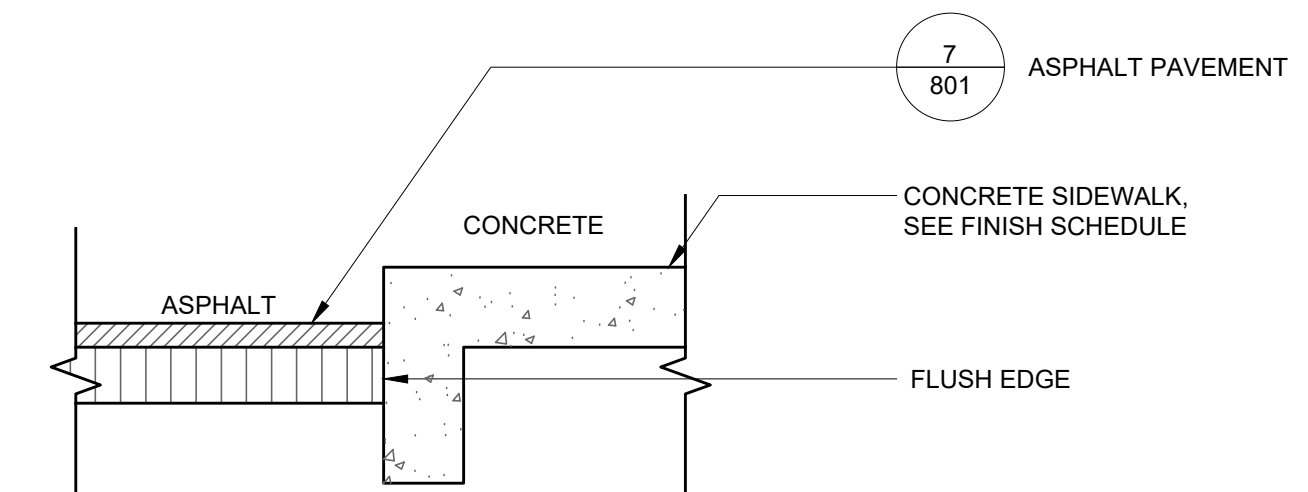
SCALE: 1" = 1'-0"

-

SCALE: 1" = 1'-0"

-
- 8"
- 4"
- PRECAST CONCRETE WHEEL STOP
- ASPHALT PAVEMENT
- #4 REBAR

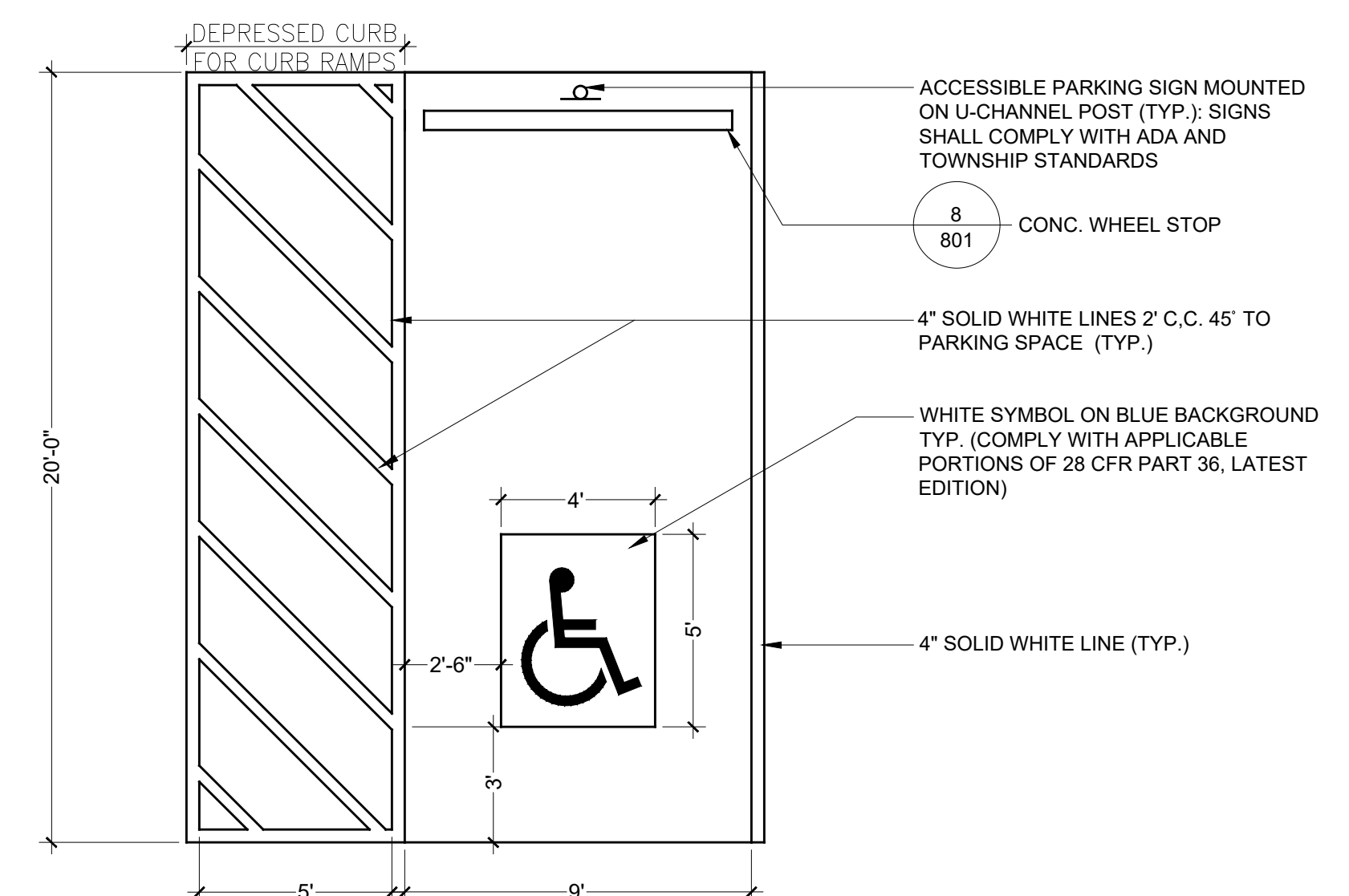
SCALE: 1" = 1'-0"



SCALE: 1" = 1'-0"

-
- LANDSCAPE / LAWN AREAS
- CONCRETE SIDEWALK, SEE FINISH SCHEDULE
- CONCRETE THICKENED EDGE
- SOIL MIX
- 6" 24" 6" 45°

SCALE: 1" = 1'-0"



SCALE: 1" = 1'-0"

This drawing was produced with computer aided drafting technology and is supported by electronic drawing files. Do not revise this drawing via manual drafting methods.
 1/2/2016 2:29:01 PM PLOTTED BY: Gracevyn E. Carper PLOT FILE: GAL.stb

-
- Diagram illustrating the layout of a crosswalk with dimensions and labels:
- Horizontal dimensions: 2'-0" (left section), 4'-0" (middle section), and 2'-0" (right section).
 - Vertical dimension: 8'-0" (left section).
 - Labels:
 - CURB EDGE
 - PREFORMED EXTRUDED THERMOPLASTIC CROSSWALK STRIPING
 - Angles: 6° (indicated at the intersection of the crosswalk striping and the curb edge).
 - Text: "AS SHOWN ON LAYOUT PLANS" (vertical text on the left).

SCALE: $1/2" = 1'-0"$

-
- A diagram of a reserved parking sign. The sign is rectangular with a green border and rounded corners. It features the text "RESERVED PARKING" in green capital letters at the top. Below the text is a blue square containing a white wheelchair symbol. At the bottom of the sign is a green double-headed arrow. The sign is shown with dimensions: a width of 12" and a height of 18".

SCALE: 1" = 1'-0"

-
- Diagram illustrating a preformed extruded thermoplastic stop bar. The bar is shown as a rectangular section with a height of 2'-0" and a width labeled "MATCH WIDTH OF LANE". An arrow points to the bar with the label "PREFORMED EXTRUDED THERMOPLASTIC STOP BAR".

SCALE: 1" = 1'-0"

-
- 4'-0" ± MAX.
- 6"
- 20" ± MAX.
- 14" MIN.
- 38" ± MAX.
- 6"
- 4'-6" ± MAX.
- 15" DEEP MAX.
- 8" DEEP MAX.
- 12" DEEP MAX.
- 15" DEEP MAX.
- EXIST. NATURAL GROUND (TYP.)
- LIMIT OF ROCK CLASS R-5 CHOKED WITH ROCK, CLASS R3 (TYP.)
- LIMIT OF CLASS I EXCAVATION (TYP.)
- FLOWABLE BACKFILL, TYPE B (TYP.)
- EXIST. CONC. RAMP

SCALE: $1/2" = 1'-0"$

-
- 7'-0" IN PEDESTRIAN AREAS 5'-0" IN NON-PEDESTRIAN AREAS
- REGULATORY SIGN AS SHOWN ON PLANS
- 2-3/8" DIA. ALUMINUM POST, PRIME AND PROVIDE (2) COATS OF PAINT. COLOR AS PER OWNER DIRECTION
- +0.0
- 2'-0"
- 3"
- 1'-0"
- 4000 PSI CONCRETE

SCALE: 1" = 1'-0"

DRAWN BY:		CHECKED BY:		APPROVED BY:	
CARPERG		BURNSJ		YOSTJ	
DWG TYPE:		SCALE:		ISSUE DATE:	
		AS SHOWN		04/10/2026	
SHEET NO.:				REVISION 	
8 OF 8					
GAI FILE NUMBER:					
R245451-00-000-000-D-C800					
ALT./CLIENT DRAWING NUMBER:					
GAI DRAWING NUMBER:					
802					
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Construction Specifications

**Provide materials and perform work in accordance with PennDOT, Publication 408/2026,
Change No. 1.**

**[https://www.pa.gov/content/dam/copapwp-
pagov/en/penndot/documents/public/pubsforms/publications/pub_408/pub%20408.pdf](https://www.pa.gov/content/dam/copapwp-pagov/en/penndot/documents/public/pubsforms/publications/pub_408/pub%20408.pdf)**

Sign Design Intent Document



Natrona Launch Design Intent Document

April 2026



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General Specifications

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PART 1 - GENERAL SPECIFICATIONS

1.1 INTENT OF DESIGN DRAWINGS

- A. Details on drawings indicate a design approach for the sign structures, they do not necessarily include the fabrication details needed for the complete structural integrity of the signs. It is the responsibility of the Sign Fabricator to create the complete structural design of the signs and to incorporate all the reasonable safety factors necessary to protect the Client, General Contractor, and GAI Community Solutions Group (CSG) against public liability. The Sign Fabricator is also to be responsible for the detailing and inclusion of all necessary engineering, waterproofing, proper ventilation devices, and internal lighting specifications in their shop drawings.

- B. CSG will review the submitted shop drawings solely for conformance with general design intent, and will in no way be responsible or liable for any results of construction from approved working drawings, material selection, shop drawings, contract documents or any other agreements other than the agreement with the Client authorizing these documents.

1.2 PERFORMANCE INFORMATION AND REQUIREMENTS

- A. All ideas, designs, arrangements, and plans indicated or presented by these drawings were created and developed for use on and in connection with the specified project only. None of such ideas, designs, arrangements or plans can be used in any other project.
- B. Structural Performance: Provide signs and anchorage points capable of withstanding the effects of gravity, wind, snow, and seismic loads and stresses, as indicated in the General Notes of the Structural Drawings determined according to the local building code and authorities having jurisdiction, reference specification section 01 40 00 Quality for Engineer.
 - 1. Deflection of signs and supports in vertical and horizontal direction shall be no greater than 1/360 of clear span or .75-inch (19 mm), whichever is smaller.
- C. Thermal Movements: Provide post and panel signs that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, over stressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- D. Moisture Resistance: Provide signs and supports that are designed to withstand the detrimental effects of moisture, preventing corrosion, rotting, warping, delamination, or other forms of deterioration, as follows:
 - 1. The materials used in the construction of the signs and supports shall be resistant to moisture or adequately protected against it by suitable coatings, sealants, or barriers.
 - 2. All joints, connections, and fasteners shall be designed to prevent water infiltration and to allow for the expansion and contraction of materials due to changes in moisture content.
 - 3. The sign shall be installed with a suitable slope to allow for the drainage of water and prevent ponding or accumulation of moisture on any surface of the sign or support.
- E. Sign lifespan requirements: Provide the following minimum requirements:
 - 1. UV resistance: The sign should have a UV resistance rating of at least 7, as measured by the Xenon-Arc test (ASTM G155 or equivalent).
 - 2. Lifespan: The sign should have a minimum lifespan of 5 years under normal outdoor conditions, as determined by the accelerated weathering test (ASTM G155 or equivalent).
 - 3. Color retention: The sign should maintain its original color and appearance for the duration of its lifespan under normal outdoor conditions, with no significant fading or discoloration.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer’s technical data and installation instructions relative to materials, dimensions of individual components, profiles, and finishes for each type of material required.
- B. Shop Drawings: Submit shop drawings for fabrication and installation/mounting method for each typical sign type, or display type. Include plans, elevations, ISO views and large scale details of each element. Include large scale sections of typical members and other components. Show fabrication joints, seams, grain direction and fasteners. Show anchors, grounds, reinforcement, accessories, layout, and installation details.
 - 1. For items required to comply with design loads, include structural analysis data signed and sealed by the licensed professional engineer responsible for their preparation if not previously provided by the client.
 - 2. Submit graphic layouts for verification, including outline of sign face, character spacing, line spacing, and copy composition.
 - 3. Engineering, document & sample review, fabrication, and construction schedule.
 - 4. Submit drawings in 11-inch by 17-inch format unless otherwise requested by the client.
 - 5. Provide a proof of all final artwork in PDF format.
- C. Samples: Submit three 6-inch (150 mm) square samples of each material showing finishes, colors, surface textures and qualities of manufacturer and design of each component including graphics. One sample set to be kept by Client, contractor, and client as a record to later match against items in the field.
 - 1. Submit full-size sample first article units, per Section 3.6, before production run is commenced. Acceptable units may be installed as part of the work.
- D. Maintenance Data: Provide a Maintenance and Operating Manual comprised of cleaning and operations needs for each sign/graphic/display type. This shall include information on repair due to common vandalism, changing of messages and parts replacement needs per material vendor requirements. Include manufacturers’ brochures and parts lists describing the actual materials used in the work, including metal alloys, finishes, electrical components and other major components. Provide working art file templates to the client for future use.

1.4 ROLES AND RESPONSIBILITIES

- A. Roles and responsibilities may vary per project. It is the responsibility of the Sign Fabricator to confirm these roles with the Client and/or General Contractor during the bid phase.
- B. Design Consultant: issuance of vector files. If involved in the Construction Administration/Implementation phase: material and paint sample review, mock-up review, shop drawing review, and punch walk.
- C. General Contractor: managing project communication, schedule, submittal procedures, site walks, and coordination with consultant teams.
- D. Client: approving sign copy and graphic layouts, final sign quantities and locations, and providing messaging for rules and regulation signs.
- E. Sign Fabricator: all structural, fabrication details, engineering of the signs’ construction, coordination, permitting, and installation, and meeting all local and national codes

1.

It is the Sign Fabricator’s responsibility to complete all submittal requirements for Mock-Ups and Shop Drawings within a timely manner to allow ample time for review and changes.
- 1.5

QUALITY ASSURANCE
- A.

The Sign Fabricator shall be responsible for the quality and delivery of all materials, and workmanship required for the execution of the contract including the materials and workmanship of any firms or individuals who act as their subcontractors. It is desired that the Sign Fabricator for work of this type shall have in-house, broad knowledge, diverse shop and field experience, flexibility, coordinating ability, skilled craftsmen, and physical labor as necessary, as well as facilities to produce quality products.
- B.

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 design and installations of signs, and miscellaneous supports that are similar to those indicated for this project.
- C.

Manufacturer Qualifications

1.

All fabrication within this section shall be performed by a manufacturer with a minimum of five (5) years experience producing and installing Clientural signs, and a minimum of five (5) years experience producing compliant signs as specified in ANSI 117.1 (1986), Manual on Uniform Traffic Control Devices (MUTCD), Minimum Guidelines and Requirements for Accessible Design (MGRAD), Uniform Federal Accessibility Standards (UFAS) and Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- D.

Sign Fabricator Recommendations

1.

The Sign Fabricator shall carefully review the detailed drawings for the various signs and make specific recommendations and changes if those changes will improve the quality of the sign. Such recommendations and changes shall be approved in writing by CSG or their technical representative prior to preparation of shop drawings or fabrication of any samples or mock-ups.

2.

The Sign Fabricator is responsible for including industry standard details in their shop drawings, whether indicated in CSG design drawings or not. Items such as proper venting (mechanical or natural), waterproofing, foundation details, weep holes, access panels, separation of dissimilar metals, etc. It is the Sign Fabricator’s responsibility in the production of the shop drawings for construction to accommodate for all necessary local code required conditions and sign detailing that will promote the long life and ease of maintenance of the signs
- E.

Drawings and Specifications

1.

The Client will provide electronic files of typical sign layout drawings in Adobe Illustrator CC format (provided to the client by the designer). For electronic files requested in any format other than Adobe Illustrator CC, the Contractor shall reimburse the Client, for additional services required of the Client for converting the electronic files. Client will provide electronic files indicating fonts, icons, designs, and key visual parameters of the design intent. Fabricator shall develop and produce final, high

- resolution production-ready artwork based on these guides and the details on the Drawings – this includes any up-sampling or interpolation required for large scale photo based graphics.

a.

Drawings and specifications indicate spacing of members, sizes of components, profile, dimensions, materials, and design, assembly and fabrication requirements for the signs.

b.

Requests for deviations from indicated dimensions and profiles will be considered provided that the intended aesthetic effect is not modified, as judged and approved solely by the client. If modifications are proposed, submit comprehensive explanatory data to client for review.

c.

The Sign Fabricator shall be responsible for providing subcontractors with complete and up-to-date drawings, specification, graphic schedule and other information issues by CSG and/or Client.

F.

Logo, Type, Icon and Arrow Schedules

1.

References shown on the included Graphic Standards take precedence over drawings.

G.

Uniformity of Manufacturer: For each separate type of material, finish or sign or display type, obtain signs from a single manufacturer to ensure consistency.

1.

Manufacturer’s name, trade name, or trade mark shall not appear on any visible surface.

2.

In the case of discrepancies, in quantities, dimensions, message, or any other related elements the Sign Fabricator is to notify CSG before proceeding further in any operations, in order to resolve the issues. It is required that the Sign Fabricator not attempt to resolve the discrepancies without consulting CSG.

3.

All material, hardware, electrical components, finishes, etc. used to fabricate any and all sign components shall be “NEW” (not previously used or operated in any other application) and from the most recent original manufacturer’s production run/supply and appropriately match to the service conditions required of the site.

H.

Adhesion Testing – For all applied graphic films and vinyl products, perform adhesion tests on accordance with manufacturer’s specifications. Provide results of adhesion testing to the client and the contractor for approval.

I.

Welding Standards: Qualify procedures and personnel according to the following:

1.

AWS D1.1, “Structural Welding Code--Steel.”

2.

AWS D1.2, “Structural Welding Code--Aluminum.”

3.

AWS D1.3, “Structural Welding Code--Sheet Steel.”

4.

AWS D1.6, “Structural Welding Code--Stainless Steel.”

J.

Aesthetic Requirements: Provide copy with straight and true edges; space characters with tracking and leading as indicated; reproduce type faces accurately with square corners and even curves; provide uniform letters and symbols; and provide smooth finishes with no visible imperfections.

K.

Regulatory Requirements – All signs must comply with ADA guidelines (in the United States) and International or County/City/Fire Marshall code requirements. Comply with applicable requirements of the applicable laws and

authorities. Obtain necessary approvals and permits from all such authorities as required. The sign fabricator is responsible for ensuring all signs comply with all applicable codes for the specified region

L.

ADA Accessibility Guidelines: All signage shall comply with the ADA Accessibility Guidelines where applicable. Characters and graphics, including but not limited to, copy height, letter stroke, symbols, materials, and finishes indicated on the Drawings are intended as guidelines for compliance. Implement each applicable ADA Guideline. Should conflicts arise, notify the Client before proceeding.

M.

Mock-ups: Provide one mockup sign of each type indicated in the schedule at the end of this Section.

N.

Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

O.

Durability

1.

Unless otherwise directed by the Client, all products should be built to withstand public abuse, souvenir theft or vandalism, but not less than equivalent of resisting simple hand implements and tools (screwdrivers, knives, coins, keys, and similar items), and adult physical force for approximately 10 minutes. All fabricated signs shall also be built to withstand normal maintenance operations by employees/staff.

1.6

PROJECT CONDITIONS

A.

Field Measurements: Verify dimensions of install locations for all items by field measurement before fabrication and indicate measurements, and any obstructions on Shop Drawings.

1.

Established Dimensions: Every effort shall be made to verify dimensions in the field before production. In the case where field measurements cannot be made without significantly delaying the Work, the Fabricator is to review the established installation location and dimensions with the contractor and the client. The Contractor is responsible to provide an installation surface that accommodates the established dimensions identified.

1.7

COORDINATION AND SCHEDULE

A.

Sign Fabricator and General Contractor should recognize and bring to CSG and/or Client any conflicts or contradictions in regards to existing conditions, these drawings, or details as they relate to other disciplines or contractors. All conflicts should be described in writing and the Sign Fabricator is to provide alternative solutions to resolve the conflict.

B.

Installation: Coordinate installation with the Contractor for all sign and renovation projects. For items supported by or anchored to permanent construction, coordinate specific requirements for types and placement of anchorage devices and similar items to be used for attaching signs and displays.

1.

For any items supported by, anchored to or mounted to permanent construction, furnish templates to the Contractor for installation of blocking, anchorage devices, and electrical conduits.

C.

Prepare a schedule indicating engineering, sample and material reviews, print proofs, fabrication, delivery, installation, and final inspection of the Work. Submit this schedule to the client for approval and coordination with other work at the Project Site.

DRAWINGS FOR DESIGN INTENT ONLY ; NOT INTENDED FOR CONSTRUCTION.

General Specifications

04/10/2026

5

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Package material in like groups and label accordingly.
- B. Protect items during transit, delivery, handling, and storage to prevent damage, soiling, and deterioration. Minor damage to finishes may be repaired provided the final finishes are equal to the original finishes, are without noticeable flaws, and are acceptable to the Client. If not in like-new condition, or if not acceptable to the Client, remove and replace damaged items with new signs.
- C. Coordinate delivery and storage of sign materials with the Contractor in advance. Schedule delivery to minimize storage requirements. Materials stored at the Project Site without prior approval may have to be relocated at the Fabricator’s expense.

1.9 MAINTENANCE

- A. Furnish a list of cleaning materials appropriate for maintenance of signs, graphics and displays to both the Client and the Contractor. Provide written instructions for proper maintenance, electrical access, and character and lighting replacement procedures. Include recommended methods for removal of residual adhesives from wall surfaces after removal of adhered items.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Use materials of size and thickness indicated or, if not indicated as required to produce strength and durability in finished product for use intended. Work to dimensions shown or accepted on shop drawings, using proven details of fabrication and support. Use type of materials shown or specified for various components of work.
- B. All materials shall be free from defects impairing strength, durability, and appearance. No fabrication or installation materials or procedures shall be used that will in any way change the usual quality or in any manner have an adverse effect on existing materials and surfaces. All materials shall be new stock, unless the Client has specified a reclaimed or recycled material.
- C. Graphic Content and Style: Provide graphic layouts and sign copy that complies with requirements indicated in this document and Signage Message Schedule and on preliminary artwork supplied by Client for size, fonts, style, spacing, content, mounting height and location, materials, finishes, and colors.

2.2 MATERIALS

- A. General: For the fabrication of exposed metal work, use only materials which are smooth and free of surface blemishes including pitting, roughness, seam marks roller marks, and trade names. Do not use materials which have stains or discolorations.
 - 1. Provide stretcher leveled standard of flatness.
- B. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of alloy 5005-H15.
 - 1. Thickness: Provide aluminum sheets and plates in sizes specified or indicated on the Drawings.

- C. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of alloy 6063-T5.
- D. Stainless Steel: Grade and type designated below for each form required:
 - 1. Tubing: ASTM A 554, Grade MT 316.
 - 2. Pipe: ASTM A 312/A 312M, Grade TP 316.
 - 3. Castings: ASTM A 743/A 743M, Grade CF 8M.
 - 4. Sheet, Strip, Plate, and Flat Bar: ASTM A 666, Type 316.
 - 5. Bars and Shapes: ASTM A 276, Type 316.
- E. General: Plastic shall be free of imperfections from forming or fabrication. All surfaces shall be free from scratches and shall be cleaned and polished per manufacturer’s instructions at completion of installation. Edges shall be flame polished, free of saw marks and chips, and be eased, unless otherwise noted.
- F. General: Provide vinyl graphic film suitable for interior and exterior applications of types indicated below.
 - 1. Vinyl Thickness: 2-mil (0.05 mm), minimum.
 - 2. Adhesive: Clear, pressure sensitive, permanent adhesive (unless removable adhesive is specified).
 - 3. Overlamine: Include a Matte overlamine for all interior vinyl graphic films unless otherwise indicated in this document.
 - 4. Installation: Use minimum overlapping seams advised by the manufacturer.
- G. Basis-of-Design Products: The design is based on the products named. Subject to compliance with requirements, provide either the named products or comparable product by one of the other specified manufacturers. Comparable products are subject to review and approval through the submittal process specified. Note: All film/vinyl materials require an adhesion test prior to printing to confirm successful adhesion.
 - 1. Opaque Vinyl Film: Non-reflective, pre-spaced die-cut letters and film, supplied in specified typeface, color, and spacing on a quick-release backing sheet.
 - 2. Transparent Vinyl Film: 3M Scotchcal™ Clear Graphic Film 8626 ES.
 - 3. Translucent Vinyl Film: 3M Scotchcal™ Translucent Graphic Film 8628 ES.
 - 4. Opaque Imaging Media for smooth surfaces: 3M Controltac Graphic Film with Comply v3 Adhesive IJ180CV3-10 with 3M Scotchcal Matte Overlamine 8510M
 - a. Provide alternate pricing for 3M Scotchcal Graphic Film with Comply Adhesive IJ40C-10R with 3M Scotchcal Matte Overlamine 8510M
 - 5. 3M Scotchcal™ for Textured Surfaces; Series IJ8624 with 3M Luster Overlamine 8524.
 - 6. 3M Panaflex™ Awning and Sign Facing; Series 945GPS.
 - 7. 3M Vinyl 8150 with 7 Year Lifespan for window graphics.
- H. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1. 3M
- 2. Avery Dennison Graphics Division
- 3. Orocal/Orofol Graphic Products

2.3 HARDWARE, FASTENERS, AND ADHESIVES

- A. Fasteners: Unless otherwise indicated, use concealed fasteners fabricated from metals that are non-corrosive to either the sign material or the mounting surface. If concealed fasteners are not practical or possible, provide vandal-resistant fasteners.
- B. Fabricate brackets and fittings for bracket-mounted signs from materials compatible with panel sign construction and mounting conditions indicated. Factory-paint brackets in color matching background color of panel sign.
 - 1. Steel Tubing: Cold-formed steel tubing complying with ASTM A 500, Grade B.
 - 2. Structural Steel Shapes, Plates, and bars: Cold formed steel fabrications complying with ASTM A36.
- C. Anchors and Inserts: Use non-ferrous metal or hot-dipped galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.
 - 1. For attachment to metal panels, use #12 stainless steel, Type 410, self-tapping screws with integral neoprene washers.
- D. Adhesives: Provide products equal to “Depend 330” as manufactured by Loctite Acrylic Adhesives. (216)881-2828. Fabricator shall verify with painting manufacturer compatibility of the adhesive to the paint.
- E. Very High Bond (VHB) Tape: Provide 3M (or approved equal) VHBm tape at the appropriate thickness/strength required for the weight and size of each item installed.
- F. Silicone Adhesive: Provide liquid silicone adhesive (sealant) with a methanol or acetic cure as recommended by the sign fabricator.
- G. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Clientural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- H. Spacers: Provide Manufacturer’s standard spacers when necessary.

2.4 GRAPHIC REQUIREMENTS

- A. General: Type style shall be as indicated in this document.
 - 1. Typeface, numerals, icons and designs shall be consistent to the design intent shown in this document. Some variation in tracking and character width to ensure messages fit, may be acceptable. Any variations to be reviewed and approved by the Client.
 - 2. Characters indicated on the Drawings are intended as guide lines for layouts and font size only, and are based on scale calculations of the message lengths within given and estimated sign areas. The actual copy required on individual signs is indicated in the signage message schedule.

- Should conflicts arise in the final message layout, notify the Client before proceeding.
- 3. Spelling and punctuation shall be correct. Should an error in spelling or punctuation be found, or the spelling appears questionable notify the Client before proceeding.
- 4. Align letter forms to maintain a baseline parallel to the sign format, unless otherwise indicated. Maintain uniform margins in sign layouts.
- 5. Building Identification Signs with Name and Tenants: Client will determine names for each individual suite or office.
- 6. Provide digital proofs of final signage layouts to the Client for approval before fabrication.
- B. Production-Ready Artwork: This document includes specifications for all visual elements including, but not limited to, type, symbols, logos, photography, artwork, and arrows. The Fabricator is to create final production-ready artwork necessary to complete all signs and graphics based on the design intent included in this document.
 - 1. Production-ready artwork is to be high enough resolution to provide crisp edges and lines for all vector artwork, and to avoid any visible blurring or pixelation of photographic images. Fabricator to interpolate and up-sample photographic artwork as required for the installation location and viewing distance. Do not use the construction documents as production art. The Fabricator is to provide printed proofs of all graphics to ensure color and resolution are acceptable – samples to include a swatch of the 100% full size graphic as well as a scaled version of the entire art work – printed on the specified substrate.
 - 2. Silkscreens shall be executed from photoscreens or negatives. Pattern cut screens may be used where non-repeat copy is re-quired; however, copy mask shall be equivalent to photoscreen quality. Do not use construction documents as production art.

2.5 FABRICATION, GENERAL

- A. General: Fabricate signs to comply with requirements indicated on drawings for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.
 - 1. Form exposed faces and sides of signs to produce surfaces free from warp, distortion, and “oil canning.”
 - a. Include internal bracing for stability and attachment of mounting accessories as required.
 - b. Cut metal edges on a continuous line and sand smooth. Seams shall be straight and symmetrical.
 - c. Form exposed connections with hairline joints, flush, and smooth.
 - d. Form exposed work true to line and level with sharp angles, surfaces, and edges. Ease exposed edges to a radius of approximately .03125-inch (0.8 mm) unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or cracking of applied finishes.
 - 2. Welding, when necessary, shall be of the appropriate type to minimize permanent distortions of flat surfaces. Remove welding flux, oxides and discolorations by pickling or grinding, so that these areas match the finish of the adjacent areas. Repair damage caused by the fabrication by grinding, polishing, or buffing.
 - a. Weld corners and seams continuously, complying with AWS recommendations. At connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.
 - 3. Cut, reinforce, drill, and tap miscellaneous metal work as indicated to receive finish hardware and similar items.
 - 4. Produce smooth, even, level sign panel surfaces, constructed to remain flat under installed conditions within a tolerance of plus or minus one percent measured diagonally from corner to corner.
 - 5. Fabricate, brackets and fittings for signs to suit sign panel construction and mounting conditions indicated. Connections, angles, shapes and details shown are suggestive and are to be sized, reinforced and detailed as required. Details not shown are to be equal in quality to those detailed. Factory paint brackets in color matching background color of sign panel.
 - 6. Provide concealed access to internal components for relamping and service. Service access shall be waterproof and secured against vandalism.
 - 7. Conceal union, fabricator, or other labels.
 - 8. For sign panel units in exterior applications provide standard weatherproofing construction, including weather-stripping, weeping, and venting provisions for condensation control.
- B. Metal signs facing and cladding shall be aluminum unless otherwise indicated or specified in this document.
- C. Where galvanized steel and aluminum meet, the materials shall be materially isolated from one another to prevent electrolytic action. Aluminum joints and connections shall be heli-arc welded and flush, true, ground, and polished smooth and without defects. Character forms shall be cut true to typeface

- with no burns or imperfections of any kind.
- D. Internal Structure: Provide completely hidden, internal structures for support and anchorage, unless indicated otherwise on the drawings. Primary support structure shall hot dipped galvanized steel or aluminum.

2.6 PANEL SIGNS

- A. Exterior Plaque Sign: Unless otherwise specified in this document, provide products fabricated from 0.125-inch aluminum plate with 0.030 inch thick double face tape mounting and silicone adhesive. All exterior signage is to include weep/drain holes as required.
 - 1. Finish: As indicated in this document.
 - 2. Graphics: As indicated in the Signage Message Schedule.
- B. Framed Hollow-Box-Type Panels:
 - 1. Panel Material: Unless otherwise specified in this document, 0.125-inch- (3.2-mm-) thick aluminum sheet.
 - 2. Panel Finish: Unless otherwise specified in this document, baked enamel.
 - a. Panel Finish: Manufacturer’s standard semigloss finish with UV inhibitors.
 - b. Provide clips welded to back of panels for installation without visible fasteners.
 - 3. Frame Material: Unless otherwise specified in this document, extruded aluminum, fabricated to profile indicated; comply with the following:
 - a. Frame Finish: High-performance organic coating.
 - b. Corner Condition: Corners rounded to radius indicated.

PART 3 - EXECUTION

3.1 PREPARATION

- A. It is the Sign Fabricator’s responsibility (when in scope) to:
 - 1. Remove all existing signs as noted and dispose of them legally.
 - 2. Advise CSG of any existing signs not accounted for in the sign package.
 - 3. Remove Legal, Warning, Code Required, or ADA signs when a replacement sign is to be installed; temporary sign(s) to be provided as needed for safety measures.
- B. General: Examine area, surfaces and conditions under which the work is to be installed. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Starting work implies acceptable surfaces and conditions.

3.2 INSTALLATION

- A. All signs to be installed per Sign Fabricator’s engineer, as required.
- B. General: Locate signs, graphics and displays where shown on Sign Location Plan, attaching to substrates in accordance with manufacturer’s instructions, unless otherwise indicated.
 - 1. Install signs level, plumb, and at heights indicated, with surfaces free from distortion and other defects in appearance.
- C. Surfaces under adhesive applied units shall be smooth, clean, and free of dust, grease, fingerprints, or other foreign matter. All adhesives required shall be used in accordance with recommendations made by the manufacturer of the material to be laminated or adhered. No adhesives that will fade, discolor, or delaminate because of ultraviolet light or heat shall be used. Adhesives shall not change the color of or deteriorate the materials to which they are to be applied. The adhesives shall be of a non-staining, non-yellowing quality. All visible joints shall be free from air bubbles and other defects.
- D. Within one week of scheduled completion of installation, prepare a punch list itemizing:
 - 1. Uppercase letters instead of lowercase or vice-versa.
 - 2. Improper alignment of letters on sign panel.
 - 3. Improper alignment of signs.
 - 4. Chipped or scratched finishes.
 - 5. Unpainted exposed fasteners.
 - 6. Fabricator’s label displayed.
 - 7. Improper cleaning of sign surfaces or surrounding wall areas.
 - 8. Damage to surrounding surfaces.
 - 9. Missing signs, graphics, displays.
 - 10. Incorrect install locations.
 - 11. Missing trim, corner guards, or other finishing.
 - 12. Any areas that require touch up paint.

- E. Repair or replace damaged units as required after client’s final inspection.
- F. Where signs will be anchored to concrete, Sign Fabricator to provide attachment detail per Sign Fabricator’s engineering (x-ray to avoid existing rebar, tension cables, utilities, etc., may be required). Where signs will be located on brick or stone, locate anchors in grout and tie into existing concrete as required (per Sign Fabricator’s engineering).

3.3 PATCH AND ADJUST

- A. Patch existing surfaces damaged because of work under this section. Patch with same materials as existing. Fabricator shall paint and harmoniously blend and contour all repairs to match adjoining conditions so that they are not noticeable to view.
- B. It is the Sign Fabricator’s responsibility (when in scope) to:
 - 1. Patch and repair any damage to wall surfaces and surrounding finished floor, at or adjacent to sign, caused by removal of existing sign or installation of new sign.
- C. Touch-up any marks or nicks in painted finishes of all signs and adjacent structures. Touch-up shall be the same paint product as used for this sign finish. Touch up areas should blend with surrounding areas and not be noticeable to view.
- D. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of paint.
- E. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780, Annex A2.

3.4 CLEANING AND PROTECTION

- A. At completion of installation, clean exposed surfaces in accordance with the manufacturer’s instructions. All items shall be free of glue, fingerprints, dirt, grease, or any other imperfections.
- B. Evidence of installation work or damages incurred on other surfaces shall be cleaned or repaired prior to completion of work. Protect units from damage until acceptance by Client.
- C. Remove all packing and construction materials from site. Leave premises clean, ready for work under other contracts or ready for use.
- D. Instruct the Client in writing as to the correct operation and maintenance of all signs and sign components per materials and manufacturer requirements.

3.5 SCHEDULE OF MOCKUPS

- A. Provide a physical and digital mock-up (partial for large items; complete for smaller items) of each sign/display type requested at the fabrication facility for review. The requested mock-ups shall be coordinated with Client o verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and fabrication.
- B. When accepted, mock-up shall serve as the standard for materials, workmanship, and appearance for the work throughout the project.
- C. Provide work-in-progress sign elements reviews. Scheduled or unscheduled viewings at the Fabrication Facility may be initiated by the Client’s Representative as deemed necessary to ensure continued quality control and make any adjustments required during fabrication. Unsatisfactory items are to be

- corrected by the Fabricator as directed by the Client or client’s representative.
- D. Scaled mock up of graphic artwork + Full size print swatch of all graphic prints.
- E. It is the Sign Fabricator’s responsibility (when in scope) to:
 - 1. Complete all submittal requirements for Mock-Ups and Shop Drawings within a timely manner to allow ample time for review and changes.

3.6 WARRANTY

- A. Submit to the Client a 1-year written warranty (effective the date of final acceptance/inspection `— see 3.2.D) covering all signs fabricator will agree to repair or replace defective signs. Upon notification of such defective signs within the warranty period, make necessary repairs or replacement at the convenience of the Client’s Representative.
- B. Submit to the Client a 1 year written warranty, based on ASTM set standards, warranting that the factory-applied finishes will not develop fading or non-uniformity of color or shade. Stating that is the signs crack, peel, pit, corrode or otherwise fail because of defects in materials or workmanship within the following defined limits, the fabricator shall rectify the defects. Upon notification of such defects within the warranty period, the fabricator shall be responsible to make all necessary repairs or replacement at the convenience of the client.
- C. Structure/Components
 - 1. The Sign Fabricator shall provide the Client with three copies of the written warrants prior to installation, guaranteeing to correct, to the Client’s satisfaction, at Sign Fabricator’s sole expense, all defects in fabrication, faulty materials, workmanship, design, and installation of signage work for a period of one (1) year after a completed installation of signage work.
 - a. Fading, cracking, warping, peeling, delaminating, rusting, corroding, and structural failure, including distortion by whatever cause, shall be construed as failure because of faulty materials and workmanship.
 - b. Failures during warranty period shall be repaired or replaced to satisfaction of the Client.
- D. Lighting
 - 1. All lighting and lighting components shall be warranted against failure for a minimum of five (5) years.
 - 2. Within one (1) year of installation, if needed, lighting and lighting components are to be replaced within 48 hours notice by the Client. In the event of failure with specified time, these items are to be replaced by Sign Fabricators at Sign Fabricator’s sole cost.
- E. The Sign Fabricator shall have complete and total responsibility for the security of all equipment, materials, and sign components until reviewed and accepted by the Client.

3.7 FINAL DELIVERABLES

- A. Upon the Client’s acceptance of the work, the Sign Fabricator shall provide the Client with:
 - 1. Record Drawings: one complete set of the drawings and specifications in good order and marked currently to record all revisions, changes, and additions made during construction, whether pursuant to field order or otherwise, and the locations and detail of work installed on a field run basis, as well as a complete set of shop drawings and change orders. One (1) complete PDF document set of the record drawings shall be delivered to CSG after completion of the work, and as a condition precedent on final payment.
 - a. The items requiring marking include but are not limited to dimension changes, location of underground utilities, field record of concealed conditions and changes made following the Client or General Contractor’s written orders.
 - b. Identify and date record drawings in a prominent location.
 - c. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- B. Lighting (when applicable)
 - 1. The Sign Fabricator shall provide the General Contractor or Client with complete lighting or LED replacement information, brand, type, wattage, color, etc., for all lighted components. This information will be in a digital format and should indicate at least one (1) local area (site) supplier.
 - 2. The Sign Fabricator shall provide the Client with complete component care instructions as specified by the manufacturer for on-going sign cleaning and maintenance. The Sign Fabricator is to provide the Client with one (1) gallon or now (1) liter (unopened and clearly marked) of each paint color/finish used on the project.
- C. Attic Stock - if requested as part of the bid, Sign Fabricator shall supply attic stock components.
- D. Product Data
 - 1. The Sign Fabricator shall submit manufacturer’s technical data and installation instructions for each type of sign and/or fixture required as will be provided in the completed, installed sign unit. Identification of all materials used, by manufacturer’s descriptive literature, control number, name, code number, batch and formula when available shall be provided.
- E. Maintenance Manual for all products and finished installed under contract
 - 1. This manual shall include, but is not limited to, product specifications such as manufacturer information, contact names and addresses, warranty information, technical data, and routine maintenance recommendations for light fixtures, electrical components, paint, finishes, and all other applicable items.

3.8 ACCEPTANCE OF SPECIFICATIONS

- A. The Sign Fabricator has read and understands the specifications above and agrees to the outlined terms.
- B. I hereby acknowledge that I/we have read, understand, and accept responsibility for compliance with the provisions set forth within these specifications and will comply with all specifications.
- C. If this signature page is not returned “signed and dated” by the Sign Fabricator or Sign Fabricator’s representative, any financial ramifications resulting from deviations of these specifications or the design intent shown above, will be the sole responsibility of the Sign Fabricator.

Fabricator Signature:

Date:

Graphic Standards

TYPEFACES & GRAPHICS

This page provides a reference for the typefaces for the Wayfinding Signage System. Typefaces may not be changed. During fabrication, the height and width ratio of letter forms must be maintained proportionately.

Aa

Edmondsans Bold (For Headers)
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Aa

Edmondsans Regular (For Body Copy)
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Aa

Edmondsans Medium (For Site Name on Launch Gateway Only)
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Graphics



Graphic artwork files to be provided including logo, sponsor logos, illustrations, and QR codes

COLORS & MATERIALS

Consistent use of a color palette creates a recognizable “system”.

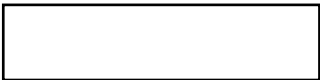
The Color Palette found on the following pages provides a reference for specifying a paint color or material.

The Fabricator is required to submit painted color chips and material samples for approval prior to sign fabrication.

The ADA requires a minimum of 70% contrast between text and background for legibility.

Paint Colors

Surface applied, exterior sign paint and protective top coat: Acrylic Polyurethane w/ UV inhibitor, finished with Clear Coat Satin finish.



P1

White
PMS White

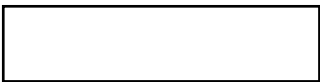


P2

Blue
7462 C

Vinyl Colors

Prismatic reflective vinyl. Background & Characters 3M custom inks applied directly to 3930 with 3M approved clear UV/Graffiti Vinyl Over-laminates.



V1-A

White
3M Scotchcal



V1-B

White - Retroreflective
3M Scotchcal



V2

Black
3M Scotchcal



V3

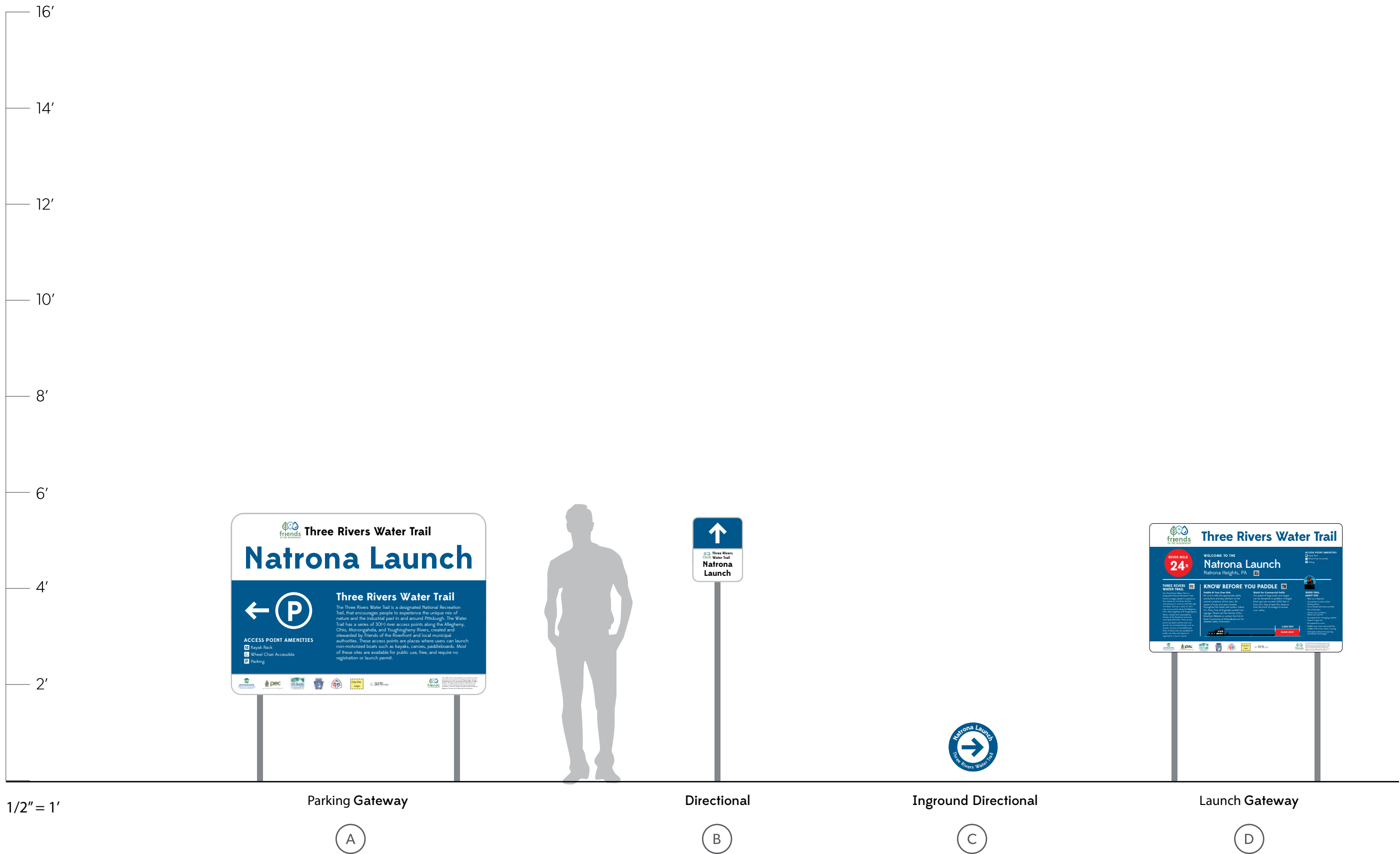
Blue
3M Scotchcal



V4

Red
3M Scotchcal

Sign Palette



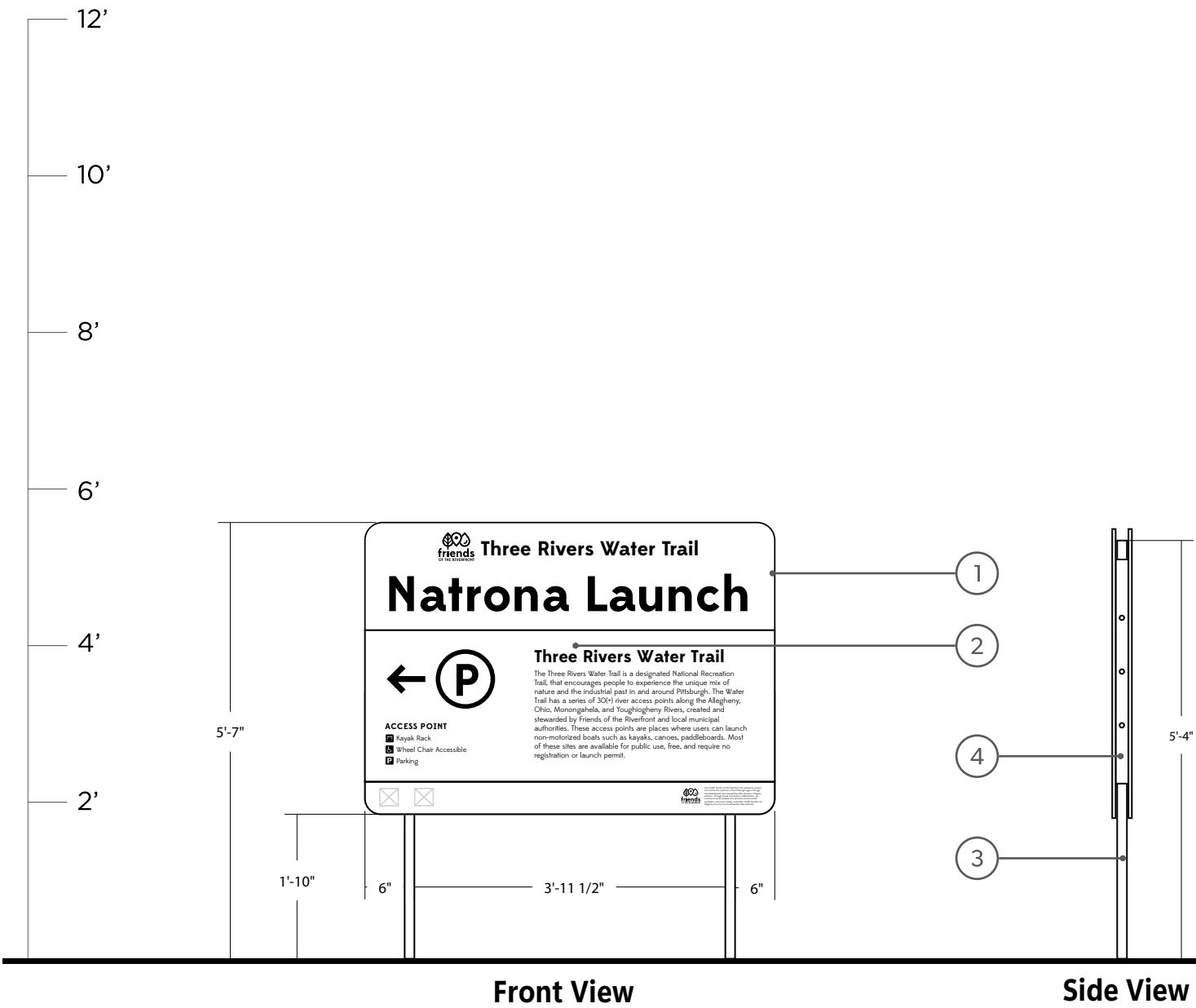
Sign Details

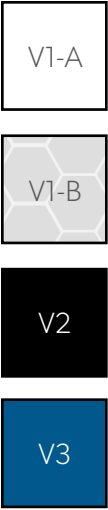
Sign Type A

Parking Gateway

Fabrication Details:

- ① .080" aluminum panel
- ② Double-sided sign face with painted background and printed vinyl graphic overlay
- ③ 1.5" square aluminum pole with 1/8" wall
- ④ Custom aluminum bracket to mechanically attach the sign face to the sign pole.

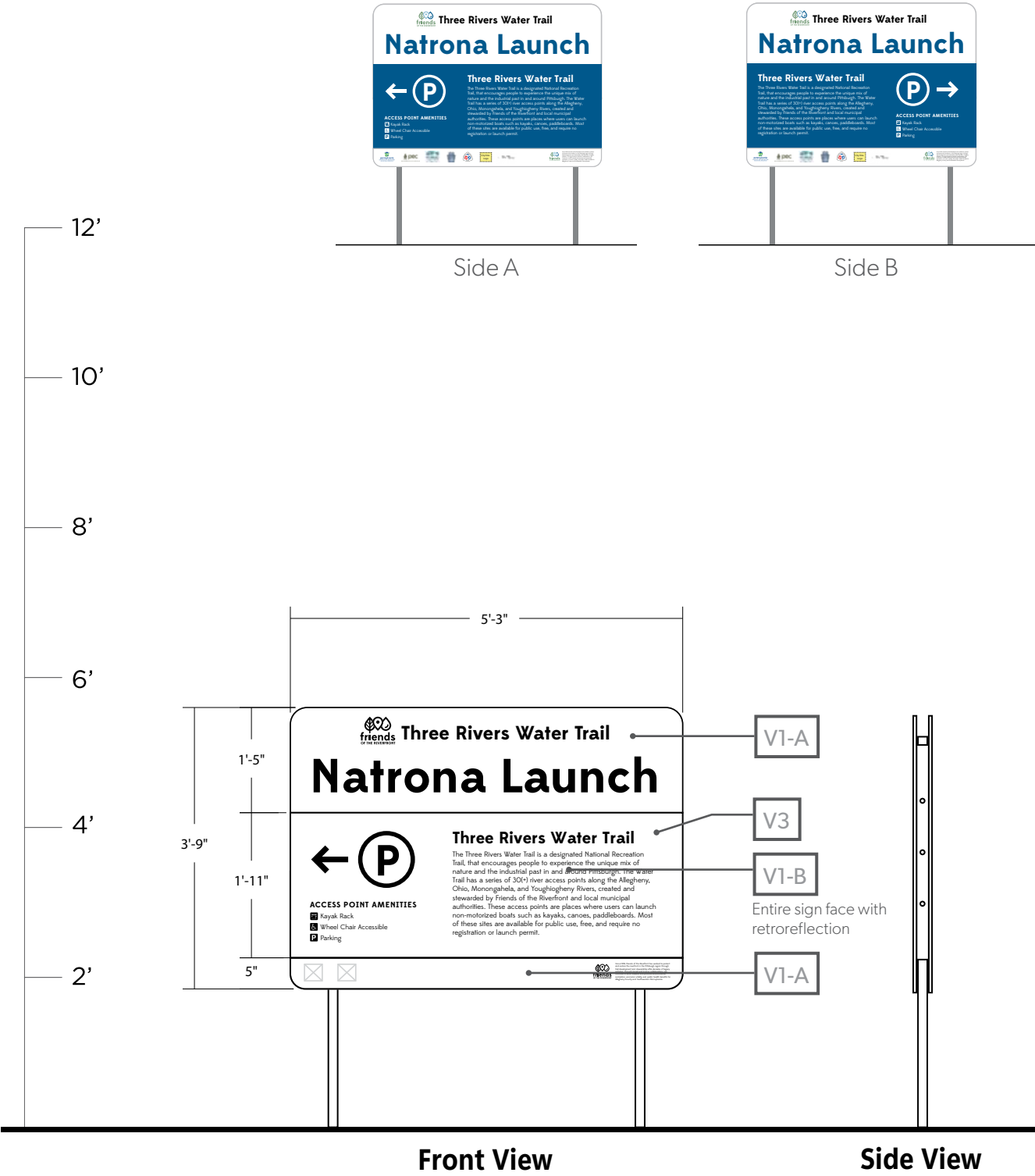




Graphic artwork files to be provided including logo, sponsor logos, illustrations, and QR codes



Detail - Sign Face
scale: 1"=1'

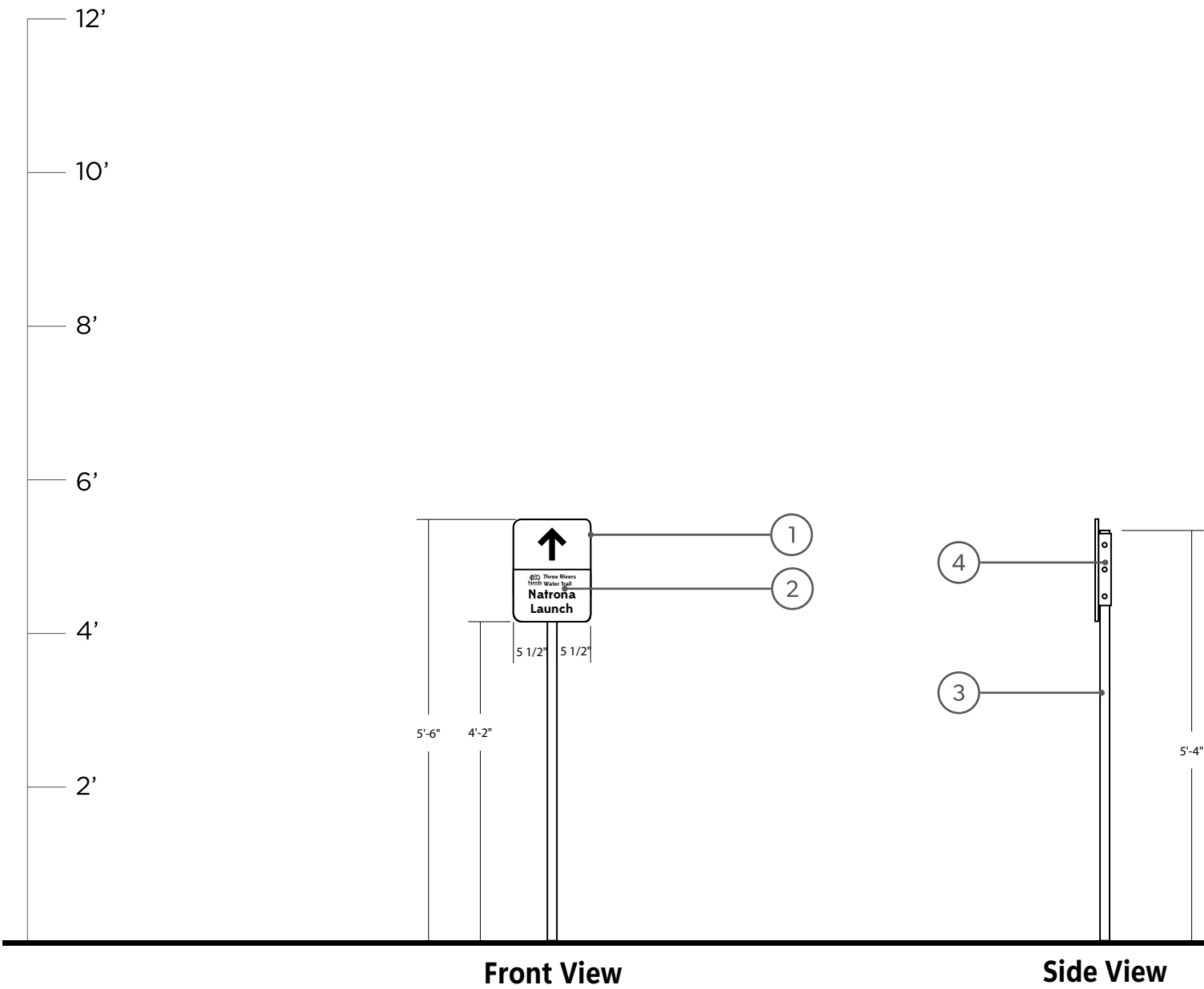
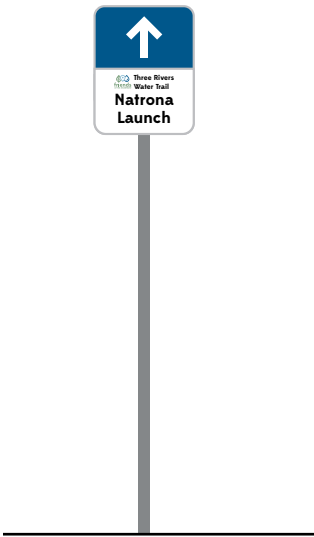


Sign Type B

Directional

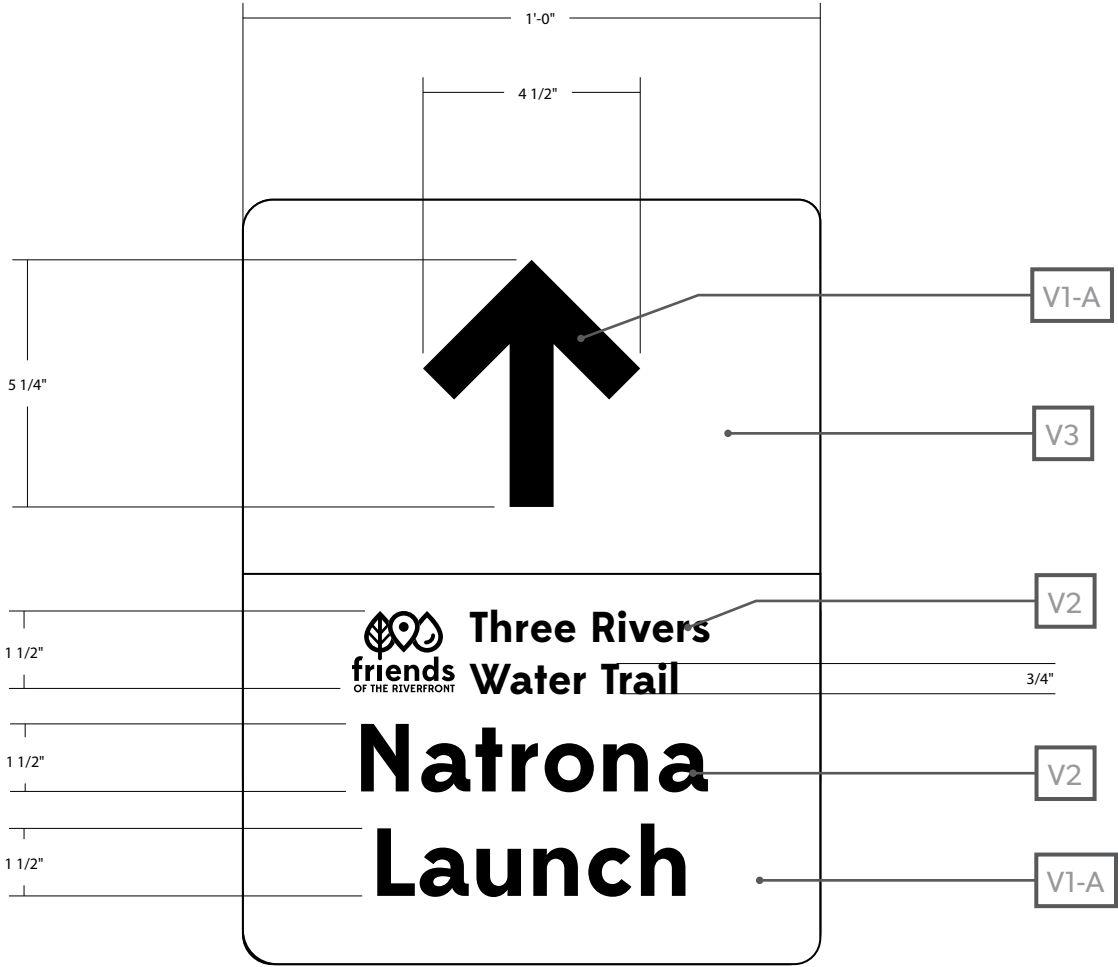
Fabrication Details:

- ① .080" aluminum panel
- ② Printed graphics applied vinyl overlay
- ③ 1.5" square aluminum pole with 1/8" wall
- ④ Custom aluminum bracket to mechanically attach the sign face to the sign pole.

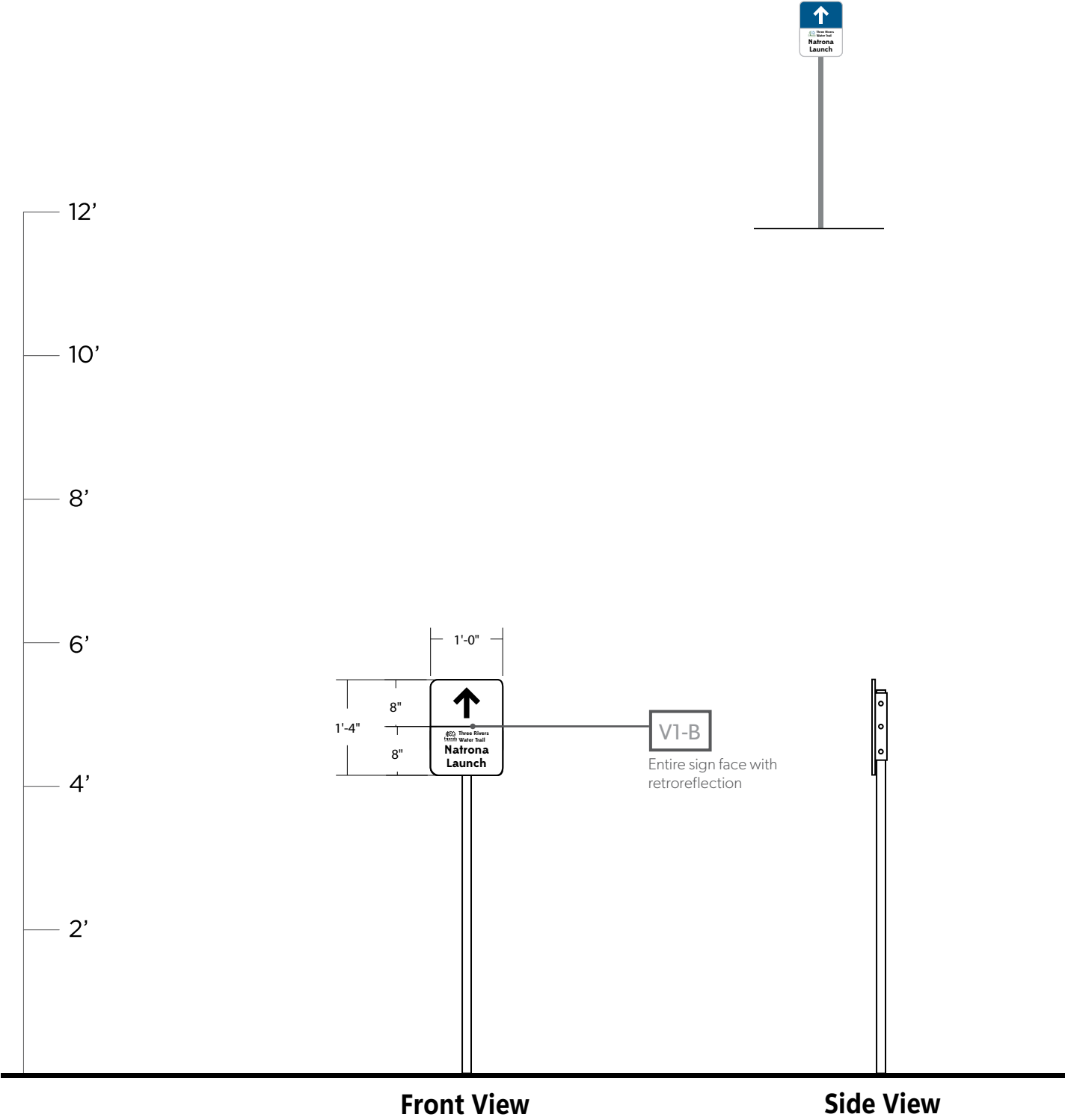


- V1-A
- V1-B
- V2
- V3

Graphic artwork files to be provided including logo, sponsor logos, illustrations, and QR codes



Detail - Sign Face
scale: 3"=1'

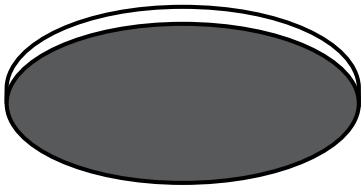
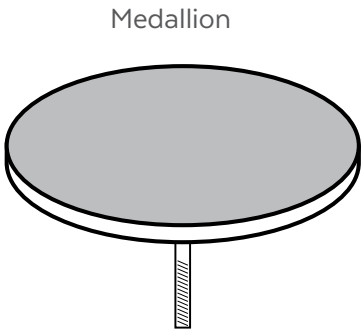
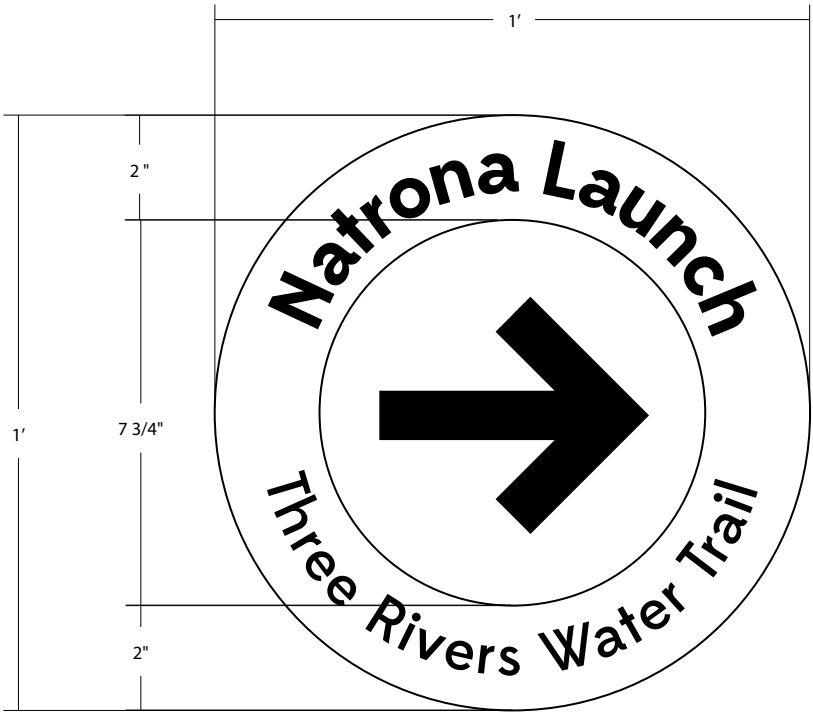
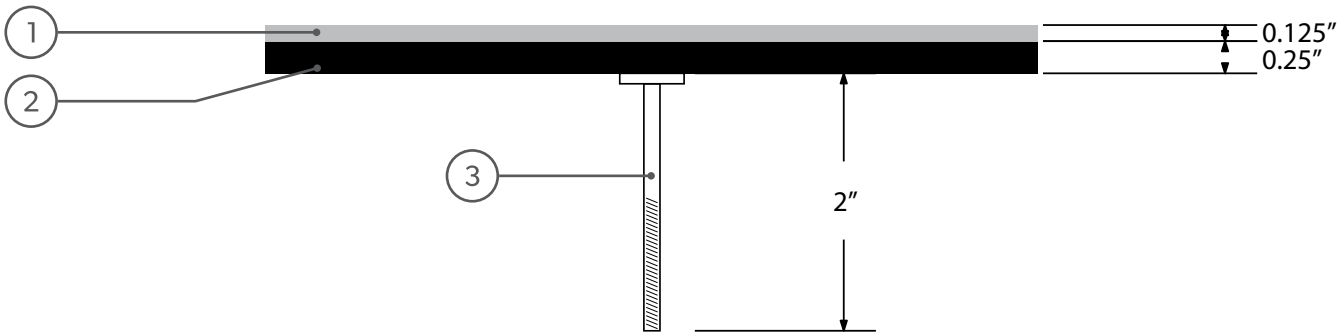


Sign Type C

Inground Directional

Fabrication Details:

- 1 0.125" porcelain enamel graphic face with anti-slip surface
- 2 0.25" thick porcelain disc with printed graphics
- 3 Threaded stud fastener

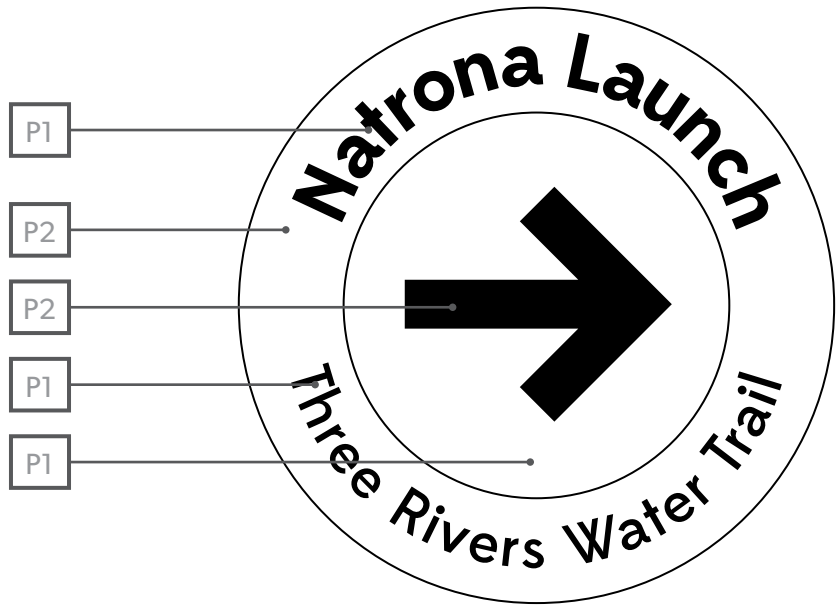
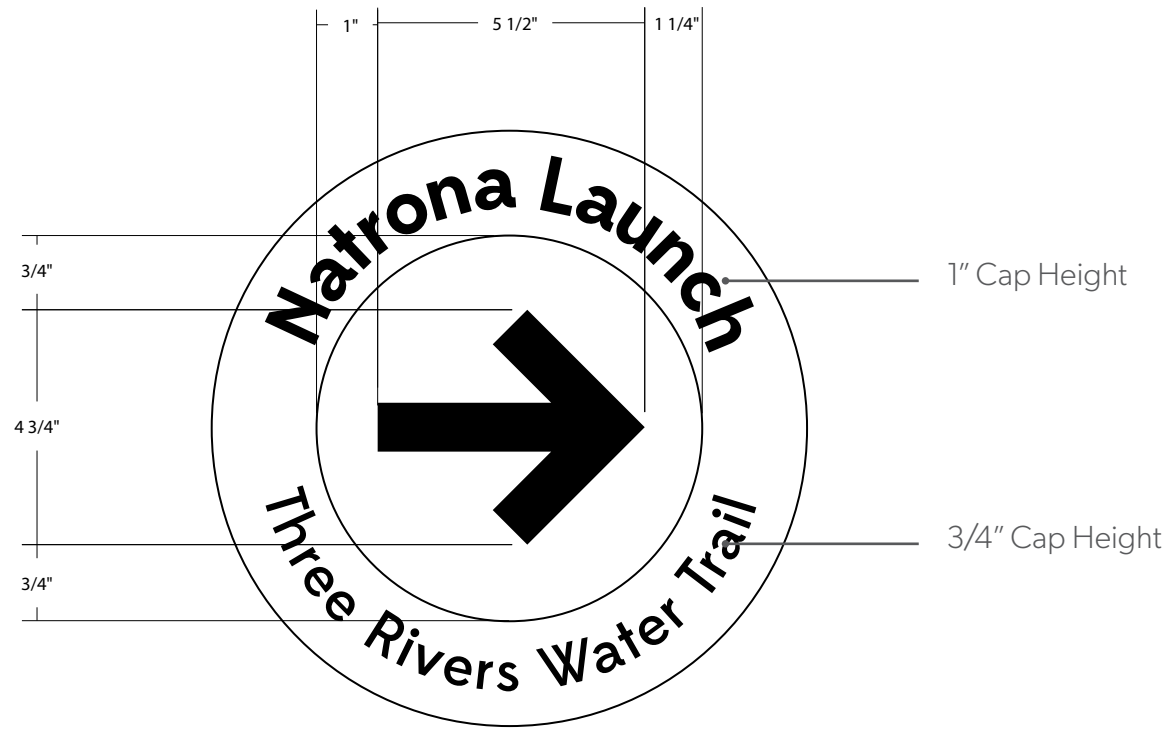


P1

P2



Graphic artwork files to be provided including logo, sponsor logos, illustrations, and QR codes



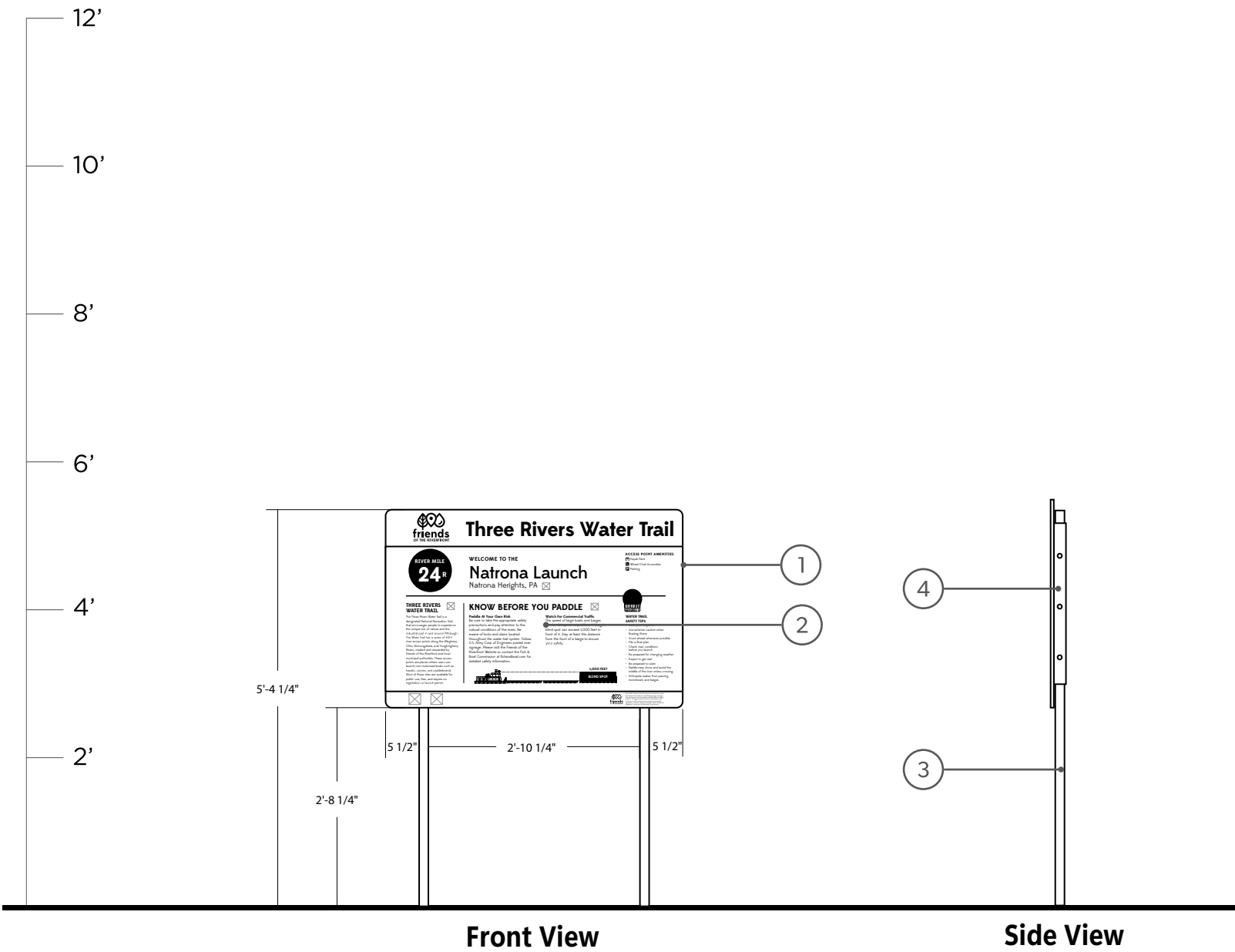
Detail - Sign Face
scale: NTS

Sign Type D

Launch Gateway

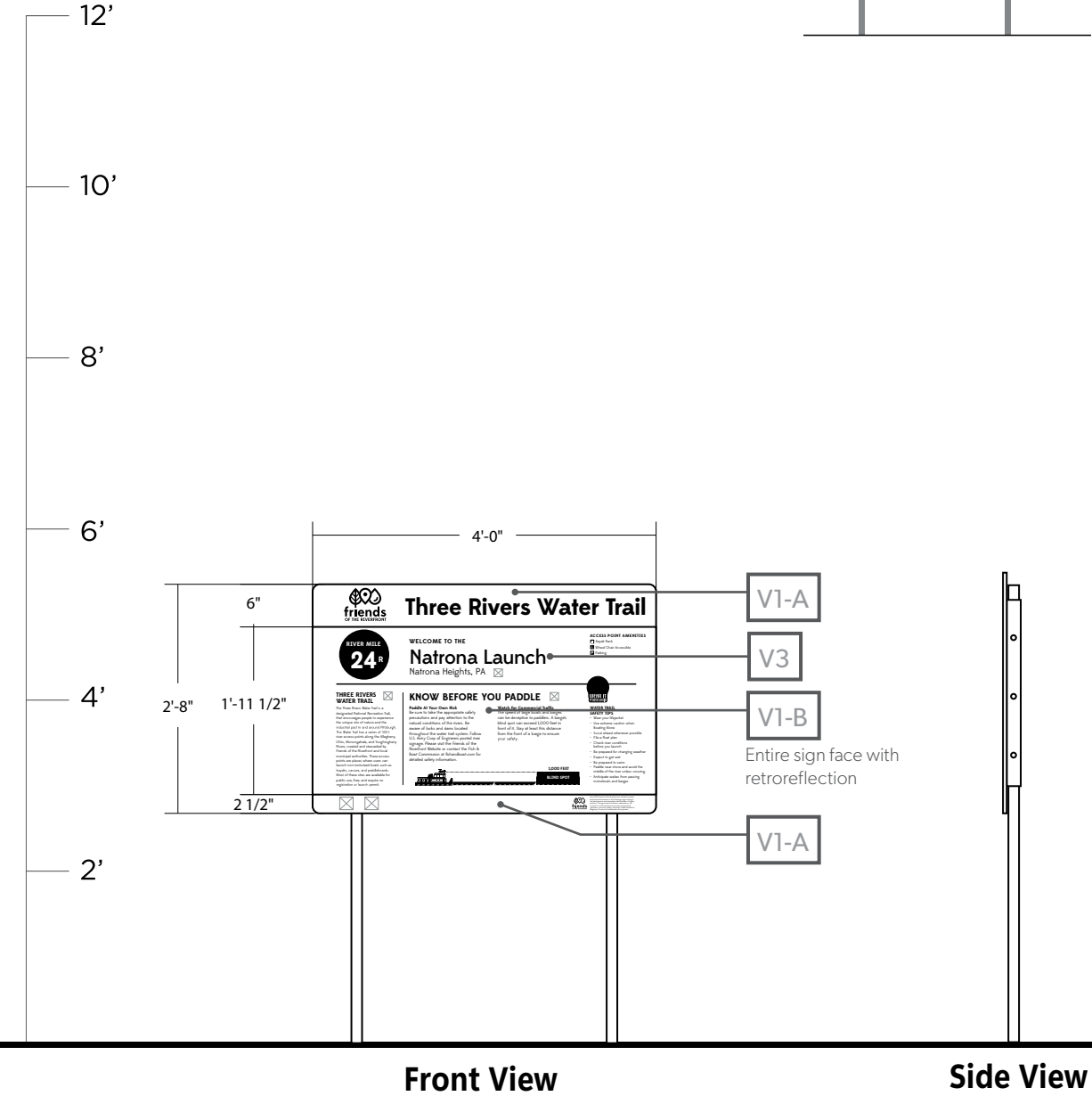
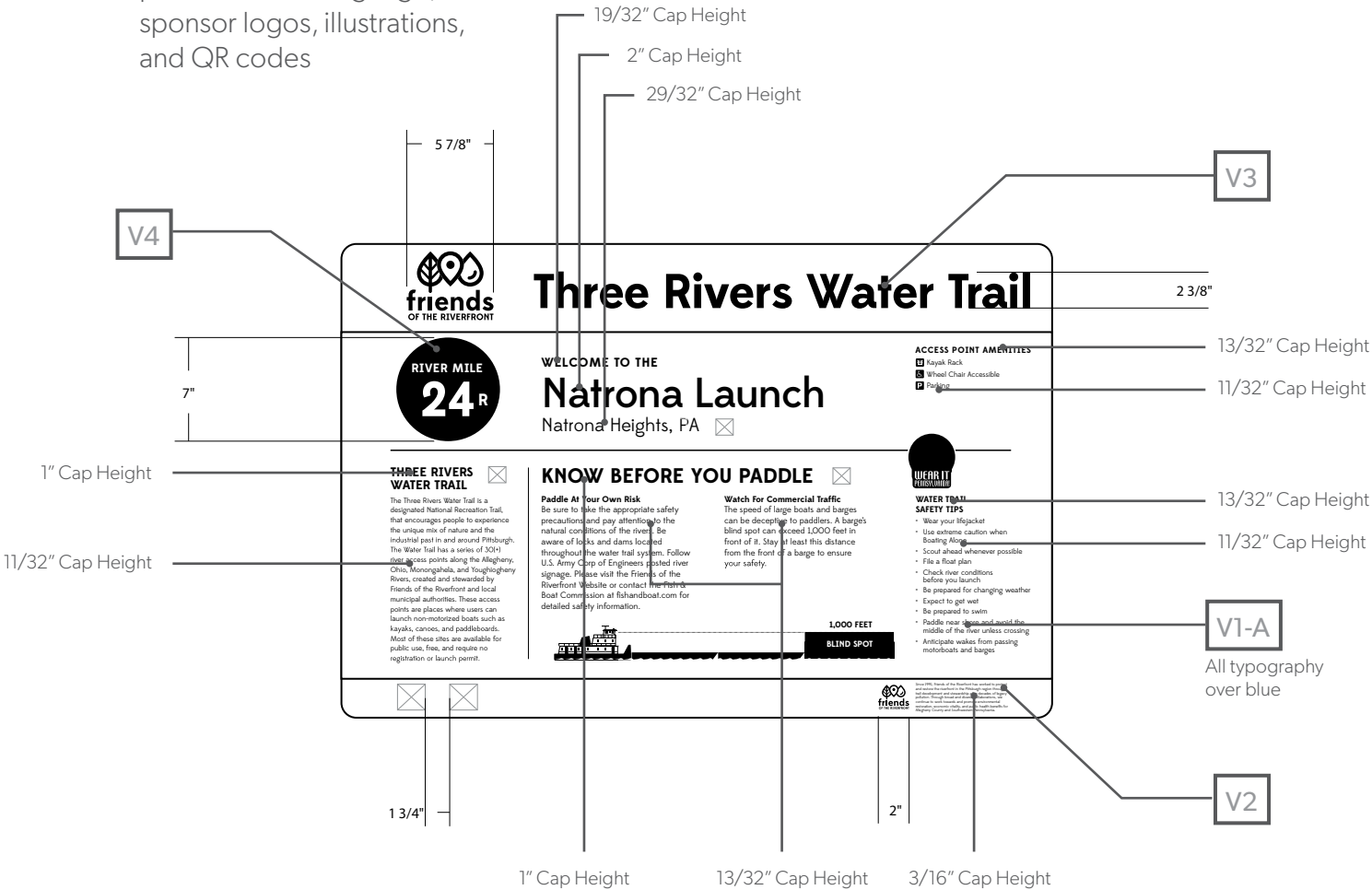
Fabrication Details:

- 1 .080" aluminum panel
- 2 Sign face with painted background and printed vinyl graphic overlay
- 3 1.5" square aluminum pole with 1/8" wall
- 4 Custom aluminum bracket to mechanically attach the sign face to the sign pole.





Graphic artwork files to be provided including logo, sponsor logos, illustrations, and QR codes



Detail - Sign Face
scale: 1"=1'

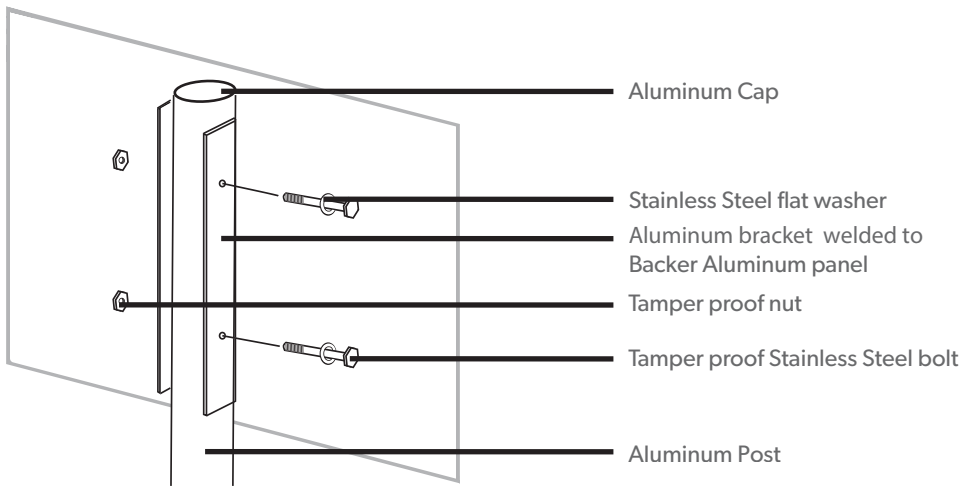
Sign Longevity	0-4 Years	5-9 Years	10-15+ Years
Design and Planning	Design: General Evaluation of positive and negative aspects of the system. Planning: In-house maintenance based on new request and circulation/destination updates.	Design: General Evaluation of positive and negative aspects of the system. Planning: Contract with a consultant to analyze major changes to the Client and necessary system adjustments. 1 or 2 updates possible during this time period.	If the system has not been analyzed since implementation, a major updating is likely to be needed. Client staff or Consultants will be required to review and inventory the system, as well as make suggested changes based on new circulation, destinations, etc.
Vandalism	Annual cleaning/repair. Stickers and graffiti are most common. Cleaning solvents and Goo-Gone are typical products utilized.	Parts replacements and full sign replacement as needed. Cleaning solvents and Goo-Gone are typical products utilized.	Parts replacements / full sign replacement as needed. Cleaning solvents and Goo-Gone are typical products utilized.
Cleaning Schedule	Annual Cleaning	Annual Cleaning	Annual Cleaning
Management / Administration	Weekly coordination during initial installation, transitioning to quarterly between the Client and fabricator during year 1 and 2.	Annual coordination between the Client and fabricator. Day-to-day monitoring of the system, based on staff observations, safety issues and citizens’ reports.	Annual coordination between the Client and fabricator. Day-to-day monitoring of the system, based on staff observations, safety issues and citizens’ reports.
Breakaway Product: Transpo	Maintenance Free -Covered under Warranty for 3 years.	Maintenance Free - consider general review as part of yearly inspection process.	Maintenance Free - consider general review as part of yearly inspection process.
Reflectivity Life Span: 3M High Intensity Diamond Grade	Covered under warranty for 5-7 years.	Covered under warranty for 5-7 years. Reflectivity may be effective beyond the warranty period. Individual signs may require sheeting to be replaced during this time period.	Reflectivity becomes less effective, if not previously replaced. 10 – 15 years is the maximum lifespan.
Painted Surfaces	Covered under manufacturers warranty. General maintenance and touch-up will be required.	Warranty expires. Typically color holds up beyond warranty period. Fading may begin depending on the direction sign panel is facing. Individual signs may require individual parts to be replaced during this time period.	Fading occurs – based on direction sign panel is facing. 10 – 15 years is the maximum lifespan to expect.

CONSTRUCTION DETAILS

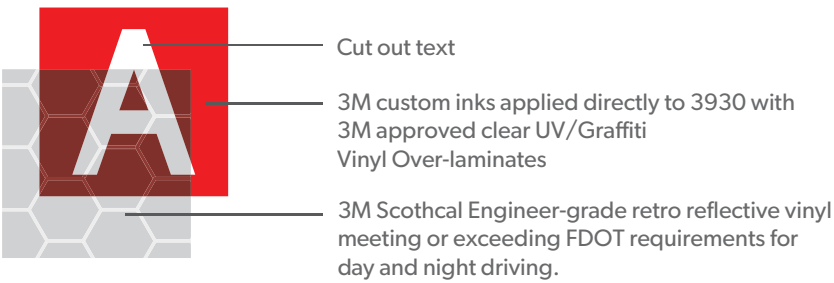
Attachment detail - Welded aluminum bracket to back of the sign and bolted to sign pole and vinyl overlay details for sign faces.
All fasteners need to be tamper resistant.
Aluminum cap needs to be adhered in place

These drawings are meant for DESIGN INTENT ONLY and are not for construction.
Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents.
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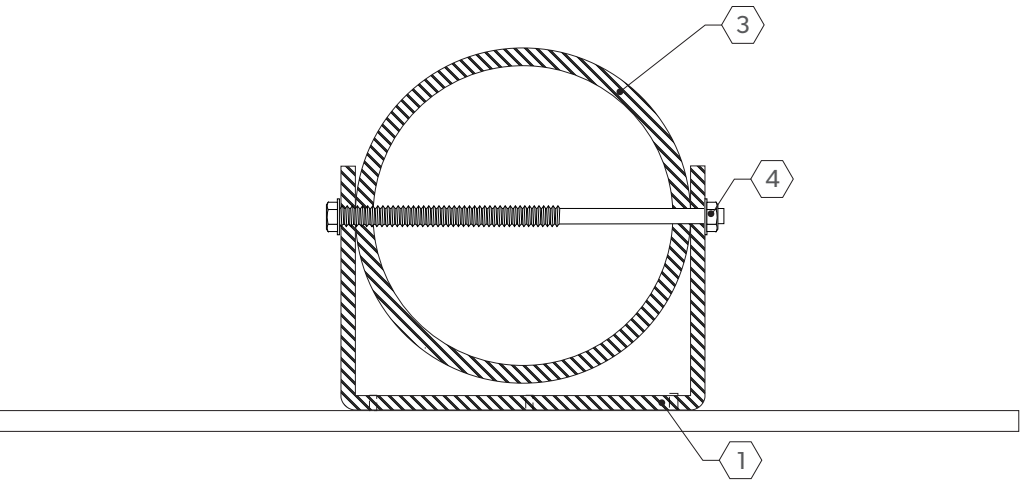
Design Inset - Assembly



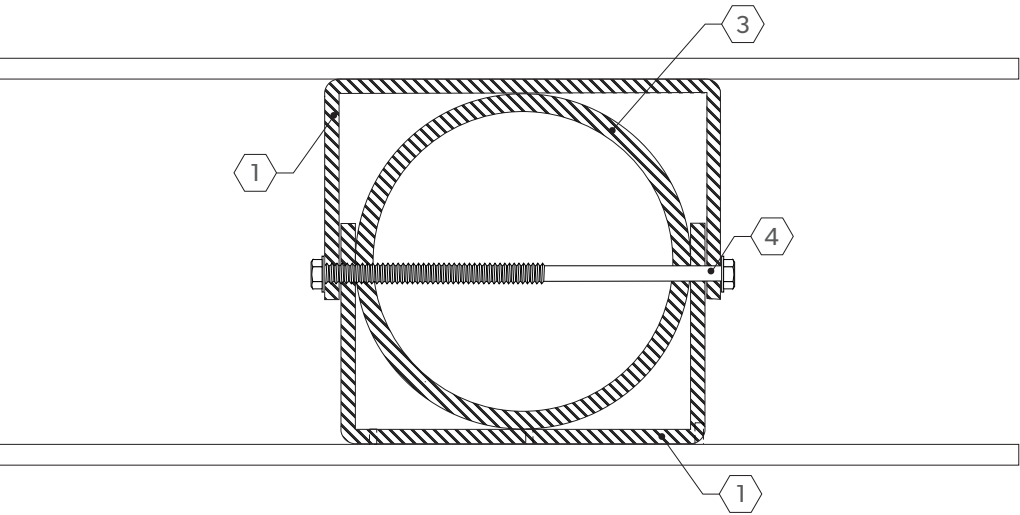
Detail Inset - Vinyl Overlay



Section Detail - Single Sided Sign



Section Detail - Double Sided Sign



- 1 Custom aluminum extrusion bracket plug welded to back of sign
- 2 Aluminum sign face
- 3 Aluminum pole
- 4 Stainless steel through-bolt

CONSTRUCTION DETAILS

Detail of Frangible breakaway footer details

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PERFORMANCE CRITERIA:

- 1. Double-Neck Pole-Safe meets all requirements of "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals."
- 2. Double-Neck Pole-Safe has been crash-tested and FHWA approved in accordance with the requirements of NCHRP Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features."

- 3. Maximum Allowable Pole Mass = 450 kg (922 lb) (total including fixtures).

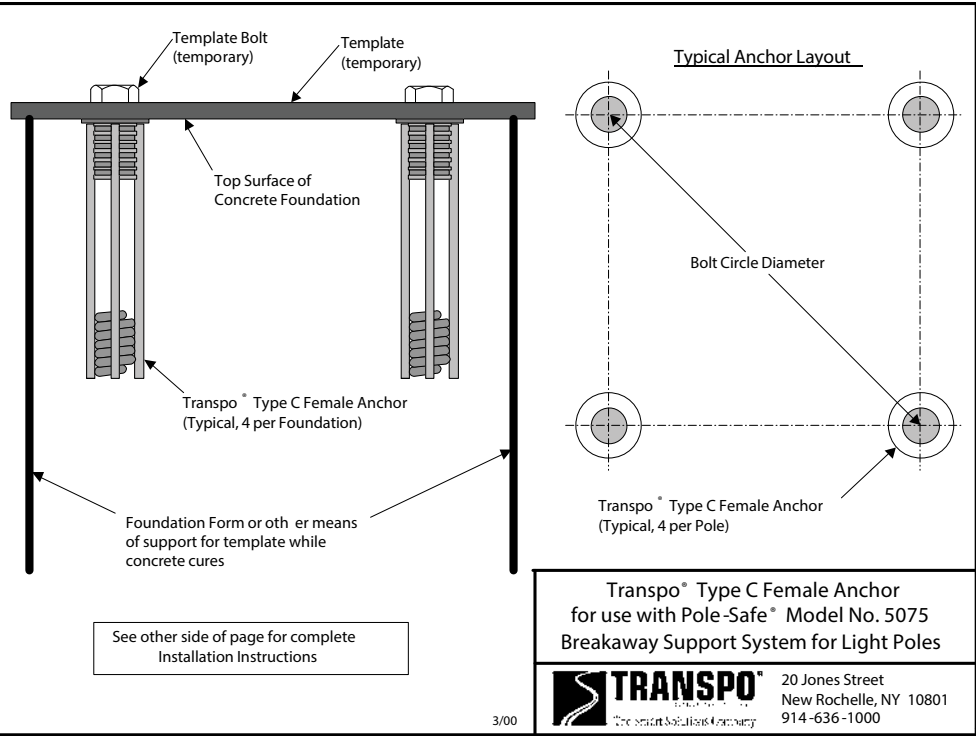
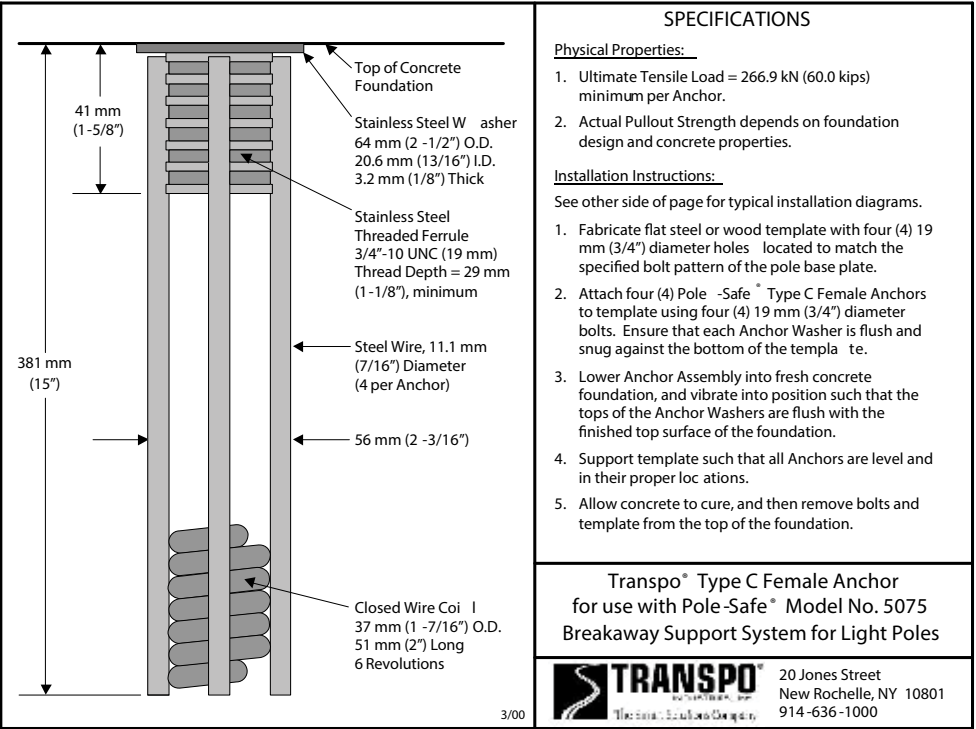
PHYSICAL PROPERTIES PER COUPLING:

- 1. Ultimate Tensile Strength = 221.5 kN (49.8 kips), minimum
- 2. Tensile Yield Strength = 192.0 kN (43.2 kips), minimum.
- 3. Ultimate Restrained Shear Strength = 24.5 kN (5.5 kips), maximum

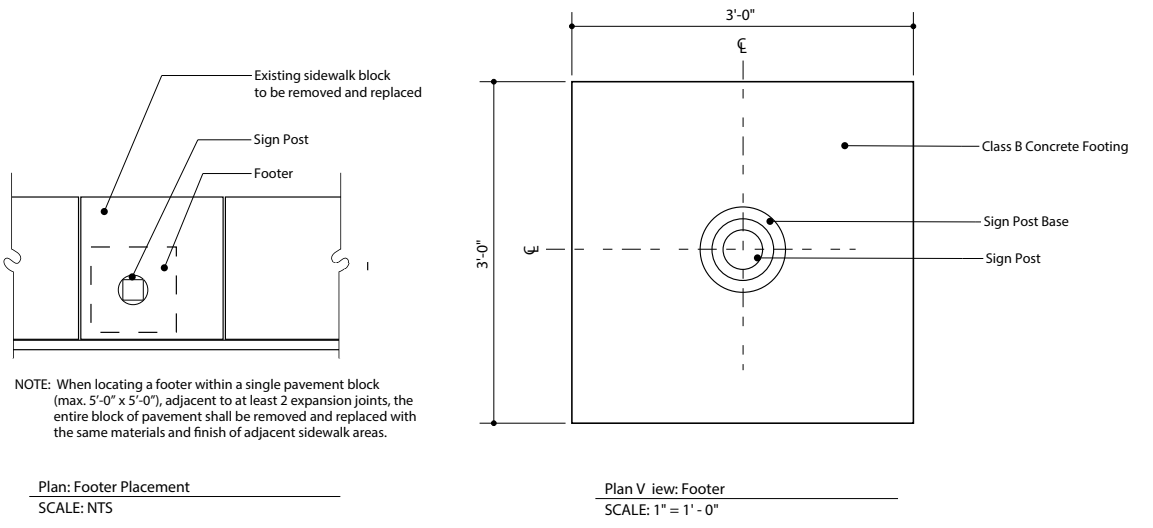
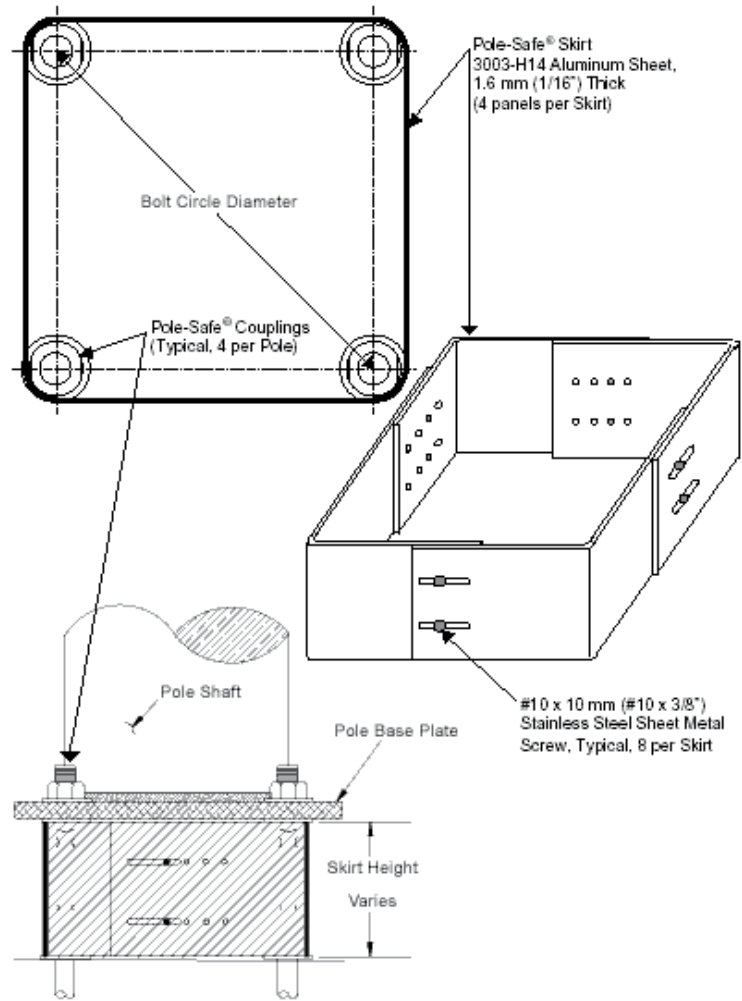
CORROSION PROTECTION:

All Hardware items are American Standard sizes, galvanized in accordance with ASTM A153 (hot dipped).

Source: Transpo Industries, Inc.



For vehicular signs mounted on FDOT roads - Per DOT requirements

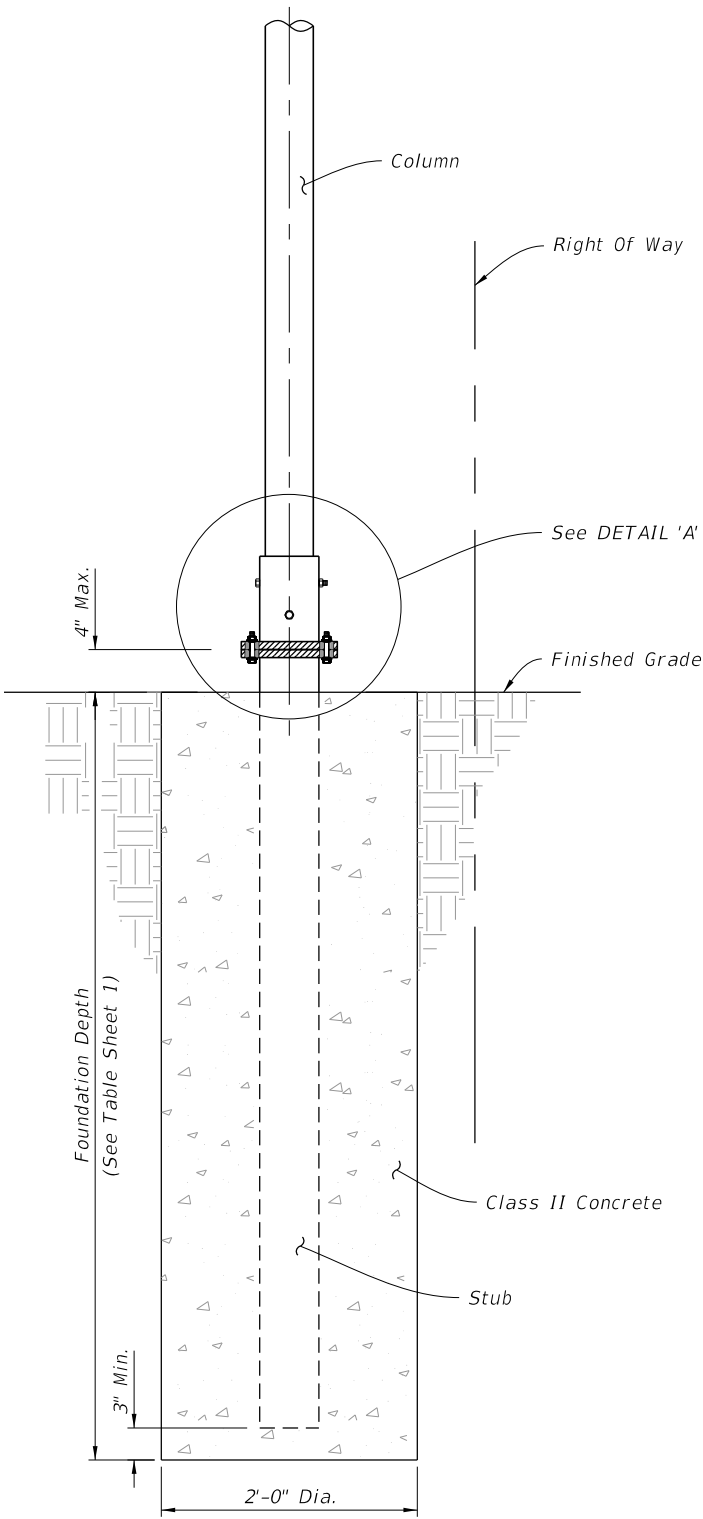
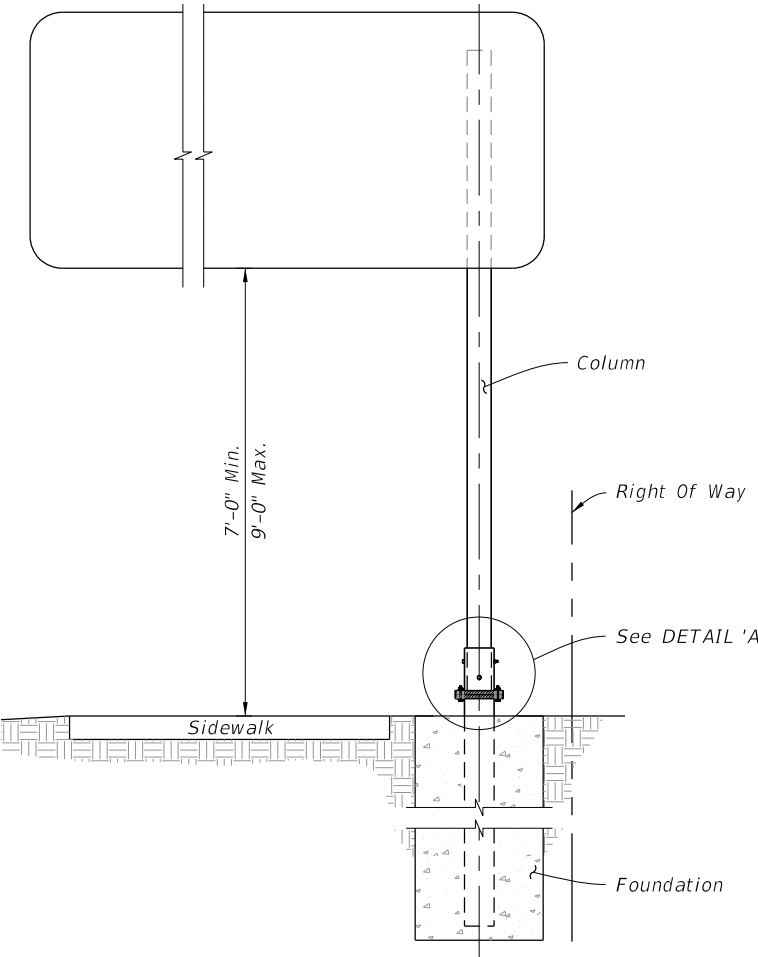


CONSTRUCTION DETAILS

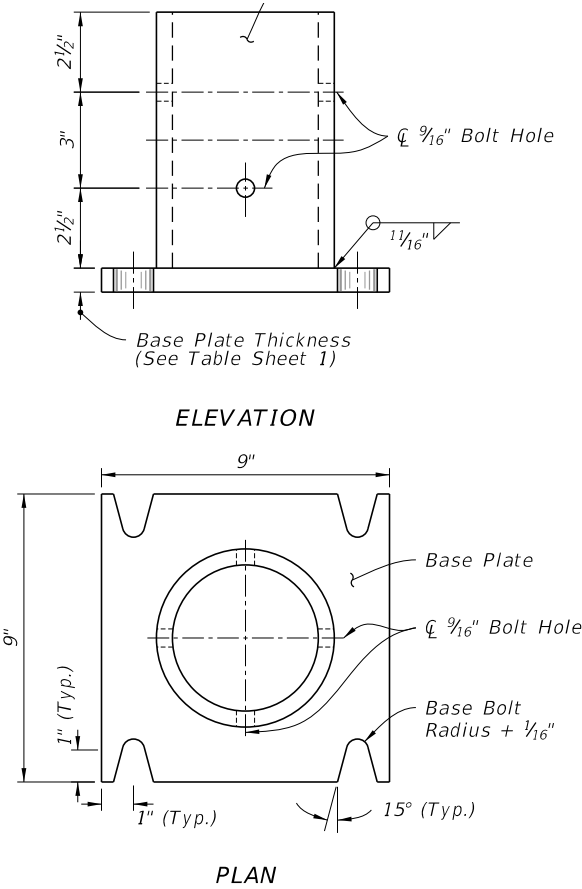
Detail of Frangible breakaway footer details

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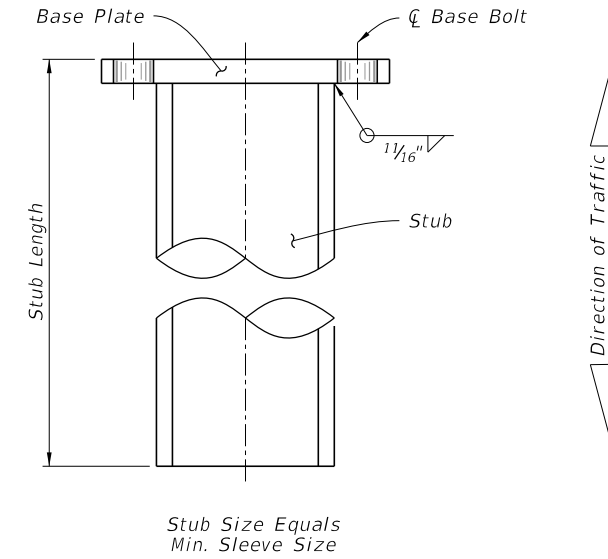
Source: FDOT Standard Plans FY 2022-23 Index 700-011



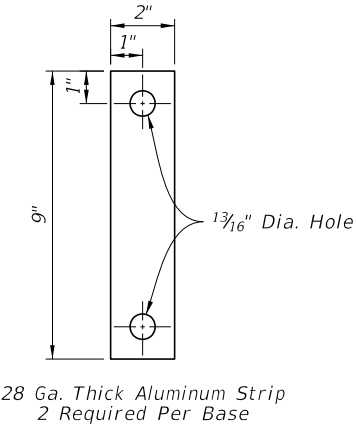
BASE AND FOUNDATION DETAIL



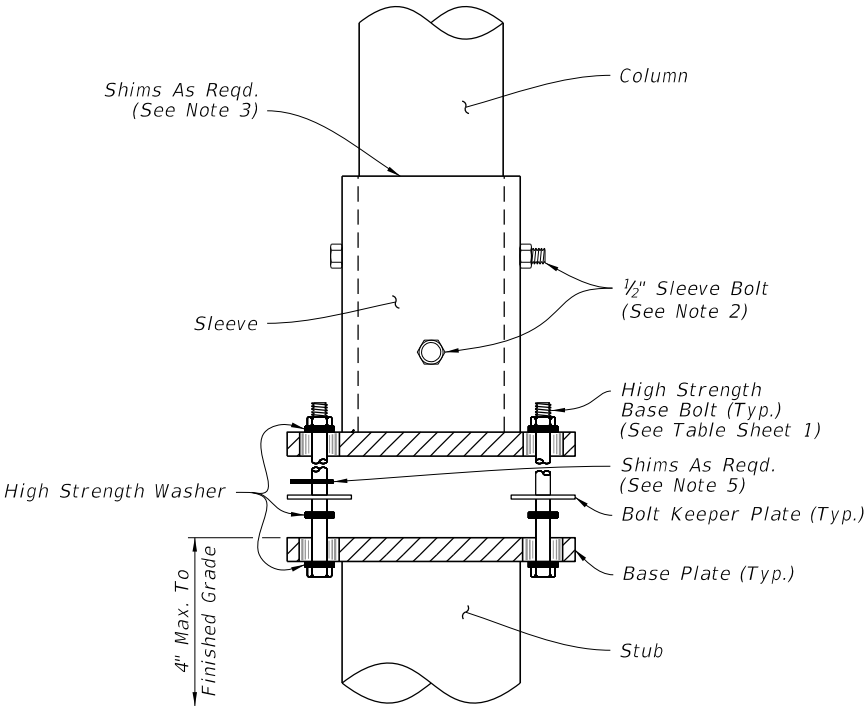
SLEEVE & BASE PLATE DETAILS



STUB DETAIL



BOLT KEEPER PLATE DETAIL



DETAIL 'A'

Locations



- Sign Type A - Parking Gateway
- Sign Type B - Directional
- Sign Type C - Inground Directional
- Sign Type D - Launch Gateway



Natrona Trails

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