STATE SYSTEM OF HIGHER EDUCATION
COMMONWEALTH OF PENNSYLVANIA

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

BETWEEN THE SYSTEM AND THE CONTRACTOR

Contract Number WC923.4

This Agreement is made and entered into this 1st day of September, 2011, at Chester County, by and between West Chester University of the State System of Higher Education, Commonwealth of Pennsylvania, hereinafter called the "System," and , **Cook's Service Co., Inc., 300 Industrial Drive, Avondale, PA 19311**, a corporation, Federal I.D. **#23-2263422** , hereinafter called the "Contractor".

The Contractor, for and in consideration of the terms of this Agreement, agrees to furnish all qualified personnel, facilities, materials, and/or other services and perform the scope of work described in Rider A, and in accordance with the provisions specified in Riders B, C, D, E, F, G, and Attachment 1, for the sum of, **$80,455.00.**

The work under this agreement shall be entitled: **Project WC923, Electrical Construction for Geothermal Conversion of Ruby Jones Hall.**

The Professional for this project is: **Buchart Horn, Inc., 445 West Philadelphia St., York, PA 17402.**

The completion date for finishing all work specified in this Agreement is **August 18, 2012** with all punch list items complete by **December 31, 2012**.

The parties hereto, intending to be legally bound hereby, do agree that no agreement shall be effective until executed by all necessary Commonwealth officials as provided by law. The terms, requirements, conditions, and considerations of this agreement are specified in Riders A, B, C, D, E, F, G, Attachment 1, and all contract documents which are attached herein or incorporated by reference, are made part of the Agreement. The Riders are as follows:

Rider A (Specifications of the Work to be Performed) consisting of 4 pages.

Rider B (General Conditions) consisting of 21 pages.

Rider C (Instructions to Bidders) consisting of 2 pages.

Rider D (Additional Contract Commitments/Information) consists of 1 page.

Rider E (Warranties) consisting of 1 page.

Rider F (Bonds) consisting of 5 pages plus attachments.

Rider G (Contractor Integrity Provisions) consisting of 2 pages.

Special Requirements consisting of 9 pages.

Attachment 1 Prevailing Wages PA26 consisting of 8 pages.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date set forth in the caption hereof, for University **Project # WC923, Geothermal Conversion of Ruby Jones Hall**.

FOR THE CONTRACTOR:

Cook's Service Co Inc.

Individual or Partner
(if Contractor is an individual
or Partnership)

[redacted]

Stephen L. Cook

[redacted]

Secretary or xxxxxxxx of
Corporation

Stephen R. Cook

FOR THE COMMONWEALTH:

[redacted]

Vice President for Administration and Finance
West Chester University of
Pennsylvania of the State System of Higher

[redacted]

Finance and Business Services
West Chester University of PA

Approved as to Form and Legality:

[redacted]

University Legal Counsel
State System of Higher Education

[redacted]

Deputy Attorney General
Commonwealth of Pennsylvania

EFFECTIVE DATE
SEP 28 2011
OF CONTRACT

STATE SYSTEM OF HIGHER EDUCATION
COMMONWEALTH OF PENNSYLVANIA

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

RIDER A

SCOPE OF WORK TO BE PERFORMED

Contract No. WC923.4 issued to Cook's Service Co., Inc. for Electrical Construction, Project WC923, Geothermal Conversion of Ruby Jones Hall.

The Contractor's scope of work included in this contract agreement, including any and all design work done by or for the Contractor, shall include the following and all work necessarily implied by the following: Provide all labor, superintendence, materials, tools and equipment to provide the electrical modifications to Ruby Jones Hall in accordance with the project plans and specifications to the satisfaction of and subject to the approval of the Professional and West Chester University.

Other contract agreements related to this project include **Contract WC923.2 Mechanical Construction.**

The Contract Documents will be located in the Construction Procurement office of West Chester University at 201 Carter Drive, West Chester, Pennsylvania, 19383 and will be available for viewing for the duration of the Project.

The Table of Contents of the Project Manual for Project WC923 is included herewith in Rider A. In this manner, the project specifications and drawings are included in the contract by reference as if fully attached.

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WEST CHESTER UNIVERSITY

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STATE SYSTEM OF HIGHER EDUCATION
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STANDARD FORM OF AGREEMENT
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RIDER B
GENERAL CONDITIONS

ARTICLE 1

GENERAL PROVISIONS

1.1 CONTRACT DOCUMENTS

1.1.100 The Contract Documents consist of the agreement, notice to contractors, the bid proposal, the contract bonds (if specified), all riders, drawings and specifications, Special Requirements, General Requirements, and addenda issued to the contract. A modification is (1) a written amendment to the contract signed by both parties or (2) a change order. A modification may be made only after execution of the contract. The work specified in the contract includes all labor, equipment, and materials required and incorporated to complete the work specified in and according to all the Contract Documents.

1.1.101 The Contract Documents are complementary, and what is required by any one of the Contract Documents shall be binding as if required by all. The intention of the documents is to include all labor, materials, equipment, and other items necessary for the proper execution and completion of the work. Work not covered under any heading, section, branch, class, or trade of the specifications need not be supplied unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results. If there is a conflict between the drawings and the specifications, the specifications shall prevail. Words which have well-known technical or trade meaning are used herein in accordance with such recognized meanings.

1.1.102 Where the work is shown in complete detail on only half or a portion of a drawing or there is an indication of continuation, the remainder being shown in outline, the work drawn out in detail shall be understood to apply to other like portions of the structure. On all work of a remodeling nature or installation within present buildings, the actual situation at the site controls any information given which may affect the quantity, size, and quality of materials required for a satisfactorily completed contract, whether or not such information is indicated on the drawings or within the specifications.

1.1.103 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge by the Professional or the System, five (5) complete sets of drawings and specifications. If additional sets are required for any project, the System shall be reimbursed by the Contractor for the cost of providing additional specifications and drawings.

All drawings, specifications, and copies thereof furnished by the Professional are and shall remain the property of the System. They are not to be used on any other project, without permission of the System, and, with the exception of one contract set for each party to the contract, are to be returned to the System on request at the completion of the work.

1.2 JURISDICTION

Any legal action arising from the terms and conditions of this contract shall be litigated exclusively in the Courts of the Commonwealth of Pennsylvania.

1.3 NOTICES

Wherever the term "notice" is used, such notices to be effective shall be in writing and if to the System shall be mailed certified mail, postage and fees prepaid, or delivered to the System, and if to the Professional shall be similarly mailed or delivered to him at this address set forth in the caption of this Agreement, unless and until notice of another address shall be given hereunder, in which case notices shall be so delivered or mailed to the address last so given.

1.4 INTEGRATION

This Agreement contains all the terms and conditions agreed to by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement exist.

1.5 NO THIRD PARTY RIGHTS

The Contractor agrees to indemnify and hold harmless the System and the Commonwealth of

Pennsylvania against any costs incurred by the System or the Commonwealth of Pennsylvania (including without limitation amounts paid pursuant to judgments or settlements and as counsel fees) in consequence of any claim by a third party against the System or the Commonwealth of Pennsylvania, including without limitation any claim by an employee of the System or the Commonwealth of Pennsylvania, the Contractor or a subcontractor and any claim by a subcontractor or another contractor, whether filed before or after final payment, based on actual or alleged damage to or destruction of property or injury to persons allegedly caused by the Contractor, or any subcontractor, or by their respective employees, in connection with the work.

The System shall promptly notify the other party of the assertion of any claim against which the System or the Commonwealth is held harmless pursuant to this condition, shall give such other party the opportunity to defend any such claim, and shall not settle any such claim without the approval of the indemnifying party.

1.6 HOLD HARMLESS

The Contractor shall indemnify and hold harmless the System, the Construction Manager, the Professional, their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, including any and all design work performed by or for the Contractor, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, any one directly o r indir ectly employed by any of them, or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the System, Construction Manager or the Professional or any of their agents or employees by any employee or the Contractor, any subcontractor, any one directly or indirectly employed by any of them or any one for whose acts any of them may be liable, the indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor u nder workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Section shall not extend to the liability of the Construction Manager, Professional, their agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of, or the failure to give, directions or instructions by the Construction Manager, Professional, their agents or employees provided such giving, or failure to give, is the primary cause of the injury or damages.

1.7 OFFSET PROVISIONS

The Co ntractor, by ex ecution o f t he ag reement, c ertifies t hat it has no outstanding tax liability to Pennsylvania; authorizes the Department of Revenue to release information related to its tax liability to the System; and, authorizes the Commonwealth to set off any State and local tax liabilities of the Contractor or any of its subsidiaries, as well as any other amount due to the Commonwealth from the Contractor, not being contested on appeal by the Contractor, against any payment due to the Contractor under an agreement with the Commonwealth.

The certification of no outstanding tax liability is a material representation of fact, upon which reliance is placed by the System in entering the agreement. If it is later determined that the Contractor knowingly rendered an erroneous certification, the System may find the Contractor in default and terminate the agreement. Such erroneous certification may also be grounds for initiation of civil or criminal proceedings.

1.8 DEBARMENT OR SUSPENSION

The contracting officer shall recommend debarment or suspension action against the Contractor whenever there is substantial evidence that a cause for debarment or suspension under the provisions of Act 1998-57–The Commonwealth Procurement Code and the provisions of this contract have occurred. The Contractor shall be notified of such action and given reasonable opportunity shall to be heard by the agency head or his designee. The head of the agency shall determine debarment or suspension actions appropriate for the offense in accordance with the provisions of Act 1998-57–The Commonwealth Procurement Code.

1.9 CONTRACTOR RESPONSIBILITY PROVISIONS

A. Contractor certifies that it is not currently under suspension or debarment by the Commonwealth,

any other state, or the federal government, 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.

B. If contractor enters into any subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or the federal government or who become suspended or debarred by the Commonwealth or the federal government during the term of this contract or any extensions or renewals thereof, the Commonwealth shall have the right to require the contractor to terminate such subcontracts or employment.

C. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of 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 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.

D. The contractor may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services
Office of General Counsel
North Office Building Room 603
Harrisburg, Pennsylvania 17125
Phone: 717-783-6472
FAX: 717-787-9138

1.10 EXCESS PREPARED FOOD

The donation of Excess Prepared Food Clause has been determined by the University to be not applicable to this contract.

1.11 RECYCLED MATERIALS

In accordance with Section 108 Recycled Materials of Act 1998-57 Commonwealth Procurement Code, any products provided to the Commonwealth as part of the contractor's performance of this contract, if this paragraph is applicable to this project, shall meet the minimum percentage levels for the total recycled content and postconsumer recycled content, as found in the Department of General Services List of Products and Procurement Guidelines, Insulation for Construction Projects: Recycled Postconsumer Material, ,and as listed in the Special Requirements of the contract documents.

1.12 AMERICAN 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 State System of Higher Education through contracts with outside contractors.

The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the State System of Higher Education, the University and their respective officers and employees from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against any of the foregoing as a result of the contractor's failure to comply with the provisions of the paragraph above.

1.13 ASSIGNMENT

This agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns, but it may not be assigned by the Contractor without the prior written consent of the System.

1.14 ASSIGNMENT OF ANTITRUST CLAIMS

The contractor and the System recognize that in actual economic practice, overcharges by the contractor's suppliers, resulting from the violations of State or Federal anti-trust laws are, in fact, borne by the System. As part of the consideration for the award of this contract, and intending to be legally bound, contractor assigns to the Commonwealth all rights, title and interest in and to any claims contractor now has, or may

hereafter acquire, under State or Federal anti-trust laws relating to the goods or services which are the subject of this contract.

1.15 **LIENS**

In accordance with applicable Commonwealth Law 49 P.S. 1303, the parties hereto hereby specifically waive the right to file any mechanics or other lien or claim for work done or material furnished in or about the performance of this Agreement, and it is hereby expressly agreed that no such claim or claims shall be filed by anyone and that the Contractor shall not file nor permit any subcontractor, material man, mechanics or other person under him to file, nor shall any such contractor, subcontractor, material man or other person file any mechanics or other lien or claim for work done or material furnished in or about the performance of this Contract against the System, the Commonwealth of Pennsylvania, and/or the ground upon which the structure or work herein provided for is erected or done, or against any structure thereon erected or to be erected, or against any structure or property whatsoever covered by the Contract.

1.16 **NONDISCRIMINATION**

The Commonwealth's nondiscrimination clause, 22 Pa. Code, as set forth in the System Contract Compliance Requirements, as found in the Bid Proposal Form, is hereby incorporated by reference.

1.17 **THE PROFESSIONAL**

If retained and so designated by the System, a Professional architect or engineer may act as the agent for the System in the administration of the contract and may perform any or all of the functions stated herein. The Professional will, as determined by agreement with the System, visit the site to review progress in accordance with the contract drawings and specifications, attend job conferences, approve applications for payments, make progress reports to the System and review and accept/reject the Contractor's Schedule of Values.

The Professional has the authority to interpret the Contract Documents, reject work which does not conform to the Contract Documents, review and approve shop drawings, prepare drawings and specifications for change orders or modifications, participate in completion inspections, prepare as-built drawings, and review and approve all catalog data, manufacturers operating and maintenance instructions, certificates, warranties, written guarantees, and related documents required by the contract. The Professional may perform additional functions as determined by the System necessary to protect the System's interest.

1.18 **THE CONSTRUCTION MANAGER**

If retained and so designated by the System, a Construction Manager (CM) may also act as the agent for the System in the administration of the contract and may perform any or all of the functions stated herein, as determined by agreement with the System. The Construction Manager may visit the site to review progress according to the contract drawings and specifications, independent of or in conjunction with the Professional. The Construction Manager may, with concurrence of the Professional, reject work that does not conform to the Contract Documents and safe working practices.

As and on behalf of the owner, the CM shall have authority to review with the Professional materials, workmanship, and equipment incorporated, or submitted for incorporation in the work. He shall review and provide an evaluation of the Contractor's testing, inspection, quality assurance, and certification program to the Professional, and he shall review and prepare an independent evaluation of the amount of the request for payment for acceptability of the quantity and quality of work performed or materials and equipment provided, and prepare and/or evaluate prepared schedules for the work.

The Construction Manager shall review the Contractor's construction practices and advise on unsafe working conditions during execution of the work. The Construction Manager shall work with the Professional as the System's representative in the administration of the System's interest in the project.

ARTICLE 2

THE SYSTEM'S RIGHTS AND RESPONSIBILITIES

2.1 THE SYSTEM REPRESENTATIVES

Representatives designated by the System will have the authority to inspect the work and to reject all work not performed in accordance with the contract provisions. In addition, only those representatives so designated have authority to change, modify, or alter the work or incur or cause to be incurred additional obligations beyond the contract provisions.

2.2 THE SYSTEM'S RIGHT TO CARRY OUT THE WORK

If the Contractor fails to carry out the work in accordance with the Contract Documents or fails to perform any provision of the agreement, the System may, after three (3) working days written notice to the Contractor, and without prejudice to any other remedy the System may have, make good such failures. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such failures, including the cost for the Professional's additional services made necessary by such failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and/or the Contractor's Surety shall pay the difference to the System.

2.3 RIGHT TO AWARD CONTRACTS

The System reserves the right to award other contracts in connection with other portions of the project under these similar conditions of this agreement.

ARTICLE 3

THE CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

3.1 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business). For breach or violation of this warranty, the System shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, or contingent fee.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

3.2.100 The Contractor shall perform the work according to good quality industry standards, practices, and procedures, and in accordance with the Contract Documents and submittals approved.

3.2.101 The Contractor shall accept all conditions as found upon examination of the site, and take field measurements and verify field conditions and compare carefully such measurements and conditions with the Contract Documents before commencing activities. If the Contractor, in the course of construction finds any conflict, error or discrepancy on or among the Contract Documents, such conflict, error or discrepancy shall be immediately referred to the Professional in writing.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.100 The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for the work performed and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work, unless the Contract Documents give other instructions.

3.3.101 The Contractor shall provide all labor, materials, and equipment necessary for the proper prosecution of the work in an acceptable manner and at a satisfactory rate of progress.

3.3.102 The Contractor shall be responsible for the acts and omissions of all his employees, all subcontractors and their agents and employees, and all other persons performing portions of the work under a contract with the Contractor.

3.3.103 Inclement weather, including but not limited to cold or freezing weather, shall not be considered an

excuse for non-performance of work under this contract. The Contractor shall use such methods of protecting as may be necessary to continue to work throughout the period of inclement weather.

3.4 LABOR AND MATERIALS

3.4.100 The Contractor shall enforce strict discipline and good order and conduct among his employees and other persons carrying out the contract. Every employee shall be fit and skilled in the performance of tasks assigned to them.

3.4.101 Wages: The Contractor is hereby notified that this contract may be 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 Contractor should refer to Attachment 1 t o det ermine if P revailing W ages ar e ap plicable t o t his p roject. All provisions and regulations of the Federal and State Wages Acts shall be adhered to in the performance of this work.

3.4.102 Products incorporated into the Work: The System anticipates the Contractor will provide products (i.e., products, materials, and equipment as defined in Section 01600 - Materials and Equipment) to be incorporated into the work of the project that are new, undamaged, and unused at the time of the installation, unless otherwise indicated in the Contract Documents. The Contractor shall produce, upon request, evidence supporting the source of materials used in the work.

The products provided under the contract shall meet or exceed the quality specified in the Contract Documents. The burden of proof of quality for all products provided rests with the Contractor. The costs incurred for substantiating quality shall be borne by the Contractor. If the System accepts substituted materials o f a l esser qu ality t han s pecified, t he S ystem shall be entitled to a credit equal to the difference in cost of the products specified and the products provided.

The Contractor shall comply with the requirements of the Reciprocal Limitations 1998-Act 57 Commonwealth Procurement Code; Act 146 of 1986, the Trade Practices Act of July 23, 1968 P.L. 686 (71 P.S. 773.101 et seq.); and Act 3 of March 3, 1978, P.L. 6, commonly referred to as the "Steel Products Procurement Act", as outlined in the Special Requirements.

3.5 TAXES

The Contractor shall pay all sales, consumer, use and other similar taxes as required by law. Since the System is an instrumentality of the Commonwealth of Pennsylvania, the sale at retail to or use by a construction contractor of building machinery and equipment and services thereto that are transferred to the System may possibly be excluded from some or all of such taxes. Forms and directions on the manner of obtaining exclusions from sales taxes may be obtained from any office of the Pennsylvania Department of Revenue.

3.6 PERMITS, FEES, AND NOTICES

3.6.100 The Contractor shall obtain and pay for all permits, licenses and certificates required by Law and/or any public authority for the proper execution and completion of its work. The Contractor shall furnish proof of payment for all such permits, licenses and certificates, or proof that no permits, licenses or certificates are required. This proof must be furnished before the second request for payment.

3.6.101 The Contractor shall give all notices and comply with all applicable Laws, ordinances, regulations, rules and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents is at variance therewith in any respect, it shall promptly notify the Professional in writing. The Professional will make any necessary modifications. If the Contractor performs any work knowing it to be contrary to such applicable laws, ordinances, regulations, rules or orders, and without such written notice to the Professional, it assumes full responsibility therefor and shall bear all costs attributable thereto.

3.6.102 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the System harmless from loss on account thereof. The System shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the designing process or product specified is an infringement on a patent, it shall be responsible for such loss unless it promptly gives such information to the System.

3.7 SUPERINTENDENT

3.7.100 The Contractor shall employ competent superintendent and necessary as sistants w ho s hall 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. The superintendent is responsible for continuous field supervision, coordination and completion of the work, and for the prevention of accidents.

3.7.101 Job conferences shall be scheduled by the System and shall be attended by the superintendent or a representative of the Contractor authorized to make all decisions and representations affecting the contract and its progress in the project.

3.8 PROGRESS SCHEDULE

3.8.100 Immediately upon receipt of Notice to Proceed, the Contractor for general construction on the project shall furnish to each separate prime Contractor within fourteen (14) days a schedule of the proposed prosecution of the work under his contract. E ach s eparate p rime Co ntractor s hall s ubmit t o t he Contractor for general construction within twenty-one (21) days after issuance of the Notice to Proceed, a schedule of the proposed prosecution of their work. The Contractor for general construction shall then submit to the Professional, CM, and the System within twenty-eight (28) days after issuance of the Notice to Proceed, a complete project schedule signed by all prime contractors indicating their approval, and showing in detail to the satisfaction of the Professional, CM and the System, the proposed dates for the performance of each phase of the work under each contract for the entire project.

3.8.101 In the event that the System, after the commencing of on-site work, grants an extension of time for sixty (60) days or more to a Contractor, the Contractor receiving the extension of time shall prepare a revised progress schedule for their prime contract. The Contractor involved in the extension shall forward the their revised progress schedule to the System representatives within thirty (30) days from the approval of his extension. In no event will the granting of an extension of time to a one prime Contractor automatically entitle any other prime Contractor to an extension of time.

3.8.102 The Contractor shall complete portions of the work in such order of time as may be stated in the specifications or as required in the progress charts as approved by all prime Contractors and the System. The System may require the Contractor to apply additional resources to maintain the project schedule, if the Contractor negligently fails to process the work according to the approved project schedule, at no additional cost to the System. If the Contractor shall refuse or fails to proceed as directed by the System, the System may find the Contractor in breach of his contract and/or declare the Contractor in default.

3.8.103 In lieu of the project schedule requirements specified in this section, the System may specify alternate scheduling procedures in the General Requirements. In that case, the Contractor shall comply with those provisions and a project schedule need not be submitted as specified herein.

3.9 SHOP DRAWINGS

3.9.100 The Contractor shall prepare and submit, in accordance with Section 01300-Submittals, the necessary shop drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog information and other data required to support the proposed installation methods and establish standards by which the work will be judged, according to and within the time schedule submitted by the Contractor and approved by the Professional and the System. The times for submission of shop drawings shall be mutually established so as not to delay the project or require a time extension to the contract completion date, without agreement by the System.

3.9.101 The Professional's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has informed the Professional in writing of such deviation at the time of submission, has noted the deviation on the shop drawings, and the Professional has given written approval of the specific deviation. The Professional's approval also does not relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

3.9.102 No portion of the work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Professional. Any work commenced by the Contractor prior to final approval of the shop drawings and/or samples by the Professional is performed by the Contractor at its own risk.

3.10 JOB CONDITIONS

3.10.100 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permit and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment, unless otherwise permitted by the System. The Contractor shall at all times keep the work site free from accumulation of waste materials or rubbish carried by his operations.

The site of the work is defined by limit of contract line shown on the drawings. Contractors may only extend their work beyond this line as may be necessary to satisfy requirements of all permits and to make utility and service connections. Before starting any work beyond the limit of contract, the Contractor will submit to the Professional and the System a description of the proposed work for their review and approval.

He shall cooperate in the arrangements of his work as necessary to least affect the administration or operation of any present building, and shall protect his materials. Existing utility services roads and access ways will not be interrupted without prior approval by the System. The Contractor will comply with the System's prescribed times for acceptable outage periods.

3.10.101 The Contractor shall at all times afford other contractors reasonable access to the site, material storage areas, and shall perform their work so as not to interfere with the work of other contractors.

3.10.102 The Contractor shall be responsible for providing temporary heat, light and water as necessary to execute and protect his work, shall maintain adequate ventilation of the work site to ensure proper air quality for human breathing, material protection, and safety equipment operations, and as further provided in the General Requirements.

3.10.103 The Contractor shall be responsible to obtain all approvals and certificates of occupancies from local and state authorities having jurisdiction over the project, and submit the completed documents to the System.

ARTICLE 4

CLAIMS AND DISPUTES

4.1 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.1.100 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the Contractor shall be given to the System promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions.

4.1.101 The System will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, will recommend an equitable adjustment in the contract sum or contract time, or both. If the conditions at the site are not materially different from those indicated in the Contract Documents, no change in the terms of the Contract is justified. No adjustment shall be made to the contract sum, however, for concealed conditions encountered during cutting and patching of work.

4.2 CLAIMS FOR ADDITIONAL TIME OR COST

4.2.100 If the Contractor wishes to make a claim for an increase in the Contract Sum, written notice shall be given to the System before proceeding to execute the work.

4.2.101 If the Contractor wishes to make a claim for an increase in Contract Time, written notice shall be given, including a estimate of cost and of probable effect of delay on the progress of the work. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data from a recognized weather authority substantiating that weather conditions were abnormal for the period and could not have been reasonably anticipated. The Contractor shall also substantiate that weather conditions had an adverse effect on the scheduled construction.

4.2.102 No claims for increased costs, charges, expenses, or damages of any kind, except as provided in the General Conditions, shall be made by the Contractor against the System for any delays or hindrances from any cause whatsoever, including but not limited to strikes, walkouts or work stoppages during the progress of any portion of the work. The System may, however, compensate the Contractor for any such delays by extending the time for completion of the work, as provided in the Contract, which extensions shall constitute the exclusive remedy between the parties.

4.3 DISPUTES WITH THE SYSTEM

4.3.100 The Contractor shall carry on the work and maintain the progress schedule during any claims, disputes questions, other related matters or proceedings unless otherwise agreed to in writing by the Contractor and the System.

4.3.101 In the event of any dispute, claim, question or other matter (hereinafter called disputed item) the Contractor shall immediately refer the disputed item in writing to the System Project Manager for a Determination, which said Determination shall be rendered in writing within a reasonable time.

4.3.102 Disputed items by the Contractor must be made known by written notice within 21 days after occurrence of the event giving rise to such disputed item, or within 21 days after the Contractor first recognizes the condition giving rise to the disputed item, whichever is later.

4.3.103 Claims Procedure: Determinations made by the System Project Manager shall be subject to the claims procedure as described herein. Any disputed item which the Contractor may have against the System under this contract, except those settled under these provisions, shall be subject to the following procedure for the resolution of same:

A. Dispute Conference. Any disputed item which the Contractor may have against the System under this contract or any breach thereof that has been referred to the System Project Manager, except as has been waived by the failure of the Contractor to present a timely claim in accordance with this section, shall be subject to negotiation at a Dispute Conference. A Dispute Conference shall be scheduled by the System upon the written demand of the Contractor if submitted no later than thirty (30) days after the date of the Determination by the System Project Manager.

B. Pre-Claim Hearing Upon written demand by the Contractor, all disputed items which the Contractor may have against the System which have not been resolved at a Dispute Conference shall be heard at a Pre-Claim Hearing chaired by the System Director for Construction Management.

No demand for a Pre-Claim Hearing shall be made later than thirty (30) days after the date on which the Contractor has received a decision rendered by the System Project Manager as a result of a Dispute Conference, or from the fortieth (40th) day after the Dispute Conference was held, if the Contractor has not received a decision. Failure to demand a Pre-Claim Hearing within the required time period shall result in the decision of the Dispute Conference becoming final and binding upon the Contractor.

4.3.104 All claims against the System arising out of this contract which have not previously been resolved at a Dispute Conference and subsequent Pre-Claim Hearing may be referred to the Board of Claims created by Act No. 193, approved May 20, 1937, P.L. 728, 72 P.S. as amended, in the manner and under the terms and conditions provided therein. The timely submission of any claim to a Dispute Conference and a Pre-Claim Hearing, in accordance with the provisions of Section 63.81 and 63.82 of the Act, respectively, shall be a condition precedent to the referral of such claim to the Board of Claims under the provisions of the section. Also, prior to filing a claim with the Board of Claims, the claim must have been first filed in writing with the contracting officer within six (6) months after it accrues and not thereafter.

4.4 DISPUTES WITH OTHER CONTRACTORS

4.4.100 The System shall have no obligation to any third parties for any claim, nor be a party to any claims, disputes or actions between prime contractors or subcontractors concerning such additional expense or damage. Nor shall such claims or disputes be subject to Board of Claims proceedings.

4.4.101 Should the Contractor, either directly or by the Contractor's subcontractors, or their respective agents, servants, or employees, cause damage or injury to the property or work of any other prime contractor or contractors, or by failing to perform the Contractor's work (including the work of the Contractor's

subcontractors) hereunder with due diligence, delay any other prime contractors who shall suffer additional expense or damage thereby, the parties involved in such dispute shall settle by agreement or arbitrate said claim, dispute or disputes by referring same to the American Arbitration Association. Said dispute or disputes shall be determined pursuant to the construction industry arbitration rules of the American Arbitration Association then in effect. Notice of the demand for arbitration shall be filed in writing with the other prime Contractors and with either the Philadelphia or Pittsburgh Regional Office of the American Arbitration Association, and a copy shall be filed with the professional and the System. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

4.4.102 It is agreed by all parties that disputes or actions between Contractors concerning the additional expense or damage herein before mentioned shall not delay completion of the work which shall be continued by the parties, subject to the rights herein before provided. It is agreed by the parties to the contract (the System as promisee and the Contractor as promisor) that the intent of this clause is to benefit the other prime Contractors on the project or related projects and to serve as an indication of the mutual intent of the System and the Contractor that this clause raise such other prime Contractors to the status of third party beneficiaries only as to the terms and conditions of sections entitled Subcontractors and Disputes with the System. The Contractor agrees that these sections are provided as a benefit to the Contractor and that they specifically exclude claims against the System for delay or other damages.

4.4.103 The Contractor agrees that all claims, disputes and other matters in question between prime Contractors, which arise out of, or are related to this contract or the breach thereof shall be settled by agreement or resolved by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate shall be in consideration of the fact that all prime Contractors agree to this same arbitration provision as provided in each separate prime contract and that arbitration of all claims disputes and other matters in question shall be held within a reasonable time after the claim, dispute or other matter in question has arisen.

ARTICLE 5

SUBCONTRACTORS

5.1 A Contractor may not, except with the consent of the System, have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project. Failure to disclose the names of such subcontractors and/or suppliers shall be sufficient grounds for termination of this contract. Such failure may also be grounds for the initiation of civil or criminal proceedings.

5.2 Subcontractors employed by the prime contractors are solely responsible to the prime Contractor, and shall have no contractual relationship with the System.

5.3 All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor. All agreements between Contractors and subcontractors shall contain provisions that:

A. Preserve and protect the rights of the System and the Professional under the Agreement with respect to the work to be performed under the subcontract, so that the subcontracting thereof will not prejudice such rights.

B. Require that such work be performed in accordance with the terms, conditions and requirements of the Contract Documents.

C. Require that all claims for additional costs, extensions of time or otherwise with respect to subcontracted portions of the work, shall be submitted to the Contractor in the manner provided in the Contract Documents for like claims by the Contractor upon the System.

D. Require that each subcontractor and/or supplier fully warrants and guarantees for the benefit of the System as purchaser the effectiveness, fitness for the purpose intended, quality and merchantability of any item provided and/or installed by such subcontractor.

E. Require that the subcontractor is without privity of Contract to the System and that it agrees by signing the subcontract that it neither acquires nor intends to acquire any rights against the System on a third party beneficiary theory or any others.

5.4 The Contractor shall not sublet any part of this contract without written approval of the System. Within 30 days of a Notice to Proceed, the Contractor shall submit a list of all subcontractors he proposes to use for written approval by the System. In all cases, this shall be prior to the first application for payment being submitted.

5.4 The System has the right to direct the Contractor to replace any subcontractor that the System objects to, for reasons that:

A. The subcontractor has failed to work in accordance with the contract provisions, rules and regulations regarding Contractor performance, contract compliance, good order and conduct of his employees.

B. The subcontractor has defaulted or failed to perform on previous System projects.

C. The subcontractor has been suspended or debarred from doing business with the Commonwealth. The Contractor shall then submit another subcontractor for approval.

Should there be a cost differential to the Contractor, the Contractor shall submit evidence to that fact, and the Contract Sum shall be increased or decreased by the cost difference by an appropriate Change Order.

ARTICLE 6

CHANGES IN THE WORK

6.1 RIGHT TO ORDER CHANGES

6.1.100 The System, without invalidating the agreement, may order changes in the work within the general scope of the agreement consisting of additions, deletions, or other revisions. The contract sum and time shall be adjusted accordingly, as they relate to the cost of the work, and impact on completion of the work. The Contractor agrees that payment under any method shall be the exclusive compensation for such addition, deletion, or other revision to the original agreement.

6.1.101 Minor changes in the work not affecting the contract sum or extension of time, consistent with the intent of the Contract Documents, may be directed by the System without additional compensation or time extension.

6.1.102 Work that can reasonably be done concurrently with other contract work, without significant addition of labor or equipment or increasing the contract completion date, will not be subject to time extension.

6.2 CHANGE ORDERS

6.2.100 The cost or credit of changed work will be determined by one of the methods described herein:

A. By a detailed cost breakdown properly itemized. The breakdown shall include size, quantity, type, etc., and may include a maximum of fifteen percent (15%) markup to labor costs and a maximum of ten percent (10%) markup to material and equipment costs for overhead and profit.

The Contractor may include a maximum of ten-percent (10%) total markup to any subcontractor costs for overhead and profit. Subcontractors cannot exceed the markups stated herein for labor, material, or equipment costs.

B. By unit prices stated in the bid proposal.

C. From prices as agreed upon in the Schedule of Values.

6.2.101 The Contractor shall not be entitled to profit which is lost as a result of deleted work, but shall be entitled to the overhead attributed to the items of work deleted from the Schedule of Values only when the contract completion date is not reduced.

6.3 UNILATERAL CHANGE ORDER

6.3.100 In the event that agreement cannot be reached as to the cost or credit of the changed work, the System shall prepare a cost estimate, and the Contractor will be issued a unilateral change order to proceed with the changed work at a cost not-to-exceed the System's estimate. The Contractor shall proceed with the

work and maintain accurate records of the actual cost of labor and material to perform the work.

6.3.101 Upon completion of the work, if the Contractor's actual cost including profit and overhead for the work does not exceed the System's not-to-exceed cost estimate, a new change order will be issued in the amount of the Contractor's actual cost.

6.3.102 If the work is not completed, and if the Contractor's actual cost has equaled or exceeded the not-to-exceed l imit o f t he u nilateral c hange o rder, t he S ystem w ill au dit t he Co ntractor's ac tual cost and subsequently attempt to negotiate a cost for the remaining work. If agreement cannot be reached for the remaining work, another unilateral change order will be issued at the System's revised cost estimate to complete the work. In this case, the Contractor retains the right to claim for equitable adjustment under the disputes clause of this agreement.

ARTICLE 7

TIME

7.1 The time specified for the contract completion is the number of calendar days from the date of the Notice to Proceed. The date for commencement of the work is the date of the Notice to Proceed. On site work shall commence no later than ten (10) days after the date of the Notice to Proceed.

7.2 Time extensions may be granted for events impacting the work beyond the control of the Contractor if the changed condition impacts a work item on the critical path of the project schedule, and the scheduled substantial completion date is extended.

ARTICLE 8

PAYMENTS AND COMPLETION

8.1 The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an application for payment, whether incorporated in the project or not, will pass to the System upon the receipt of such payment, free and clear of all terms, claims, security interests, or encumbrances.

8.2 PAYMENTS

8.2.100 Performance by the contractor in accordance with the provisions of the contract shall entitle the contractor to payment by the System. The System shall pay the contractor according to the provisions of this section for all items that appear on the application for payment and have been satisfactorily completed. Applications for payment will not be considered to be acceptable unless they meet all the requirements specified in S ection 0 1027-Application f or P ayment and as o utlined el sewhere in t he contract documents.

8. 2.101 Schedule of Values:
The contract sum is stated in the agreement and is the total amount payable for the performance of the work in compliance with the Contract Documents. Before any application for payment can be submitted, the Contractor shall submit to the System for its approval a detailed breakdown of the costs indicating a schedule of quantities and values for the items of work included in the contract, as required in Section 01027-Application for Payment. Each item in the Schedule of Values shall include its proper share of overhead and profit.

The Schedule of Values, when approved by the System shall be used as a basis for the Contractor's application for payments. This Schedule of Values may also be used to determine the cost or credit to the System resulting from the changes in the work.

8.2.102 The System may decline to approve any Application for Payment, or portion thereof, because of subsequently discovered evidence or subsequent inspections, which may nullify the whole or part of any Application for Payment previously issued, to such extent as may be necessary to protect the System from loss because of:

A. Defective work not remedied.

B. Failure of the Contractor to make payments properly to subcontractors or for labor, materials, and equipment.

C. Reasonable evidences that the work cannot be completed for the unpaid balance of the Contract Sum.

D. 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.

E. Unsatisfactory prosecution of the work by the Contractor.

8.2.103 Retainage:
Normally, payment of the total amount will be made upon substantial completion, final inspection, and acceptance of the work. However, when a contract exceeds $10,000 and upon written request, partial payments may be made after completion of portions of the work. To ensure proper performance of the contract, the System shall retain from all partial payments an amount not to exceed ten percent (10%) of the amount due the contractor until fifty percent (50%) of the contract is completed. The sum to be withheld from the contractor after the contract is fifty percent (50%) completed shall not exceed five percent (5%) of the value of the completed work based on monthly progress payment requests.

When the contract is fifty percent (50%) completed, one half of the amount retained by the System shall be returned to the contractor. However, the architect, engineer, or System project representative must approve the application for payment for reduction in retainage. The contractor must be making satisfactory progress, and there must be no specific cause for greater withholding.

All money retained by the System may be withheld from the contractor until substantial completion of the contractor. However, in the event a dispute arises between the System 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 o r indir ectly inv olved, u nless t he contractor causing the additional claim furnishes a bond satisfactory to the System to indemnify the System against the claim.

In absence of sufficient reason, within 20 days of receipt of payment of retainage, the contractor shall pay all subcontractors with which it has contracted their earned share of the retainage payment the contractor received.

8.2.104 Withholding of Payments for Good Faith Claims
The System may withhold payment for deficiency items according to the terms of the contract. If the System withholds payment from a contractor for a deficiency item, the System shall notify the contractor of the deficiency item within the timeframe specified in the contract or 15 calendar days of the date that the application for payment is received.

The Contractor may withhold payment from any subcontractor who is responsible for any deficiency item for good faith claims. If a contractor withholds payment from a subcontractor for a deficiency item, it must notify the subcontractor or supplier and the System of the reason within 15 calendar days of the date after receipt of the notice of the deficiency item from the System.

8.2.105 Payments to Subcontractors
For the purposes of this section, the contract between the contractor and the subcontractor is presumed to incorporate the terms of the contract between the contractor and the System. When a subcontractor has performed in accordance with the provisions of the contract, a contractor shall pay to the subcontractor, and each subcontractor shall in turn pay to its subcontractors, the full or proportioned amount received for each such subcontractor's work and material, 14 days after receipt of a progress payment. Neither the System nor any Professional shall have any obligation to pay or to see the payment of any monies to any subcontractor except as may be otherwise required by law.

8.2.106 Substantial Completion and Final Payment:
For all contracts containing a provision for retainage, the design professional shall make a final inspection within 30 days receipt of a request by the contractor for final inspection and application for final payment. If the work is substantially complete, the design professional shall issue a certificate of substantial completion and a final certificate for payment.

The System shall make payment in full within 45 days except as provided for in Article 8.2.103 Retainage, less only one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the design professional and, upon receipt by the System of any

guarantee bonds which may be required, in accordance with the contract, to ensure proper workmanship for a designated period of time. The certificate of substantial completion given by the design professional shall list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items shall be paid upon completion of the uncompleted items listed in the certificate of substantial completion of the design professional.

Payment under this section will be made upon satisfactory completion of the work specified in the Contract Documents and completion of all requirements listed in Section 01027 - Application for Payment.

8.3 ACCEPTANCE OF WORK

8.3.100 An application for progress payment, a progress payment, or any partial or entire use or occupancy of the project by the System shall not constitute an acceptance of any work not in accordance with the Contract Documents.

8.3.101 Partial Occupancy or Use:
The System may occupy or use any completed or partially completed portion of the work at any stage when such portion is so 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 work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the System and the Contractor have accepted in writing the responsibilities assigned to each of them for payments, security, maintenance, heat, insurance, etc.
Immediately prior to such partial occupancy or use, the System, Contractor, and Design Professional shall jointly inspect the area in order to determine and record the condition of the work, and agree to the period for correction of this work and as to the commencement of warranties.

8.4 Any person, co-partnership, association, or corporation furnishing labor, material, equipment or renting equipment or rendering public utility services in connection with performance of this contract shall have a right of action to recover the cost thereof from the Contractor and the Surety on the bond given to secure the payment for such labor, material, equipment or equipment rental and services rendered by public utility as though such person or corporation had been named as obligee in such bond; subject to the provisions of the act 1998 Act 57 Commonwealth Procurement Code.

8.5 NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS

8.5.100 Neither the System nor the Professional shall be p recluded o r es topped by t he m easurements o r approved applications for payment made or given by any of them or by any of their agents or employees, at any time, either before or after the completion and acceptance of the work and payment thereof, from showing the true and correct amount and character of the work performed and materials and equipment furnished by the Contractor. The System and/or the Professional may show at any time, that any such measurements or approved applications for payment are untrue or incorrectly made in any particular; or that the work or materials, equipment or any parts thereof do not conform to the Contract Documents.

8.5.101 The System shall have the right to reject the whole or any part of the aforesaid work or materials and equipment should the said measurements or approved applications for payment be found or be known to be inconsistent with the terms of the contract, or otherwise improperly given. The System shall not be precluded or estopped, notwithstanding any such measurements or approved applications for payment in accordance therewith, from demanding and recovering from the Contractor or his Surety, or both, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract Documents, or on account of any over-payments made on any approved applications for payment.

8.5.102 Neither the acceptance by the System or the Professional or any of their agents or employees, nor any certificate approved for payment of money; nor any payments for, nor acceptance of the whole or any part of the work by the System, nor any extension of time, nor any position taken by the System or its employees, shall operate as a waiver of any portion of the contract or any power herein reserved by the System or any right to damages. A waiver of any breach of the contract will not be held to be a waiver of any other or subsequent breach.

ARTICLE 9

PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required under his portion of the work and maintained during the term of the contract.

9.2 SAFETY OF PERSONS AND PROPERTY

9.2.100 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

A. All employees on the work, and all other persons who may be affected thereby.

B. All the work materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his subcontractors.

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2.101 The Contractor shall comply with all applicable, laws, ordinances, rules, regulations and orders of any public authority having jurisdiction of the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain as required by existing conditions and progress of the work, until the acceptance of the completion of his portion of the project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

9.2.102 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the System and the Professional.

9.2.103 Explosives shall not be used in the work without specific written approval by the System of the Contractor's plan for storage and use of them for accomplishing the work, and the Contractor providing the local Blasting Permit if required, the license for the person doing the blasting, and the Certificate for Insurance indicating blasting is included in the coverage.

9.3 EMERGENCIES

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor because emergency work shall be determined as provided in Changes in the Work.

ARTICLE 10

INSURANCE

10.1 GENERAL

10.1.100 All policies shall be issued by insurance companies known to be financially sound and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania.

10.1.101 Coverage shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment.

10.1.102 Insurance required herein shall also name the System of the Commonwealth of Pennsylvania as an additional insured, as its interest may appear, and Additional Insured Endorsements shall be provided along with the Certificates of Insurance.

10.1.103 Certificates of Insurance: A Certificate of Insurance acceptable to the System shall be filed with the System prior to the System issuing a Notice to Proceed. In no case shall any commencement of work on site be permitted until the required Certificates of Insurance have been provided and accepted by the System.

A. The Certificates of Insurance shall contain a provision that "coverage afforded under the policies will not be canceled, allowed to expire, or in any way changed, including alterations to the conditions of the policy, until at least thirty (30) days written notice has been given, by registered mail, to the System".

The Contractor will be responsible to ensure these notifications occur. Furthermore, should there be no notifications of policy expirations, terminations, or alterations of the insurance coverage, it will be the understanding of the System that the insurance coverage will be as required in the Contract, or as has been indicated in the latest issued Certificate of Insurance accepted by the System.

B. All exclusions to the insurance policies shall be either provided on the Certificate of Insurance, or attached to it as a List of Exclusions. Such exclusions must be acceptable to and agreed to by the System. If no such listing is provided, it will be understood by the System that there are no exclusions to the policies.

C. The deductible amounts for the coverage provided shall be indicated by the insurance company or companies providing the policies. This information shall be sent along with the Certificates of Insurance.

10.1.104 Copies of all insurance policies shall be made available upon request of the System.

10.1.105 At any time the insurance provisions of the agreement, as described herein, are not being maintained, the work of the Contractor may be terminated or suspended, according to the provisions of Article 12-Suspension of the Work and Article 13-Termination of the Work.

10.2 CONTRACTOR'S LIABILITY INSURANCE

10.2.100 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers Compensation Disability Benefit and other similar employee benefit Acts. Employees Liability Insurance, with a minimum of $1,000,000 aggregate coverage, is to be provided on the same operations.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.

C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.

D. Claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

10.2.101 The Contractor's commercial general liability insurance and automobile liability insurance shall be written for not less than $500,000 for injuries including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $3,000,000 for each occurrence. The Contractor's property damage liability insurance shall be in an amount not less than $3,000,000 for each occurrence.

10.2.102 <u>The commercial general liability insurance shall:</u>

A. Include completed operations and products liability coverage.

B. Shall include contractual liability coverage as necessary to meet the Contractor's obligations under Third Party Indemnification and System Indemnification and Hold Harmless.

C. Shall include the special property damage liability coverage commonly referred to as XCU (explosion, collapse, and underground damage), unless the System approves a Contractor's request to exclude this coverage.

D. Shall include adequate protection against special hazards when required, i.e.: blasting, etc.

10.2.103 <u>Subcontractors Insurance:</u>

A. The Contractor shall either require each of its subcontractors to procure and to maintain during the life of its subcontract subcontractor's commercial general liability, automobile liability, and property

damage liability insurance of the type and in the same amounts as specified in this Article, or insure the activity of its subcontractors in its own insurance policies.

B. The Contractor shall require each subcontractor to provide Worker's Compensation and Employer's Liability insurance covering all persons employed by such subcontractors on work to be performed on this contract.

C. The Contractor must submit to the System, prior to any subcontractors or sub-subcontractors commencing of any on site work, evidence that the subcontractors or sub-subcontractors are covered by insurance as required herein.

10.3 PROPERTY INSURANCE

10.3.100 The Contractor shall purchase and maintain property insurance for all insurable work included in the Contract, in the amount of the original Contract Sum as well as subsequent modifications thereto, in the names of the System and the Contractor as their respective interests may appear, in full 100% of the insurable value thereof, including:

A. Items of labor and materials connected therewith whether in or adjacent to the structure insured.

B. Materials in place or to be used as part of the permanent construction, including surplus materials, protective fences, bridges, temporary structures, miscellaneous materials and supplies incident to the work.

10.3.101 The property insurance will include and fully protect the interest of the System, the Commonwealth of Pennsylvania, the Contractor, subcontractors, and sub-subcontractors. The Contractor shall submit to the System for its approval all items deemed to be uninsurable.

10.3.102 Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse due to ice and snow, temporary structures, and debris removal as associated hereto.

10.3.103 The risk of damage to the construction work due to the perils covered by the said property insurance with extended coverage, is that of the Contractor, and no claims for such loss or damage will be recognized by the System, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

10.3.104 Partial occupancy or use in accordance with Article 8.3.101 Partial Occupancy or Use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise.

ARTICLE 11

UNCOVERING AND CORRECTION OF WORK

11.1 UNCOVERING OF WORK

11.1.100 Work performed under the contract is subject to inspection by the System. If a portion of the work is covered contrary to the request of the System or Professional, it must, if required by the System or Professional, be uncovered for its observation, and replaced at the Contractor's expense without change in Contract Time.

11.1.101 If a portion of the work has been covered which the System or Professional has not specifically requested to observe prior to being covered, the System or Professional may request to see such work, and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the System.

If the work is not in accordance with the Contract Documents, the work will be removed and replaced by the Contractor, within the period specified by the System by written notice, at no additional cost to the System. The System may, upon failure by the Contractor to replace the nonconforming work, have the work removed and replaced at the Contractor's expense.

11.2 CORRECTION OF DEFECTIVE OR NON-CONFORMING WORK

11.2.100 The Contractor shall promptly correct all work rejected by the System or Professional as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed. All defective or non-conforming work shall be promptly removed from the site. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Professional's additional services and any additional cost incurred by the System. Should the Contractor fail to respond in an expedient manner, the System may correct the work under Article 2.2-the System's Right to Carry Out the Work.

11.2.101 If, within one year after the date of substantial completion and acceptance of all work performed under the Contract or within such longer period of time as may be prescribed by Law or by the terms of any applicable special guarantee required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the System to do so, unless the System has previously given the Contractor a written acceptance of such specific condition. The System shall give such notice promptly after discovery of the condition.

If required, the Maintenance Bond hereto attached and made a part hereof shall provide a guarantee in the sum of ten percent (10%) of the total Contract sum of the work done for the correction and remedy of such defect. If the corrective work is not completed within thirty (30) days after notification by the System to the Contractor, the System may do the work and submit those costs to the Contractor's Surety for reimbursement.

11.2.102 The Contractor shall bear the cost of making good all work of other Prime Contractors destroyed or damaged by such removal or correction.

11.2.103 If the Contractor does not remove such defective or non-conforming work within the time fixed by written notice from the System, the System may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the System may, upon ten (10) additional days written notice, sell such work at auction or at private sale and, after deducting all the costs that should have been borne by the Contractor pursuant to the provisions of this paragraph, shall account for the net proceeds of the sale. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate change order shall be issued. If the payments then or thereafter due to Contractor are not sufficient to cover such amount, the Contractor and/or the Contractor's Surety shall pay the difference to the System.

11.2.104 The obligations of the Contractor under this section are in addition to and not in limitation of any obligations imposed upon the Contractor by special guarantees required by the Contract Documents or otherwise prescribed by law. Correction of defective work in no way reduces or eliminates the Contractor's responsibilities under the warranty provisions of the contract.

11.3 ACCEPTANCE OF NON-CONFORMING WORK

If the System elects to accept non-conforming work, it may do so instead of requiring its correction or removal and replacement. If nonconforming work is accepted, a change order shall be issued to reflect an appropriate reduction in the Contract Sum to reflect the actual cost reduction of the change in the work, or, if the amount is determined after final payment, it shall be paid by the Contractor and/or its Surety. In this case, all the costs of uncovering and recovering the work shall be at the expense of the Contractor, and which costs shall not be included as part of any deduct change order.

ARTICLE 12

SUSPENSION OF THE WORK

12.1 SUSPENSION OF WORK FOR CONVENIENCE

12.1.100 The System may order the Contractor in writing to suspend all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the System. This paragraph does not apply under conditions enumerated in Paragraph 12.2--Suspension of Work due to Unfavorable Conditions.

12.1.101 If the performance of all or any part of the work is, for an unreasonable period of time, suspended by the System, an adjustment shall be made for any increase in the cost of performance of this Contract

(excluding profit) necessarily caused by such unreasonable suspension. The Contract shall be modified in writing accordingly. No adjustment shall be made under this clause for any suspension to the extent that performance would have been so suspended by any other cause, including the fault or negligence of the Contractor; or for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

12.1.102 No claim under this clause shall be allowed unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension. The claim may not be asserted later than the date of Final Completion under the Agreement.

12.2 SUSPENSION OF WORK DUE TO UNFAVORABLE CONDITIONS

12.2.100 If, in the judgment of the System, the Contractor is taking undue risk of damage to any part of a structure or installation by proceeding with the work during unfavorable weather or other conditions, then the System may suspend the work temporarily, either wholly or in part for such periods as are necessary. In case of such suspension, a proper extension of time will be allowed as provided herein, but no allowance will be made to the Contractor for any expense or damages resulting from the suspension. The failure of the System to suspend the work does not relieve the Contractor of its responsibility to perform the work in accordance with the Contract Documents.

12.2.101 The System may require a suspension of the work if, in its opinion, unforeseen conditions warrant such stoppage. When the System directs resumption of the work, the Contractor shall resume full operations within a period of ten (10) days after the date of written notice to do so. The System is not liable for any damage or anticipated profits on account of the work being suspended.

12.2.102 Any work done by the Contractor during the period of suspension is its responsibility. The contractor shall receive no payment for the work unless the construction is subsequently resume and the work done during the intervals of suspension can be utilized in the resumed work.

12.2.103 Suspensions of work as outlined above shall not in themselves operate to extend the Contract date of completion. Requests for extensions of time shall be submitted in writing by the Contractor, setting forth its reasons for the extension.

12.3 SUSPENSION OF WORK FOR FAULT OF THE CONTRACTOR

Should the Contractor fail to comply with the orders of the System relative to any particular parts of the work, the System may suspend the work on any or all parts until its orders respecting the particular parts are complied with. In case of such suspension, which shall be considered due to the fault of the Contractor, no extension of time shall be given and no allowance will be made for the expenses incurred by the Contractor during the suspension period.

ARTICLE 13

TERMINATION OF THE AGREEMENT

13.1 TERMINATION FOR CONVENIENCE

13.1.100 The System may, at any time and for any reason, terminate this Agreement for the convenience of the System. In such case, the Contractor shall be paid (and shall accept payment) for that portion of the entire Contract actually performed to the date of termination, excluding, however, any loss of anticipated profits. Disputes as to the sum payable to the Contractor shall be settled in accordance with the Disputes Article of the Agreement.

13.1.101 Such termination shall be effective in the manner and at the time specified in such notice and shall be without prejudice to any claims that the System may have against the Contractor. Upon receipt of such notice from the System, the Contractor shall immediately discontinue all work and the placing of all orders for materials and equipment, facilities and supplies in connection with the performance of this Contract. The Contractor shall cancel promptly all existing orders and terminate work under all subcontracts so far as such orders and work are chargeable to this Contract. The Contractor shall take such measures for the protection of the property of the System as may be directed by the System.

13.1.102 Upon termination of this Agreement, as provided by this paragraph, full and complete adjustment and payment of all amounts due the Contractor arising out of this Agreement as determined by an audit conducted by or for the System, as soon as practicable after such termination, shall be made as follows:

A. The System shall reimburse the Contractor for all costs incurred to date of termination, including reasonable overhead and expense made in the performance of this Co ntract, l ess am ounts previously paid.

B. The System shall also reimburse the Contractor for all costs to which the Contractor has been subjected or is legally liable for by reason of the termination of this Contract, including reasonable costs related to cancellation of orders, termination of subcontracts, etc.

C. The System shall also reimburse the Contractor for the reasonable cost of providing protection of the property of the System as directed by the notice of termination.

D. The sum total of the payments made under this paragraph shall not exceed the total amount of the Agreement, less payments previously made.

E. Title to all property accruing to the System by reason of the termination of this Contract shall immediately vest in the System, and the Contractor will execute and deliver to the System all papers necessary to transfer title.

F. The System or its representative shall be afforded full access to all books, correspondence, data and papers of the Contractor relating to this Contract in order to determine the amount due.

13.2 TERMINATION FOR DEFAULT OF THE CONTRACTOR

13.2.100 If the Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or fails to proceed as directed by the System, or performs the work unsuitably, or neglects or refuses to remove materials or replace rejected work, or discontinues the prosecution of the work without approval of the System, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the System may, without prejudice to any of its other rights or remedies, give the Contractor and its Surety written notice that the Contractor has seven (7) days from the date of the System's notice to cure the default set forth in the notice.

The discretion to declare the Contractor in default is solely the Systems, and, no party, whether bound by Agreement to the System or attempting to raise a third party relationship, which this Contract specifically precludes, has standing to raise the failure of the System to exercise its discretion, if default is the basis of a claim against the System.

Should the Contractor fail to cure said default within the specified time, the System may terminate the Agreement between the System and the Contractor and may take possession of the site and of all materials, equipment, tools, construction equipment and machinery, which is owned by the Contractor, located on the property and may finish the work by whatever method it may deem expedient.

13.2.101 In such case, the Contractor is not entitled to receive any further payment until the work is finished, at which time the Contractor shall be paid any excess remaining. If the unpaid balance of the Contract sum exceeds the cost of finishing the work, including compensation for the Professional's additional services and any other damages which the System has incurred in accordance with the Agreement, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or the Surety or both shall pay the difference to the System.

13.2.102 In the event the System wrongfully terminates the contract, as determined by disputes resolution procedures in the disputes section of the General Conditions, such termination shall be considered termination for convenience. The Contractor shall be paid only for the work completed to the termination date and for the materials delivered to the site that is peculiar to the project, and for other costs incidental to termination to the date of termination.

ARTICLE 14

DEFINITIONS

14.1 As used in these General Conditions, and in the Agreement, the following definitions shall be described herein, unless the context clearly dictates otherwise.

A. Agreement means the Agreement or Contract, for construction services of which these general conditions are made a part. The term "Agreement" shall be int erchangeable w ith t he t erm

"Contract" throughout this document.

B. Change Order is a written order to the Contractor, signed by the System, and issued after the execution of the Contract, authorizing a change in the work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by change order.

C. Claim or Disputed Item means a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

D. Contract Sum is the sum stated in the Agreement, and, including authorized adjustments, is the total amount payable by the System to the Contractor for performance of the work under the Contract Documents.

E. Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for substantial completion of the work.

F. Contractor, or Prime Contractor shall be the entity with whom the System shall enter into an agreement to provide the means and methods to construct the Project in accordance with the Contract Documents.

G. Deficiency Item is work performed but which the design professional, the contractor, or the inspector will not certify as being completed according to the contract.

H. Final Completion is when the project is completed, in accordance with the Contract Documents.

I. Inspector is the person authorized or engaged by the System to inspect the work performed and materials furnished pursuant to a contract to determine whether the work completed is in compliance with the contract.

J. Subcontractor is a person or entity who has contracted to furnish labor or materials to or has performed labor for a contractor or another subcontractor in connection with a contract.

K. Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the System can occupy or utilize the work for its intended use. In no event shall a project be certified as substantially complete until at least 90% of the work on the project is completed.

L. System shall mean the System or Universities of the State System of Higher Education or the Office of the Chancellor authorizing the contract or any authorized representative thereof.

M. Work inc ludes al l s ervices and l abor nec essary t o p roduce the construction required by the Contract Documents. It also includes all material and equipment incorporated or to be incorporated into such construction.

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RIDER C
INSTRUCTION TO BIDDERS

It is the responsibility of the bidder by careful personal examination of the contract documents to satisfy himself as to the nature and location of the work, as well as all environmental conditions that may effect performance of the work. All bidders should visit the site to thoroughly familiarize themselves with the existing conditions. If any discrepancies should be found between existing conditions and the Contract Documents, prospective bidders shall report these discrepancies to the System for clarification prior to submitting a bid. Requests for interpretation of the work to be performed shall be submitted in writing to the System or the System's designated representative. Failure of the bidder to visit the site, recognize and take into account in their bid site conditions that affect the work, shall not be considered sufficient cause for any increase in the agreed upon contracted amount.

If a bid guaranty is required, each proposal must be accompanied by a certified check, bank cashier's check, or Bid Bond. Failure to submit a bid guaranty, if required, will result in the rejection of the Bid Proposal as unresponsive. If a Bid Bond is used as the guaranty, it must be submitted on the System-furnished Bid Bond form, complete with all signatures, seals, and certificate of power of attorney.

Each proposal shall be submitted in sealed envelopes marked plainly on the outside with the contract number, bid opening date and time, delivered within the time specified for the bid opening to be considered as responsive to the bi d requirements. The proposal shall remain sealed until publicly opened, read, and tabulated. Bids may be withdrawn up to the time of bid opening provided a written request is received prior to the time specified for bid opening. Bids may be withdrawn after the bid opening in accordance with Act 1998-57 Commonwealth Procurement Code, within 2 working days after the time designated as the date of the bid opening. All bids shall be unconditionally accepted without alteration or modification except as authorized in the bidding documents. The System reserves the right to reject any or all bids for any reason.

The proposals of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive bidder. The System may reject the bid proposals of any collusive bidder upon bid openings of future projects. Nothing in this section shall prevent a bidder from superseding a bid proposal by a subsequent proposal delivered prior to bid opening which expressly revokes the previous bid.

An actual or prospective bidder who is aggrieved concerning the solicitation or award of a contract may protest, in writing, to the University contracting officer. All protests must be made within seven (7) days after the bidder knows or should have known of the facts giving rise to the protest. If a protest is submitted by a protestant who did not submit a bid, the protest must be received by the university contracting officer prior to the b id opening time or the bid proposal receipt date o r it shall be considered untimely and w ill b e disregarded.

Upon request, or if specifically required by the terms of the bid form, the apparent low bidder may be requested to submit a contractor's qualification and/or financial statement within ten (10) calendar days of bid da te, with f inancial information c urrent within t welve (12) m onths prior t o t he bi d da te, of which statements shall be certified to be true and correct by an affidavit sworn to or affirmed before a notary public, or other officer empowered to administer oaths or affirmations. Failure to submit the required information, when requested, may result in rejection of the Bid Proposal.

To be deemed a responsible bidder, the bidder shall be capable of proving ownership of current assets over and above the current liabilities in amount equal to at least 20% of the bid price if the bid price is under $2,000,000; $400,000 plus 15% of all in excess of $2,000,000 if the bid price is over $2,000,000 and not exceeding $3,500,000; $625,000 plus 10% of all in excess of $3,500,000 if the bid price is over $3,500,000 and not exceeding $6,000,000; $875,000 plus 5% of all in excess of $6,000,000 if the bid price is over $6,000,000. No asset will be considered current unless there is reasonable expectation that it will be realized within a period of one year; nor will any liability be considered current that will not be liquidated within one year. Additional information may be requested by the System whenever, in its judgment, such information is necessary to determine the responsibility of the bidder.

The System may, solely at its own discretion, award the contract to the lowest responsive responsible bidder within sixty (60) days from the date of bid opening, and shall have the right to waive technical defects if in the best interest of the System. A time extension may be made by written consent of the lowest responsive responsible bidder. Award will be made by letter mailed to the Contractor and shall be effective the date of the mailing.

Should Contract Bonds be required, the Contractor must, within ten (10) days after the receipt of the documents, sign, have the Surety execute, and return them to the System. The Contractor's surety company shall be authorized to do business in the Commonwealth of Pennsylvania and must successfully demonstrate in writing prior to award that the amount of bond or reinsurance or other security has been obtained in conformance with Section 661 of the Pennsylvania Insurance Company law of 1921, 40 P.S. 832. Failure of the Bidder to execute the required Contract Bond within the time specified will result in payment to the System, not as a penalty, but as liquidated damages, their proposal guaranty, in the amount of the difference between their bid proposal and the next lowest responsive responsible bid proposal, or the proposal guaranty amount, whichever is less. The System shall have the right to award the contract to the next lowest responsive responsible bidder.

In the event a bidder fails, refuses, or neglects to provide any requested information or documents within the time stated in the Bid Documents or in the request, the System will have the right to reject their bid proposal as unresponsive.

The Notice to Proceed will be made by letter mailed to the Contractor and shall be effective the date of the mailing. The System will endeavor to issue the Notice to Proceed within 120 days of the Bid Opening. Any delays caused by the Contractor's failure to provide any required documents within the specified time will cause an equivalent number of days to be added to this time frame. The Contractor will commence work on the project site within 10 days of the Notice to Proceed. The Contractor should not order any materials or equipment or make any financial commitments concerning this contract until receiving the System's Notice to Proceed. Contractor's that do work prior to receiving the System's Notice to Proceed are proceeding at his own risk.

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COMMONWEALTH OF PENNSYLVANIA

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RIDER D

ADDITIONAL CONTRACT COMMITMENTS/INFORMATION

Contract Documents
The following documents are incorporated into the contract by reference and are part of Rider D.

- Notice to Contractors dated June 22, 2011
- Addendum #1 dated July 7, 2011; including Attachments
  - Pre-Bid Meeting Sign-in sheet
  - Planholder List as of 7/7/11
- Addendum No. 2 dated July 20, 2011
- Bid Proposal submitted by Cook's Service Co., Inc. dated July 27, 2011.

Assignment
This agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns, but it may not be assigned by the Contractor without the prior written consent of the System.

Review Field Conditions
The Contractor shall perform the work according to good quality industry standards, practices, and procedures.

The Contractor shall accept all conditions as found upon examination of the site, and take field measurements and verify field conditions before commencing activities

Wages
The Contractor should refer to Attachment 1 for the Prevailing Wages are applicable to this project. All 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. All regulations of the Federal and State Wage Acts shall be adhered to in the performance of this work.

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RIDER E

WARRANTIES

GENERAL PROJECT WARRANTY

The Contractor shall warrant to the System and the professional that all materials and equipment furnished under this contract shall be new, unless otherwise specified, and that all work shall be of good quality, free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards may be considered defective or nonconforming. If required by the professional, construction manager, or the System, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor explicitly warrants the merchantability, and the fitness for use and quality of all approved substituted i tems provided for or by him. The Contractor warrants that such installation, construction, materials or equipment of all approved substituted items will perform to the standard of the item originally specified.

The Contractor shall assign, deliver, and transfer to the professional all warranties for review, who then will transfer same to the System. The warranty provided in this section shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the contract documents.

LATENT DEFECTS

The Contractor shall correct at his expense all items of work which are found to be defected subsequent to installation or after completion of the work which can or could not reasonable be determined to be in compliance with the plans and specification at the time of installation. Inspection of the work at the time of installation by the Systems does not relieve the Contractor from the responsibility to correct such deficiencies or defects.

Bond No. B10 016 484

STATE SYSTEM OF HIGHER EDUCATION
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STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

RIDER F

BONDS

The performance, payment and maintenance bonds are attached and incorporated herein as part of this Rider F.

Bond No. B10 016 484

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we the undersigned

Cook's Service Co., Inc. 300 Industrial Drive Avondale,PA 19311

---

as Principal and Aegis Security Insurance Company
(Surety Company)

2407 Park Drive Suite 200 Harrisburg, PA 17110
(Address)

a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact business in Pennsylvania, as Surety, are held and firmly bound unto the State System of Higher Education as hereinafter set forth, in the full and just several sums of

(A) EightyThousand Four Hundred Fifty Five 00/100 Dollars ($ **80,455.00),**
for faithful performance of the contract as designated below;

(B) EightyThousand Four Hundred Fifty Five 00/100 Dollars ($ 80,455.00),
for payment for labor, material, equipment rental and public utility services as designated below; and

(C) Eight Thousand Forty Five 50/100 Dollars ($8,045.50),
for maintenance as designated below;

lawful money of the United States of America, to be paid to the State System of Higher Education, its successors or assigns, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dates this 7th day of September 2011.

WHEREAS, the above bounden Principal has entered into a contract with West Chester University of the State System of Higher Education for Contract WC923.4 Electrical Contract upon certain terms and conditions in said contract more particularly mentioned; and

WHEREAS, it is one of the conditions of the award of the State System of Higher Education pursuant to which said contract is about to be entered into, that these presents be executed;

NOW, THEREFORE, the joint and several conditions of this obligation are such:

A. That if the above bounden Principal as Contractor shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said contract and general provisions, including the plans and specifications therein referred to and made part thereof, and such alterations as may be made in said plans and specifications as therein provided, and which are hereby made part of this bond the same as though they were fully set forth herein, and shall indemnify and save harmless the State System of Higher Education and all of its officers, agents and employees from any expense incurred through the failure of said Contractor to complete the work as specified and for any damages growing out of the manner of performance of said contract by said Contractor or his Subcontractors, or his or their agents or servants including but not limited to patent, trademark and copyright infringements, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

B. That if the above bounden Principal shall and will promptly pay or cause to be paid all sums of money which may be due by the Principal or any of his subcontractors to any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and became component parts of the work or improvements contemplated, and for rental of equipment used, and services rendered by public utilities in, or in connection with, the prosecution of such work, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

C. That, if the above bounden Principal shall remedy without cost to the State System of Higher Education any break of warranty and/or defects which may develop during a period of one (1) year from the date of final completion and acceptance of all the work performed under said contract; provided, in the judgment of the State System of Higher Education or its successor having jurisdiction in the premises, such defects are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect. The duties and responsibilities incurred by the Principal pursuant to said Maintenance Bond shall in no way qualify or limit any right of the State System of Higher Education arising pursuant to the terms and conditions of the Performance Bond or absolve the Principal of any duty, responsibility or obligations vested in the State System of Higher Education.

D. It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done, or materials to be furnished, or labor to be supplied or performed, or equipment to be rented, or public utility services to be rendered, or the giving by the State System of Higher Education of any extension of time for the performance of the contract, or the reduction of the retained percentage as permitted by the contract, or any other forbearance on the part of either the State System of Higher Education or the Principal to the other, shall not in any way release the Principal and the Surety or Sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from

their liability hereunder; notice to the Surety or Sureties of any such alterations, extension, or forbearance being hereby waived.

E. The Principal and Surety hereby jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as Subcontractor or as a person otherwise entitled to the benefits of this Bond, has furnished material or supplied or performed labor or rented equipment used in the prosecution of the work as provided and any public utility who has rendered services, in, or in connection with, the prosecution of such work, and who has not been paid in full therefore, may sue in assumpsit on this bond in his, their, or its name and prosecute the same to final judgment for such sum or sums as may be justly due him, them, or its, and have execution thereon; provided, however, that the State System of Higher Education shall not be liable for the payment of any costs or expenses of such suit to a third party under any theory of law of equity.

F. Recovery by any persons, co-partnership, association, or corporation hereunder shall be subject to the provisions of the Act of December 20, 1967, P.L. 869, Act No. 385 (8 P.S. 191 ET SEQ), as amended, which Act is incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited, except that where said Act refers to the Commonwealth of Pennsylvania or a Department thereof, it shall be deemed to refer to the State System of Higher Education.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under seal the day and year above written.

WITNESS:

_____

_____
Principal-(Individual)

_____
Surety

(SURETY SEAL)

BY_____
Attorney-in-Fact

WITNESS:

_____
Principal-(Partnership)

_____

_____

_____

_____
Surety

(SURETY SEAL)

BY_____
Attorney-in-Fact

(CORPORATE SEAL)

Cook's Service Co., Inc.

[redacted]

Aegis Security Insurance Company
Surety

(SURETY SEAL [redacted]

BY [redacted]

Account Manager Robin Williams

Martin J Hellman

Power Certificate No. PA 066

AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY

Bond No. B10 016 484

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: **RENAUD S. RODRIGUEZ, MARTIN J. HELLMAN**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **$2.5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February 1993.

"**Resolved,** That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may by imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"**Resolved,** That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 28th day of July, 2011.

AEGIS SECURITY INSURANCE COMPANY

BY: [redacted]

DARLE[redacted]
President

AEGIS SECURITY INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

Commonwealth of Pennsylvania }
} s.s.: Harrisburg
County of Dauphin }

On this 28th day of July, 2011, before me personally came Darleen J. Fritz to me known, who being by me duly sworn, did depose and say that she is President of **AEGIS SECURITY INSURANCE COMPANY,** the corporation described herein and which executed the above instrument; that she knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that she signed her name thereto by like order.

[redacted]

REBECCA LIDDICK
Notary Public
My Commission Expires July 25, 2013

REBECCA LIDDICK COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

I, the undersigned, Assistant Secretary of **AEGIS SECURITY INSURANCE COMPANY,** a Pennsylvania corporation, **DO HEREBY CERTIFY** that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 7th day of September 2011

[redacted]

DEBORAH A. GOOD
Secretary

AEGIS SECURITY INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED

AEGIS SECURITY INSURANCE COMPANY
STATUTORY STATEMENTS OF ADMITTED ASSETS, LIABILITIES AND CAPITAL AND SURPLUS
DECEMBER 31, 2010 AND 2009

ADMITTED ASSETS

	2010	2009
Bonds, at statement value (fair value, 2010, $13,167,291; 2009, $18,784,827)	$ 13,660,286	$ 18,810,660
Stocks:		
Preferred: At fair value (cost, 2010, $200,000; 2009, $950,733)	172,560	811,008
At cost (fair value, 2010, $1,823,603; 2009, $1,470,734)	1,749,768	1,449,768
Common, fair value (cost, 2010, $15,958,611; 2009, $11,175,072)	15,745,098	9,880,010
Subsidiary, equity basis (cost, 2010, $5,687,432; 2009, $5,216,827)	13,138,453	11,972,869
	30,805,879	24,113,655
Mortgage loans on real estate	3,315,106	4,139,445
Real estate, cost less accumulated depreciation:		
Occupied by Company	2,482,652	2,548,789
Held-for-sale	2,670,251	2,669,045
Cash and short-term investments	12,414,035	9,091,460
Other invested assets	1,180,550	994,835
	52,868,473	43,557,229
Total cash and invested assets	66,528,759	62,367,889
Accrued investment income	183,809	274,340
Premiums in course of collection:		
Affiliate:		
American Sentinel Insurance Company	794,392	250,155
Mobile-Rec., Inc.	921,561	1,007,791
Other	6,080,876	4,600,640
Reinsurance recoverable on paid losses	1,201,506	1,705,378
Federal income tax recoverable		436,480
Net admitted deferred tax asset	1,681,105	1,859,782
	10,863,249	10,134,566
	$ 77,392,008	$ 72,502,455

LIABILITIES AND CAPITAL AND SURPLUS

	2010	2009
Losses	$ 10,436,166	$ 9,404,307
Loss adjustment expenses	1,625,742	1,462,785
Reinsurance payable on paid loss and loss adjustment expenses:		
Affiliate, American Sentinel Insurance Company	554,678	206,881
Other	22,447	35,322
Commissions payable	1,012,859	1,537,194
Accounts payable and accrued expenses	859,002	1,036,156
Accrued federal income taxes	414,159	
Accrued taxes, licenses and fees	465,842	189,332
Unearned premiums	15,773,786	15,483,378
Advance premiums	249,275	254,796
Ceded reinsurance premiums payable	1,854,299	1,052,364
Amounts withheld for account of others	835,253	1,164,313
Payable to affiliate, American Sentinel Insurance Company	1,141,300	1,180,000
Total liabilities	35,244,808	33,006,828
Capital and surplus:		
Common stock, par value (per share, 2010, $1.40; 2009, $1.00); authorized (2010, 5,000,000 shares; 2009, 3,000,000 shares); issued and outstanding (2010 and 2009, 3,000,000 shares)	4,200,000	3,000,000
Special surplus funds	243,440	286,720
Paid-in surplus	5,266,827	5,266,827
Unassigned surplus	32,436,933	30,942,080
Total capital and surplus	42,147,200	39,495,627
	$ 77,392,008	$ 72,502,455

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

RIDER G

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions

   a. Confidential information means information that is not public knowledge, or available to the p ublic o r r equest, d isclosure o f w hich would g ive an unfair, u nethical, o r i llegal advantage to another desiring to contract with the State System of Higher Education.

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

   c. Contractor means the individual or entity that has entered into this agreement with the State System of Higher Education, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

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

   e. 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 agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the State System of Higher Education.

3. The contract shall not disclose to others any confidential information gained by virtue of this agreement.

4. The Contractor shall not, in connection with this or any other agreement with the State System of Higher Education, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendations, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the State System of Higher Education.

5. The Contractor shall not, in connection with this or any other agreement with the State System of Higher Education 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 the State System of Higher Education.

6. Except with the consent of the State System of Higher Education, 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 agreement except as provided therein.

7. Except with the consent of the State System of Higher Education, 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 the State System of Higher Education in writing.

9. The Contractor, by execution of this agreement 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 shall, upon request of the Office of the Chancellor of the State System of Higher Education, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with the State System of Higher Education or which are otherwise relevant to the enforcement of these provisions.

11. For violation of any of the above provisions, the State System of Higher Education 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 State System of Higher Education. 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 State System of Higher Education may have under law, statute, regulation, or otherwise.

SPECIAL REQUIREMENTS

1. PRODUCT DISCRIMINATION

A. In accordance with the Reciprocal Limitations Act, Act 1998-57 Commonwealth Procurement Code, the contractor shall not use or permit to be used in the work, any supplies, equipment or materials manufactured in any state or territory of the United States which does not permit the purchase or use of such supplies, equipment or materials manufactured in the Commonwealth of Pennsylvania in or on the public buildings or other works of such state or territory.

(1) In accordance with the above Act, lumber products may not be used in any project constructed by the System, which were produced in Alaska, Georgia and Florida.

(2) Accordingly, resident prime contract bidders to the System will be given a preference against nonresident bidders from any state that gives a preference to bidders from that state. The amount of the preference shall be equal to the amount of the preference applied by the state of non-resident bidder. In accordance with the Act, the following states have been found to have applied a preference for in-state bidders. The amount of preference applied by each of the states in also set forth:

Alabama	3 percent (3%)
Alaska	5 percent (5%)
Arizona	5 percent (5%)
Arkansas	5 percent (5%)
California	5 percent (5%)
Massachusetts	2 percent (2%)
Montana	3 percent (3%)
New Mexico	5 percent (5%)
West Virginia	2 percent (2%)
Wyoming	5 percent (5%)

B. In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. 773.101 et seq), the contractor shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed in the contract documents as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. Penalties for violation of this paragraph may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

The countries of Brazil, South Korea, Spain, Mexico and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted for this project:

Brazil: Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet and cold-rolled carbon steel sheet.

Spain: Certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; certain steel products including hot-rolled s teel p late, c old-rolled c arbon s teel p late, c arbon s teel s tructural shapes, galvanized carbon steel sheet; hot-rolled carbon steel bars and cold-formed carbon steel bars.

South Korea: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate and hot-rolled carbon steel sheet and galvanized steel sheet.

Mexico: Certain iron-metal construction castings including manhole covers, rings and frames, catch basin frames and grates, clean-out covers, grates, meter boxes, valve boxes; galvanized carbon steel sheet; cold-rolled carbon steel sheet; carbon steel plate in coil; carbon steel plate cut to length; and small diameter carbon steel plate welded pipe.

Argentina: Carbon steel wire rod and cold-rolled carbon steel sheet.

2. STEEL PRODUCTS PROCUREMENT ACT

A. Pursuant to the Steel Products Procurement Act of March 3, 1978, P.L. 6, as amended by Act 144 of July 9, 1984 (73 P.S. Section 1881 et seq.), only steel products as defined in the Act shall be used or supplied in the performance of the contract or any subcontracts thereunder.

The System shall not provide for, or make any payments to, any person who has not complied with the Act. Any such payments made to any person by the System which should not have been made as a result of the Act, shall be recoverable directly from the contractor, subcontractor, manufacturer or supplier who did not comply with the Act by either the System or the Attorney General of Pennsylvania upon suit filed in the Court of Common Pleas of any county in which such contract was executed or in whole part performed.

In addition to the withholding of payments, any person who willfully violates any of the provisions of the Act shall be prohibited from submitting any bids to any public agency for a period of five (5) years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the Act is a subcontractor, manufacturer or supplier, such person shall be prohibited from performing any work or supplying any materials to a public agency for a period of five (5) years from the date of the determination that a violation has occurred.

The contractor shall include the provisions of the Steel Products Procurement Act in every subcontract and supply contract, so that the provisions of the Act shall be binding upon each subcontractor and/or material supplier.

Where trade names, catalog number and manufacturers of materials or equipment

are specified, they are mentioned therein for the purpose of establishing a standard of quality, performance and appearance, and for establishing a standard of competitive bidding. The use of these descriptive names, numbers, etc. will not relieve the contractor with compliance with all respects of the above Act.

Exception to this provision may be inserted in the contract, but only where the Chancellor or his designee, in writing, determines that steel products as herein defined are not produced in the United States in sufficient quantities to meet the requirements of the contract.

B. Guidelines to the Steel Products Procurement Act

(1) What items are subject to the Act? All items that are:

a. Incorporated into the Project: Items that will not be removed upon completionof the Project.

b. Produced in the United States: If you are unable to find a steel product that contains steel manufactured in the United States in sufficient quantities for the project, submit Form ST-4 (Not Domestically Manufactured: Contractors) with the names and addresses of suppliers that informed you that said product is not made with United States Manufactured Steel, to this office. Your claim will be researched and, upon written permission of the System, you may incorporate the product.

c. A Steel Product which the Act defines as all items that contain steel and/or cast iron products, and shall include the machinery and equipment that is listed in the U.S. Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment), and made of ,fabricated from , o r c ontaining s teel c omponents. C ONTACT T HE S YSTEM PROJECT REPRESENTATIVE FOR A DETERMINATION.

(2) Contractors are required to present certifications with each steel product they intend to incorporate into their project. CONTACT THE SYSTEM PROJECT REPRESENTATIVE FOR THE APPROPRIATE FORMS.

a. If 100% of the steel is identifiably marked as manufactured in the United States (i.e., stamped *Manufactured in the United States*), all that is necessary is that the contractor submit Form ST-1 certifying that the product is identifiably marked as provided.

b. If less than 100% of the steel is identifiably marked as manufactured in the United States, the type of certification required depends upon whether or not the steel product is structural steel.

If it is structural steel, (which is defined as steel products used as a basic structural element of a decking, steel stairways, steel reinforcing bars, steel structural lintels, steel pipes, steel joists, etc.) the party who intends to incorporate the steel product must complete Form ST-1 and product "documentation including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States." (Section 5(a) of the Act).

If it is not structural steel (i.e., door frames, window frames, machinery and equipment, or any product which is not considered by the System to be structural) the contractor must provide Form ST-1. The Contractor must also provide Form ST-2 signed by the Fabricator, stating that the steel products contained in the item are manufactured in the United States. The Fabricator is the firm that actually assembles the components of the product, as opposed to a Supplier or Distributor who simply stocks and sells the product.

c. If a product is known to contain both foreign and United States Steel, such products shall be determined to be a United States Steel product only if at least 75% of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States.

As long as 100% of the steel in an item is U.S. Manufactured Steel, then the item is in compliance with the Act no matter where the non-steel components of the item are manufactured. However, if the product contains both American and Foreign steel, then it must be shown that 75% of the product contains material produced or manufactured in the United States, INCLUDING EVERY MATERIAL IN THE ITEM, (Steel, Rubber, Plastic, Wood, etc.).

If both foreign and domestically manufactured steel are found in an item, have the Fabricator execute Form ST-3 (75% U.S. Manufacture Certifications: Fabricator). BE SURE HE WILL COMPLETE SAID FORM BEFORE PURCHASING THE PRODUCT. On said form, the Fabricator will certify the total costs of all materials used in the product, as well as the total cost of the materials used in the product that are produced/manufactured in the United States. If 75% or more of the materials are domestic, no further certification is required.

3. REGULATIONS GOVERNING ASBESTOS

A. The University has attempted to remove all asbestos containing material (ACM) in areas affected by this project prior to the start of construction. There is a possibility that ACM may be discovered during the course of the project, however. Should material known or suspected to contain asbestos be encountered, the contractor must cease operations in that area and notify the System representative immediately. In this event, the System will:

Restrict or deny access to all or part of the site if deemed necessary for protection of workers and occupants during testing and removal operations.

Have material tested to verify presence or absence of ACM if such testing has not previously been performed.

If ACM is present, contract to have the material removed by a qualified contractor in accordance with the latest applicable statutes and regulations of the Commonwealth of Pennsylvania and the latest rules and regulations of the United States Environmental Protection Agency as they pertain to the emission of asbestos into the air during construction and demolition work.

B. Should asbestos material be encountered on the job, each contractor shall comply with all of the latest statutes and regulations of the Commonwealth of Pennsylvania and all of the latest rules and regulations of the United States Environmental Protection Agency as they pertain to the emission of asbestos into the air during construction and demolition work and the disposal of material asbestos. Particular attention is drawn to Code of Federal Regulations, Title 40, Part 61, "Section 112 of Clean Air Act."

"Each Contractor shall comply fully with the latest regulations of OSHA as they pertain to the protection of workers exposed to the emission of asbestos fibers and shall take all steps necessary to protect his employees, as w ell as all other p eople engaged in the building, from exposure to asbestos fibers resulting from his work."

C. After review of the proposed adjustments to the schedule from the contractor, the System will grant an extension of time for delays caused by the asbestos testing and removal operations. Extensions will be granted only if the contractor can document that areas affected and made inaccessible had a direct impact on the critical path of the project.

4. ENVIRONMENTAL QUALITY CONTROL

A. All prime contractors and their subcontractors shall perform their work in a manner which s hall m inimize t he p ossibility o f a ir, w ater, l and a nd n oise p ollution, i n accordance with the General Conditions.

B. Each prime contractor shall comply with all statutes and regulations of the Commonwealth of Pennsylvania concerning environmental quality control administered by the Department of Environmental Resources, including the Clean Streams Law, Pennsylvania Sewage Facilities Act, Air Pollution Control Act, Surface Mining Conservation and Reclamation Act, Bituminous Coal Open Pit Mining Conservation Act, Dams and Encroachments Act, Water Well Driller's Act,

Water Works Act and Atomic Energy Act all as amended to date. Each Contractor will be solely responsible for any violations and shall be responsible for securing all required permits.

C. Burning of materials from clearing and grubbing operations, periodic and final clean-up, and all related construction shall be governed by local codes and ordinances and/or the Regulations of the Department of Environmental Resources. For each day that the Contractor may contemplate open burning, he shall secure written approval from the Department of Environmental Resources. Failure to secure permission for open burning will require prime contractor to remove material from project site and dispose of same in a manner acceptable to the Air Pollution Control Engineer and the Solid Waste Coordinator.

D. Storage, collection, transportation, processing and final disposal of solid waste shall be in accordance with regulations and standards of the Solid Waste Management Act of the Department of Environmental Resources. Immediately upon notice of award of contract the contractor shall apply for necessary permit from Department of Environmental Resources and conduct waste disposal on sites approved under this permit. A copy of this permit must be submitted to the University Project Manager before commencing waste disposal. Name, address and telephone number of the regional Solid Waste Coordinator of the Department of Environmental Resources is furnished below. This coordinator shall be contacted for permit and for information concerning sites already approved for conduction waste disposal.

REGION III - Harrisburg

Mr. Edward R. Simmons
Solid Waste Coordinator
Room 1002 - Health and Welfare Building
Harrisburg, PA 17120
(717) 787-9697

E. The following is the regional office of the Department of Environmental Resources and the name of the Air Pollution Control Engineer for this region:

REGION III - Harrisburg
Ronald O. Downey, Engineering Services Chief
407 South Cameron Street
Harrisburg, PA 17120
(717) 783-8162

5. MAJOR PROVISIONS OF H.B. NO. 2543 3772

Re: Notification to Public Utilities Prior to Excavating or Demolition Work When Using Powered Equipment or Blasting

A. Definitions Section

B. Duties of Utility Company (Section 2)

(1). Advise in writing county recorder of deeds where utility's lines are located:
   a. Utility company's name.
   b. Political subdivisions where lines are located.
   c. Utility's address and telephone number where inquiries may be made as to location of utility lines.

(2). Advise in writing any changes in A through B.

(3). Pay a $5 filing fee to county recorder of deeds.

(4). Advise a designer in two working days as to approximate location and type of utility lines at site for which designer is preparing a drawing.

(5). Advise a contractor who identifies job site in two working days as to:
   a. Location of lines at the site.
   b. Steps utility may take to avoid line damage.
   c. Suggestions to avoid damage.

(6). Advise designers and contractors of a "serial number" assigned by the utility when telephone call is made and maintain a "register" of pertinent information.

C. Duties of Recorder of Deeds (Section 3)

(1) Maintain a list of political subdivision, of utility lines information provided in B. above

(2). Make such lists available for inspection at no charge or provide a copy for $1.00.

D. Duties of Designer Preparing a Drawing, Requiring Excavation or Demolition Work (Section 4)

(1). Inspect or obtain a copy of list of utility companies from recorder of deeds.

(2). Request from utility companies on the list provided or inspected information as to approximate location and type utility line at the site.

(3) Show on the drawing the approximate location of line, type of line, name of utility company, utility company's office address and telephone number.

E. Duties of Contractors Performing Excavation or Demolition Work (Section 5)

(1). Ascertain location and type of utility line at the site by inspecting drawing, or by inspecting or obtaining a list from the county recorder of deeds and then contacting the utility companies on that list.

(2) Three days before excavation or demolition, request from the utility companies the steps utility may take to avoid damage

(3). Inform each equipment operator or blaster of information

(4) Report any damage to utility line made or discovered in the course of the work to utility company.

(5). Alert any occupants of premises as to any emergency created or discovered.

(6). Provisions of A,B, and C above do not apply in an emergency. (Defined as any condition constituting a clear and present danger to life or property by escaping gas, exposed wires or other utility line breaks or defects).

F. This act would not amend or repeal any other law or local ordinance on the same subject matter. This act does not preclude establishment of "one-call systems' or other such agreements.

G. Penalty of $100 to $1,000 or prison for up to 90 days, or both upon conviction for violation of the act.

6. SSHE MINORITY BUSINEES AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) AFFIRMATIVE ACTION

It is the policy of the Pennsylvania State System of Higher Education to:

A. Award and administer contracts for goods and services in a nondiscriminatory manner;
B. Promote the affirmative participation of women and minority-owned businesses in procurement activities and awards;
C. Integrate into procurement processes the necessary practices and procedures for the procurement of all goods and services for the System to effectively implement the policy.

7. SUBSURFACE INFORMATION

If subsurface drilling has been performed at the project site, prepared forms and/or subsurface drilling reports containing information secured by these borings which were provided to the System, are available from the System Project Manager upon receipt of the Contractor's signature on a standard receipt form, and payment established to cover the reproduction costs.

Notwithstanding anything contained in the contract documents, and/or in the subsurface drilling reports to the contrary, the subsurface drilling reports that will be provided to the Bidder are for informational purposes only and nothing contained therein and/or in the contract documents shall be deemed to be a representation or warranty with respect to the condition of the project site and/or any work required to be performed in connection with the excavation thereof, and in no event shall the subsurface drilling reports be considered a part of the contract documents.

Bidders represent to the System that they are experts in the work to be performed pursuant to the contract documents, and they have performed, at their sole cost and expense, such due diligence investigations as they deem necessary to determine for themselves the character of materials and excavation work to be performed pursuant to the contract documents. Bidders further acknowledge that the foregoing representation is a material inducement to the System's execution of the contract agreement.

8. RECYLCLED MATERIALS

In accordance with Section 108 Recycled Materials of Act 1 998-57 C ommonwealth Procurement Code, any products provided to the Commonwealth as part of the contractor's performance of this contract, if this paragraph is applicable to this project, shall meet the minimum percentage levels for the total recycled content and postconsumer recycled content, as found in the Department of General Services List of Products and Procurement Guidelines, Insulation for Construction Projects: Recycled Postconsumer Material as specified below.

A. Requirement

All insulation incorporated into the project must contain the minimum percentage of postconsumer recovered paper or recovered material as shown below for the applicable product:

MATERIAL TYPE	PERCENT BY WEIGHT
Cellulose loose-fill spray on	75 % postconsumer recovered paper
Perlite composite board	23% postconsumer recovered paper
Plastic rigid foam, polyisocyanurate/ polyurethane:	
> rigid foam	9% recovered material
> foam in-place	5% recovered material
> glass rigid foam	6% recovered material
Phenolic rigid foam	5% recovered material
Rock wool	50% recovered material

"Postconsumer recovered paper" is defined as "any paper, paperboard and fibrous wastes from retail stores, office buildings, homes and so forth, after they have passed through t heir end-usage as a c onsumer i tem i ncluding: u sed c orrugated bo xes; o ld newspapers; old magazines; mixed waste paper; tabulating cards and used cordage; as well as all paper, paperboard and fibrous wastes that enter and are collected, from municipal sold waste"

"Recovered materials" is defined as "waste material and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process"

General Decision Number: PA100026 02/18/2011 PA26

Superseded General Decision Number: PA20080026

State: Pennsylvania

Construction Type: Building

County: Chester County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/30/2010
3	05/07/2010
4	06/04/2010
5	06/11/2010
6	06/25/2010
7	07/02/2010
8	07/09/2010
9	07/30/2010
10	08/06/2010
11	08/27/2010
12	09/10/2010
13	09/24/2010
14	12/03/2010
15	01/14/2011
16	02/18/2011

ASBE0014-001 05/01/2010

	Rates	Fringes
Asbestos Workers/Insulator Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems	$ 39.64	27.76

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* BOIL0013-001 01/01/2011

	Rates	Fringes
BOILERMAKER	$ 37.35	30.01

BRPA0001-001 05/01/2010

	Rates	Fringes

BRICKLAYER.....$ 33.97 21.85

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* BRPA0001-013 01/01/2011

	Rates	Fringes
TILE SETTER.....	$ 36.15	19.68

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* BRPA0001-014 01/01/2011

	Rates	Fringes
Tile setter finisher.....	$ 29.11	19.27

CARP0845-003 05/01/2009

	Rates	Fringes
CARPENTER.....	$ 34.95	22.40

CARP1823-001 05/01/2010

	Rates	Fringes
FLOOR LAYER: Carpet.....	$ 37.41	23.29

ELEC0313-002 12/01/2005

CHESTER COUNTY (That portion south and east of U.S. Highway 1)

	Rates	Fringes
ELECTRICIAN.....	$ 31.09	17.44

ELEC0375-005 12/01/2010

CHESTER COUNTY (Oxford, Avondale and Kennett Square Townships)

	Rates	Fringes
ELECTRICIAN.....	$ 38.20	12.54

ELEC0380-004 09/06/2010

CHESTER COUNTY (East Coventry, East Vincent, West Vincent, East Pikeland, West Pikeland, Uwchlan, Upper Uwchlan, East Bradywine, Schuylkill and Charlestown Townships in their entirety, and that portion of Caln, East Caln, West Whiteland, Tredyffrin, Willstown, Easttown Townships and the Borough of Downingtown north of the U.S. Highway 30)

	Rates	Fringes
ELECTRICIAN.....	$ 39.47	22.82

ELEC0654-003 05/31/2010

CHESTER COUNTY (That portion south of U.S. Highway 30 and north of that part of U.S. Highway 1)

	Rates	Fringes
ELECTRICIAN.....	$ 38.78	21.25

ELEC0743-005 09/01/2010

CHESTER COUNTY (West Clan, West Brandywine, Honey Brook, Wallace West Nantmeal, Warwich, South Coventy, Valley Twps, and Coatesville)

	Rates	Fringes
ELECTRICIAN.....	$ 31.87	3%+15.50

ELEC0743-008 09/01/2010

CHESTER COUNTY (The portion of Sadsbury and West Sadsbury Township north of U.S. Highway 30)

	Rates	Fringes
ELECTRICIAN.....	$ 31.87	3%+15.50

ELEV0005-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 46.90	20.04

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

ENGI0542-011 05/01/2009

	Rates	Fringes
Power equipment operators:		
Pavers.....	$ 39.79	$21.00+A
Rollers.....	$ 35.71	$19.79+A

FOOTNOTE
A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day

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IRON0401-003 07/01/2010

CHESTER COUNTY (Beginning at the intersection of the Schuykill River and a line running between Mingo, Pa., and the intersection of Routes 100 and 401, left on Route 401 to Route 29. Right on Route 29 to Route 30. Right on Route 30, to Route 352. Left on Route 352 to the Chester County line at Tanguy, Pa. Left along the Chester County boundary line to intersect the above mentioned line)

	Rates	Fringes
IRONWORKER	$ 44.70	26.69

IRON0420-005 07/01/2010

CHESTER COUNTY (Parkersburg, East Sadsburg, West Sadsburg, Pomeroy, Wagontown, West Clan, Barren, Honeybrook, Birdel, Rockville, Icedale, East Brandywine, Cognog, Lyndel, Cupola, Wyebrook, Glen Moore, Marsh, Nantmeal, East Nantmeal, Nantmeal Village, West Vincent, Kimberton, Chester Spring, Pikeland, East Vincent, East Warwick, West Warwick, St. Peters, East Coventry, West Coventry, Cedarville, Pottstown and Flicks Lock, Pennburst, Spring City, Parker Ford Townships)

	Rates	Fringes
Ironworkers:		
STRUCTURAL, ORNAMENTAL & REINFORCING - $200 million plus jobs	$ 29.00	22.00
STRUCTURAL, ORNAMENTAL & REINFORCING	$ 28.50	22.00

IRON0451-003 07/01/2009

REMAINDER OF CHESTER COUNTY

	Rates	Fringes
IRONWORKER	$ 31.60	23.90

LABO0400-001 05/01/2009

	Rates	Fringes
Laborers:		
GROUP 1	$ 23.85	21.65

GROUP 2	$ 23.95	21.65
GROUP 3	$ 24.00	21.65
GROUP 4	$ 24.15	21.65
GROUP 5	$ 24.25	21.65
GROUP 6	$ 23.99	21.65
GROUP 7	$ 25.10	21.65
GROUP 8	$ 25.15	21.65
GROUP 9	$ 25.25	21.65
GROUP10	$ 25.40	21.65

LABORERS CLASSIFICATIONS

GROUP 1: Stripping and dismantling concrete form work, loading, carry and handling of all reinforced steel and steel mesh, handling lumber and other building materials, operating jackhammers, paving breakers and all other pheumatic tools, building scaffolds, raking shoveling and tamping of asphalt, spading and concrete pit work, grading, form pinning, shoring, demolition except burners, laying conduits and ducts, sheathing, lagging, laying nonmetallic pipe and caulking, all other types of laborers

GROUP 2: Mason tender, power buggies, burners on demolition

GROUP 3: Wagon drill operator (single)

GROUP 4: Powdermen, wagon drill operator (multiple), circular caissons excavation: caisson groundmen, underpinning excavation: laborers, working at depth of 8 feet or under

GROUP 5: Caisson bottom man

GROUP 6: Yard workers

GROUP 7: Trackmen, Brakemen, Groutmen, Bottom Shaft Men, and All other Men in Free Air Tunnels

GROUP 8: Form Setters

GROUP 9: Blasters, Driller, Pneumatic Shield Operators

GROUP 10: Asbestos abatement laborers, hazardous waste laborers, and lead abatement laborers

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LABO0413-004 04/01/2008

	Rates	Fringes
Landscape Laborer		
Farm Tractor Driver, hydroseeder Nozzleman and Mulcher Nozzleman	$ 18.06	18.80+A

FOOTNOTE:
A. PAID HOLIDAYS: Independence Day, Labor Day, and

Thanksgiving Day.

PAIN0021-004 05/01/2010

	Rates	Fringes
Painters:		
Brush & Roller	$ 32.31	20.69
Spray, Steel, and Swing	$ 33.56	20.69

PAIN0021-012 05/01/2010

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 33.00	22.14

PLAS0592-011 05/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.20	25.51

PLUM0690-002 05/01/2010

	Rates	Fringes
PLUMBER	$ 41.53	25.76

ROOF0030-001 05/01/2009

	Rates	Fringes
Roofers:		
Composition	$ 30.00	22.70+A
Shingles	$ 23.25	13.77+A
Slate and Tile	$ 26.25	13.77+A

FOOTNOTE (Composition Roofer only):
A. PAID HOLIDAY: Election Day

SFPA0692-002 01/01/2011

	Rates	Fringes
SPRINKLER FITTER	$ 48.32	18.65

SHEE0019-008 07/01/2010

	Rates	Fringes
Sheet metal worker	$ 38.36	31.82
SHEETMETAL WORKER (Sign Makers & Hangers)	$ 23.92	16.72

SUPA1988-001 06/01/1988

	Rates	Fringes
GLAZIER	$ 12.67	3.05
Power equipment operators:		
Backhoes	$ 14.46	3.18
Bulldozers	$ 14.27	2.98
Loaders	$ 13.40	2.73
Scrapers	$ 11.00	2.25
TRUCK DRIVER	$ 12.28	3.32

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION