

Contractor's expense. Materials shall not be delivered earlier than reasonably necessary for proper progress of the Work unless prior approval is granted by the Owner.

§ 9.3.2.6 All material and work incorporated in the Work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

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

§ 9.3.4 Retainage

§ 9.3.4.1 In accordance with 62 Pa. C.S.A §3921, the Owner shall retain ten percent (10%) of all amounts due the Contractor until the Work is fifty percent (50%) completed. When the Work is fifty percent (50%) completed, one-half of the amount retained by the Owner may be returned to the Contractor, provided the Contractor provides written Consent of Surety to such reduction in retainage to the Construction Manager along with its Application for Payment, provided the Architect approved the Application and reduction of retainage, and further provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. A specific cause for greater withholding shall include, without limitation, the following:

- .1 The Contractor's inability to produce evidence satisfactory to the Construction Manager and/or the Owner evidencing payments for materials, labor and/or payments to Subcontractors, manufacturers or suppliers.
- .2 The existence of a dispute between the Owner and the Contractor regarding increased costs claimed by such Contractor.
- .3 Contractor's failure to complete the Work in accordance with the Contract Documents, including without limitation, the Drawings and Specifications.
- .4 Defective Work or damaged Work identified subsequent to installation.
- .5 Failure to comply with any of the Project requirements including, but not limited to, schedule, coordination, staffing, supervision, subcontractors, submittals, etc.

§ 9.3.4.2 In addition to the Owner's right to determine if a specific cause for greater withholding exists, the Architect and Construction Manager shall be entitled to determine if a specific cause for greater withholding exists under this Section. The Architect and Construction Manager may, with Owner's approval, reject the reduction in retainage if the Contractor is not making satisfactory progress in its Work or if the Architect and Construction Manager determine that there is a specific cause for greater withholding. The Architect and Construction Manager will consider the following items when reviewing a request for reduction in retainage and failure to meet any of the following requirements may be considered by the Architect and Construction Manager as sufficient grounds for rejecting a reduction of retainage.

- .1 Satisfactory performance of the Work.
- .2 Satisfactory maintenance of the Project schedule.
- .3 Proper manning of the Project.
- .4 Satisfactory completion of the Work.
- .5 Satisfactory organization of the Project.
- .6 Proper organization and coordination of Subcontractors.
- .7 Proper coordination with other major Subcontractors, Owner's forces, and separate contractors.
- .8 All defective Work has been remedied or is in the process of being remedied.
- .9 Work completed is not in contention.
- .10 Satisfactory follow through of paperwork, certified payrolls, Change Order proposals, or Construction Change Directives.

- .11 Satisfactory compliance with all government code statutes, regulations and laws including but not limited to local government ordinances and the rules and regulations promulgated for the PA Department of Environmental Protection and the County Conservation District.
- .12 The Architect's and Construction Manager's decision to reject a reduction of retainage shall be final and binding on the Prime Contractors.

§ 9.3.4.3 The Owner shall retain five percent (5%) of all amounts due the Contractor after the Work is fifty percent (50%) completed. In the event a dispute arises between the Owner and a Prime Contractor or separate contractor, which dispute is based upon increased costs claimed by the Prime Contractor or separate contractor occasioned by delays, or other actions of the Contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor furnishes a bond satisfactory to the Owner to indemnify the Owner against the full claim.

§ 9.3.4.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner, Construction Manager and Architect, or if the Surety withholds its consent, or for other good and sufficient reasons.

§ 9.3.4.5 All monies retained by the Owner may be withheld from the Contractor until substantial completion of the Project.

§ 9.4 Certificates for Payment

§ 9.4.1 Intentionally deleted.

§ 9.4.2 The Construction Manager will, within seven days after the Construction Manager receives the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due to Contractors; (2) prepare a Project Application and Certificate for Payment; (3) certify the amount the Construction Manager determines is due to the Prime Contractor; and (4) forward the Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors no later than the date established for such progress payment.

§ 9.4.3 The Construction Manager's certification of a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to continuing observations and ongoing evaluations of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment, shall not certify payment, and will withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within applicable Project milestone otherwise within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to submit Prevailing Wage Certifications as required;
- .9 failure to comply with governmental statutes, regulations, laws, rules, ordinances and lawful orders of governmental authorities with jurisdiction over the Project;
- .10 failure to comply with Project milestones, phasing, coordination or scheduling requirements; or
- .11 failure to adequately staff the Project.

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

§ 9.5.2.1 If the Contractor disputes any determination by the Construction Manager or the Architect with regard to any Certificate of Payment, the Contractor nevertheless expeditiously shall continue to prosecute the Work.

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

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and shall so notify the Construction Manager and Architect. Such payment by the Owner shall not constitute approval or acceptance of any item of cost in the Application for Payment. No partial payment made hereunder shall be or be deemed to be final

acceptance or approval of that portion of the Work to which such partial payment relates or relieve the Contractor of any of its obligations hereunder with respect thereto.

§ 9.6.2 The Contractor shall pay each Subcontractor and supplier, no later than 20 days after receipt of payment from the Owner, the amount to which the Subcontractor or supplier is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Contractor and each Subcontractor shall comply with the payment provisions of Section 3933 of the Pennsylvania Commonwealth Procurement Act, 62 Pa. C.S §3933.

§ 9.6.2.1 The Contractor shall, at the request of the Owner, the Construction Manager, or the Architect, prior to the submission of an Application for Payment, submit an affidavit signed by the Contractor, Subcontractors', manufacturers and/or suppliers that they have been paid for their portion of the Work from previous Applications for Payment such Subcontractors, manufacturers and/or suppliers have performed Work

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

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

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

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

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

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

§ 9.7 Failure of Payment

If through no fault of the Contractor the Owner does not pay the Contractor the amount certified by the Construction Manager and Architect within 21 days after the date established in the Contract Documents, then the Contractor may, upon 14 additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the undisputed amount owing has been received. The Contract Time shall be extended for the amount of time the Contractor stopped Work. Contractor shall not stop work or terminate this Agreement if the Architect or Construction Manager should refuse to issue a Certificate of Payment because the Application for Payment does not conform with the requirements of the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, and the local authorities having jurisdiction have

issues a final Certificate of Occupancy so the Owner can occupy or utilize the Work for its intended use. In general, the only remaining Work shall be minor in nature, so that the Owner can occupy the building or major area thereof on that date and the completion of the Work by the Contractor would not materially interfere with or hamper the Owner's normal operations. Contractor recognizes that 'normal operations' require the use and occupancy of the Work by the public, students, and Owner's staff without interruption and that any punchlist or corrective work shall be done at times when the Work is not so occupied unless otherwise permitted by Owner.

§ 9.8.1.1 The Date of Substantial Completion will be established after the Construction Manager's receipt of the Contractor's Notification for Substantial Completion inspection and the Architect's and Construction Manager's inspection and concurrence that the Work has achieved Substantial Completion.

§ 9.8.1.2 For Substantial Completion to occur for the Contractor, the following conditions shall be met:

- .1 All of the Project parts and systems are accessible, operable and usable by the Owner, including the site work, HVAC systems, plumbing, electric, and Life Safety Systems, and commissioning of such systems has been successfully completed.
- .2 The Project is clean, as defined elsewhere in the Contract Documents.
- .3 Operation and maintenance manuals have been submitted to the Architect through the Construction Manager.
- .4 Training of the Owner's personnel has taken place as required elsewhere in the Specifications.
- .5 Annotated Record Drawings have been submitted to the Architect through the Construction Manager.
- .6 All Federal, State and local authorities having jurisdiction over the Project have issued the requisite occupancy permits and/or approvals so that the Owner can occupy or utilize the Work for its intended purpose.

§ 9.8.1.3 There will be a phased completion date for each phase to account for and address retainage reduction for select phases of the Project agreed to by the Contractor with the Construction Manager and Architect in accordance with the specific milestone completion dates where Owner takes beneficial use of certain designated phases. The conditions of phased completion shall be similar to those stated for Substantial Completion of the entire Project except that the warranty will not begin. Warranties will begin only at Substantial Completion of the entire Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Construction Manager and Architect its own comprehensive list of items (punchlist) to be completed or corrected prior to achieve Final Completion. If after the punchlists are submitted and upon inspection, it is found that a Contractor's punchlist is incomplete, lengthy, or ill prepared, the Substantial Completion request will be denied. If it is required because of a Contractor's incomplete, lengthy, or ill prepared punchlist or the Contractor's inability to complete its punchlist and, therefore, complete the Contract, then the Architect, the Construction Manager, or any of their consultants or representatives or the Owner, is required to prepare a punchlist, then the Contractor will be solely responsible for all costs associated with the creation of the punchlist. Such costs may be back charged to Contractor and deducted from any existing retainage or subsequent Application for Payment. In the event that the Architect, the Construction Manager, or any of its consultants or representatives, or the Owner is required to prepare punchlists, the Contractor will be in default of the Contract. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. If more than one inspection for Substantial Completion is required, the Contractor will be billed and responsible for the professional fees and services of the Architect and/or Construction Manager for performing all subsequent inspections.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of

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

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

§ 9.8.5.1 Inspections for Substantial Completion will be conducted only at the completion of the Project or a scheduled phase of the Project. Such inspection will take place only when Prime Contractor is complete with the Project or that scheduled phase of the Project. Any items to be completed or corrected that remain on the punchlist shall have a value of 150% of the cost affixed to them. Construction Manager, after consultation with the Architect, will provide the valuation. Such amount shall be retained from payments and held until the items are completed or corrected to the satisfaction of the Architect.

§ 9.8.5.2 In no event shall the Project or portion thereof be certified as substantially complete until at least 90% of the work on the Project, or portion thereof, is complete.

§ 9.8.5.3 Within 14 days after receipt of Contractor's Notification of Substantial Completion **and** the Contractor's list of Work to be completed or corrected, the Architect, assisted by the Construction Manager, will verify and issue a list of items to be completed or corrected. Should the Contractor fail to provide their listing of the work to be completed or corrected or if the Architect deems said list to be incomplete, the Architect will not be obligated to inspect the Project until such list is provided.

§ 9.8.6 In no case shall the time established for the completion and correction of items on the list extend beyond 30 days after certification of Substantial Completion, except for delay beyond the Contractor's control. The Contractor shall pay for all architectural and consultant services incurred thereafter due to the failure of Contractor to complete and/or correct Work on the list or to submit documentation and items required for Final Completion and Final Payment. Such costs may be back charged to Contractor and deducted from any existing retainage or subsequent Application for Payment.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.9.4 As Work is completed and occupied, the Contractor shall ensure the continuing construction activities will not unreasonably interfere with the use, occupancy and quiet enjoyment of the completed portions thereof.

§ 9.9.5 The Contractor agrees to coordinate the Work with the Construction Manager, the Architect, and the Owner in order to minimize disturbance to occupied portions of the structure. In the event performances or tests are conducted in close proximity to the Work in progress, the Contractor agrees to cease all Work which may disturb the Owner's occupants.

§ 9.9.6 The Owner shall have the right to occupy and erect or place any apparatus or equipment in any part of the Project without such installation being construed as an acceptance of any of the Contractor's workmanship or materials, or as affecting any terms in the Contract. Prior, however, to the Owner taking possession, an inspection will be made by the Construction Manager, Architect, and Owner of the area and any subsequent damage due to occupancy by the Owner will not be the responsibility of the Contractor.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed ("Final Completion"), the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) final "as-built" prints of record drawings marked by the Contractor with record information as set forth in the Contract Documents, (7) a final Contractor's sworn statement showing all Subcontractors and material and equipment suppliers to be fully paid and similar sworn statement from Subcontractors and Sub-Subcontractors confirming that they have been paid, and (8) other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the

Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.3.1 If more than one inspection for Final Completion is required, the Contractor will be billed and responsible for the professional fees and services of the Architect and/or Construction Manager for performing all subsequent inspections. Following Substantial Completion, in the event the Contractor or Subcontractor fails to complete the list of items of the Work instructed by the Architect or Construction Manager to be corrected or completed within the time period set forth elsewhere in the Contract Documents or if no such time period is set forth elsewhere in the Contract Documents, then 30 days from Substantial Completion, the Owner may: (i) exercise any available remedies to correct or complete deficient Work or retain a third party to correct or complete such Work at the cost of the Contractor; (ii) retain and deduct from any payments or retention otherwise due to the Contractor any fees and expenses for services required to be provided by the Architect and/or Construction Manager; and/or (iii) recover against the Contractor and Surety under the Performance Bond, as part of its damages any and all legal fees and professional fees, jointly and severally, and all other costs and expenses incurred by the Owner in connection with the Owner's pursuit of its rights under the Contract and Performance Bond, including, but not limited to, any and all legal fees, professional fees, and all other costs and expenses related thereto. The Owner shall have the right to set off said amounts against any amount alleged to be due and owing to the Contractor under the Contract.

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner.

- .1 Intentionally deleted.
- .2 Intentionally deleted.
- .3 Intentionally deleted.
- .4 Intentionally deleted.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously asserted in a timely manner and in accordance with the Contract Documents and specifically identified in writing as unsettled at the time of final Application for Payment.

§ 9.11 Liquidated Damages

§ 9.11.1 Actual damages for delay in the time of completion are impossible of determination, thus liquidated damages will apply for each delay. The Contractor and Contractor's Surety shall be jointly and severally liable for, and shall pay the Owner the cost of expenses incurred by the Owner resulting from the Contractor's delay in completing the Work of the Contract within the Contract Time, as liquidated damages, but not as a penalty, in the amounts listed below, for each calendar day (Sunday and holidays included) of delay from the Project milestone dates, the phased completion dates, and the substantial completion date for the entire Project until the Work is substantially complete (as defined in Articles 8 and 9.8) at each phase, milestone of construction, subject to adjustments of the Contract Time as provided in the Contract Documents.

General Construction Contract \$2,000 per day

In the event the Contractor or Surety litigates the validity of this provision or the assertion of liquidated damages, the Contractor and Surety, jointly and severally, shall also be liable for legal fees, professional fees, costs, other expenses and/or damages incurred by the Owner. This liquidated damages provision applies to each phase and milestone of construction as well as the Substantial Completion date for the entire Project. Owner's right to receive liquidated damages shall be in addition to all other rights and remedies available to the Owner at law or in equity.

§ 9.11.2 Intentionally deleted.

§ 9.11.3 The Owner shall have the right to deduct the total amount of liquidated damages for which the Contractor may be liable under this Article from any payments then or thereafter due the Contractor. The Surety upon the Contract Bonds furnished by the Contractor shall be liable for any fixed, agreed, and liquidated damages for which the Contractor may be liable under this Section to the extent that the Contractor shall not make settlement thereof with the Owner.

§ 9.11.4 In addition to the Liquidated Damages established in this Section 9.11, the Contractor agrees to pay all associated costs for the Construction Manager and Architect to extend their Contract to remain on the Project due to the failure of the Contractor to complete the Work within the time frame stipulated in the Project Schedule. Damages

to other Contractors due to the extension of this Project duration shall be pursued in accordance with Article 6 of these General Conditions of the Contract.

§ 9.11.4.1 The determination of these costs will be based on the level of completion of the Work by the Contractor.

§ 9.11.4.2 Intentionally deleted.

§ 9.11.4.3 Intentionally deleted.

§ 9.11.5 Liquidated damages for failure to correct "punchlist" items shall be calculated at the following rates for each calendar day of delay beyond 30 calendar days after certification of Substantial Completion or phased completion until Work for corrections is complete.

Liquidated Damages

\$500 per day

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for verification that the Contractor has a safety program within 14 days after Notice to Proceed. The Construction Manager's responsibilities for verification of safety programs shall not extend to any review of the adequacy of the Contractor's safety program, or control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work.

§ 10.1.1 The Contractor's safety program shall reference Federal and State OSHA standards and other rules and regulations applicable to construction activities on the Project. The Contractor's Project Safety and Health Program shall include, without limitation, as a minimum, the following:

§ 10.1.1.1 New Hire Safety and Orientation Program: Each new or reassigned employee of the Contractor shall receive a thorough safety orientation including, without limitation, employer/employee responsibilities under Federal and State OSHA regulations, ear protection in high noise level areas, respiratory protection, Material Safety Data Sheets (MSDS), fire protection, first aid facilities, and look-out procedures on electrical equipment. Attendance at the New Hire Safety and Orientation Program meeting is required, and records must be kept on file in the Contractor's office for review.

§ 10.1.1.2 The Contractor shall furnish 2 sets of Material Safety Data Sheets (MSDS) to the Construction Manager for all materials used on the Project in accordance with governmental requirements. In addition, the Contractor shall maintain 1 set of MSDS on the Project site for periodic inspection by the Owner and the Construction Manager. The Contractor shall be responsible for continually updating their MSDS sheets on site and provide the Construction Manager with any revisions to the MSDS. The Contractor shall be responsible for compliance with OSHA and the Hazard Communications Standard.

§ 10.1.1.3 Weekly Toolbox Safety Meetings: The Contractor shall conduct Weekly Toolbox Safety Meetings to provide employees with current safety information. Attendance is required and records must be kept on file in the Contractor's office for review.

§10.1.2 Safety

§10.1.2.1 Without limiting any other provisions regarding safety in the Contract Documents or under law, the Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, and the Work and materials and equipment to be incorporated therein, with respect to the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss, specifically including all measures necessary and as may be

required to comply with the Guidance and Directives from the Commonwealth of Pennsylvania, the Centers for Disease Control and Prevention (CDC), and any other governmental agency, relating to and arising from the COVID-19 pandemic. The Contractor acknowledges and agrees that the Guidance and Guidelines referenced herein may be revised and updated from time to time, and Contractor agrees to comply with any such revisions and updates.

§10.1.2.2 If applicable and when requested by the Owner, Construction Manager, or Architect, the Contractor agrees to submit to Owner a copy of Contractor's written plan for complying with the Guidelines and Guidance Documents referenced herein, including safe-distancing measures and other mitigation measures to protect the health and safety of Contractor's employees and the general public, as well as the Directive(s) of the Pennsylvania Governor, as may be updated from time to time. Submission of the plan to Owner shall not impose upon or establish for Owner any responsibility or obligation for Contractor's work environment or work-site safety, as such responsibility and obligation is solely upon the Contractor.

§ 10.2 Safety of Persons and Property

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

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

§ 10.2.2 The Contractor shall comply with, and give notices or reports required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. If the Contractor fails to give such notices, or fails to comply with such laws, statutes, ordinances, codes, rules, regulations, and lawful orders of public authorities, Contractor shall be liable for and shall indemnify, defend, and hold harmless Owner, Architect, and Construction Manager, and their respective employees, officers and agents, against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees imposed on or incurred by the parties indemnified hereunder.

§ 10.2.2.1 The Contractor shall comply with Pennsylvania Act 187 of 1996 to call Pennsylvania One Call System, Inc. (800) 242-1776 prior to digging, excavating, or moving earth on the Project. The Contractor shall contract for the services of a qualified agency to assist in locating utilities on site not covered under Pennsylvania One Call System, Inc.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall provide reasonable advance notice to the Owner and Construction Manager and exercise utmost care and carry on such activities under supervision of properly qualified personnel. Any Work approved must be in strict compliance with state and local regulations.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or

Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.7.1 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services and shall comply with all reasonable recommendations of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

§ 10.2.7.2 The Contractor shall at all times protect excavations, trenches, buildings, and materials from rainwater, ground water, back up or leakage of sewers, drainage or other piping, and from water of any other origin, and shall remove promptly any accumulation of water from the Project site. Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.7.3 The Contractor shall remove snow or ice from the Project site which may result in damage or delay.

§ 10.2.7.4 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, whether forming part of the Work or located within those areas of the Project to which the Contractor has access. The Contractor shall have full responsibility for the security of such property of the Owner located in such areas and shall reimburse the Owner for any such loss, damage, or injury, except such as may be directly caused by agents or employees of the Owner.

§ 10.2.8 Injury or Damage to Person or Property

If the Contractor suffers injury or damage to person or property because of an act or omission of another party, written notice of the injury or damage, whether or not insured, shall be given to the Owner and Construction Manager within a reasonable time not exceeding 21 days after first observance, otherwise, such claim shall be deemed waived by the Contractor. The notice shall provide sufficient detail to enable the other party to investigate the matter. The Owner shall not be responsible for actions or inactions of the Contractor or their Subcontractors.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed consultant to verify the presence or absence of the hazardous material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the hazardous material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately.

§ 10.3.3 To the extent covered by the Owner's applicable insurance policies, the Owner shall indemnify, defend, and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if, and only if, in fact the hazardous material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless by the Owner after receipt of notice from Contractor of the same, provided that such claim,

damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is not due to the fault or negligence of the party seeking indemnity or a party other than the Owner.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 Intentionally deleted.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify the Owner, Construction Manager, Architect, and appropriate public safety authorities (i.e., police, EMS, fire service, etc.). Extensions of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents effective from the date of signing of the Agreement until 90 days after Final Payment except as otherwise provided below. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the Commonwealth of Pennsylvania and have an A- or better, or financial rating of X or better with the A.M. Best's Company Key Rating, Guide - Latest Edition and being, satisfactory to Owner and Architect, and which are licensed to practice business in the Commonwealth of Pennsylvania. The Contractor shall obtain insurance for protection from claims under workers' compensation acts and other employee benefits acts which are applicable, claims for damages because of bodily injury, including, without limitation, death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations or completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Contractor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance. The Contractor shall include the Owner, Construction Manager and Construction Manager's consultants, municipalities having jurisdiction, and the Architect and Architect's consultants, as additional insureds under the Contractor's insurance policies, except for workers' compensation, or as otherwise described in the Contract Documents. All of the Contractor's insurance policies and the Certificates of Insurance shall state that such insurance is primary and non-contributory with respect to any other valid and collectible insurance policies. The Owner and the Contractor each intend that the policies provided in response to this Section 11.1 shall protect all of the parties insured and provide primary and non-contributory coverage for losses and damages caused by the perils covered thereby. Accordingly, such policies shall state that in the event of payment of loss or damage, the insurer shall have no right of recovery against the parties named as insureds or additional insureds.

§ 11.1.1.1 Contractor shall submit to the Owner an appropriate Certificate of Insurance within the time required by the Instructions to Bidders which certifies that the Contractor is covered by insurance requirements of this Article 11. Further, Contractor fully understands that failure to timely submit the Certificate of Insurance shall give the Owner the option to withdraw the award and forfeit the Bidder's Bid Bond.

§ 11.1.1.2 The insurance required by this Section 11.1 shall be written for not less than limits of liability specified in the Contract Documents as set forth in Section 11.1.1.3 below or required by law, whichever coverage is greater. Coverages must be written on an occurrence basis with the exception of professional and environmental/pollution liability that may be written on a "claims made" basis, and shall be maintained without interruption from the date of signing of the Agreement until 90 days after the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's products and completed operations, and any coverage written on a claims-made basis, until the expiration of the period for correction of Work or for such other

period for maintenance of completed operations coverage as specified in the Contract Documents. If any such insurance is due to expire during the required coverage period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of continued coverage to the Owner and the Architect for record. The minimum coverage limits set forth herein shall be subject to periodic review, and Owner reserves the right to require that the Contractor increase the minimum coverage limits if, in the reasonable opinion of Owner, the minimum coverage limits become inadequate.

§ 11.1.1.3 The Contractor shall provide Commercial General Liability including, without limitation, coverage for direct operations, sublet work, personal and advertising injury, bodily injury, property damage with explosion, collapse, and underground hazard coverage (X, C, U) contractual liability, products and completed operations with limits not less than those stated below.

- | | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| .1 | General Aggregate per project
(Other than Products and Completed Operations) | \$2,000,000 |
| .2 | Products and Completed Operations Aggregate | \$1,000,000 |
| .3 | Personal and Advertising Injury | \$1,000,000 |
| .4 | Each Occurrence | \$1,000,000 |
| .5 | Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period. | |

§ 11.1.1.4 The Contractor shall provide comprehensive automobile liability insurance including, without limitation, coverage for owned, non-owned, and hired vehicles with limits not less \$1,000,000 for each occurrence, bodily injury and property damage combined.

§ 11.1.1.5 The Contractor shall provide an umbrella excess liability policy written on an excess basis with minimum coverage limits not less than **\$5,000,000 for each occurrence and \$5,000,000 in the aggregate** which provides excess coverage over all underlying insurance policies. The umbrella excess liability policy shall include, without limitation, a follow form aggregate provision.

§ 11.1.1.6 The Contractor shall provide insurance covering losses caused by pollution incidents in limits not less than those listed below, that arise from the operations of the Contractor. Insurance shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

For General Contracts,	\$1,000,000 per claim
Contractor's Pollution Liability:	\$1,000,000 aggregate

§ 11.1.1.7 The Contractor shall provide Workmen's Compensation in the amounts and coverage as required by Commonwealth of Pennsylvania Workmen's Compensation laws and Employers Liability with the following minimum limits:

- | | | |
|----|------------------------|-------------|
| .1 | Each accident | \$1,000,000 |
| .2 | Disease, each employee | \$1,000,000 |
| .3 | Disease, policy limit | \$1,000,000 |

§ 11.1.1.8 If the Contractor stores work offsite, the Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.

§ 11.1.1.9 None of the requirements contained herein as to the types, limits, or Owner's approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Contract Documents, any other agreement with the Owner, or otherwise provided by law.

§ 11.1.1.10 Failure of Contractor to provide insurance as herein required or failure of Owner to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of this Section shall not be deemed

to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of the Contractor to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Contractor and independent of the duty to furnish a copy or certificate of such insurance policies.

§ 11.1.2 Contractor's Performance Bond and Payment Bond. The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents covering the Contractor's faithful performance of the Contract and payment of obligations arising thereunder. The Contractor shall purchase and maintain the required bonds from a company or companies acceptable to the Owner and lawfully authorized to issue surety bonds in the Commonwealth of Pennsylvania, and the cost thereof shall be included in the Contract Sum. The amount of each Payment Bond and Performance Bond shall be equal to one hundred percent (100%) of the Contract Sum. The forms contained in the Bidding Documents must be used. Other forms of bonds will not be accepted. The carriers from whom the Contractor has purchased bonds must be listed in the most recent U.S. Treasury Department Circular and authorized to conduct business in the Commonwealth of Pennsylvania with an AM Best Rating or "A-" or better and financial rating of Class "X" or higher. The amount of said bonds in question must not exceed the acceptable limit in accordance with the ratings of the surety company. The Contractor shall provide bonds in accordance with the Public Works Contracts Bond Law of 1967, 8 P.S. Sec. 191, et seq. The bonds shall be solely for the protection of the Owner or its assignee. The Surety's liability under the bonds shall be the same as the Contractor's liability.

§ 11.1.2.1 The Contractor shall deliver the required Payment Bond and Performance Bond to the Owner not later than ten (10) days after receipt of Notice of Intent to Award.

§ 11.1.2.2 The Contractor shall require the attorney-in-fact who executes the required Payment Bond and Performance Bond on behalf of the surety to affix thereto a power of attorney that is certified to be in full force and effect as of the date of the Bonds.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.

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

§ 11.1.4.2 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire. Written notice shall be provided to the Owner in compliance with this Section 11.1.4 in the event the Contractor's insurance expires or is cancelled within the time specified in Section 11.1.1. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by this Section 11.1. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness. If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25 will be acceptable. Language such as "will endeavor to mail..." or "...but failure to mail...shall impose no obligation or liability...upon the company, its agents or representatives..." is not acceptable within the Cancellation Clause and should be stricken therefrom.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain property insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. **§ 11.2.1.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.2 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The Contractor shall be solely liable for paying the deductible on the Owner's builder's risk insurance for the Project for any claims relating to the Contractor's Work.

§ 11.2.1.2 Property insurance shall be on an "all-risk" or equivalent policy form and shall insure against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise specifically provided in the Contract Documents.

§ 11.2.2 Failure to Purchase Required Property Insurance.
Intentionally deleted.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.
Intentionally deleted.

§ 11.2.4 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.2.5 The insurance required by this Section 11.2 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment.

§ 11.3 Waivers of Subrogation

§ 11.3.1 Intentionally deleted.

§ 11.3.2 Intentionally deleted.

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

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 Intentionally deleted.

§ 11.5.2 Intentionally deleted.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

In addition to the Contractor's obligations under Section 3.5, if, within one year, or such longer period of time as set forth in the Bid, after the date of Substantial Completion or designate portion thereof, the Contractor shall promptly correct Work rejected by the Construction Manager, Owner, or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.1.1 Work that is rejected or fails to conform to the requirements of the Contract Documents that requires any review, research, recommendation, meetings or direction by the Architect, any other consultants, or the Construction Manager, in order to substantiate the same or to approve remedies or alternate solutions will be subject to Section 12.2.1. The Architect, any consultants, and the Construction Manager, will be compensated for such additional Work at the prevailing rates by the Owner, who will be entitled to back charge the Contractor for such fees, as well as any legal fees, professional fees, other expenses or costs incurred. The Owner may deduct the same from any Application for Payment or any amount of retainage.

§ 12.2.1.2 If prior to the date of Substantial Completion, the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The obligations under Section 12.2.2 shall survive acceptances of the Work under the Contract and termination or expiration of the Agreement. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5. Nothing contained in Section 12.2.2 shall decrease the liability of the Contractor and its Surety as set for the in the Performance Bond and/or as required by law.

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

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 2.5. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within 10 days after written notice, the Owner may, upon 10 additional days' written notice, sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby, and attorneys' and accountants' fees and expenses. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

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

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

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

§ 12.2.6 The obligations under Section 12.2 shall cover any repairs and replacement to any part of the Work or other property caused by the defective Work.

§ 12.2.7 The Contractor will be responsible for any expense of the Owner incurred by said uncovering or repair including, but not limited to, legal fees, professional fees, other expenses, or costs.

§ 12.2.8 Upon request by the Owner and prior to the expiration of 1 year from the date of Substantial Completion, the Architect, Construction Manager, and Contractor shall schedule and attend a meeting with the Owner to review the facilities operations and performance.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the Commonwealth of Pennsylvania without regard to conflicts of law

§ 13.2 Successors and Assigns

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

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

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

§ 13.3.3 In the event the Contractor should breach any obligation imposed by the Contract Documents, in addition to all other damages, losses, costs and relief, whether in law or equity, which the Owner may recover, the Owner shall also be entitled to an award for any reasonable legal fees, expert witness fees, and consultant fees incurred in attempting to enforce or recover under the Contract Documents by reason of the Contractor's breach. The Owner's right to recover under the Contract Documents, at law or in equity, shall not be restricted to the rights and remedies set forth in Article 15 of these General Conditions.

§ 13.3.4 In the event that the Owner declares the Contractor in default and the Contractor's Surety fails to adhere to its obligations under the Performance Bond or Payment Bond, the Surety shall be liable to the Owner for any and all damages that the Owner incurs including, but not limited to, any attorney's fees, professional fees, or other costs or expenses incurred by the Owner in connection with the Owner's pursuit of its rights under the Performance Bond, Payment Bond and/or applicable law, including the cost of all litigation, including but not limited to, attorney's fees, professional fees, and costs.

§ 13.3.5 To the extent any Contractor sues the Owner, and the Owner prevails in such litigation, the Contractor shall be responsible for all of the Owner's damages, costs and expenses including but not limited to, any and all professional fees or expert witness fees (e.g., Architectural fees, Construction Management fees, and legal fees).

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. The Contractor shall make arrangements for and conduct or obtain such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals, including, without limitation, the cost of retesting for verification of compliance if necessary, until the Architect and/or the Construction Manager certify(ies) that the Work in question does comply with the requirements of the Contract Documents, and all such costs shall be included in the Contract Sum.. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after the Agreement is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require. At the Owner's option, the Owner may retain a field-testing agency or other testing agencies for this Project, as the Owner deems necessary, in its sole discretion.

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

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense. Such amounts will be deducted, to the extent available, from any amount due the Contractor. If the amount due the Contractor is not sufficient to cover such amounts, the

Contractor shall pay the difference to the Owner within 7 days of receipt of the Owner's invoice for such legal fees, professional fees or other cost or expenses.

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of 3% simple interest per annum, as set for the in Article 8.2 of the AIA, A132-2019, Standard Form of Agreement between Owner and Contractor.

§ 13.6 Interpretations

§13.6.1 The captions and headings of various Articles and Section in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

§ 13.6.2 The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of the Contract Documents.

§ 13.6.3 References to Sections or paragraphs shall also be deemed to include the respective Subparagraphs.

§ 13.6.4 The parties hereto expressly waive the defense of contra proferentem, i.e., that the Contract Documents or any portion of the Contract Documents may be construed against any party as the drafter thereof.

§ 13.7 Employment Policies

§ 13.7.1 The Contractor shall maintain policies of employment as follows:

§ 13.7.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§ 13.7.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.8 Owner's Right to Attorney's Fees and Costs

§ 13.8.1 In the event Contractor institutes legal proceeding against Owner and Owner subsequently prevails in said legal proceedings, Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorney's fees, expert witness fees, Architectural fees, Construction Management fees, engineering fees, consulting fees (together with reasonable expenses and disbursements incurred in connection therewith) which the Owner may incur in connection with said legal proceedings (including professional fees rendered in anticipation of such proceedings). Owner's right to such costs and expenses shall apply to, but not be limited to, any unsuccessful challenge brought by a Bidder to Owner's award of a contract to another Bidder. This provision shall create no right to the Contractor or any other person or entity for payment of such costs or expenses.

§ 13.8.2 In the event the Contractor should breach any obligation imposed by the Contract Documents, in addition to all other damages, losses, costs and relief, whether in law or equity, which the Owner may recover, the Owner shall also be entitled to an award for any reasonable attorney's fees incurred in attempting to enforce to recover upon the Contract Documents by reason of the Contractor's breach.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 Intentionally deleted.

- .1** Intentionally deleted.
- .2** Intentionally deleted.
- .3** Intentionally deleted.
- .4** Intentionally deleted.

§ 14.1.2 Intentionally deleted.

§ 14.1.3 Intentionally deleted.

§ 14.1.4 Intentionally deleted.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1** refuses or fails to supply enough properly skilled workers or proper materials;
- .2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4** otherwise materially breaches a provision of the Contract Documents;
- .5** submits an Application for Payment, sworn statement, Waiver of Lien, Affidavit or document of any nature whatsoever which it intentionally falsified; or
- .6** institutes proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Code or any similar or applicable federal or state law; or if a Petition under any federal or state Bankruptcy or Insolvency Law against the Contractor and such Petition is not dismissed within 60 days of the day of said filing; or if the Contractor admits, in writing, its inability to pay its debts generally if they become due, or if Contractor makes a general assignment for the benefit of the creditors, or if a Receiver, Liquidator, Trustee or Assignee is appointed on account of Contractor's bankruptcy or insolvency; or if the Receiver of all or any substantial portion of the Contractor's property is appointed.

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

- .1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2** Accept assignment of subcontracts pursuant to Section 5.4; and
- .3** Finish the Work by whatever reasonable method the Owner may deem expedient.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds all costs to the Owner of completing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor less Owner's costs for completing the Work as of the date of termination. If such costs and damages to the Owner of completing the Work exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner immediately upon Owner's demand. The cost to the Owner of completing the Work shall include (but not be limited to) the cost of any additional architectural, construction management, managerial and administrative services required thereby, any costs incurred in retaining another

Contractor or other Subcontractor to complete the Work, any additional interest or fees which the Owner may incur by reason of the delay in completion of the Work, attorney's fees and expenses incurred by the Owner, and any other damage, costs and expenses which Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Contractor shall be certified by the Architect upon application, in the manner provided in Article 9.4.

§ 14.2.5 Notwithstanding any other provision of the Contract Documents to the contrary, in the event that the Contractor abandons its Work on the Project, as determined by the Owner in its sole discretion, and the Contractor does not resume its Work after 72 hours prior written notice from the Owner, the Owner may terminate the Contractor for cause without such termination being subject to the Initial Decision Maker's certification required by Section 14.2.2. The Owner's rights set forth in this Section 14.2.5 shall be in addition to all other rights of the Owner granted in the Contract Documents, at law, or in equity.

§ 14.2.6 In the event the Owner elects to terminate the Contractor for cause, the Owner may recover against the Contractor and Surety as part of its damages any and all legal fees, professional fees, jointly and severally, including, but not limited to, Architectural fees, Construction Management fees, expert witness and consultant fees, legal fees, and all other costs and expenses related thereto. The Owner shall have the right to set off said amounts against any amount alleged to be due and owing to the Contractor on the base amount of the Contract. Further, should the Contractor fail to achieve Final Completion promptly, upon written recommendation by the Architect and upon notice to the Contractor and after reasonable opportunity to cure, the Owner may, for cause, terminate the Contractor, complete the Work, and recover against the Contractor or Surety, any and all amounts that the Owner incurs, including, but not limited to, any and all legal fees, professional fees and all other costs and expenses related thereto. This provision shall create no right to the Contractor or to any other person or entity for payment of such costs or expenses.

§ 14.2.7 In the event that the Owner declares the Contractor in default and the Contractor's Surety fails to adhere to its obligations under the Performance Bond and Payment Bond, the Surety shall be liable to the Owner for any and all damages that the Owner incurs including, but not limited to, any legal fees, professional fees, or other costs or expenses incurred by the Owner in connection with the Owner's pursuit of its rights under the Performance Bond and Payment Bond and/or applicable law, including, but not limited to, the cost of all litigation, legal fees, professional fees, and all other costs and expenses.

§ 14.2.8 In the event that the Owner terminates the Contract for cause pursuant to Section 14.2 and a court of competent jurisdiction determines that cause for termination did not exist, then the termination shall be treated as a termination for convenience pursuant to Section 14.4 and the Contractor shall be compensated in accordance with Section 14.4.3.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 In such event, if applicable, the Contractors shall be entitled to an equitable extension of Contract Time pursuant to Section 8.3.1 caused by the suspension, delay, or interruption under Section 14.3.1. The Contractor shall not be entitled to any adjustment in the Contract Sum.

- .1 Intentionally deleted.
- .2 Intentionally deleted.

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work completed by the Contractor in accordance with the Contract Documents. The Contractor shall not be entitled to receive more than \$10,000 for compensation, including, without limitation, for field and office overhead or profit (e.g., expected or actual profit) for Work not executed, termination expenses, or damages. In case of such termination of the Contract for the Owner's convenience, Contractor shall be entitled to receive payment from the Owner only for Work which has been certified by the Architect as having been completed by the Contractor.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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

§ 15.1.2 Time Limits on Claims

§ 15.1.2.1 The Contractor shall commence all claims and causes of action against the Owner related to the Contract Documents, whether in contract, tort, or otherwise, within six (6) months of Project completion unless a shorter time applies pursuant to the terms of this Agreement.

§ 15.1.2.2 Intentionally deleted.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Except as provided herein, claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. The Contractor shall provide written notice of the claim to the Owner in accordance with the requirements set forth herein. The words "written notice" shall be defined as a letter of claim with a title or a caption stating, "Notice of Claim" and shall provide a description of the claim, shall reference related correspondence and/or directives and/or other relevant documents, and the cost and/or time impact of the claim to the Contractor. Provided however, that Claims by the Owner or the Contractor arising from or relating to the Owner's termination of the Contractor's services under Article 14 of this Agreement shall neither be submitted to, nor shall be subject to initial review and decision by, the Initial Decision Maker. If not resolved by the parties, such Claims be subject to dispute resolution under the further provisions of this Article 15.

§ 15.1.3.2 Intentionally deleted.

§ 15.1.4 Continuing Contract Performance

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

§ 15.1.4.2 The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with decisions of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided herein shall be given before proceeding to execute the Work. No claims for additional costs will be considered for delays caused by the Contractor or other Contractors, coordination issues, project schedules, phasing sequence, or time extensions due to weather or other unforeseen circumstances. Claims for such delays shall be limited to claims for increase in the Contract Time.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in herein shall be given before proceeding to execute the Work. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. An increase in the Contract Time shall be the sole recourse for delays, disruptions and/or hindrances in the progress of the Work, as against Owner, Construction Manager, and Architect and shall not entitle Contractor to damages against Owner, Construction Manager, and Architect.

§ 15.1.6.2 No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. Any additional costs of operations or conditions shall be the responsibility of the Contractor.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.7 Claims for Consequential Damages and/or Incidental Damages. The Contractor waives all Claims against the Owner for consequential and/or incidental damages arising out of or relating to this Contract. This waiver includes

- .1 consequential damages incurred by the Contractor, including, without limitation, for office expenses, including without limitation, personnel stationed there, for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and for loss of actual and expected profit; and
- .2 incidental damages incurred by the Contractor for principal office expenses including, .without limitation, costs resulting from stopping the Work, removing and transporting the Contractor's property (e.g., the Contractor's equipment, supplies and materials), and storing the Contractor's property (e.g., the Contractor's equipment, supplies and materials) at an alternate location.

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

§ 15.1.8 Construction Acceleration Claims

No claim for an increase in the Contract Sum or change in the Contract Time shall be based on construction acceleration. Accordingly, no course of conduct or dealings between the parties, or any express or implied statements made by the parties, nor any express or implied acceptance of alterations to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or change in the Contract Time.

§ 15.1.9 Claims for Economic Loss

The Contractor shall have no claim or right of recovery of damages against the Owner, the Architect and/or the Construction Manager for economic loss sustained, in whole or in part, by any act or omission of the Owner, the Architect and/or the Construction Manager to the extent that such act or omission constitutes a breach of contract. Specifically, and without limiting the generality of the foregoing, the Contractor shall have no claim against the Owner, the Architect and/or the Construction Manager for economic loss based upon any tort, including, without limitation, negligence, negligent misrepresentation, or any other tort-based theory of liability.

§ 15.2 Initial Decision

§ 15.2.1 Claims between the Owner and the Contractor, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. An initial decision shall be required as a condition precedent to dispute resolution proceedings related to that of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

§ 15.2.6 When a written decision of the Architect states that (1) the decision is final but subject to litigation and (2) filing of a lawsuit or a claim covered by such decision must be made by the Contractor within 30 days after the date on which the Contractor receives the final written decision, then the Contractor's failure to file suit within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Contractor. If the Architect renders a decision after litigation proceedings have been initiated, such decision may be entered as evidence, but shall not supersede litigation proceedings unless the decision is acceptable to all parties concerned.

§ 15.2.6.1 Intentionally deleted.

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

§ 15.2.8 Intentionally deleted.

§ 15.2.9 To the extent any Contractor asserts frivolous claims or asserts claims in bad faith, and the Owner incurs any legal fees, professional fees, expert witness fees, expenses, costs (including, but not limited to, employee cost), the Contractor shall be liable for such fees, expenses or costs, and the Contractor shall reimburse the Owner for such legal fees, professional fees, costs and expenses immediately upon demand by the Owner. This provision shall create no right to the Contractor of any other person or entity for payment of such costs or expenses.

§ 15.3 Mediation

§ 15.3.1 Any claims, disputes, or other matters in question arising out of or related to the Contract, shall be subject to non-binding mediation, but only upon mutual agreement of the Owner and Contractor.

§ 15.3.2 If the Owner and Contractor mutually agree to proceed to non-binding mediation, they shall agree upon a forum for the mediation.

§ 15.3.3 Intentionally deleted.

§ 15.3.4 Intentionally deleted.

§ 15.4 Dispute Resolution

§ 15.4.1 If the Owner and Contractor do not mutually agree to proceed to non-binding mediation, or if the parties do not resolve their dispute in non-binding mediation, then the parties, including the Contractor's surety, agree to have any claims, disputes or other matters in question arising out of or relating to this Agreement, decided by the Court of Common Pleas of Berks County, Pennsylvania. The parties, including the Contractor's surety, hereby submit to the exclusive jurisdiction of said Court and further agree that the venue of said Court shall be proper in all respects. To the extent the Contractor pursues a claim or litigation against the Owner and the Owner prevails, partially or completely, on any or all of its own claims or defenses to the Contractor's claims, leaving the Contractor with less than fifty percent (50%) recovery, the Contractor will be liable for any and all legal fees, professional fees, expert witness fees, costs or expenses of the Owner, as well as the true cost of any of the Owner's employees' time, associated with analyzing any claim, pursuing litigation or defending the claim or litigation and the Contractor shall reimburse the Owner for such legal fees, expert witness fees, professional fees, costs and expenses immediately upon demand by the Owner. This provision shall create no right to the Contractor of any other person or entity for payment of such costs or expenses.

§ 15.4.1.1 Intentionally deleted.

§ 15.4.2 If the Owner incurs any legal fees, professional fees, or other costs or expenses, pursuing claims or litigation against the Contractor and the Owner prevails on more than 50% of the claims or amounts claimed, then the Contractor shall be responsible to the Owner for the Owner's legal fees, professional fees, expert witness fees, or other costs or expenses incurred as a result of the dispute. Those amounts will be deducted, to the extent available, from any amount due the Contractor. If the amount due the Contractor is not sufficient to cover such cost, the Contractor, and its Surety, shall pay the difference to the Owner within 7 days of receipt of the Owner's invoice for such legal fees, expert witness fees, professional fees, or other cost or expenses.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Intentionally deleted.

§ 15.4.4.2 Intentionally deleted.

§ 15.4.4.3 Intentionally deleted.

ARTICLE 16 STATUTORY REQUIREMENTS AND OTHER PROVISIONS

§ 16.1 The Contractor's attention is directed to the fact that all applicable Federal and State laws, codes, local ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement throughout, and they are deemed to be included in the Agreement the same as though herein written in full.

§ 16.2 Human Relations Act

§ 16.2.1 The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 P.L. 744, as amended from time to time (43 P.S. Section 951, et seq.) of the Commonwealth of Pennsylvania prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, or non-job related handicap or disability or the use of a guide or support animal because of blindness, deafness or physical handicap, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of the Pennsylvania Human Relations Act, as amended from time to time, which is made part of these General Conditions as

if included herein at length. The Contractor's attention is directed to the language of the Commonwealth of Pennsylvania's non-discrimination clause in 16 Pa. Code Section 49.101, et seq., as amended from time to time.

§ 16.3 Prevailing Wage Requirements

§ 16.3.1 The Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), and as amended from time to time (43 P.S. Section 165-1, et seq.), the regulations thereto, and the Prevailing Wage Determination Schedule included in the Contract Documents as Section 007343.16, as determined by the Secretary of Labor and Industry (the "Secretary"), shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term therefore in the locality in which the Work is performed, are expressly incorporated in these General Conditions by reference.

§ 16.3.2 The Contractor and Subcontractors shall pay no less than the wage rates (including contributions for employee benefits) as required by the Prevailing Wage Rate Requirements included in the Contract Documents as Section 007343, to any person they respectively employ in the performance of the Work. Employers not parties to a contract requiring contributions for employee benefits which have been determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.

§ 16.3.3 The Contract provisions shall apply to all Work performed on the Contract by the Contractor and to all Work performed on the Contract by all Subcontractors. The Contractor shall insert into each subcontract all of the stipulations contained in these required provisions and such other stipulations as may be required.

§ 16.3.4 The Contractor and all Subcontractors shall keep an accurate record showing the time, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each worker employed by them in connection with the Project and such record must include, without limitation, any deductions from each worker. The record shall be preserved for two (2) years from the date of payment, or as required by Section 3.6.5.1, and shall be open at all reasonable hours to the inspection of the Owner and to the Secretary or the Secretary's duly authorized representatives.

§ 16.3.5 The Contractor and each of its Subcontractors shall comply with the requirements of Specification Section 007343, Prevailing Wage Rate Requirements, for the submission of Prevailing Wage Certification Forms required for this Project.

§ 16.4 PUBLIC WORKS EMPLOYMENT VERIFICATION

§ 16.4.1 Only individuals permitted to work in the United States of America and the Commonwealth of Pennsylvania shall be employed, in any capacity, in the performance of any Work under the Contract. The Contractor shall comply with the provisions of The Public Works Employment Verification Act, including but not limited, to setting forth information regarding the Act's requirements in all contracts with Subcontractors.

§ 16.4.2 The Contractor and every Subcontractor performing Work under the contract shall utilize the E-Verify Program (EVP) operated by the United States Department of Homeland Security to electronically verify the employment eligibility of each new employee hired after January 1, 2013. The Contractor and each of its Subcontractors shall submit to the Construction Manager a separate and complete Verification Form, executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form, as required by the Public Works Employment Verification Act, Act No. 141, January 3, 2023 (formerly Senate Bill 637 and Act 127), before performing any Work on the Project.

§ 16.4.3 The Contractor, as a precondition of the Contract, shall submit the completed Public Works Employment Verification Form to the Owner along with its Payment Bond, Performance Bond, Certificates of Insurance, and Form Contract.

§ 16.4.4 Each Subcontractor shall submit a completed Public Works Employment Verification Form to the Owner prior to performing work on the Project.

§ 16.4.5 During the term of the Contract, each new employee hired by the Contractor, regardless of whether the employee will be working onsite or offsite of the Project, shall be verified within 5 business days of his or her start date.

§ 16.4.6 During the Project, a new employee hired by a Subcontractor, regardless of whether the employee will be working onsite or offsite of a public work or otherwise, shall be verified within 5 business days of his or her start date.

§ 16.4.7 Subcontracts between the Contractor and its Subcontractors and between Subcontractors of any tier and their Subcontractors are required to contain notification of the applicability of the Act, information regarding the use of EVP and reference to the Department of General Service's web site at www.dgs.state.pa.us to obtain a copy of the Form.

§ 16.4.8 The Contractor and each of its Subcontractors shall cooperate with the Department of General Services during an investigation or audit arising under the Act.

§ 16.4.9 The Contractor and each of its Subcontractors shall maintain documentation of continued compliance with the Act by utilizing the EVP for new employees hired throughout the duration of the public work contract.

§ 16.5 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

§ 16.5.1 The Contractor shall be fully informed of and shall comply with all local, state, and federal regulations for construction as amended to date, as the rules and regulations in detail apply for the Work under the Contract. All applicable rules and regulations of governing bodies are hereby made a part of these General Conditions by reference, as if written out in full within.

§ 16.6 ALUMINUM AND STEEL PRODUCTS

§ 16.6.1 As this Project involves the construction, reconstruction, alteration, repair, improvement or maintenance of "public work", the Contractor shall strictly comply with all requirements of the Pennsylvania Steel Products Procurement Act, 73 P.S. Section 1881, et seq., as amended from time to time with respect to the Work, which shall include, without limitation, using steel, steel products (including machinery and equipment) or cast iron produced in the United States unless otherwise exempted therefrom in the performance of the Contract or any Subcontracts thereunder.

§ 16.6.1.1 "Steel products" are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process and shall include cast iron products, machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least seventy-five percent (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. Transportation equipment shall be determined to be a United States steel product if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).

§ 16.6.1.2 In accordance with Act 161 of 1982 (June 18, 1982 P.L. 556) cast iron products shall also be included and produced in the United States. Act 144 of 1984 (July 9, 1984 P.L. 674) further defines "steel products" to include machinery and equipment. Act 142 of 1980 (Oct. 5, 1980 P.L. 693), Act 161 of 1982 and Act 141 of 1984 provide clarifications and penalties and Contractor shall abide by these Acts, as amended from time to time.

§ 16.6.2 In addition to the requirements set forth in Section 16.6.1, the Contractor shall strictly comply with all requirements of the Trade Practices Act, 71 P.S. § 773.101 et seq., which shall include, without limitation, being prohibited from using any aluminum or steel products made in a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed herein, for the Project is strictly prohibited.

§ 16.6.2.1 BRAZIL: Welded carbon steel pipes and tubes; carbon steel wire rods; 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 sheets.

§ 16.6.2.2 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 strands, and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars and cold-formed carbon steel bars.

§ 16.6.2.3 SOUTH KOREA: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet and galvanized steel sheet.

§ 16.6.2.4 ARGENTINA: Carbon steel wire rod and cold-rolled carbon steel sheet.

§ 16.6.2.5 Penalties for violation of the above Sections may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

§ 16.6.3 The provisions of Section 16.6 in no way relieves the Contractor of responsibility to comply with those provisions of this Contract which prohibit the use of foreign-made steel and cast-iron products.

§ 16.7 ANTI-POLLUTION LEGISLATION

§ 16.7.1 62 Pa. C.S.A. Section 3301 requires that Bidders on construction contracts, for the Commonwealth of Pennsylvania be advised that there are provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the Project on which Bids are being received.

§ 16.7.2 The Bidder shall become thoroughly acquainted with the terms of the listed statutes, rules and regulations, including, but not limited to, Flood Plain Management Act (32 P.S. Section 679.101, et seq.), Water Well Drillers License Act (32 P.S. Section 645.1, et seq.), Pennsylvania Scenic Rivers Act (32 P.S. Section 820.21, et seq.), Dam Safety and Encroachment Act (32 P.S. Sec. 693.1, et seq.), Bluff Recession and Setback Act (32 P.S. Section 5201, et seq.), Storm Water Management Act (32 P.S. Section 680, et seq.), Pennsylvania Sewage Facilities Act (35 P.S. Section 750.1, et seq.), Pennsylvania Solid Waste Management Act (35 P.S. Section 6018.101, et seq.), Pennsylvania Safe Drinking Water Act (35 P.S. Section 721.1, et seq.), the Clean Streams Law (35 P.S. Section 691.901 et seq. and 35 P.S. Section 691.1 et. seq.), Air Pollution Control Act (35 P.S. Section 4001, et seq.), Pennsylvania Historic Preservation Act (37 Pa. C.S.A. Section 501, et seq.), Pennsylvania Hazardous Sites Clean Up Act (35 P.S. Section 6020.101, et seq.), Pennsylvania Storage Tank and Spill Prevention Act (35 P.S. Sec. 6021.101, et seq.), Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sections 9601-9675) as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act (P.L. 99-499), Federal Solid Waste Disposal Act (42 U.S.C. Sections 6901-6992), Federal Clean Air Act (Air Pollution Act) (42 U.S.C. Sections 7401-7671q), Federal Safe Drinking Water Act (See Public Health Service Act Sections 1401-1451) (42 U.S.C. Sections 300f-300j-11), Wild and Scenic River Act (P.L. 90-542), Endangered Species Conservation Act of 1969 (P.L. 89-669), Endangered Species Conservation Act of 1973 (16 U.S.C. Sections 1531-1544), Federal Clean Water Act of 1977 (P.L. 95-217), Rivers and Harbor Act of 1970 (P.L. 91-611), Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 136-136y), Toxic Substance Control Act (15 U.S.C. Sections 2601-2692), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Coastal Wetlands Planning, Protection and Restoration Act (16 U.S.C. Sections 3951-3956), Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451-1464), Community Environmental Response Facilitation Act (42 U.S.C. Section 9620), Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. Sections 11001-11050), Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. Sections 791-798), Environmental Quality Improvement Act of 1970 (42 U.S.C. Sections 4371-4375), Federal Facility Compliance Act of 1992 (42 U.S.C. Section 6901), Federal Land Policy and Management Act of 1976 (43 U.S.C. Sections 1701-1784), Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1387), Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. Sections 1101-1164), Global Climate Protection Act of 1987 (15 U.S.C. Section 2901 note), Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. Sections 4611, 4612, 4661, 4662), Lead-Based Paint Exposure Reduction Act (15 U.S.C. Sections 2681-2692), Lead Contamination Control Act of 1988 (42 U.S.C. Sections 300j-21 to 300j-25), Low-Level Radioactive Waste Policy Act (42 U.S.C. Sections 2021b-2021d), National Climate Program Act (15 U.S.C. Sections 2901-2908), National Contaminated Sediment Assessment and Management Act (33 U.S.C. Section 1271 note), National Environmental Policy Act of 1969 (42 U.S.C. Sections 4321-4370b), National Ocean Pollution Planning Act of 1978 (33 U.S.C. Sections 1701-1709), Noise Control Act of 1972 (42 U.S.C. Sections 4901-4918), Oil Pollution Act of 1990 (33 U.S.C. Sections 2701-2761), Pollution Prevention Act of 1990 (42 U.S.C. Sections 13101-13109), Public Health Service Act (42 U.S.C. Sections 300f-300j-11), Renewable Resources Extension Act of

1978 (16 U.S.C. Sections 1671-1676), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Soil and Water Resources Conservation Act of 1977 (16 U.S.C. Sections 2001-2009), Water Resources Research Act of 1984 (42 U.S.C. Sections 10301-10309), Wood Residue Utilization Act of 1980 (16 U.S.C. Sections 1681-1687), Pennsylvania Worker and Community Right-to-Know Act (35 P.S. Section 7301, et seq.), Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214) (15 U.S.C. Sections 2651-2654), Delaware River Basin Compact (32 P.S. Section 815.101, et seq.), Brandywine River Valley Compact (32 P.S. Section 818, et seq.), Wheeling Creek Watershed Protection and Flood Prevention District Compact (32 P.S. Section 819, et seq.), Susquehanna River Basin Compact (32 P.S. Section 820.1, et seq.), Chesapeake Bay Commission Agreement (32 P.S. Section 820.11, et seq.), Land and Water Conservation and Reclamation Act (32 P.S. Section 5101, et seq.), Wild Resource Conservation Act (32 P.S. Section 5301, et seq.), Cave Protection Act (32 P.S. Section 5601, et seq.), Rails to Trails Act (32 P.S. Section 5611, et seq.), Phosphate Detergent Act (35 P.S. Section 722.1, et seq.), Plumbing System Lead Ban and Notification Act (35 P.S. Section 723.1, et seq.), Publicly Owned Treatment Works Penalty Law (35 P.S. Section 752.1, et seq.), Pennsylvania Solid Waste-Resources Recovery Act (35 P.S. Section 755.1, et seq.), Sewage System Cleaner Control Act (35 P.S. Section 770.01, et seq.), Hazardous Material Emergency Planning and Response Act (35 P.S. Section 6022.101, et seq.), Oil Spill Responder Liability Act (35 P.S. Section 6023.1, et seq.), Land Recycling and Environmental Remediation Standards Act (35 P.S. Section 6026.101, et seq.), Radiation Protection Act (35 P.S. Section 7110.101, et seq.), Low-Level Radioactive Waste Disposal Act (35 P.S. Section 7130.101, et seq.), Pennsylvania Municipalities Planning Code (53 P.S. Section 10101, et seq.), regulations, ordinances, and other actions pursuant to the foregoing, regulations pertaining to Pennsylvania Erosion and Sediment Control, and so on. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules and regulations are amended, or if new statutes, rules or regulations become effective, after date of receipt of Bids, upon receipt of documentation which causes the Contractor to perform additional Work, the Owner may issue a Change Order setting forth the additional Work that must be undertaken and such additional Work shall be undertaken at no additional cost to the Owner. It is also the responsibility of the Contractor to determine what local ordinances, if any, will affect their portion of the Work. The Contractor shall check for any County, City, Borough or Township rules or regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction, including, without limitation, chambers of commerce, planning commissions, industries or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

§ 16.8 Erosion Control

§ 16.8.1 To the extent the Contractor performs excavation Work, it shall comply with all rules and regulations of Chapter 102, Title 25 of Pennsylvania Soils Erosion and Sedimentation Control (25 Pa. Code Section 102.1, et seq.). Prior to any grading, the Contractor shall be responsible to obtain approval from the Department of Environmental Protection and local Conservation District having jurisdiction for an approved sedimentation and erosion control site plan for the Project site and shall perform all necessary site work in accordance with said plan. The applicable plan shall be available at the Project site at all times. If the Contractor performs excavation work, it shall maintain all devices as required to control erosion caused by storing water and preventing dust and particles from being distributed off site.

§ 16.8.2 Site Excavation: The Contractor shall:

- .1** request the location and type of facility owner lines at the Project site by notifying the facility owner through the One Call System as defined in 73 P.S. § 176. Notification shall be not less than three (3) business days nor more than ten (10) business days in advance of beginning excavation or demolition work. No work shall begin earlier than the scheduled excavation date which shall be on or after the third business day after notification. The scheduled excavation date shall exclude the date upon which notification was received by the One Call System and notification received on a Saturday, Sunday, or holiday, which shall be processed on the following business day. In the case of a complex project as defined in 73 P.S. § 176, notification shall not be less than ten (10) business days in advance of the beginning of excavation or demolition work.
- .2** provide the One Call System with specific information to identify the Project site so that facility owners might provide indications of their lines.
- .3** take reasonable steps to work with facility owners including, without limitation, scheduling and conducting a preconstruction meeting, so that the Contractor may locate the facilities at a time reasonably in advance of the actual start of excavation or demolition work for each phase of the Work if the Project is a complex project as defined in 73 P.S. § 176 or if an excavation Contractor intends to

- perform work at multiple sites or over a large area. After commencement of excavation or demolition work, the excavation Contractor shall be responsible for protecting and preserving the staking, marking or other designation until no longer required for proper and safe excavation or demolition work at or near the underground facility, or by contacting the One Call System to request that the facilities be marked again in the event that the previous markings have been compromised or eliminated.
- .4 comply with the requirements established by the One Call System as determined by the board of directors regarding the maximum area that a notification may cover.
 - .5 inform each operator employed by the excavation Contractor at the Project site of the information received with respect to location and type of underground installations and any other information required by 73 P.S. § 176, et. seq.
 - .6 report immediately to the Owner, Construction Manager, and the Architect, any break or leak on its lines or any dent, gouge, groove, or other damage to such lines, to their coating or cathodic protection, made or discovered in the course of the excavation or demolition work.
 - .7 immediately notify 911 and the facility owner if the damage results in the escape of any flammable, toxic or corrosive gas or liquid which endangers life, health or property.
 - .8 assist a facility owner in determining involvement of a facility owner's lines by disclosing additional available information requested by the facility owner, including, without limitation, dimensions, and the direction of proposed excavations.
 - .9 re-notify the One Call System unless other arrangements have been made directly with the facility owners involved at the Project site if the excavation Contractor removes its equipment and vacates the Project site for more than 2 business days.
 - .10 submit an incident report to the Department of Labor and Industry of the Commonwealth of Pennsylvania not more than 10 business days after striking or otherwise damaging a facility owner's line during excavation or demolition activities that resulted in personal injury or property damage to parties other than the affected excavation Contractor or facility owner.
 - .11 comply with all requests for information by the Department of Labor and Industry of the Commonwealth of Pennsylvania relating to such Department of Labor and Industry's enforcement authority under the 73 P.S. § 176, et. seq. within 30 days of the receipt of the request.
 - .12 ensure the accuracy of the information provided to the One Call System pursuant to 73 P.S. § 176, et. seq.
 - .13 become thoroughly acquainted with and comply with all other terms and conditions specified in 73 P.S. § 176, et. seq., as amended from time to time including, without limitation, the Contractor shall pay all applicable fees.
 - .14 complete the site excavation in full compliance with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any applicable State, Federal or governmental agency.

§ 16.9 Discrimination

§ 16.9.1 The Contractor agrees:

- .1 In the hiring of any employee(s) for the manufacturer of supplies, performance of the Work, or any other activity required under the Contract or any subcontract, the Contractor, Subcontractor, or any person acting on behalf of the Contractor or Subcontractor shall not discriminate, by reason of gender, race, creed, or color, in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the Work to which the employment relates. (62 Pa. C.S.A. Section 3701).
- .2 The Contractor, any Subcontractor, or any person on their behalf shall not in any manner discriminate by reason of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacturer of supplies, the performance of Work, or any other activity required under the Contract. (62 Pa. C.S.A. Section 3701).
- .3 Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- .4 The Contractor and Subcontractors shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a

notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

- .5 The Contractor shall not discriminate by reason of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any Subcontractor or supplier who is qualified to perform the Work to which the Contracts relates.
- .6 The Contractor and each Subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each Subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities, for the purpose of ascertaining compliance with the provisions of this Section 16.9.
- .7 The Contractor shall include, without limitation, the provisions of this Section 16.9 in every subcontract so that such provisions will be binding upon each Subcontractor.
- .8 The Contractors' obligations pursuant to these provisions are ongoing from and after the effective date of this Contract through the termination date thereof. Accordingly, the Contractor and Subcontractors shall have an obligation to inform the Owner and Commonwealth if, at any time during the term of this Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- .9 The Owner, Commonwealth of Pennsylvania and its agencies may cancel or terminate the Contract for a violation of the terms and conditions of this Section 16.9, and all money due or to become due to the Owner under the Grant may be forfeited for a violation of the terms and conditions of this Section 16.9. In addition, the Commonwealth and its agencies may proceed with debarment or suspension and may place the Contractor and/or Subcontractor in the Contractor Responsibility File.

§ 16.10 Criminal History and Child Protective Services Information

§ 16.10.1 Prior to commencing Work, the Contractor and each Subcontractor shall submit on the prescribed form, for each employee or person performing work at the Project site on behalf of the Contractor and Subcontractor prior to such person performing any work at the Project site, a complete:

- .1 Original Pennsylvania and Federal criminal background checks in accordance with Section 111 of the Public School Code of 1949, Act 34 of March 10, 1949, P.L. 30, No. 14, as amended by from time to time including, without limitation, by Act 114 of July 11, 2006, P.L. 1092, and Act 24 of 2011 (P.L. 112, No. 24) (24 P.S. Section 1-111, et seq.), both dated no earlier than one year prior to the date presented to the Owner.
- .2 Official clearance statement obtained from the Pennsylvania Department of Public Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292), subchapter C.2 of the Child Protective Services Law, as amended from time to time, dated no earlier than one year prior to the date presented to the Owner.
- .3 The "Commonwealth of Pennsylvania Sexual Misconduct/Abuse Disclosure Release", that has been developed by the Pennsylvania Department of Education, pursuant to Act 168 of 2014, to be used by school entities and independent contractors of school entities and by applicants who would be employed by or in a school entity in a position involving direct contact with children to satisfy the Act's requirement of providing information related to abuse or sexual misconduct.
- .4 Properly completed and executed Form PDE-6004. The Contractor and its subcontractors shall refuse to employ any person as an independent contractor or employee whose Federal Criminal History record information indicates that such prospective employee has been convicted within 5 years immediately preceding the date of the report of any of the following offenses: (1) An offense under one (1) or more of the provisions of Title 18 of the Pennsylvania Consolidated Statutes, (2) An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as "The Controlled Substance, Drug, Device and Cosmetic Act"; and (3) an out-of-State or Federal offense similar in nature to those crimes listed on Form PDE-6004; and

.5 Any such other clearances as may be required by law.

§ 16.10.2 Owner shall review the submissions prior to each individual being permitted to come onto the Owner's property. The Owner reserves the right to reject any employee, agent, or subcontractor that the Owner determines in its sole discretion has an unsatisfactory criminal history or child abuse clearance. The Owner shall retain a copy of all such clearances in its file. Notwithstanding any other provision of the Contract, violation of this provision shall constitute grounds for immediate termination of the contract by the Owner. Any individual rejected by the Owner shall not be permitted on the Owner's property. Owner's right to declare such person unfit shall not be limited to the required exclusion of persons from direct contact with children as set forth in Section 1-111 of the Pennsylvania Public School code and/or subchapter C.2 of the Child Protective Services Law.

§ 16.10.3 The Contractor shall notify the Owner in writing within 72 hours of any person working on the Project under the Contractor's supervision (employee, agent, subcontractor, subcontractor's employee, etc.) is arrested or convicted of an offense listed or referenced in 24 P.S. §1-111 or has an indicated or founded report of child abuse. The Owner shall have the right to prohibit any such individual from coming onto its property.

§ 16.11 Pennsylvania Uniform Construction Code

§ 16.11.1 The Contractor shall comply with all requirements of the Pennsylvania Uniform Construction Code, 35 P.S. § 7210.301 – 7210.304, as amended by S.B. 1139, Session of 2004, as further amended from time to time.

§ 16.12 RIGHT-TO-KNOW LAW

§ 16.12.1 The Contractor shall comply with all requirements of Pennsylvania's Right-To-Know Law, 65 P.S. § 67.101, et seq. ("RTKL"), and as amended

§ 16.12.1.1 Upon notice given by Owner to Contractor that the Owner is in receipt of a Right-to-Know Request (the Request) requesting access to documents related to the Work that are not within the possession of the Owner or Owner's representatives, the Contractor shall provide Owner all documents regarding the Work that are determined by the Owner to be responsive to the Request (the "Record"). The Owner shall determine whether the Record constitutes a Public Record subject to disclosure under the RTKL.

§ 16.12.1.2 Upon receipt of a Request as described under Section 16.12.1.1, Owner will send a copy of the Request to the Contractor within five (5) business days of receipt of the Request for the Record. The Contractor shall provide the Owner with the Record within five (5) business days. The Contractor shall provide such other assistance as the Owner may need in order to comply with the RTKL. The Owner shall deny the Request for the Record or release the Record within the time period allotted by the RTKL.

§ 16.12.1.3 If at any time the Contractor notifies the Owner in a written statement signed by a representative of the Contractor that a document provided by the Contractor to the Owner contains a trade secret or confidential proprietary information, the Owner shall notify the Contractor within five business (5) days of receipt of a Request requesting a Record of the Contractor that contains such information. The Contractor shall have five (5) business days from the receipt of the notice from the Owner to provide input on the release of the Record. Thereafter the Owner will either deny the Request or release the Record and shall notify the Contractor of its decision.

§ 16.12.1.4 The failure by the Contractor to provide to the Owner the Record under Section 16.12.1.2 or the input under Section 16.12.1.3 within the specified time periods will be grounds for termination under Section 14.2. If the Owner denies the Request for failure of Contractor to provide the Record, and an appeal is taken from the denial, the Contractor upon demand from the Owner shall indemnify, and hold the Owner harmless from and against any damages, penalties, expenses, legal costs and fees, or other detriment or harm that the Owner may incur in connection with defense of the appeal. If on appeal, a final determination is entered by the Office of Open Records that requires the Owner to provide access to the Record, Contractor shall provide the Owner the Record in accordance with the final determination. Failure to timely provide the Record shall subject the Contractor to the payment of liquidated damages of \$800 per day for each calendar day beyond the date the Record was ordered to be released.

§ 16.12.1.5 The Owner will provide the Contractor with reimbursement for costs incurred by Contractor for which Owner is allowed to charge in accordance with and within the scope of permitted costs as set forth in the fee schedule established by the Office of Open Records or as otherwise allowed under the RTKL.

§ 16.12.1.6 The Owner's determination as to whether the Record is a Public Record is dispositive of the question as between the Owner and the Contractor. The Contractor agrees not to challenge the Owner's decision or in any way hold the Owner liable for its decision. Contractor waives all rights or remedies that may be available to Contractor as a result of the Owner's disclosure of Records in response to a RTK Request. The waiver of all rights or remedies shall survive the expiration of the Contract Documents.

§ 16.13 Contractor Responsibility Provisions

§ 16.13.1 The Contractor certifies, for itself and all its Subcontractors, that as of the date of its execution of its Bid and the Contract, that neither the Contractor, nor any Subcontractors, nor any suppliers, are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

§ 16.13.2 The Contractor also certifies, that as of the date of its execution of its Bid and the Contract, it has no tax liabilities or Commonwealth of Pennsylvania obligations.

§ 16.13.3 The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Owner if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth of Pennsylvania obligations, or if it or any of its Subcontractors are suspended or debarred by the Commonwealth of Pennsylvania, the federal government, or any other state or governmental entity. Such notification shall be made within 7 days of the date of suspension or debarment.

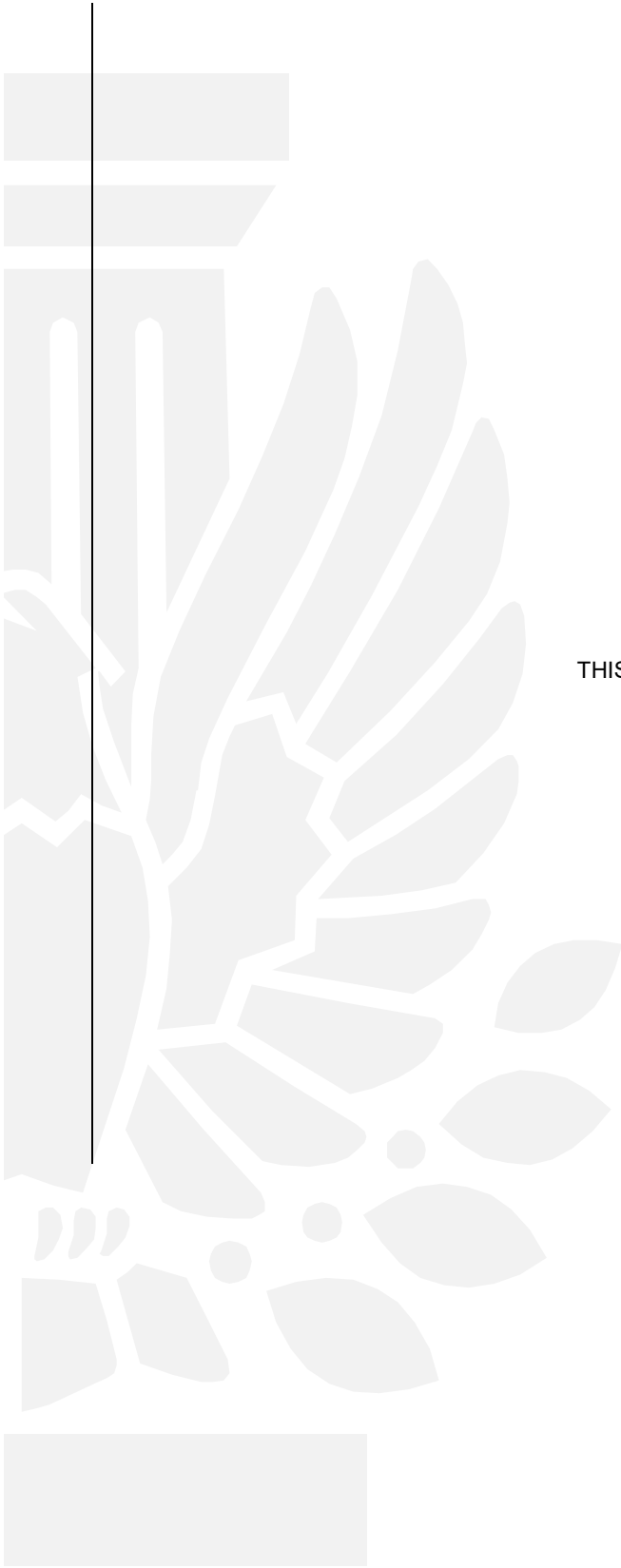
§ 16.13.4 The failure of the Contractor to notify the Owner of its suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government shall constitute an event of default of the Contract with the Owner.

§ 16.13.5 The Contractor agrees to reimburse the Owner for the reasonable costs of investigation incurred by the Owner for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Owner. Such costs shall include, but shall not be limited to, salaries of investigators, including, without limitation, overtime, travel and lodging expenses, legal fees, professional fees, Architect fees, Construction Management fees, expert witness fees, documentary fees and all other costs and expenses related thereto.

§ 16.13.6 The Contractor may obtain a current list of suspended and debarred Commonwealth of Pennsylvania Contractors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No.: 717-787-6472
FAX No.: 717-787-9138

§ 16.13.7 Without being limited by the specificity of any requirements in the Contract Documents, the Contractor shall strictly comply with all applicable laws, ordinances, rules, orders, mandatory guidance, and regulations of all authorities having jurisdiction over the Project.



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