

Date: 3/16/2023**To:** Emergency Restoration Contractors**Re:** Request for Qualifications (**RFQ**)
Penn State Univ. Job Order Contracting (**JOC**) - Emergency Restoration Program

Dear Emergency Restoration Firms:

The Pennsylvania State University (University) plans to put in place Emergency Restoration Contractors capable of providing as-needed emergency services for the mitigation of damage to, and stabilization of, University properties in the event of unexpected loss or damage to those properties, for preset unit prices.

Contracts will be separated into three (3) regions; East, West, and Central. See the table below and **Exhibit A** for the regional service map. Contractors will be required to provide emergency restoration services for all University properties within their respective region per the terms and conditions of the Contract. The University intends on holding contracts with three (3) Contractors per region and Contractors may provide services to multiple regions. The University reserves the right to increase or decrease the number of Contractors selected for this program.

Central	East	West
University Park	Abington	Altoona
Harrisburg	Berks	DuBois
Hershey	Brandywine	Beaver
Mont Alto	Great Valley (King of Prussia)	Behrend (Erie)
York	Navy Yard	Fayette
Fruit Research, Biglerville	Lehigh Valley	Greater Allegheny (McKeesport)
Dickinson School of Law		New Kensington
SEARC, Manheim		Shenango
Shaver's Creek		Erie Co. Field Research Lab
Stone Valley		
Hazleton		
Schuylkill		
Wilkes-Barre		
Worthington-Scranton		

WHAT IS JOC?

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual emergency restoration projects at different locations and facilities in a designated region. The JOC program involves work in which the Contractor must respond to emergency situations and be on-site within hours of notification from the University. In some cases, immediate action will be required in which the Contractor must begin work upon arrival at the direction of the University. The Contractor may be asked to perform work such as water damage, fire damage, vandalism cleanup,

sewage decontamination, deodorization, mold remediation, debris removal, emergency construction for damage mitigation, etc.

The Contract Documents include a Construction Task Catalog™ containing Pre-priced Tasks for restoration and construction work with preset Unit Prices. All Unit Prices are based on labor, material and equipment costs and are for the direct cost of construction. Contractors will be provided an **Adjustment Factor**, for overhead and profit that applies to Pre-priced Tasks in the Construction Task Catalog™. The adjustment factor shall be applied in accordance with the Contract Agreement. The Construction Task Catalog™ will be made available, to interested parties, after the Outreach Meeting.

As an emergency situation occurs, the University will notify the Contractor and will determine whether Immediate Action is required. If Immediate Action is required, the Contractor shall be on site within two (2) hours with the appropriate labor, equipment, and materials needed to respond to the emergency situation. If Immediate Action is not required, the Contractor shall be on site within three (3) hours, or as determined by University personnel, to review the detailed scope of work and to agree on a project schedule.

The Contractor will keep detailed records of the work performed including all labor, equipment and material expenses. Once the emergency situation is resolved, the Contractor shall prepare and submit to the University a Job Order Proposal, including a Price Proposal. The University may require additional supporting documentation, invoices, etc., as it deems necessary to properly evaluate the Price Proposal.

For events where Immediate Action is not required, the University and the Contractor will meet on site to discuss the work and the schedule for completion. The Contractor will prepare a Detailed Scope of Work, a construction schedule, and a detailed estimate of labor, equipment, and materials required to complete the project scope. Once approved by the University the Contractor may begin restoration and construction services. Upon completion the Contractor shall prepare and submit to the University a Job Order Proposal which includes their Price Proposal.

All Price Proposals shall be developed in accordance with the JOC procedures and the contract agreement. The value of the Price Proposal shall be determined by summing the total of the following calculation for each Pre-priced Task:

- *Unit Price x Quantity x Adjustment Factor*
- *Plus the value of any Non-Pre-priced Tasks*

If the Job Order Proposal is found to be complete and accurate, after internal review, the University will issue a Job Order to the Contractor for which the Contractor can submit an application for payment.

CONTRACT TERM

The Contract term shall be three (3) years. The University and the Contractor may agree to extend the term of the Contract through a bi-lateral agreement.

All Job Orders issued during any term of this Contract shall be valid and in effect notwithstanding that the detailed scope of work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract shall apply to each Job Order. The JOC Contract is a performance based contract and the Contractor is not guaranteed any work.

SELECTION PROCESS AND TARGETED SCHEDULE

Request for Qualifications Posted	March 16, 2023
Information/Outreach Meeting	March 30, 2023 @ 10:00 AM (ET)
Qualification Submission Due	April 13, 2023 @ 12:00 PM (ET)
Potential Interviews	May 2023 (if required)

INFORMATION/OUTREACH MEETING

The University will hold an information and outreach meeting on March 30, 2023 at 10:00 AM (ET), virtually via a Zoom webinar. The purpose of the meeting will be to explain the JOC Emergency Restoration program, the required submission documents, the selection process, and to answer any questions from interested parties. **Attendance to this meeting is required.**

Register in advance for this zoom webinar at the following link:

https://psu.zoom.us/webinar/register/WN_QrOrAixOS2qHVZpYSIxLJw

QUALIFICATION SUBMISSION REQUIREMENTS

Please provide the following information on your company letterhead, completed and in the order indicated below submitted on **six (6)** - 8 ½ x 11 pages, double sided, 11-font min.:

1. Experience and Qualifications:

- Identify the JOC region(s) of interest: East, Central, West
- Provide a summary of your company's experience and a minimum of five (5) project details performed in the past twelve months.
 - Include the following for each project description: Owner Contact Information, date completed, scope of work, duration, staffing level, estimate of project cost and equipment used.
 - Include details to three (3) agreements/contracts for other institutions that are similar to the JOC program.
- Provide a key personnel and organization chart for staff that will deliver services within the region(s).
 - A Project Manager shall be assigned and will serve as the main point of contact for all incidents associated with this program. List the name and contact information of the Project Manager in this submission. The University shall be immediately notified of any changes to this position.
- Provide a list of any International Institute of Cleaning and Restoration Contractors (IICRC) certifications for Water Damage Restoration Technicians, Mold Removal Specialists, and Fire & Smoke Restoration Technicians, or certifications by an equivalent certifying organization for the company and/or staff. List any additional certifications, as appropriate, for the work required by this RFQ.
- Detail your company's strategy to deliver the requested services listed in this RFQ, your ability to respond to emergency events within the required timeframe, your ability to respond to multiple events simultaneously and your capacity to appropriately staff these events.

- Detail your company's safety program and overall safety performance.
- Location of Contractor's offices and warehouses within the region(s) from which labor, material and equipment will be deployed to deliver the services required by this contract.

2. Equipment:

- For each of Contractor's locations, list Contractor's equipment by type and quantity that can be made available to deliver the services required by this contract including emergency generator capabilities and portable heating, cooling, and de-humidification equipment.
- If Contractor intends to provide equipment listed in the Construction Task Catalog™ through subcontractors or suppliers, provide a list of such equipment, the name and location of the subcontractor or supplier that will provide the equipment, and describe the arrangement with the subcontractor or supplier under which the equipment will be delivered.

3. Insurance Certificate *(excluded from 6 page limit)*

- A certificate of insurance that meets the coverage requirements as defined by the Form of Agreement 1-JOC-ER (**Exhibit B**).

QUALIFICATION SUBMISSION REVIEW & EVALUATION:

Submissions will be reviewed and evaluated based upon the following categories:

- Adherence to RFQ submission requirements
- Company profile, project details and staff experience
- Emergency response strategy
- Safety and health practices and certifications
- Equipment list and location

The submission information should be **emailed** to Jesse G. Wells, jgw124@psu.edu, Facilities Contract Specialist, and Jason Little, jxl291@psu.edu, Facilities Contract Specialist, OPP Design & Construction Division in **pdf** format. The email subject and pdf shall be named "PSU_JOC-ER_*[your company name]*".

The University reserves the right to waive any informality and to reject, or accept, any proposal or portion thereof. The University's intent is to identify the Contractor that provides the best overall fit to meet the requirements of this RFQ. The University reserves the right to modify the dates, contained herein, as it deems necessary.

Sincerely,

Jesse G. Wells

Jesse G. Wells – Facilities Contract Specialist

cc: J. Bechtel; T. Webber; J. Little;



PennState
Physical Plant

Office of Physical Plant
Physical Plant Building
University Park, PA 16802-1118

EXHIBIT A

Regional Service Map

WEST

- 1 Behrend (Erie)
- 1 Erie County Field Research Lab
- 2 Shenango
- 3 Beaver
- 4 New Kensington
- 5 Greater Allegheny (McKeesport)
- 6 Fayette
- 7 DuBois
- 8 Altoona

CENTRAL

- 9 Worthington-Scranton
- 10 Wilkes-Barre
- 11 Hazleton
- 12 Shaver's Creek
- 12 Stone Valley Recreational Area
- 13 Schuylkill
- 14 Dickinson School of Law
- 15 Harrisburg
- 16 Hershey
- 17 Mont Alto
- 18 Fruit Research, Biglerville
- 19 York
- 20 SEARC, Manheim

EAST

- 21 Lehigh Valley
- 22 Berks
- 23 Abington
- 24 Great Valley (King of Prussia)
- 24 Navy Yard
- 25 Brandywine

University Park

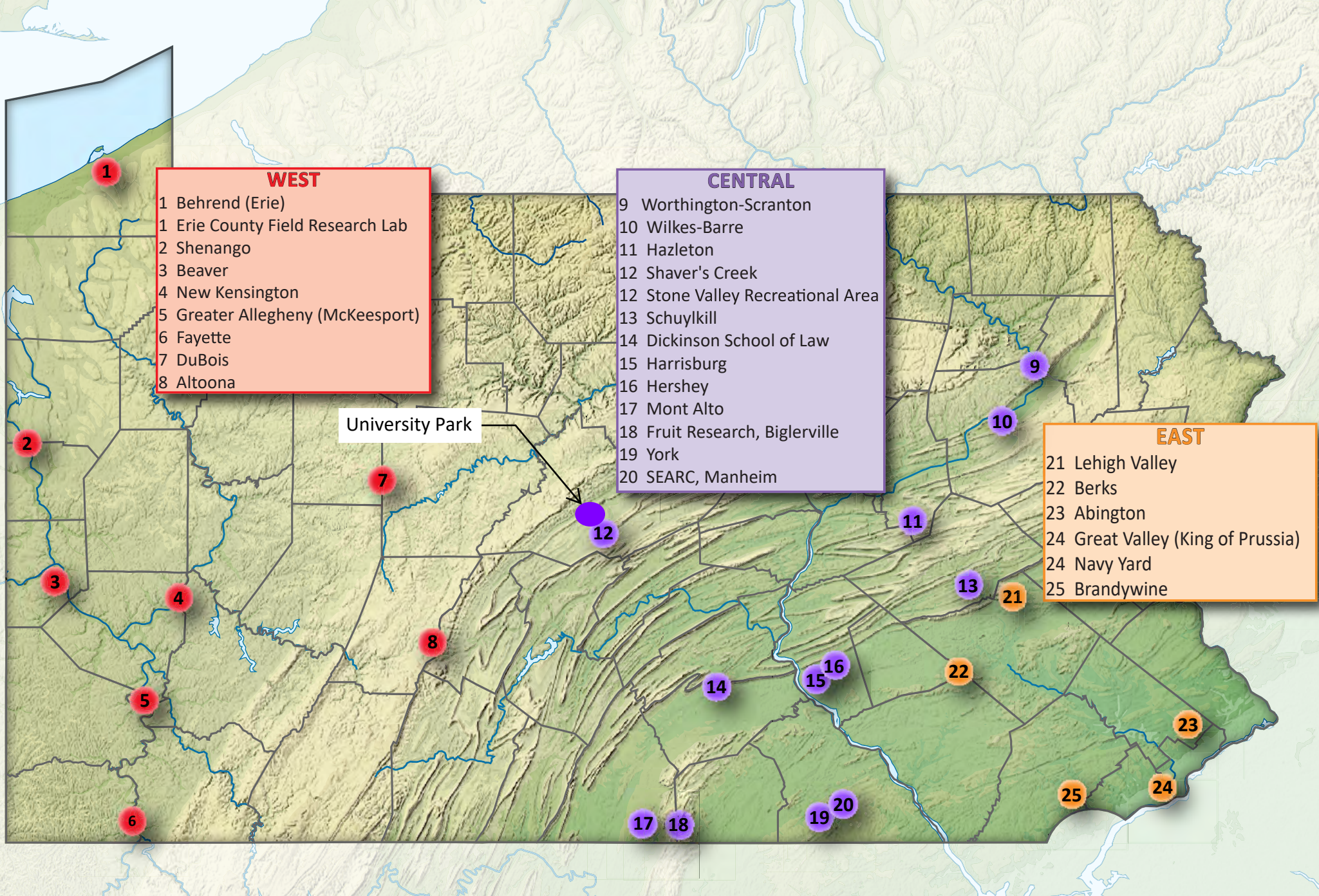


EXHIBIT B

Form of Agreement 1-JOC-ER

FORM OF AGREEMENT 1-JOC-ER

THE PENNSYLVANIA STATE UNIVERSITY
OWNER AND CONTRACTOR
CONTRACT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand Twenty-Three (2023) by and between:

Contractor Name:

E-Mail:

Contact Name:

(hereinafter called the "Contractor") and THE PENNSYLVANIA STATE UNIVERSITY, a state-related institution and instrumentality of the Commonwealth of Pennsylvania subject to the Pennsylvania nonprofit corporation laws (hereinafter called the "Owner" for the following project):

1. ARTICLE 1 - GENERAL CONTRACT DEFINITIONS

- 1.1. **ADJUSTMENT FACTOR:** An Adjustment Factor is the adjustment by the Contractor to be applied to the unit prices listed in the Construction Task Catalog®. All Adjustment Factors are expressed as a multiplicative increase or decrease from the published prices in the Construction Task Catalog®.
- 1.2. **CLAIM:** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 1.3. **CONSTRUCTION TASK CATALOG® (CTC):** The Construction Task Catalog is the document consisting of the comprehensive listing of specific repair or refurbishment tasks together with a specific unit of measurement and a Unit Price.
- 1.4. **CONTRACT:** The Contract Documents form the Contract for restoration and remediation services. This Contract is an indefinite quantity contract pursuant to which the Contractor may perform a series of individual Projects at various locations for The Pennsylvania State University. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements either written or oral.
- 1.5. **CONTRACT DOCUMENTS:** The Contract Documents consist of the Form of Agreement 1-JOC-ER, hereinafter called the Agreement, Construction Task Catalog dated _____, Technical Specifications, Addenda issued prior to receipt of proposals, Form of Proposal, Request for Qualifications, JOC Supplemental Conditions, all Job Orders, all Detailed Scopes of Work, University Construction Safety Requirements, documents listed in the Agreement, any and all applicable exhibits, and those modifications to the Contract as follows:

- 1.5.1. Owner's written authorization to the Contractor for changes to the Work
- 1.5.2. Supplemental Job Order
- 1.5.3. A written order for a minor change in the Work issued by the Professional
- 1.6. CONTRACTOR: The Contractor is the individual, corporation, company, partnership, firm, or other organization that has contracted to perform the Work under the Agreement with the Owner. The term "Contractor" shall mean the Contractor or the Contractor's authorized representative.
- 1.7. DAY: Whenever the word "day" is used in the Contract Documents, it shall be interpreted to mean a calendar day unless otherwise noted.
- 1.8. DETAILED SCOPE OF WORK: A Detailed Scope of Work is a written document that describes the Work the Contractor is obligated to complete for a Job Order. The Detailed Scope of Work may incorporate by reference Drawings and Specifications.
- 1.9. EVENT: The happening, circumstance or occurrence for which the Owner requests that remediation or restoration Work be performed pursuant to the Contract Documents.
- 1.10. IMMEDIATE ACTION PROJECTS: Projects where the Contractor shall be on site within two (2) hours of receiving the notification of the event with the appropriate labor, materials and equipment to respond to the event.
- 1.11. JOB ORDER: A Job Order is a written order requiring the Contractor to complete all or part of a Project defined by the Detailed Scope of Work within the Job Order Completion Time for the Job Order Sum. This term, when used generally, includes Supplemental Job Orders.
- 1.12. JOB ORDER PRICE PROPOSAL: A Job Order Price Proposal is a price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non-Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.13. JOB ORDER SUM: The Job Order Sum is the total compensation payable to the Contractor for performing the Work as specified in the Job Order.
- 1.14. JOB ORDER TIME: The Job Order Time is the time within which the Contractor must complete the Detailed Scope of Work for the Job Order.
- 1.15. NON-PRE-PRICED TASK: A Non-Pre-priced Task is an item of work required by the Detailed Scope of Work but not included in the Construction Task Catalog®.
- 1.16. OWNER: The Owner is The Pennsylvania State University, a corporation created and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called "Owner" or "University", and shall mean the Owner or the Owner's authorized representative.
- 1.17. PRE-PRICED TASK: A Pre-priced Task is an item of work or task included in the Construction Task Catalog® for which a unit price is given.

- 1.18. PROJECT: The term "Project" shall comprise the Work defined by the Job Order(s) and may include Work by the Owner or other Separate Contractors.
- 1.19. SCOPE OF WORK: All Work reasonably contemplated, required, implied or reasonably inferable by the Contract Documents, whether or not explicitly contained in the Contract Documents.
- 1.20. SUBCONTRACTOR: A Subcontractor is a person or organization who contracts under, or for the performance of part or all of, the Contract between the Owner and the Contractor. The subcontract may be direct with the Contractor or with another Subcontractor. The term "Subcontractor" shall mean the Subcontractor or the Subcontractor's authorized representative.
- 1.21. SUBSTANTIAL COMPLETION: "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with the Detailed Scope of Work that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.
- 1.22. TECHNICAL SPECIFICATIONS: The "Technical Specifications" are the assembled documents generally outlining the requirements for materials, equipment, construction systems, methods, standards, workmanship and performance necessary for the execution of tasks in the Construction Task Catalog[®].
- 1.23. WORK: The term "Work" shall mean whatever is done by or required of the Contractor to mitigate, respond to, contain, or otherwise address an Event, by performing and completing its duties under this Contract and all Job Orders issued under this Contract, including the following: remediation and restoration services of the whole or a designated part of a Project; construction of the whole or a designated part of a Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract.

2. ARTICLE 2 – SERVICES AND PROCEDURES

- 2.1. LOCATION: The Contractor must be able to provide as-needed services to specific University campuses or facilities in Pennsylvania, to be agreed upon by the Contractor and the University. The Contractor may be asked to perform work at any such University campus or facility.
- 2.2. ASSIGNMENTS: The University will develop an internal protocol to assign work to the Contractors in the program. The University, at its sole discretion, shall have the right to modify the protocol at any time.
 - 2.2.1. The University is not obligated to select the Contractor, or any contractor, to perform the Work.

- 2.2.2. The Contractor, whether or not it is selected to perform work at the site, shall not be reimbursed for visiting the site or for preparing the scope of work, schedule, and the estimate.
- 2.2.3. The University may request that more than one contractor perform work at the site.
- 2.2.4. If selected to perform work at the site, the Contractor shall complete the approved scope of work according to the agreed upon schedule for not more than the estimate.
- 2.3. TASKS: The Contractor may be asked to respond to emergency situations such as, but not limited to, water/fire damage, glycol-containing water damage/clean-up, vandalism cleanup, sewage decontamination, deodorization, mold remediation, debris removal, emergency construction for damage mitigation, etc.
 - 2.3.1. Contractors must be prepared and/or licensed to address impacts to asbestos, lead, silica, and PCB-containing materials, where applicable.

2.4. TIMING AND URGENCY

- 2.4.1. When the University desires the Contractor to respond to an event, the University will notify the primary point of contact for the Contractor by phone, email, or text message. If the primary point of contact does not respond within 30 minutes, then the University may notify the secondary point of contact. As described below, the University may notify more than one contractor of an event.
 - 2.4.1.1. The Contractor shall contact the University within 30 minutes of receiving such notification.
- 2.4.2. There are two types of responses required by this contract: (1) immediate action required; and (2) immediate action not required.

IMMEDIATE ACTION REQUIRED:

- 2.4.2.1. The University will determine whether immediate action is required. If the University notifies the Contractor of an event that requires immediate action, the University will identify the location of the event and describe the event to the Contractor. The Contractor shall be on site within two (2) hours of receiving the notification of the event with the appropriate labor, materials and equipment to respond to the event. The University shall meet the Contractor at the site. The University will determine the scope of the work and the labor, materials, and equipment required. The Contractor will proceed with the work until it is completed, or until such time as the University directs the Contractor to stop working. The University may request that more than one contractor respond to a particular event and will assign the work to be performed by each contractor.

- 2.4.2.2. The Contractor shall proceed with the work in the most efficient and expeditious manner ensuring the work is completed without unnecessarily increasing the cost of the work.
- 2.4.2.3. As the work progresses, the University and the Contractor will record the work completed and quantity of such work. The Contractor shall maintain for each project detailed, accurate, and complete records including sign-in sheets, daily logs, materials delivered, materials removed, equipment used and the location of its use, tasks performed and the location where such tasks were performed, testing, etc. The University will not pay for labor, materials, and equipment not used or not properly documented.

IMMEDIATE ACTION NOT REQUIRED

- 2.4.2.4. For Job Orders where immediate action is not required, the University will notify the Contractor(s). For Job Orders that do not require immediate action, the Contractor is required to be on site within three (3) hours, or at a later time, determined by the University. The Contractor does not have the right to refuse to perform any Job Order, Pre-priced Task, or Non-Pre-priced Task.
- 2.4.2.5. The University will determine the scope of work to be performed and the schedule required to complete the work. The Contractor shall submit to the University a draft Detailed Scope of Work, a schedule, and a detailed estimate of work, including labor, materials, and equipment.
- 2.4.2.6. The University may request revisions to the Detailed Scope of Work. Once the Detailed Scope of Work is finalized, the University may authorize the Contractor to begin work. Alternatively, the University may elect to invite more than one contractor to the initial site meeting and to submit a draft Detailed Scope of Work, schedule and a detailed estimate of work, including labor, materials and equipment.
- 2.4.2.7. If more than one contractor is invited to the site, and the University receives more than one Detailed Scope of Work, schedule, and detailed estimate, the University will select the Contractor to perform the work.
- 2.4.2.8. The University may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the University cannot agree on the quantities required, or for any other reason as determined by the University. In all such cases, the University shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

- 2.5. The Contractor shall, cooperate with the University and its property Insurer and take all reasonable steps required to verify and document the work performed and the costs of that work.

2.6. PREPARATION OF THE JOB ORDER PROPOSAL

2.6.1. **Preparation of the Job Order Proposal:** The Contractor shall prepare a Job Order Proposal as set forth immediately below and submit to the University for review. ***The Contractor shall submit the Job Order Proposal to the University within ten (10) days*** of the University requesting a Job Order Proposal, or the completion of the work, whichever occurs first. All review comments must be addressed with a revised proposal within ten (10) days of receipt. All proposals shall be valid for ninety (90) days from date of receipt.

2.6.2. The Job Order Proposal shall include the following information (unless otherwise agreed to by the University):

- 1) Price Proposal;
- 2) Schedule;
- 3) List of Subcontractors indicating MBE/WBE participation;
- 4) Technical data or information on proposed materials or equipment (if applicable);
- 5) Detailed scope of work log;
- 6) Photos from the Project site of work completed and equipment used;
- 7) Other requested documents from the University.

2.6.2.1. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

2.6.3. The Contractor will prepare Job Order Price Proposals in accordance with the following:

- 1) **Pre-priced Tasks:** A Pre-priced Task is a task described and for which a unit price is set forth in the Construction Task Catalog[®]. For Pre-priced Tasks the Contractor shall identify the task and quantities required from the Construction Task Catalog[®].
- 2) **Non-Pre-priced Tasks:** A Non-Pre-priced Task is a task which is not in the Construction Task Catalog[®].

If the Contractor will perform the Non-Pre-priced Task with its own forces, it shall submit three independent quotes for all materials to be installed and shall, to the extent possible, use Pre-priced labor and equipment from the Construction Task Catalog[®]. If the Non-Pre-priced Task is to be subcontracted, the Contractor must submit three independent bids from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not

prepared to use. The University may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide the University with a written explanation. If the explanation is accepted by the University, the Contractor may provide less than three quotes

Non-Pre-priced quotes/backup documentation must be submitted on the proposing firm(s) letterhead.

Sole Source Non-Pre-priced items are required to go through the formal University sole source approval process. As soon as the Contractor is aware of a potential Non-Pre-priced sole source situation, they will immediately notify the JOC leader and fill out the proper documentation. Sole source items should not be purchased until formal approval is given.

The final price submitted for Non-Pre-priced Tasks shall be according to the following formula:

A = Direct Labor Rate and fringes (for Trades not in Construction Task Catalog[®])

B = Direct Material Costs (supported by three quotes)

C = Direct Equipment Costs (for Equipment not in Construction Task Catalog[®])

D = Subcontractor Costs (supported by three quotes)

E = Approved Overhead on Labor. e.g. 40%

F = Allowable Overhead and Profit = (A + B + C) x 15%

G = Subcontractor Allowance = D x 10%

Total Cost of Non-Pre-priced Task = (A + B + C + D + E + F + G) x 1.0204

After the cost for a Non-Pre-priced Task has been approved, the University may determine that such cost shall be fixed for all future Price Proposals and will not require subcontractor quotes for price determination. The University reserves the right to request the Contractor provide current quotes for any Non-Pre-priced Tasks approved previously.

The value of the Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-priced Tasks.

2.6.3.1. The University's determination as to whether an item is a Pre-priced Task or a Non-Pre-priced Task shall be final, binding and conclusive as to the Contractor.

2.7. REVIEW OF THE JOB ORDER PROPOSAL AND ISSUANCE OF THE JOB ORDER

- 2.7.1. The University will evaluate the entire Proposal Package and determine the reasonableness of approach, including the appropriateness of the tasks and quantities.
 - 2.7.2. All incomplete Proposals shall be rejected.
 - 2.7.3. Issuance of the Job Order: The University will review the Job Order Proposal, and upon approval, issue a Job Order to the Contractor in accordance with Article 2.7. The University will pay the Contractor the value of the initial estimate, or the value of Price Proposal, whichever is less.
 - 2.7.4. The University reserves the right to reject a Job Order Proposal or cancel a project for any reason.
 - 2.7.5. Contractor shall document all proposal review comments and subsequent actions/notes.
 - 2.7.6. By submitting a Job Order Price Proposal to the University for work that required immediate attention and has been completed, Contractor agrees Price Proposal submitted is for the work completed and the appropriate quantity. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal prior to delivering it to the University.
 - 2.7.7. By submitting a Job Order Price Proposal to the University for work that has not yet taken place, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal prior to delivering it to the University. The Contractor shall complete the work in accordance with the Job Order Time agreed upon with the University.
 - 2.7.8. Each Job Order issued to the Contractor will reference the detailed scope of work and set forth the Job Order Sum and the Job Order Time. The Job Order, signed by the University and delivered to the Contractor, constitutes the University's acceptance of the Contractor's Proposal. A signed copy of the Job Order will be provided to the Contractor.
 - 2.7.9. Once the Contractor receives the formal job order reviewed by the JOC leader, Contractor has three (3) days to take exception to anything contained therein.
 - 2.7.10. The Contractor does not have the right to refuse to perform any Job Order, Pre-priced Task, or Non-Pre-priced Task.
- 2.8. CONTRACT SUM
- 2.8.1. This Contract is an indefinite-quantity contract for emergency repair and restoration work and services.
 - 2.8.2. The Contractor is not guaranteed to be issued any Job Orders.
 - 2.8.3. The Contractor shall perform all Pre-priced Tasks for the Unit Prices set forth in the Construction Task Catalog[®] multiplied by one of the following Adjustment Factors:

Adjustment Factor for Immediate Action Projects: For Projects where Contractor shall be on site within two (2) hours of receiving the notification of the event with the appropriate labor, materials and equipment to respond to the event.

1.15.

Adjustment Factor for Projects Where Immediate Action Not Required: For all other Projects in which immediate action is not required.

1.15.

- 2.9. **INVOICING:** The Contractor shall prepare and submit to the University a detailed invoice for the work performed based on the following calculation for each task: Unit price x quantity x the Adjustment Factor.
- 2.9.1. The unit prices are listed in the Construction Task Catalog®.
- 2.9.2. In the event that the Contractor is asked to perform work for which a unit price does not appear in the Construction Task Catalog®, with the University's prior approval, the Contractor shall document the cost of such work to the satisfaction of the University. The Contractor shall be paid according to the Non Pre-priced formula contained in subsection 2.6.3.
- 2.10. In circumstances where estimates are required, unless authorized in writing and signed by the University, the amount of Contractor's detailed invoice shall be equal to or less than the original estimate.
- 2.11. **WITHHOLDING OF PAYMENT:** The University may decline to make payment, may withhold funds, and if necessary, demand the return of some or all of the amounts previously paid to the Contractor or nullify that part of any Invoice to such extent as may be necessary to protect the University from loss because of any of the following:
- 2.11.1. Defective work not yet remedied by the Contractor or defective work, in the opinion of the University, not likely to be remedied by the Contractor.
- 2.11.2. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- 2.11.3. Failure of the Contractor to make payments promptly and properly to Subcontractors or others.
- 2.11.4. Any evidence that the Work cannot be completed for the unpaid balance of the Purchase Order Price.
- 2.11.5. Damage to the University, another Contractor, or any third party.
- 2.11.6. Any evidence that the Work will not be completed within the schedule, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

- 2.11.7. Failure to carry out the work in accordance with the Contract Documents.
- 2.11.8. Errors in Documentation: If an Invoice is filled out incorrectly or incompletely, or if there is any other defect or impropriety in an Invoice, the University shall give written notice to the Contractor within ten (10) working days after receipt of the Invoice, and the University shall make payment for the correct amount to the Contractor provided the Invoice is approved by the University in accordance with this Contract.
- 2.12. ADJUSTMENT FACTORS: The Adjustment Factors, included within this contract, shall not be increased or decreased during the contract period.
- 2.13. DOCUMENTATION: The Contractor shall maintain for each Project detailed, accurate, and complete records including sign-in sheets, daily logs, materials delivered, materials removed, equipment used and the location of its use, tasks performed and the location where such tasks were performed, testing, etc. The University will not pay for labor, materials, and equipment not used or not properly documented.
- 2.14. JOC SOFTWARE AND SYSTEM LICENSE The University selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the University. **The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 2% JOC System License Fee to obtain access to the Gordian JOC Solution™.**
- 2.14.1. To compensate the Contractor for the JOC System License all reimbursable tasks shall have an adjustment of 1.0204 incorporated into the adjustment factor in subsection 2.8.
- 2.15. MEANS AND METHODS:
- 2.15.1. The Contractor may choose the means and methods of construction. Provided, however, the Owner may reject any means and methods proposed by the Contractor that:
- 1) Will constitute or create a hazard to persons or property;
 - 2) Will not resolve the event requiring immediate action or will not produce the Detailed Scope of Work in accordance with the terms of the Contract; or
 - 3) Unnecessarily increases the Job Order Price when alternative and/or more efficient means and methods are available.
 - 4) Contractors are expected to perform the Work with reasonable amount of labor and equipment required for the situation. The University will only pay for the labor and equipment required to complete the work. If the Contractor

chooses to bring an excess of labor and equipment to the job site that is not used, the Contractor does so by their own choice and cost.

- 2.15.2. SUPERVISION: The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for all means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall be responsible for inspection of portions of work already performed under this Contract to determine that such portions are in proper condition to receive subsequent work.

2.15.2.1 The Contractor shall employ a competent superintendent who shall be in attendance at the site during the progress of the Work. The superintendent shall be satisfactory to the University, and shall not be changed except with the written approval of the University unless the superintendent leaves the employment of the Contractor.

- 2.15.3. UNIVERSITY'S RIGHT TO CARRY OUT THE WORK: If the Contractor fails or neglects to carry out the Work in accordance with the Contract Documents, or ceases work for a period of seven (7) consecutive days, the University may, without prejudice to other remedies perform or cause to be performed the Work. If such a case arises, the Contractor shall be paid for the work performed.

2.16. WORKER TRAINING / QUALIFICATION.

- 2.16.1. All Contractor's employees, and the employees of all subcontractors, shall: (1) have successfully completed OSHA 10-Hour Training; (2) passed a background check in accordance with University Policy; and (3) wear, at all times while on site, an identification badge with the employee's name and company name clearly visible.
- 2.16.2. Contractors shall be capable to provide evidence of asbestos, lead, and other applicable OSHA hazard awareness, and hazard-specific training pertinent to the work required.
- 2.16.3. Penn State reserves the right to clarify any project-specific training, based on the nature of the project response request, which may be mandated by OSHA or other regulation.
- 2.16.4. Contractor shall identify one or more employees certified by the IICRC (International Institute of Cleaning and Restoration Contractors), or by an equivalent certifying organization, in the following areas: WRT - Water Damage Restoration Technician, and FSRT - Fire & Smoke Restoration Technician.
- 2.16.5. Additionally, when Contractor is responding to a specific water damage event, Contractor shall have at least one supervising employee on-site that has been certified as a Water Damage Restoration Technician (WRT). When Contractor is responding to a fire and smoke event, Contractor shall have at least one supervising employee on-site that has been certified as a Fire & Smoke Restoration Technician (FSRT). Where mold remediation is anticipated, Contractor shall have at least one Applied Microbial Remediation Technician (AMRT).

- 2.16.6. Other such certifications as may be applicable to a specific project should be provided for by the Contractor, such as, but not limited to: IICRC Mold Removal Specialist (MRS), NADCA Air Systems Cleaning Specialist (ASCS), NADCA Certified Ventilation Inspector (CVI).
- 2.16.7. In cases involving clean-up of glycol or other thermal system treated water, Contractor shall have training and capability to safely contain and transport such glycol or other contaminated water sources according to Penn State OPP Stormwater Program requirements, and other applicable state and local regulations.
- 2.16.8. Contractor(s) shall consult Penn State EHS for internal guide documents, as may be applicable, for further detailed requirements.

3. ARTICLE 3 – TERMS AND CONDITIONS

- 3.1. AWARD PERIOD: The Award period will be for a term of 3 years, from the date of signature, which may be extended by mutual written agreement of all Parties.

All Job Orders issued during any term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

- 3.2. ISSUANCE OF WORK: The Contractor is not guaranteed to receive any work under this arrangement. The University shall, in its sole discretion, determine whether work is assigned to the Contractor.
- 3.3. SUBCONTRACTS: The Contractor agrees to bind every Subcontractor, and every Subcontractor agrees to be bound, by the terms of the Agreement, the Additional Terms and Conditions of the Contract, and the Drawings and Specifications insofar as they are applicable to the Subcontractor's respective portion of the Work.
- 3.4. CLAIMS: Claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first becoming aware or reasonably should have become aware of the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented will not be considered unless submitted in writing in a timely manner.
 - 3.4.1. Pending final resolution of a Claim unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the University shall continue to make payments in accordance with the Contract Documents.
- 3.5. TERMINATION FOR CONVENIENCE OF UNIVERSITY: Prior to, or during the performance of the Work, the University reserves the right to terminate the assignment for unforeseen causes

including but not limited to court orders, loss of funding, acts of the federal government to discontinue the Work, etc., that may occur. Upon such an occurrence, the University would notify the Contractor in writing and establish reasonable sequence and timing of actions for termination and will determine amounts due to Contractor for work completed.

- 3.6. INDEMNITY: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, trustees and employees (the Indemnitees) from all claims for bodily injury, sickness, or death and property damage (other than to the Work itself), including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions or failure to conform to the provisions of the Scope of Work and of this Agreement, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Contractor shall not be required to indemnify or hold harmless the Indemnitees for any negligent acts or omissions of the Indemnitees.

- 3.6.1. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, its officers, directors or members, Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury, sickness or death and property damage (other than to the Work itself), including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by the Owner or Others, but only to the extent caused by the negligent acts or omissions of the Owner or Others.

- 3.6.2. In any and all claims against the Indemnitees by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

- 3.7. CONTRACTOR'S INSURANCE: Before commencing the Work and as a condition precedent to payment, the Contractor shall procure and maintain the following insurance, in amounts not less than that specified for each type:

- 3.7.1. Workers' Compensation for statutory obligations imposed by workers' compensation and occupational disease laws. Employers' Liability insurance shall be provided with limits not less than:

- 1) \$500,000 bodily injury by accident per accident
- 2) \$500,000 bodily injury by disease policy limit
- 3) \$500,000 bodily injury by disease per employee

- 3.7.2. Business Automobile Liability (bodily injury liability and property damage liability) for all owned, leased, hired, non-owned vehicles with limits not less than \$1,000,000 Combined Single Limit.

- 3.7.3. Commercial General Liability insurance including coverage for bodily injury, property damage, and personal and advertising injury, for premises and operations,

products and completed operations, and contractual liability arising from all operations, written on an occurrence basis with limits not less than:

FOR PROJECTS UNDER \$1,000,000

- a) Per occurrence: \$1,000,000
- b) General aggregate: \$2,000,000
- c) Products/completed operations aggregate: \$2,000,000
- d) Personal and advertising injury limit: \$1,000,000
- e) Medical Expense Limit: \$10,000

The Contractor shall maintain completed operations liability insurance for not less than one year after Substantial Completion, or as required by the Contract Documents, whichever is longer.

FOR PROJECTS OVER \$1,000,000

- a) Per occurrence: \$5,000,000
- b) General aggregate: \$5,000,000
- c) Products/completed operations aggregate: \$5,000,000
- d) Personal and advertising injury limit: \$5,000,000
- e) Medical Expense Limit: \$10,000

The Contractor shall maintain completed operations liability insurance for not less than two years after Substantial Completion, or as required by the Contract Documents, whichever is longer.

“The Pennsylvania State University” must be named as an additional insured.

Prior to the commencement of on-site Work, an Insurance Certificate evidencing the above required coverages, limits, and the Commercial General Liability additional insured provision, must be provided to the University, with the Certification Holder as follows:

The Pennsylvania State University
c/o JOC ER
#106 Physical Plant Building
University Park, PA 16802

Insurance coverages must be written with an insurer rated not less than A- by A.M. Best.

- 3.7.4. PROFESSIONAL LIABILITY INSURANCE: Where professional services are being provided by licensed and non-licensed professionals, the Contractor shall obtain, either itself or through the Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement (including, but not limited to, acts, errors, or omissions of the company

and its employees), which shall be written for not less than One Million dollars (\$1,000,000) or the total of the Design Fee portion of the Contract, whichever is greater, per claim and in the aggregate. The Professional Liability insurance shall include prior acts coverage sufficient to cover all services rendered by the Contractor. This coverage shall be continued in effect for 3 year(s) after the Date of Substantial Completion.

- 3.7.5. POLLUTION LIABILITY INSURANCE: If the nature of the Work involves professional services, evaluating, testing, remediation, abatement, removal, storage, and transportation of hazardous materials or substances or pollutants, the Contractor and those Subcontractors involved in such work shall obtain Pollution Liability insurance applicable to their work, for bodily injury and property damage with limits not less than:

FOR PROJECTS UNDER \$1,000,000

- a) Per occurrence or claim: \$1,000,000
- b) Aggregate: \$1,000,000

FOR PROJECTS OVER \$1,000,000

- a) Per occurrence or claim: \$5,000,000
- b) Aggregate: \$5,000,000

- 3.7.6. The Pollution Liability insurance must include coverage for completed operations extending three (3) years after final acceptance of the project by the owner or such longer period as the contract documents may require. The definition of property damage shall include clean-up costs. If the insurance is written on a claims-made basis, the policy retroactive date shall be prior to the start of the Contractor's/supplier's/vendor's work, and the renewal policies shall maintain the same retroactive date.

- 3.7.6.1. The insurance limits required for the Employers' Liability, Business Automobile Liability and CGL coverage required under subsection 3.7. may be provided by a combination of primary and Excess or Umbrella Liability policies.

- 3.7.7 The Owner must be named on the Contractor's Commercial General Liability insurance as an additional insured.

- 3.7.7.1. The Contractor shall maintain in effect all insurance coverage required under Article 3 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located.

- 3.7.7.2. If the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Design-Builder, or terminate this Agreement.

- 3.7.7.3. Insurance policies required under subsection 3.7 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 days before

coverage is non-renewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company.

- 3.7.7.4. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Contractor shall furnish the Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 3.7 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Contractor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.
- 3.7.7.5. The Contractor's insurance shall be primary and non-contributory to the University's insurance.
- 3.7.7.6. Failure of the Contractor to procure, carry, and maintain the required insurance shall not relieve the Contractor, and any Subcontractor thereof, of any obligation or liability assumed under this Agreement, nor of any obligation or liability imposed by law.
- 3.7.7.7. Any self-insured retentions, deductibles, and exclusions in coverage in the insurance required shall be assumed by and at the sole risk of the Contractor.
- 3.7.8. **PROPERTY INSURANCE:** Before commencing the Work, the Owner shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Contractor, Subcontractors, Sub-subcontractors, Material Suppliers and Design-Professional as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover risks of physical loss except those specifically excluded by the policy, and shall insure (a) at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused, and (b) damage resulting from defective design, workmanship or material and material or equipment stored offsite, onsite or in transit. This policy shall provide for a waiver of subrogation in favor of the Contractor, Subcontractors, Sub-subcontractors, Material Suppliers and Design-Professional. This insurance shall remain in effect until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, the Owner shall provide a copy of the property policy or policies obtained in compliance with this subsection.
- 3.7.8.1. The Builder's Risk property insurance has a deductible. The Contractor shall be responsible for the first \$25,000 of such deductible. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased

or voluntary deductibles. Contractor's payment towards the deductible will not exceed \$25,000 per occurrence.

- 3.7.8.2. If the Owner does not intend to purchase the property insurance required by this Agreement, including all the coverages and deductibles described herein, the Owner shall give written notice to the Contractor and the Design-Professional before the Work is commenced. The Contractor may then provide insurance to protect its interests and the interests of the Subcontractors and Sub-subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for all of Contractor's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.
- 3.7.8.3. If the Owner does not obtain insurance to cover the risk of physical loss resulting from Terrorism, the Owner shall give written notice to the Contractor before the Work commences. The Contractor may then provide insurance to protect its interests and the interests of the Subcontractors and Sub-subcontractors against such risk of loss, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order.
- 3.7.8.4. Owner and Contractor waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub-subcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the Contractor may have for the failure of the Owner to obtain and maintain property insurance in compliance with subsection 3.7.8.
- 3.7.8.5. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Contractor until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

3.7.9. OWNER'S INSURANCE:

- 3.7.9.1. BUSINESS INCOME INSURANCE: The Owner may procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss.
- 3.7.9.2. OWNER'S LIABILITY INSURANCE: The Owner shall maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including loss of use and claims, losses and expenses arising out of the Owner's acts or omissions.

- 3.8. WAIVERS OF SUBROGATION: The Owner and Contractor waive all rights against (1) each other and any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, and (2) the Professional, Professional's consultants, Separate Contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained or other property insurance applicable to the Work, except such rights as they have to proceeds of such

insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Professional, Professional's consultants, Separate Contractors, if any, and the Subcontractors, Sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- 3.9. WARRANTY: Upon acceptance and final completion of the project, the awarded Contractor shall provide a minimum of one (1) year warranty on all products and workmanship.
- 3.10. CONFLICT OF INTEREST: The Contractor warrants that to the best of the Contractor's knowledge there exists no actual or potential conflict between the Contractor's family, business or financial interest or its services under this Agreement, and in the event of change in either its private interests or services under the Agreement. The Contractor will raise with PSU any question regarding possible conflict of interest which may arise as a result of such change.
- 3.11. PARKING: The Contractor is responsible for making any and all parking arrangements. The University is not responsible for any citations or parking violations incurred. Contractors are required to purchase parking permits when parking on core campus for deliveries or service. Contact the Parking Office at (814)865-1436 or (814)863-5684 or <http://www.transportation.theUniversity.edu/transportation/maps/parking-maps/index.cfm>. This applies to University Park Campus ONLY.
- 3.12. BACKGROUND CHECKS: The Contractor confirms that all employees (including the employees of any subconsultants/subcontractors) assigned to this project and who conduct their work on Penn State premises have had background checks that meet or exceed the University's standards for the type of work being performed per the background check process for third-party employees outlined in PSU Policy HR99 Background Check Process(<http://guru.psu.edu/policies/OHR/hr99.html>).
- 3.13. SOCIAL RESPONSIBILITY: Fulfilling the mission of The Pennsylvania State University for those we serve requires the highest standards of integrity, responsibility, and respect. We encourage the Contractor to aspire to those same standards, particularly when on campus or engaging with members of the University community. The University has adopted the Global Sullivan Principles of Social Responsibility. We also encourage the Contractor to adopt and follow these principles.

The University is committed to equal access to programs, facilities, admission and employment for all persons, in an environment free of harassment and free of discrimination. Conduct constituting harassment or discrimination in the University environment, as prohibited in University Policy AD85, is subject to corrective action.

- 3.14. GOVERNING LAWS: The interpretation and construction of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event litigation arises out of this Agreement, the parties agree to submit any claim to the competent courts of Centre County, Pennsylvania.

- 3.15. PREVAILING WAGE: If applicable to the Work, the Contractor shall pay the most current prevailing wage, in effect, at the time the work takes place.
- 3.16. SAFETY: Contractor is obligated to adhere to the safety requirements as outlined in the following: Construction Safety Requirements, The Pennsylvania State University, Office of Physical Plant, Design and Construction Standards, Division 00, Sub-Section 00 01 00.
- 3.17. OWNERSHIP AND USE OF DOCUMENTS: All Drawings, Specifications and other documents of the Work furnished by the University shall remain the University's property. They are not to be used by the Contractor on other projects without written consent of the University.
- 3.18. TAXES: The Contractor shall pay sales, consumer, use and similar taxes for the work on portions thereof provided by the Contractor which are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect. The Contractor is obligated to pay all Pennsylvania sales tax with the exception of those items for which an exemption might be claimed under Sales and Use Tax Regulation 150 (61 Pa. Code SS31.11--SS31.16).
- 3.19. CLEANUP: The Contractor shall keep the premises clean at all times of dirt, rubbish and debris resulting from the Work, and shall remove rubbish and debris in metal containers at the end of each working day.
- 3.20. PROTECTION OF PROPERTY: Protect all trees, shrubs, lawn areas, curbing, walks, roadways, and ground areas from damage during the course of the Work.
- 3.21. POWER REQUIREMENTS: All minor power requirements will be provided by the University where accessible. If power is not available it shall be provided by the Contractor extension cords and other equipment used to transport that power to an exact work area is under the responsibility of the Contractor.
- 3.22. CONSTRUCTION FENCING: The Contractor shall abide by all project fencing requirements located within Appendix B of the most current Contractor Safety Requirements document.
- 3.23. EXISTING UNDER GROUND UTILITIES:
- 3.23.1. The existence and locations of underground utilities indicated on drawings are not guaranteed. The Contractor shall investigate and verify in the field before starting any work.
 - 3.23.2. All excavation within three (3) feet of any existing underground utility line shall be accomplished by hand labor. Extreme caution shall be used in this area to prevent any damage to existing facilities.
 - 3.23.3. The Contractor shall adequately protect from damage (including shoring, if necessary), all underground utilities uncovered or exposed. The Contractor shall be responsible for all damage to existing underground utilities caused by its work and shall repair by a method approved by the University.

- 3.23.4. Utilities serving existing buildings, installation, or facilities shall not be interrupted until the Contractor has made the necessary arrangements with and has received approval from the University.
- 3.23.5. In the event that interruption of any existing utility service is necessary, the responsible Contractor shall be required to make all arrangements for shutdown and start-up of such service with the University representative.
- 3.23.6. The University Park campus is traversed by a 12" high pressure gas transmission line. The Contractor must follow precautions and requirements as outlined on the plan set. The routing of the gas line is available at the following link:

<https://sites.psu.edu/designandconstructionstandards/division-00/>
- 3.23.7. The Contractor must review the project location relative to the gas routing and coordinate all requirements with Columbia Gas.
- 3.24. JOB SITE SECURITY: The University will not provide job site security. The University assumes no responsibility for damage or loss to the Contractors' property.
- 3.25. ASBESTOS / PCB'S / PAINT / SILICA:
 - 3.25.1. ASBESTOS CONTAINING BUILDING MATERIALS (ACM)
 - 3.25.1.1. All pre-1990 buildings / facilities are known and / or assumed to contain ACM. Examples include, but are not limited to: plasters, drywall, joint compounds, ceiling tile / adhesives, floor tile / mastics / cove-base adhesives, fireproofing, duct / pipe insulations and sealants, duct seam sealants, sink undercoating, etc.
 - 3.25.1.2. Cut-off dates do not apply to exterior materials, such as but not limited to, roofing, foundation vapor barriers, etc.
 - 3.25.1.3. Possible ACM sampling or removal situations will be discussed with the University on a project-by-project basis, before demolition or clean-up begins. Do NOT handle or sample materials.
 - 3.25.1.4. If suspect ACM is found after work is underway, STOP and notify the University immediately. Testing and / or removal will be promptly arranged by PSU Environmental Health and Safety (EHS), following all applicable state and federal regulations.
 - 3.25.2. POLYCHLORINATED BIPHENYLS (PCB'S)
 - 3.25.2.1. All pre-1980 buildings / facilities are known and / or assumed to contain PCB building materials. Examples include, but are not limited to: caulks and glazing putties. Same notes as ACM above apply.

3.25.3. PAINTS

- 3.25.3.1. All applicable OSHA standards apply (e.g. lead, cadmium, chromium, torching, cutting, etc.).
- 3.25.3.2. Paints can contain lead, cadmium, chromium, zinc, etc. and must be handled accordingly (HEPA vacuums, sealed and labeled waste containers, etc.).
- 3.25.3.3. Paint(ed) waste materials may require special handling and disposal (e.g. classification as construction debris vs. hazardous waste). Waste handling and disposal will be discussed with the University on a project-by-project basis, before demolition or clean-up begins.

3.25.4. SILICA

- 3.25.4.1. All applicable OSHA standards apply. Contractors will be expected to comply and control dust accordingly.

3.26. PUBLIC WORK EMPLOYMENT VERIFICATION ACT:

- 3.26.1. As a precondition to the award of the Contract, Contractor must complete the Commonwealth of Pennsylvania 'Public Works Employment Verification Form' ("Form") and provide a copy to the University.
- 3.26.2. Furthermore, by execution of this Contract, the Contractor hereby affirms as follows:
 - 3.26.2.1. Contractor is presently and shall remain in compliance with the Pennsylvania Public Works Employment Verification Act ("the Act") through utilization of the Federal E-Verify Program ("EVP") operated by the United States Department of Homeland Security.
 - 3.26.2.2. Contractor will ensure that all contracts with subcontractors contain notification of the applicability of the Act, information regarding the use of EVP, and either a copy of the Form or a reference to the Pennsylvania Department of General Services website at www.dgs.state.pa.us, where the Form may be obtained. Contractor will further ensure that prior to beginning onsite or offsite work, every subcontractor shall submit a completed Form to the University.
 - 3.26.2.3. Contractor and subcontractors shall utilize EVP to verify the employment eligibility of each new employee hired, whether the new employee will be performing onsite or offsite work, within five (5) business days of the employee's start date and shall maintain documentation of continued compliance with the Act for the duration of this Agreement.
 - 3.26.2.4. Contractor and subcontractors shall cooperate with the University and Pennsylvania Department of General Services in the event of an audit arising under the Act.

- 3.27. EQUAL EMPLOYMENT OPPORTUNITY AND REFERRAL TO NON-DISCRIMINATION CLAUSE: Contractor shall not discriminate against any employee, applicant for employment, any independent Contractor or any other person because of race, color, religious creed, ancestry, national origin, service in the uniformed services (as defined in state and federal law), veteran status, age, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas, or any other basis prohibited by law.
- 3.27.1. In performing the work or making or furnishing any article required by this Contract, the Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and all subsequent rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will comply with all provisions of Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code, Chapter 49.
- 3.28. FEDERAL CLEAN AIR ACT: The Contractor agrees to fully protect, indemnify, hold harmless and defend the Owner against any and all liability, including assessed violation fines, for failure to comply with the Federal Clean Air Act [42 U.S.C. §7401 et seq., amended 1990], with regards to handling, venting, and/or disposing of any and all refrigerants used in the performance of the Work. A copy of employee(s) or subcontractor(s) Federal Certification numbers shall be provided to the Owner upon request.
- 3.29. SMOKING AND TOBACCO POLICY: Smoking and the use of tobacco are prohibited in and on all University owned or leased properties, facilities, and vehicles, per University Policy AD 32.
- 3.30. RELEASE OF INFORMATION: The Contractor understands and agrees that the Owner may release to taxing authorities any and all information relating to the Work.
- 3.31. USE OF UNMANNED AIRCRAFT ("UA"): If the Work involves the use of UA (Drones), and if UA use is approved by the Penn State Project Manager assigned to the job in question, the Professional and those Subconsultants involved in UA use must follow all applicable federal regulations and the requirements of Penn State policy SY45 (<https://policy.psu.edu/policies/sy45>), which defines the requirements for use of UA on property owned or controlled by Penn State. In addition, a request to operate UA must be submitted to Penn State's UA Operations Manager, as specified at: <https://www.research.psu.edu/UasOperations>. UA flight operations may not proceed until approval is granted by the UA Operations Manager.
- 3.32. ORDER OF PRECEDENCE: In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) University Construction Safety Requirements, as defined in subsection 3.16 of this Agreement; (b) Change orders, amendments or addenda to this Agreement; (c) this Agreement; (d) detailed scope of work; (e) design documents approved by the Owner; (f) Construction task catalog®; (g) other documents listed in this Agreement. Except as otherwise provided, among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

THIS AGREEMENT entered into as of the day and year written above.

THE PENNSYLVANIA STATE UNIVERSITY
OWNER

[SEAL]
Title

ATTEST, Secretary

Date of Signature/Execution: _____

(Insert Contractor Name)
CONTRACTOR

By: _____
[SEAL]
Signature

ATTEST, Secretary

Name: _____
(Please print name of person signing above)

Title: _____
(Please print title of person signing above)

Date of Signature/Execution: _____

Federal ID Number: