

AGREEMENT

Made the ____ day of _____, 2008

WHEREAS, Habitat for Humanity Perry County PA , with offices located at **50 Forest View Drive, Shermans Dale, PA 17090** (hereinafter referred to as “Owner”), desires to have work performed at the property located at 846 – 854 E. Liberty Street, Newport, PA (hereinafter referred to as the “Site”).

AND,

WHEREAS, _____, of _____ (hereinafter referred to as “Contractor”), warrants that it is qualified to perform the work in accordance with, and as specified in the Contract Documents.

THE OWNER AND THE CONTRACTOR hereby mutually agree to the terms and conditions set forth herein.

1.0. GENERAL CONDITIIONS

- 1.1.** No Work shall be commenced by the Contractor until a written Proceed Order has been submitted to the Contractor by the Owner.
- 1.2.** The Owner shall issue a written Proceed Order within _____ days from execution of this Agreement and receipt of proof of Contractor’s insurance, whichever is later.
- 1.3.** The Contractor must commence work within _____ days after issuance of the Proceed Order.
- 1.4.** The Contractor shall perform the work in totality, except to the extent specifically indicated to be the responsibility of others.
- 1.5.** The Contractor shall certify in writing that he is current on all obligations, if any, and not debarred, disqualified or otherwise ineligible for contracting by the Commonwealth of Pennsylvania.
- 1.6.** The Contractor shall not permit the disposal of any hazardous or toxic substance (including, without limitation, petroleum products), as defined by any federal, state, or local environmental laws, upon the Site and the Contractor shall not permit the same to remain on the Site after the conclusion of the work. The Contractor shall notify the Owner of any on Site disposal or contamination notwithstanding the prohibitions contained in this section, and shall make appropriate arrangements, at the Contractor’s sole cost and expense, but with the consent and approval of the Owner, properly to remove and remediate such contamination forthwith. The Contractor agrees to indemnify and hold the Owner harmless from any costs or claims (including reasonable attorneys’ fees) associated with any disposal or contamination of the Site by the Contractor or employees, agents or subcontractors of the Contractor.

2.0. SCOPE OF WORK

- 2.1.** The Contractor shall, in consideration of the sums herein specified perform all construction services, and provide all material, equipment, tools, and labor, necessary to complete the following:

3.0. DEFINITIONS

- 3.1.** Contract Documents – The Contract Documents are comprised of the following:
- A. This Agreement, including all exhibits and attachments, executed by Owner and Contractor.
 - B. Project Specifications.
 - C. Project drawing.
 - D. All modifications to this Agreement taking the form of a written Amendment to the Contract signed by both parties, or a written Change Order signed by both parties.
- 3.2.** Contract – The contract is formed by all the Contract Documents, and represents the entire integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements either oral or written. The Contract may only be amended as defined in Article 3.1.D. above.
- 3.3.** The Work – The Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated in such design and construction, and necessary to complete the construction.
- 3.4.** Written Notices – Written notices shall be deemed to have been duly served, if delivered in person to the individual, or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by regular mail to the last business address of the firm known to him who gives the notice.
- 3.5.** Material Allowance – A Material Allowance is the price figure for a specified item to be installed within a specification section. This figure is to be based on the Contractor's cost of purchasing the item called for, *not the retail cost*.

4.0 EXECUTION, CORRELATION, INTENT, AND INTERPRETATION

- 4.1.** By executing the Contract, the Contractor represents that he has visited the Site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- 4.2.** The Contract Documents are complimentary, and what is required by any one shall be as binding as if required by all. The intention of all documents is to include all labor, materials, equipment, and other items necessary for the proper execution and completion of the Work. Words which have well technical or trade meanings are used herein in accordance with such recognized meanings.
- 4.3.** Written interpretations for the proper execution of the Work, in the form from which this is derived or otherwise will be issued with reasonable promptness and shall be consistent with, and reasonably inferable from, the Contract Documents.
- 4.4.** Any time period referred to in the Contract Documents refers to calendar days unless otherwise specified.

5.0 CONTRACTOR

- 5.1.** The Contractor is the person or organization identified as such in this Agreement and is referred to throughout the Contract Documents as if singular in person and masculine in gender.

6.0 CONTRACTOR RESPONSIBILITIES

- 6.1.** The Contractor shall supervise and direct the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall designate in writing to the Owner one individual acceptable to the Owner as Project Supervisor. The Project Supervisor shall be responsible for supervision of the work. All communications between the Owner and Contractor concerning the Project shall be through the Project Supervisor. The Contractor will not change the Project Supervisor without previous notification to the Owner in writing.
- 6.2.** The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work an unfit or unqualified person.
- 6.3.** Unless otherwise specified, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 6.4.** Warranty and Guarantees
- A. The Contractor warrants to the Owner that all materials and equipment provided under this Contract will be new unless otherwise specified, and that all Work will be of professional quality, free from faults and defects, and in complete conformance with the Contract Documents, and the manufacturer's specifications. All Work not so conforming to these standards, including substitutions not properly approved and authorized, may be considered defective.
- B. The Contractor shall guarantee his Work against faulty materials or workmanship for a period of twelve (12) months, and repair or replace the same at the direction of the Owner at no additional cost. The twelve (12) month period shall begin upon the latest of: (a) the date of final payment to the Contractor; (b) substantial completion of the Project and completion of all punch list items; or (c) issuance of final certificates of occupancy for all units of the Project.
- C. The warranty and guarantees as provided in this section shall be in addition to, and not in limitation of, any other warranty or guarantee required by law or the Contract Documents.
- 6.5.** The Contractor shall secure and pay for all sales, consumer, use and other similar taxes required by law.
- 6.6.** Permits, Fees, and Notices
- A. The Contractor shall secure and pay for all governmental approvals, permits, governmental fees, and licenses necessary for the proper execution and completion of the Work.
- B. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall assume full responsibility therefore, and shall bear all costs attributable thereto.
- C. The Contractor shall pay all royalties and license fees, shall defend all suits or claims for infringement of patent rights, and shall hold the Owner harmless from any claim or loss on account thereof.

- 6.7.** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.
- 6.8.** The Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and Contract Documents, and shall not unreasonably encumber the Site with any materials or equipment.
- 6.9.** The Contractor shall at all times keep the Site broom clean and free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Site as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces. If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor and subtracted from any future payments yet due.
- 6.10.** The Contractor shall indemnify and hold harmless the Owner and his partners, agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any 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), including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused by a party indemnified hereunder.
- 6.11.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- 6.12.** The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to all of the following:
- A. All employees on the Work, and all other persons who may be affected thereby.
 - B. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or any of his subcontractors.
 - C. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocations, or replacement in the course of construction.
- 6.13.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall erect, and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- 6.14.** The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.
- 6.15.** The Contractor shall indemnify and hold harmless the Owner and its successors, assigns, agents and employees from and against all liens, claims, or financial obligations arising under, in connection with or by virtue of this Contract or the work performed pursuant to this Contract brought by a subcontractor, sub-subcontractor or materialman on account of work performed or materials supplied for work on the Site. Furthermore, Contractor agrees that the Owner may, upon

its sole discretion, satisfy any claim or lien filed by a subcontractor, sub-subcontractor or materialman and consider that payment as a set-off against amounts owed to the Contractor.

7.0. SUBCONTRACTORS

7.1. A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work as defined herein, and is referred to throughout the Contract Documents as if singular in person and masculine in gender.

7.2. Nothing contained in the Contract Documents shall create any contractual relation between the Owner and the Subcontractor.

7.3. The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of each Subcontractor's Work. The Contractor shall also require each Subcontractor to make similar payments to his sub-subcontractors, if any.

7.4. The Owner shall have no obligation to pay or to see to the payment of any Subcontractor.

7.5. Subcontractor List

A. The Contractor shall furnish in writing to the Owner the names of the Subcontractors for each of the principal portions of the Work.

B. The Contractor shall not contract with any Subcontractor to whom the Owner has made reasonable and timely objection. Objection by the Commonwealth of Pennsylvania may form grounds for objection by the Owner.

C. The Contractor shall not be required to contract with any Subcontractor to whom the Contractor has made reasonable objection.

8.0. OWNER

8.1. The term "Owner" refers to Habitat for Humanity Perry County PA.

9.0. OWNER'S RESPONSIBILITIES

9.1. The Owner shall perform its reviews and approvals of Contractor's submissions in a timely manner so as not to delay the Contractor in the performance of the Work.

10.0. ADMINISTRATION OF THE CONTRACT

10.1. The term "Owner's Representative" refers to the individual charged by the Owner to manage the Project on the Owner's behalf.

10.2. The Owner's Representative shall at all times have access to the Work. If any laws, ordinances, instructions by the Owner, or any public authority requires any Work to be specifically inspected, tested, or approved, the Contractor shall give the Owner's Representative timely notice of its readiness for inspection and, if the inspection is by another authority than the Owner's Representative, the time fixed for such inspection. If any such Work be covered up without approval or consent of the Owner's Representative, it must, if required by the Owner be uncovered for examination at the Contractor's expense.

10.3. The Owner's Representative will make periodic visits to the Project to familiarize himself generally with the progress and the quality of the Work, and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

10.4. The Owner's Representative will not be responsible for construction means, methods, techniques, or sequences of procedures, or for safety precautions and programs, or other worker protection issues in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. All such items are the Contractor's responsibility.

10.5. The Owner's Representative will have authority to reject Work which does not conform to the Contract Documents. Whenever it is necessary or advisable to insure proper implementation of the intent of the Contract Documents, or if the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner's Representative will have the authority to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

11.0. CHANGES IN THE WORK

11.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order, and shall be executed under the applicable sections of the Contract Documents.

11.2. A Change Order is a written order to the Contractor, signed by the Contractor and the Owner, issued after execution of this Contract, authorizing a change in the Work, or an adjustment of the Contract Sum or Contract Time.

11.3. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at a variance with the conditions indicated in the Contract Documents, or should unknown physical conditions below the surface of the ground be of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract, the contract Sum will be equitably adjusted by Change Order upon claim by either party.

12.0. CONTRACT SUM

12.1. The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Aggregate Contract Sum of _____ as provided for in the Contract Documents. The Contract Sum shall be the full compensation due Contractor for performance of all services set forth in this Agreement, and shall be deemed to include all the sales, use, consumer and other taxes mandated and applicable legal requirements.

12.2. Scope of Work – The Contract Sum includes base bid plus the following alternates:

12.3 Unit Prices – The following unit prices are herein incorporated:

13.0. PAYMENTS

13.1. The Contract Sum is stated in Article 12.1 above, and is the total amount payable to the Contractor by the Owner for the performance of the Work under the Contract Documents, unless modified by a Change Order.

13.2. The Contractor has previously submitted along with his Bid for the Work a Schedule of Values of the various portions of the Work, aggregating the total Contract sum, and supported by such data

to substantiate its correctness as the Owner has required. Said Schedule of Values is incorporated herein by reference thereto. Each item in the Schedule of Values includes its proper share of overhead and profit. This schedule, when approved by the Owner, shall be used only as a basis for the Contractor's applications for Payment.

- 13.3.** Progress payments will be made to the Contractor by the Owner on a monthly basis in conjunction with monthly progress meetings. All progress payments will be subject to a 10% retainage pending satisfactory completion of the project. When the project completion level reaches 50%, the Owner may, at its sole discretion, reduce the retainage amount to 5%.
- 13.4.** The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by the Application for payment will pass to the Owner upon incorporation into the Work, free and clear of all claims, liens, security interests or encumbrances.
- 13.5.** Upon receipt of an Application for Payment, the Owner's Representative will review the application in respect to the Work completed and either approve the payment application in total, reject the application in total, or approve a portion and reject a portion of the application. Approval or partial approval of an Application for Payment shall not thereby deem that the Owner's Representative has made exhaustive or continuous on-site inspections to check the quality of the Work, or that the Owner's Representative has reviewed the means, techniques, sequences, or procedures, or that the Owner's Representative has made any examination to ascertain how or for what purposes the Contractor has used the moneys previously paid on account of the Contract Sum. All Applications for Payment shall be accompanied by a fully executed Unconditional Waiver and Release Upon Progress Payment in the form provided to Contractor by the Owner executed by the Contractor and by the Contractor's subcontractors, sub-subcontractors, and materialmen for work performed or materials supplied through the date of the application for payment.
- 13.6.** After the Owner's Representative has approved an Application for Payment, the Owner shall make payment to the Contractor not less than thirty (30) days from the date of such approval.
- 13.7.** No Application for Payment, or any progress payment made on account of an Application for Payment, nor any partial use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- 13.8.** The Owner's Representative may decline to approve any request for payment or, because of subsequently discovered evidence or subsequent inspections, the Owner's Representative may nullify the whole or part of any request for payment previously issued to such an extent as may be necessary in his opinion to protect the Owner from loss because of any of the following:
 - A. Defective Work not remedied.
 - B. Claims filed or reasonable evidence indicating probable filing of claims.
 - C. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
 - D. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum.
 - E. Damage to another contractor.
 - F. Reasonable indication that the Work will not be completed within the Contract Time.
 - G. Unsatisfactory prosecution of the Work by the Contractor.

13.9. When the Owner agrees that the Work is substantially complete, as defined in Article 14.4. herein, the Owner's Representative will authorize issuance of a substantial completion payment of no more than 90% of the Total Adjusted Contract Sum, unless the Owner has exercised its option under Article 13.3. above, in which case the Substantial Completion Payment shall be issued for no more than 95% of the Total Adjusted Contract Sum.

13.10. Final Payment shall not be issued to Contractor by Owner until the following conditions have been complied with.

A. The Contractor has delivered to the Owner a fully executed Unconditional Waiver and Release Upon Final Payment in the form provided by Owner to Contractor executed by the Contractor and by the Contractor's subcontractors, sub-subcontractors, and materialmen.

B. All punch list items have been completed.

14.0. CONTRACT TIME

14.1. The Contract Time is the period of time allotted for completion of the Work. By executing the Agreement, the Contractor hereby confirms that the Contract Time is a reasonable period for performing the Work.

14.2. The date of commencement of the Work is the date established in a Notice to Proceed. The Contractor will not commence the Work prior to receipt of a Notice to Proceed.

14.3. The Contractor shall satisfactorily complete the Work within _____ **days** after issuance of the Proceed Order, subject to adjustments of Contract Time in accordance with this Agreement.

14.4. The date of Substantial completion is the date the Owner, upon inspection of the Work after notification by the Contractor that the work is ready for Final Inspection, certifies that the Work is substantially complete.

14.5. If the Contractor is delayed at any time in the progress of the Work, by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any other causes beyond the control of the Contractor, then the Contract Time shall be extended by Change Order for such reasonable time that the Owner and the Contractor mutually agree upon.

14.6. All claims for extension of Time shall be made in writing to the Owner no more than fifteen (15) days after the occurrence of the delay, otherwise such claims shall be deemed to have been waived by the Contractor. In the case of a continuing cause of delay, only one claim is necessary.

14.7. Should the Contractor fail to complete the Work within the specified time plus any extension thereof, the Owner may make a deduction of _____ **per day** from payments due to the contractor under the Contract Agreement for each day past over the Contract Time.

15.0. INSURANCE

15.1. The Contractor shall purchase and maintain such insurance as will protect him from claims which may result out of or result from the Contractor's operations under this Agreement.

A. Worker's Compensation

- B. Comprehensive General Liability in the amounts of \$1,000,000 per occurrence, and \$2,000,000 Aggregate; Owner to be named as additional insured on an occurrence basis.

16. COMPLIANCE WITH STATE STATUTES AND REGULATIONS

16.1. Nondiscrimination/Sexual Harassment Provisions

- A. The Contractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the Contract relates.
- B. The Contractor shall not discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of the Work, or any other activity required under the Contract on account of gender, race, creed, or color.
- C. The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D. The Contractor will not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the Work to which the Contract relates.
- E. The Contractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the Redevelopment Authority of the County of Cumberland (the "Authority"), the Commonwealth of Pennsylvania DCED (the "Department") and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor does not possess documents or records reflecting the necessary information requested, the Contractor shall furnish such information on reporting forms supplied by the Department or the Bureau of Contract Administration and Business Development.
- F. The Contractor shall require that its subcontracts include the provisions of this Nondiscrimination/Sexual Harassment Clause so that such provisions will be binding upon each subcontractor.
- G. The Owner may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause.

16.2. Compliance with the State Contractor Responsibility Program:

- A. The Contractor ensures that as of the date of the execution of this Contract that neither it, nor any of its subcontractors nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
- B. The Contractor certifies that as of the date of its execution of this Contract it has no tax liabilities or other Commonwealth obligations.
- C. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of this Contract through completion of the Work. Accordingly, the Contractor must inform the Owner and the Authority if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth

obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity.

- D. The failure of the Contractor to provide proper notification pursuant to paragraph C of this section of the suspension or debarment of any of its subcontractors by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract.
- E. The Contractor agrees to reimburse the Owner, the Authority, and/or the Commonwealth for the reasonable costs of investigation by the Commonwealth incurred by the terms of this Contract, which results in the suspension or debarment of any subcontractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations by the Commonwealth that do not result in the suspension or debarment of a subcontractor within the meaning of this section.
- F. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the: Department of General Services, Office of Chief Counsel, 603 North Office Building, Harrisburg, PA 17125, Telephone No: (717) 783-6472, FAX No: (717) 7879138.

16.3. Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act (the "Act")

The Contractor ensures that it shall comply with the Act. In the event that the Contractor:

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

the Contractor shall repay to the Owner all funds received by the Contractor from the Owner pursuant to this Contract.

16.4. Compliance with the Offset Provision for Commonwealth Contracts:

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

16.5. Compliance with the Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in activity within this Contract, or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply, and ensure that its subcontractors comply with the "General Prohibitions Against Discrimination," 28 C.F.R.

§35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

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

16.6. Compliance with Anti-Pollution Regulations:

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

16.7. Contractor Integrity Provisions:

A. Definitions:

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

Consent means written permission signed by a duly authorized officer or employee of the Contractor.

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

Financial Interest means:

Ownership of more than a 5% interest in any business; or

Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

B. The Contractor recognizes that the Owner is subject to certain Contractor Integrity Provisions. The Contractor shall take no actions, and shall ensure that its subcontractors take no action that would compromise the Owner's position as a Commonwealth Contractor. The Contractor shall, and shall ensure that its subcontractors:

(1) maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations or other requirements that govern contracting with the Commonwealth; and

(2) shall not disclose to others any confidential information gained by virtue of this Contract; and

(3) shall not, in connection with this or any other agreement, directly or indirectly offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any officer or employee of the Commonwealth; and

- (4) shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly offer, give, or agree or promise to give to anyone any gratuity for the benefit of, or at the direction or request of, any officer or employee of the Commonwealth or the Owner; and
- (5) shall not accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein; and
- (6) shall not have a financial interest in any other contractor, subcontractor or supplier providing services, labor or material on this project; and
- (7) shall, upon being informed that any violation of these provisions has occurred or may occur, immediately notify the Owner and the Commonwealth in writing.

C. The Contractor, by execution of this Contract, and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that it, has not, nor has any of its contractors, violated any of these provisions.

D. The Contractor shall provide, and ensure that its subcontractors provide, or if appropriate, make promptly available for inspection and copying, any information of any type or form required by the Owner. Such information may include, but shall not be limited to, the Contractor's and its subcontractor's business and financial records, documents or files of any type or form which refer to or concern this Contract. Such information shall be retained by the Contractor and its subcontractors for a period of three (3) years beyond the termination of the Contract unless otherwise provided by law.

E. For violation of any of the above provisions, the Owner may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder. These rights and remedies are cumulative, and the use or nonuse of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Owner may have under law, statute, regulation or otherwise.

16.8. The Contractor will establish safeguards to prohibit employees, agents, consultants, officers, or elected or appointed officials from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

17. PREVAILING WAGE COMPLIANCE

17.1. The Contractor shall pay at least the wage rates as determined in the decision of the Secretary of Labor and Industry (hereinafter the "Secretary") and shall comply with the conditions of the Prevailing Wage Act approved August 15, 1961 (hereinafter referred to as the "Act"), and the regulations issued thereto (hereinafter referred to as the "Regulations"), to assure the full and proper payment of the rates.

17.2. The Contractor shall pay all workmen at least the general prevailing minimum wage rates and other provisions to assure payment thereof as set forth in this section of the Contract.

17.3. This section of the Contract applies to work performed on the Contract by the Contractor and to work performed on the Contract by subcontractors.

- 17.4.** The Contractor shall insert in each of his subcontracts the stipulations contained in these required provisions and other stipulations as may be required.
- 17.5.** No workmen may be employed on the Work except in accordance with the classifications in the decision of the Secretary. If additional or different classifications are necessary the procedure as outlined in the Regulations shall be followed.
- 17.6.** Workmen employed or working on the public work shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between a contractor, subcontractor and workmen, at least once a week, without deduction or rebate, on any account, either directly or indirectly except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the Contract, the act or this title prohibits the payment of more than the generally prevailing minimum wage rates as determined by the Secretary to a workman on public work.
- 17.7.** The Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the Work and at the places used by them to pay workmen their wages. The posted notice of wage rates shall contain the following information:
- (i) The name of project.
 - (ii) The name of Owner and the Redevelopment Authority of the County of Cumberland.
 - (iii) The crafts and classifications of workmen listed in the in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - (iv) The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.
 - (v) A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not complying with the act, they may file a protest in writing with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the Work. A workman paid less than the rate specified in the Agreement shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Agreement, which right of action shall be exercised within six (6) months from the occurrence of the event creating the right.
- 17.8.** The Contractor and subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day and the actual hourly rate of wage paid, including employee benefits, to each workman employed by him in connection with the Work. The record shall include deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall be open at reasonable hours to the inspection of Owner, the Authority, and the Secretary or his authorized representatives.
- 17.9.** Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by The Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with The Apprenticeship and Training Act (43 P.S. 90.1-90.10) and the regulations issued thereto shall be employed on the Work. A workman using the tools of a craft who does not qualify as an apprentice within this subsection shall be paid the rate predetermined for journeyman in that particular craft or classification.

17.10. The Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the Agreement with the Owner and the Authority, under oath, and in form satisfactory to the Secretary, certifying that workmen have been paid wages in strict conformity with the provisions of the Agreement as prescribed by this section or if wages remain unpaid to set forth the amount of wages due and owing to each workmen respectively.

17.11. The provisions of the Act and Section 9.103 of the Regulations are incorporated herein by reference.

18. MISCELLANEOUS PROVISIONS

19.1. The Owner, the Commonwealth of Pennsylvania, and the Authority or any of their duly authorized agents or agencies shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the subject matter of the Contract for the purpose of making audit, examinations, excerpts, and transcriptions.

19.2. Claims, disputes, and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work, shall be referred initially to the Owner's Representative. If any claim or dispute cannot be resolved by agreement, both Contractor and Owner may elect to utilize all remedies available by law.

19.3. Neither Contractor nor Owner shall assign, transfer, or sublet any portion or part of its obligations under this Contract without the written consent of the other party.

19.4. This Contract may not be changed, altered, or amended in any way except in writing signed by both parties.

19.5. The Contractor is not under suspension or debarment from the Commonwealth of Pennsylvania, the federal government, or any other state.

20. TERMINATION OF THE CONTRACT

20.1. If the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or Subcontractor or their agents or employees or any other person performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor for the Owner's failure to make payment thereon as provided for on this Agreement, then the Contractor may, upon fourteen (14) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, tools, construction equipment and machinery.

20.2. If the Contractor should file for bankruptcy, or should one or more of his creditors succeed in filing a petition of bankruptcy against him, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled mechanics and laborers or proper materials (unless the delay is beyond his control), or if he should fail to make prompt payments to his Subcontractors for material or labor, or persistently disregard the laws and ordinances of the municipality wherein the Work is being performed, or otherwise be guilty of a sustainable violation of any provision of this Contract, then the Owner may, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the premises and all of the materials, tools, and equipment thereon, and finish the Work by whatever means he may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

- 20.3.** Upon ten (10) day's written notice to the Contractor, the Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, the Owner shall pay the Contractor for the following:
- A. All Work performed prior to the Contract termination.
 - B. Reasonable costs and expenses attributable to such termination, including but not necessarily limited to demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Professionals.

21. SIGNATURES

- 21.1.** The Owner accepts the Bid , and will pay the Contractor for performance of this Agreement, the Aggregate Contract Sum.
- 21.2.** The Owner and the Contractor agree to hold and save harmless the Owner's Representative from any and all loss, cost or damage of every kind, nature or description arising out of this Contract or from any source whatsoever.
- 21.3.** This Contract becomes effective and binding upon the Contractor when accepted by the Owner by signature in the space provided for signature by Owner.

Contractor:
Address:

Signature: _____ Date: _____

Witness: _____ Date: _____

Name/Title: _____

Owner: Habitat for Humanity

Signature: _____ Date: _____

Witness: _____ Date: _____

Name/Title: _____