PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
COMMONWEALTH OF PENNSYLVANIA

STANDARD FORM OF AGREEMENT

FOR

SEPARATE PRIME FACILITIES PROJECTS

RIDER A

SPECIAL CONDITIONS

1.1 PLANS AND SPECIFICATIONS

1.1.100 The Table of Contents for the Technical Specifications and Drawings is shown at Attachment 1 to Rider A.

1.1.101 Unless otherwise specified in the Contract Documents, the successful Contractor, upon Contract award, will be furnished, free of charge, five (5) complete sets of drawings and specifications. If additional sets are required, the Contractor shall reimburse the System for the cost of the additional sets.

2.1 SUBSURFACE INVESTIGATION REPORTS

[---if there are any reports or data from subsurface site investigation, they should be included in the Contract Plans and/or Specifications---]

2.1.100 Sub-surface exploration, drilling, and/or testing has been performed at the Project site. Information resulting from this exploration, drilling, and/or testing provided to the System is available to the Contractor by its inclusion in the Technical Plans and Specifications.

2.1.101 Notwithstanding anything to the contrary contained in the Contract Documents, and notwithstanding anything to the contrary contained in the subsurface exploration, drilling, and/or testing reports themselves, such subsurface exploration, drilling, and/or testing reports provided are for informational purposes only, and nothing contained in them shall be deemed to be a representation or warranty with respect to the condition of the Project site and/or any Work required to be performed in connection with the excavation thereof.

3.1 NOTICE TO PROCEED

The date for commencement of the work is the date of the Notice to Proceed. On-site work shall commence no later than seven (7) days after the date of the Notice to Proceed. *--or as otherwise is appropriate for this contract/project—*

4.1 CONTRACT TIME

4.1.100 The Contractor shall prosecute the work diligently and substantially complete the work (Substantial Completion) not later than _____ calendar days after Notice to Proceed. *--or identify a required completion date, if the project must be completed on a certain calendar date—*

4.1.101 *[---identify and describe any interim completion dates, interim milestones, or phasing requirements---]*

5.1 LIQUIDATED DAMAGES

If the Contractor fails to complete the work within the time specified in the contract, including any and all approved extensions or adjustments thereto that are properly executed under the procedures outlined by the Contract, the Contractor shall pay liquidated damages, not as a penalty, to the University in the amount of _____ dollars for each calendar day of delay until the work is substantially completed and accepted.

6.1 UNIVERSITY'S PROFESSIONAL

The Professional for this project is:
[---provide the name and address and contact information for the Professional---]
or, None---]

7.1 UNIVERSITY'S CONSTRUCTION MANAGER

The Construction Manager for this project is:
[---provide the name and address and contact information for the CM/PM; or, None---]

[---additionally, provide any specific information relative to duties and responsibilities of the CM/PM as they might affect the Contractor and his/her contractual requirements---]

8.1 OTHER UNIVERSITY REPRESENTATIVES

[---Identify any other contracted representatives of the University, such as a Commissioning Agent; or, None---]

9.1 NOTICE

Unless otherwise specifically identified by any provision of this Agreement, a notice shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally-recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

[---provide the name and address and contact information for Notice, typically the Contracting Officer/Vice President---]

10.1 EXCEPTIONS TO RIDER B

The following requirements and terms and conditions supersede those stated in Rider B.

[---Insert any changes to Rider B for this Contract; the only allowable changes are relative to:

10.1.100 Contract Compliance Requirements (Article 2.14 in Rider B): reporting requirements are not required, but may be included, if the Contract is (anticipated to be) under $50K

10.1.101 Project Schedule (Article 4.7 in Rider B): if there is no Specification Section 01315 and the Project Schedule requirements are to be different from those stated in Rider B

10.1.102 Prompt Payment (Article 9.4 in Rider B): if the payment terms are going to be shorter than 45 days

10.1.103 Warranty (Article 10.6 in Rider B): if warranty periods are to be longer than what is required in Rider B, or if there are additional or special warranty requirements (other than those specified in Technical Specification Sections)

10.1.104 Safety and Health (Article 11.1 in Rider B): if there is no Specification Section 01501 and the requirements stated in Rider B are not adequate

10.1.105 Insurance (Article 12 in Rider B): if any of the coverage limits or other requirements are different from what is required in Rider B or, None---]

11.1 PREVAILING WAGE

This Project is/is not subject to the Prevailing Wage Act. The Prevailing Minimum Wage Determination for this Project is located at Attachment 2 to Rider A.

[---insert the Prevailing Wage Determination serial number, date, classification, etc.---]

12.1 MBE/WBE COMMITMENTS

12.1.100 The Contractual Obligations in the Instructions to Bidders, MBE/WBE Requirements, and the bid proposal of the Contractor, including the completed MBE/WBE Solicitation Form and accompanying documents regarding commitments to Certified MBE/WBE, shall be considered as incorporated in and become contractual obligations under the terms and conditions of this Contract.

12.1.101 If requested by the System, the Contractor shall submit copies of any subcontracts and/or purchase orders which execute commitments made to Certified MBE/WBE which support the REAA.

12.1.102 Subcontracts and/or purchase orders that are executed with Certified MBE/WBE that support the REAA must continue throughout the life of the Contract and be completed at that level, or higher, unless agreed upon by the Certified MBE/WBE. If the Contractor anticipates that his final subcontract and/or purchase order amounts will not be completed at the level of his commitment or higher, he shall notify the System.

12.1.103 If the University determines that the Contractor did not make a good faith effort to execute a commitment made to a Certified MBE/WBE that supports the REAA, or did not make a good faith effort to complete an executed commitment to a Certified MBE/WBE, the University may withhold and assess Liquidated Damages. The amount of such Liquidated Damages shall be not greater than the actual dollar value of the unexecuted commitment or the uncompleted portion of the executed commitment. The Contractor has the right to appeal any Liquidated Damages withholdings and/or assessment under the procedures of Article 14, Disputes, of Rider B of this Contract.

12.1.104 The Contractor shall submit separately with each Application for Payment an accounting of how much each Certified MBE/WBE supporting the REAA was paid as part of previous payments, and how much of the current payment is to go to each of those Certified MBE/WBE.

13.1 LEADERSHIP IN ENERGY & ENVIRONMENTAL DESIGN (LEED)

[---if the Project is to be LEED Certified, insert the following;
or, Not Applicable---]

This Project is designed to meet Platinum/Gold/Silver Certification according to the U.S. Green Building Council's LEED Rating System. The Contractor may be responsible for taking actions required to achieve certain LEED points. Specific requirements relative to LEED are identified in the Technical Specifications. If the Contractor fails to complete those actions for which he is responsible, and if such failure results in the Project's failure to achieve Certification at the desired level, the University may withhold and assess Liquidated Damages. The amount of such Liquidated Damages shall be not greater than the value of the work or portion of the work related to the required actions.

14.1 ESCALATION

[---if the contract is subject to a general or any special escalation provision, insert it here;
or, None---]

15.1 CRIMINAL HISTORY BACKGROUND CHECKS

[---if the project is one which requires Criminal History Background checks for workers, include the provision below; an example of a project which might include such a requirement might be work in a Child Care Center, or a project involving a security system;
or, None---]

The Contractor shall submit for criminal history background and child abuse history checks for all employees who will be on University property during work of this Contract. Confirmation of such background checks is subject to review by the System. The required forms are available from school districts, the Commonwealth of Pennsylvania Department of Welfare, and at Pennsylvania State Police stations. Background checks are generally returned within one month of application. The Contractor is responsible to submit and attain responses so as not to affect the Project Schedule. The Contractor is responsible for the application fees for background checks.

16.1 OTHER SPECIAL CONDITIONS

[---provide any other contractual, administrative, or technical information not included elsewhere in the Agreement, Rider B, the Division 01000 Specifications, or the Technical Plans and Specifications---]

Attachment 1 to Rider A

TECHNICAL SPECIFICATIONS AND PLANS TABLE OF CONTENTS

[---insert table of contents of Technical Specs and Drawings---]

Attachment 2 to Rider A

PREVAILING MINIMUM WAGE DETERMINATION

[---insert prevailing wage information---]