SUPPLEMENTARY GENERAL CONDITIONS

1. GENERAL
These Supplementary General Conditions, together with the General Conditions and changes to them, govern all work in so far as applicable. Where the General Conditions and Supplementary General Conditions may have bearing upon similar subject matter, both shall apply wherever possible; otherwise the more stringent conditions shall govern.

2. REVIEW OF CONSTRUCTION DOCUMENTS
A. Contractor shall thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of Contractor to receive or examine any form, instrument, document, or visit the site and acquaint himself with conditions there existing, shall in no way relieve Contractor from obligation with respect to his bid. By having submitted a bid, the Contractor agrees and warrants that he has examined the site and the Specifications and Drawings and, where Specifications or Drawings require in any part of the Work a given result to be produced, that the Specifications and Drawings are adequate and the required result can be produced under the Specifications and Drawings. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper plans and specifications and whenever a result is required, the Contractor shall furnish any and all extras and make any changes needed to produce the required result.

3. ERRORS AND OMISSIONS
A. Contractor shall notify Architect in writing regarding any necessary items which may have been omitted from the Specifications or Drawings, or both, and irregularities, discrepancies or duplications between Drawings and Specifications according to the evident intent. In case of such errors or omissions, the Contractor shall not proceed with the Work in uncertainty, but shall consult the College regarding proper intent, and revision if it be necessary.
B. Any duplication of work specified in two or more sections shall require the Contractor to provide the work so duplicated without extra or additional charge to the Owner. Such duplications, if any, are not intended.
C. Typographical and spelling errors shall be interpreted by the College for their obvious meaning and intent.
D. In case of any conflict or inconsistency within the Contract Documents, the better quality or greater quantity of work shall be provided in accordance with College’s interpretation.
4. **COOPERATION AND COORDINATION**
   A. Where any job condition arises and no detailed Drawings exist to give College’s intent, Contractor shall consult with College for proper manner of doing work, so that aesthetic effect is not compromised.
   B. Observation of Work by the College shall not be interpreted as relieving Contractor from his responsibility for coordination of all work, his Superintendence of the work, and his scheduling of the work.

5. **SINGULAR AND PLURAL NUMBERS**
   A. References throughout Specifications and other Contract Documents expressed in the singular number shall mean one or more like items as may be required to complete the work. Likewise, plural references that obviously imply only one item shall mean only one item.

6. **USE OF PREMISES BY OWNER**
   A. The Owner reserves the right to occupy any portion of the project before it has been entirely completed, with the distinct understanding that such occupancy shall not in any way constitute acceptance of the Work or any part thereof, or of any work performed under contract.

7. **WRITTEN INTERPRETATIONS REQUIRED**
   A. Neither the price bid for the Work of any Contractor, nor the Contract Sum shall be based in any manner upon or oral opinions, or real or alleged instructions of an oral nature, regardless of whether such opinions or instructions are expressed by the Owner, the Contractor or agents or representatives of any of them.
   B. These provisions do not intend to deny normal discussion, recommendations, explanations, suggestions, approvals, rejections, and similar activity in pursuit of the work of the Project on an oral basis, such as at Job Conferences and otherwise at the Site. In such instances the written minutes, correspondence, Shop Drawings Records, written Field Orders and other written data shall control over claims regarding statements made contrary to the written data.
   C. Interpretations of Contract Documents, to be effective for claim purposes or for justification as to proper procedure in performing the Work, must be obtained in writing before such claim is made or such work begun.
   D. Written or graphic interpretations by the College will be considered as minor changes in the Work. No claims for additional time or money will be honored due to such interpretation. Any interpretations offered by the College that Contractor determines to affect Contract Sum or time shall be returned to the College within 5 days and will be treated as a Change Proposal Request. Provide complete substantiation of changes in contract time or money as required for a Change Proposal Request.

8. **ALTERNATES**
A. Except as noted otherwise, bid prices for alternates not included in Contract at time of execution shall be held by Contractor for a period of no less than ninety (90) days thereafter. During this time and at the discretion of the Owner, any of these alternates may be incorporated into the Contract by Change Order for the Bid price(s).

   A. Pennsylvania Prevailing Wage Rates: This regulation and the general Pennsylvania prevailing minimum wage rates as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term therefor in the locality in which public work is performed, are made part of this specification.
   B. In the event of the expiration of the Prevailing Wage Rates after the opening of bids, but before the award of the contract, Contractor agrees that a new determination shall be obtained from the Secretary of Labor and Industry, and Contractor will pay the rates in accordance with the new determination. Under such circumstances, Contractor shall not be entitled to an increase in the contract sum.

10. LIQUIDATED DAMAGES
   A. Actual damages for delay in the time of completion are impossible of determination. Accordingly, each Contract shall be liable for, and shall pay to the Owner as fixed, agreed and liquidated damages, the sum or sums indicated for each calendar day (Sundays and holidays included) which the actual time of substantial completion shall be delayed beyond the time of completion indicated in the Contract Documents.
   B. In addition, Contractor shall be liable for, and shall pay to Owner as fixed, agreed and liquidated damages, the sum or sums indicated for each calendar day (Sundays and holidays included) which the actual time of final completion, including completion or correction of punch list items, shall be delayed beyond the time of completion indicated in the General Conditions.
   C. The Owner shall have the right to deduct the total amount of any fixed, agreed and liquidated damages for which the Contractor may be liable from any moneys otherwise due to the contractor under the Contract, including any retainage held by the Owner.
   D. The surety upon the Performance Bond furnished by the Contractor shall be liable for any fixed, agreed and liquidated damages for which the Contractor may be liable under this Section 11, to the extent that the Contractor shall not make settlement therefore with the Owner.

11. CONSTRUCTION PERMITS AND FEES
   A. The contractor shall be responsible for all permits, connection and tap-in fees relative to the Work of that Contract. The cost of these permits is to
be covered by quantity allowances as indicated in the Contract Documents. Allowances in excess of the permit amounts shall be returned to the Owner by Change Order.

B. To the extent Contractor pays any permit, connection and/or tap-in fee not otherwise properly due, the Owner shall be entitled to any refund relating thereto and the Contractor agrees to assign any and all rights to said refund or refund claim to Owner. The Contractor and all subcontractors hereby assign to Owner all rights to claim any such refund claim and to any resulting refund and hereby appoint the Owner as their Attorney-in-Fact to execute and acknowledge in their respective names and to prosecute such refund claims before administrative agencies and courts in Pennsylvania having jurisdiction over such claims. The Owner or its agent shall have the right to review the books and records of Contractor and all subcontractors for the purpose of documenting and substantiating any such refund claim. Contractor and all subcontractors shall cooperate fully with Owner in pursuing any such refund claim and shall make available to Owner any applicable documents.

12. DISCRIMINATION PROHIBITED: According to Section 62 Pa.C.S. § 3701, the Contractor agrees that:
   A. In the hiring of employees for the performance of work under this Contract, or any sub-contract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall, 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 employment relates.
   B. No contractor, sub-contractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of gender, race, creed or color.
   C. The Contract may be canceled or terminated by the Owner, and all money due or to become due under the Contract may be forfeited, for violation of the terms or conditions of that portion of the Contract.

13. HUMAN RELATIONS ACT: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. § 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended which are hereby made part of this specification. Your attention is directed to the language of the Commonwealth’s non-discrimination clause in 16 PA. Code 49.101.

14. COMPETENT WORKMEN: According to Section 752 of the Pennsylvania
Public School Code of 1949, as amended, no person shall be employed to do any work under this Contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent and first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours’ work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

15. **STANDARD OF QUALITY**: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit Bidder, the Bid or the evaluation of the Bid to any one material or product specified, but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words “or alternatives of the quality necessary to meet the specifications”. A Bid containing an alternative which does not meet the specifications may be declared non-responsive. A Bid containing an alternative may be accepted, but if an award is made to that Bidder, the Bidder will be required to replace any alternatives which do not meet the specifications. (Refer to Article 4 of the Instructions to Bidder)

16. **PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.**
   A. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the Contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the Contract or any subcontracts thereunder.
   B. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines “steel products” to include machinery and equipment. The act also provides clarifications and penalties.

17. **NO CASH ALLOWANCES**: Cash allowances are not to be included in the bid specifications.

18. **RIGHT TO KNOW ACT**: Contractor shall comply with all terms and conditions of the Worker and Community Right to Know Act, Act No. 159 of 1984, 35 P.S. § 7301 et seq., and its implementing regulations.

19. **IDENTIFICATION**
   The Owner reserves the right to require all construction employees to be visually identified by the use of badges. In the event this security measure is implemented, the Owner will issue badges to all authorized employees in conjunction with the prime Contractors and record their issuance with names,
addresses, etc. Termination of employment of the construction employees will require the respective badges to be returned to the Owner for record keeping purposes. All employees must wear the badge on the job site. Employees without badges will not be permitted on the premises.

20. **ACT 34 CRIMINAL BACKGROUND CHECKS**
Pursuant to § 1-111 of the Pennsylvania Public School Code of 1949, prior to commencing work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on Owner’s site, pursuant to work contemplated in the Contract, a report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police central repository contains no such information relating to that person. Such criminal history record information shall be no more than one (1) year old at the time of employment. Contractor shall produce the original documents for each prospective employee or independent contractor of such Contractor prior to employment. In addition, Contractor shall submit a report of federal criminal history record information pursuant to the Federal Bureau of Investigation appropriation of Title 2 of Public Law 92-544 and 24 P.S. § 1-111, as amended. The federal criminal history record shall be no more than one (1) year old at the time of employment. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing Owner with the above-referenced state and federal criminal history records for said prospective employee or independent contractor. Contractor shall comply with any amendments to the criminal history records law and regulations during the course of the Contract, at Contractor's sole cost and expense and Contractor shall not be entitled to any increase in the Contract Sum in connection with said compliance.

21. **CHILD PROTECTIVE SERVICES BACKGROUND CHECKS**
Prior to commencing the work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the Owner’s site, pursuant to any work contemplated in the Contract, an official clearance statement obtained from the Pennsylvania Department of Public Welfare, pursuant to Act 151 of December 16, 1994 (P.L. 1292), Subchapter C.2. of the Child Protective Services Act. The official clearance statement shall not be more then one (1) year old at the time of employment. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing Owner with the above-referenced clearance statement for prospective employees or independent contractors. Contractor shall comply with any amendments to the Child Protective Services Act during the course of the Contract, at Contractor's sole cost and expense and Contractor shall not be entitled to any increase in the Contract Sum in connection with said compliance.

22. **EMPLOYMENT VERIFICATION**
The Commonwealth of Pennsylvania “Public Works Employment Verification
Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637), requires contractors and subcontractors performing work for this Project to complete a form entitled “Public Works Employment Verification Form” (the Verification Form) from the Pennsylvania Department of General Services to certify compliance with federal employment eligibility rules, including verification through the U.S. Department of Homeland Security’s E-Verify Program, in order to confirm that employees are authorized to work in the United States. The Verification Form must be submitted by the Bidder at the time of submission of the Bid Form. As subcontractors are added to the Project, they must submit a Verification Form prior to commencing work on the Project. Subcontractors must submit the Verification Form to the Owner. Prime Contractors are required to notify all subcontractors in the contracts of the applicability of the “Public Works Employment Verification Act”, with information regarding the use of the E-Verify Program, referencing the website http://www.dgs.state.pa.us where they can obtain a copy of the Verification Form.

23. **BLASTING**
All storage, handling and use of explosives for the purpose of excavation shall be performed by the Contractor in strict accordance with Title 25, Chapter 211, of the Pennsylvania Code, as well as any applicable local regulations. Strict control of blasting must be maintained to prevent fly rock, and blasting mats must be used where conditions dictate their use. When blasting within 25 feet of utility lines, such blasting must be performed according to Section 211.52 of Title 25 of the Pennsylvania Code.

24. **SITE EXCAVATION**
Contractor agrees that, not less than three (3) working days prior to beginning excavation or demolition work as defined in Act 172 of December 12, 1986 of the Commonwealth of Pennsylvania, amending Act 287 of December 10, 1974, he shall request the information required by Section 5 of the Act and shall inform each operator employed at the site of the Work of the information received with respect to location of underground installations. Contractor shall agree to report immediately to the user of the underground installations and to the Owner and Architect, any break in its lines, or dent, gouge, groove or other damage to such lines, their coating or cathodic protection, made or discovered in the course of the excavation or demolition work. Contractor shall comply with all other provisions of the Act, as amended.

25. **WAIVER OF CONSEQUENTIAL DAMAGES**
Contractor waives claims against Owner for consequential damages arising out of or relating to this Contract, including, but not limited to, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
26. **THE USE OF COLLEGE FACILITIES**
   A. Contractor, subcontractors and their agents and employees, shall not be permitted in College facilities except in areas then currently being renovated, absent receiving prior approval from Owner or Owner’s Representative. Contractor will comply with all College regulations and policies while on College property, as well as any special regulations adopted by the Owner relating to this Project. Contractor, subcontractors and their agents and employees shall not socialize with students or faculty.
   B. Inappropriate language, dress or conduct will not be tolerated on the construction site. Violations of the above shall be grounds for dismissal.
   C. The entire construction site is “smoke-free.” Smoking will be permitted only in areas designated by the Owner.

27. **ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND STANDARDS**
Contract shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

END OF DOCUMENT