

DRAFT AIA® Document A105™ - 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «» day of «» in the year «»

(In words, indicate day, month and year.)

DEFINITIONS: Owner: School District of Philadelphia (SDP)

Owner's Representative: Philadelphia Energy Authority (PEA)

BETWEEN the Owner's Representative:

(Name, legal status, address and other information)

«Philadelphia Energy Authority» «»

«City Hall»

«1400 JFK Blvd., Room 566»

«Philadelphia, PA 19107»

and the Contractor:

(Name, legal status, address and other information)

«» «»

«»

«»

«»

for the following Project:

(Name, location and detailed description)

«Solar lab at Frankford High School»

«property of School District of Philadelphia»

«located at 5000 Oxford Ave. Phila, PA 19124»

The Design Professionals:

(Name, legal status, address and other information)

«ARCHITECT: Re:Vision Architecture, 133 Grape Street, Phila PA 19127» «»

ENGINEERS: Practical Energy Solutions and Spotts, Stevens and McCoy, 101 East Evans Street Westchester PA 19380

«»

«»

PEA and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1** this Agreement signed by PEA and Contractor;
- .2** the drawings and specifications prepared by the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER], dated «», and enumerated as follows:

Drawings:

| Number | Title | Date |
|--------------------------|----------------------|----------------------|
| « <input type="text"/> » | <input type="text"/> | <input type="text"/> |

Specifications:

| Section | Title | Pages |
|--------------------------|----------------------|----------------------|
| « <input type="text"/> » | <input type="text"/> | <input type="text"/> |

- .3** addenda prepared by the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER], as follows:

| Number | Date | Pages |
|--------|------|-------|
| << >> | | |

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

<< >>

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

<< >>

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[<< >>] Not later than << >> (<< >>) calendar days from the date of commencement.

[<< >>] By the following date: << >>

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

<< >> (\$ << >>)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

| Portion of the Work | Value |
|---------------------|-------|
| << >> | |

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

<< >>

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

| Item | Price |
|-------|-------|
| << >> | |

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|-------|-----------------------|-------------------------|
| << >> | | |

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER], PEA shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

<< >>

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

<< >> % << >>

ARTICLE 5 INSURANCE

The Contractor shall maintain insurance coverage per SDP’s Article GC-11 attached as Attachment I.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect’s and Engineer’s Drawings, Specifications and Other Documents

Documents prepared by the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] are instruments of the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] service for use solely with respect to this Project. The [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER].

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

<< >>

ARTICLE 7 (PEA)

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, PEA shall attempt to furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, PEA shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, PEA shall furnish to the Contractor reasonable evidence that PEA has made financial arrangements to fulfill PEA's obligations under the Contract. The Contractor shall have no obligation to commence the Work until PEA provides such evidence.

§ 7.2 (PEA)'s Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, PEA may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 (PEA)'s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from PEA to commence and continue correction of such default or neglect with diligence and promptness, PEA may, without prejudice to other remedies, correct such deficiencies. In such case, [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the PEA for the cost of correction, provided the actions of the PEA and amounts charged to the Contractor were approved by [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER].

§ 7.4 Owner's and PEA's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner and PEA reserve the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The HVAC Contractor will be the lead prime for purposes of scheduling and coordination. The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by PEA.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER]. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER].

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for PEA's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to PEA the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or PEA have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to PEA that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. It is anticipated that the City of Philadelphia will accept SDP's permit waiver and no fee will be payable by the Contractor. Should that not be the case, Contractor is allowed to bill PEA for the fees.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify PEA in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to PEA shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, PEA, [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER], and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a 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 in part by a party indemnified hereunder.

ARTICLE 9 CONTRACT ADMINISTRATION

§ 9.1 PEA will provide administration of the Contract as described in the Contract Documents.

§ 9.2 PEA and/or the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 PEA will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. PEA will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER]'s observations and evaluations of the Contractor's Applications for Payment, the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] will review and certify the amounts due the Contractor.

§ 9.5 The [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either PEA or Contractor, the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] will endeavor to secure faithful performance by both PEA and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER]'s duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of PEA and Contractor. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 PEA, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If PEA and Contractor cannot agree to a change in the Contract Sum, PEA shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 PEA may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by PEA to the Contractor for performance of the Work under the Contract Documents. Due to the short timeframe of this project, there will only be one payment which will take place after Work is completed and the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] has certified payment.

§ 12.2 Final Completion and Final Payment

§ 12.2.1 Inspections Upon final electrical inspection of 3rd party inspection agency hired by Contractor, Contractor will inform L&I of Work completion. Upon submission to PEA of the Certificate of Inspection and approval of the completed work by the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER], final payment request will be forwarded by Contractor to PEA.

§ 12.2.2 Final payment shall not become due until the Contractor submits to PEA releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, PEA may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER] requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 PEA shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. PEA shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to PEA, terminate the Contract and recover from PEA payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by PEA for Cause

§ 16.2.1 PEA may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, PEA, after consultation with the [ARCHITECT, MECHANICAL OR ELECTRICAL ENGINEER], may without prejudice to any other rights or remedies of PEA and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When PEA terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to PEA. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

PEA may, at any time, terminate the Contract for PEA's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 Dispute Resolution

(a) If a dispute or matter in controversy arises between PEA and the Contractor under this Agreement, the aggrieved party shall notify the other party in writing of the dispute within 10 days after the dispute arises. If the parties fail to resolve the dispute within 10 days after delivery of such notice, either party may submit such disputes to binding arbitration. The arbitration shall be conducted pursuant to the rules, but not under the auspices of, the American Arbitration Association ("AAA") Construction Rules of Arbitration to the extent consistent with the following:

(i) The parties shall, within 30 days of the submission of a dispute to arbitration, agree upon a sole arbitrator, experienced and knowledgeable in the subject matter, who has not been previously employed by either party and does not have a direct or indirect interest in either party or the subject matter of the arbitration. If the parties cannot agree upon the arbitrator within such 30-day period, either party may apply to the AAA for appointment of the arbitrator.

(ii) The arbitrator will have no power to modify any of the provisions of this Agreement or to award punitive

damages, and the arbitrator's jurisdiction is limited accordingly. The arbitration will be conducted according to the following: (A) no later than seven days prior to the hearing date set by the arbitrator, each party shall submit a brief with a single proposal for settlement; (B) the hearing will be conducted on a confidential basis without continuance; (C) evidence concerning the financial position or organizational make-up of the parties, any offer made or the details of any negotiation prior to arbitration and the cost of the parties or their representatives and counsel will not be admissible; and (D) the arbitrator will be limited to selecting only one of the two proposals submitted by the parties. The decision of the arbitrator must be rendered within 90 days after the date of the selection of the arbitrator or within such period as the parties may otherwise agree. The decision of the arbitrator will be final. Judgment on the decision may be entered in any court of competent jurisdiction. The expenses, fees and costs of the arbitrator shall be borne equally by the parties.

(iii) Any meeting or arbitration called for will be held at the Site, or such other place as the parties may agree.

(b) Notwithstanding anything to the contrary in this Agreement, neither party shall be required to await the resolution of dispute proceedings regarding the reasons for terminating this Agreement before exercising such party's termination rights. The provisions of paragraph (c) below will be applicable to any disputes regarding liabilities in connection with such termination.

(c) Pending final resolution of any dispute (except a dispute regarding the cause for terminating this Agreement):

(i) the parties shall continue to fulfill their obligations under the Agreement; and

(ii) if such dispute concerns the payment of money, the amount in controversy will not be paid or set-off unless and until the dispute is resolved in favor of the party claiming entitlement to the disputed payment or right of set-off.

§ 17.2 OSHA Job Site Requirements

Contractor must adhere to all applicable requirements and standards for safety set forth by OSHA and post all required notifications on job site board.

§ 17.3 Special School District of Philadelphia Requirements

Contractor must adhere to requirements and standards set forth in Attachment II, Special School District of Philadelphia requirements including:

(i) COVID-19 Job Site Precautions

(ii) Indoor Air Quality Procedures

(iii) Project Cleanliness

« »

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

« »

OWNER (Signature)

« »« »

(Printed name and title)

« »

CONTRACTOR (Signature)

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

ALL ATTACHMENTS ARE SEPARATE LINKS ON PHILAENERGY.ORG AND ARE NOT INCLUDED HEREIN

ATTACHMENT I - School District of Philadelphia Insurance Requirements

ATTACHMENT II - Special School District of Philadelphia Requirements

- (i) COVID-19 Job Site Precautions
- (ii) Indoor Air Quality Procedures
- (iii) Project Cleanliness

