Exhibit B

Saint Joseph’s University

GENERAL TERMS AND CONDITIONS

The right is hereby reserved by Saint Joseph’s University (the “University”), in its sole discretion, to accept or reject any and all proposals for services (a "Proposal" or "Proposals") or to waive any informality in Proposals. In case of error in the extension of prices in a Proposal, unit prices will govern. All bids are to be delivered to the department and person’s attention identified within the Request for Proposal posted by the University on or before the date identified in the accompanying letter.

1. Laws

The contractor shall comply with all applicable laws, ordinances, codes, rules and regulations governing the conduct of its work, including without limitation, those of the federal government of the United States and its regulatory agencies, the Commonwealth of Pennsylvania, and any and all local agencies having jurisdiction over the work and/or the site of such work. This shall include, but not be limited to, the applicable laws/regulations governing the minimum wage, labor relations and equal employment opportunity.

2. Indemnification

The contractor shall be and remain responsible for, and hereby indemnifies and agrees to hold harmless the University for any and all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses including, without limitation, reasonable attorney’s fees and costs, which may be imposed upon, incurred, paid by or asserted against the University, that may result from any negligence, act or omission by the contractor or any of its agents, subcontractors, servants and/or employees. If any action or proceeding is brought against the University resulting from any of the aforesaid, the contractor at its sole cost and expense, shall resist and defend such action or proceeding with counsel approved by the University. The foregoing notwithstanding, the University, at its sole discretion, shall have the right to defend any such action with counsel of its choice with such costs to be borne solely by the contractor.

3. Utilities

The University will provide the contractor with or assist the contractor in obtaining all utilities reasonably necessary for performing the terms of the contract (i.e., electricity, lights, water, as applicable). In its conduct of its work, the contractor will comply with the energy conservation and waste disposal requirements initiated by the University.

4. Subcontractors

The bidder (contractor) shall not engage or use the services of subcontractors in performing the contract, unless the contractor obtains prior approval from the University. Upon request by the University, the general contractor shall post a payment and performance bond in an amount sufficient for the contract costs and shall file with the appropriate Court of Common Pleas a release of liens. In any event, the contractor shall be required to provide a certification of payment and release of liens from all subcontractors prior to receipt of each payment. The University will reserve the right to reject any and all sub-contractors. Each Subcontractor’s work and performance is the direct responsibility of its respective prime contractor.
5. **Liability**

The contractor shall assume liability for all claims, damages, costs or losses resulting from wrongful act(s) and or negligence of its subcontractors, agents, servants and/or employees while they are on the University premises. The contractor and/or its insurer shall reimburse the University for any such damages or loss within thirty (30) days after a claim is submitted.

6. **Insurance**

The contractor shall obtain and furnish to the University within fifteen (15) days after notification of contract award, certificates for the following insurance coverage:

A. Worker’s Compensation insurance covering all the contractor’s employees who engage in any work under the contract, as may be required by the laws of the Commonwealth of Pennsylvania.

B. Public liability and property damage insurance (to include the contractor's protective insurance) and shall protect the contractor and any subcontractors performing work covered by the contract for claims for:

1. Damages for personal injury including death.

2. Property damages which may arise from the operations under the contract. Whether such operations are by the contractor or by a subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be a minimum of one million dollars ($1,000,000.00) per person or incident and two million dollars ($3,000,000.00) in aggregate per type of coverage.

3. Automobile and bodily insurance and property damage liability when the service to be performed requires the use of motor vehicles.

4. Excess umbrella insurance coverage in a minimum amount of $5,000,000.

C. All insurance shall remain in effect during the duration of this contract, including extensions. The insurance and or bond shall be secured from companies licensed to do business in the Commonwealth of Pennsylvania and shall be countersigned by a licensed resident agent authorized to conduct business in Pennsylvania. All certificates of insurance shall provide that the University is an additional insured and/or loss payee, as applicable, under such policies and the insurance company will give the University fifteen (15) days written notice prior to any cancellation or change in the state of coverage of any such insurance.

D. A certificate of performance bond may be required and will be paid for by the University. Bonding Company must be licensed to conduct business in the Commonwealth of Pennsylvania.

7. **Security**

The contractor shall be responsible for keeping buildings locked while their employees are on the premises after operating hours and to exclude all unauthorized persons. The contractor shall be responsible for the security of all doors and windows. The contractor shall insure that all lights are turned off when its employees leave the affected premises and shall insure that each room is properly cleaned. The contractor
must turn in all unknown, lost or unclaimed items to the University’s Security Department. Contractor shall comply with all of the University’s Security directives.

8. Personnel Absences

The contractor shall fill all schedules and management positions contracted. A high quality and timely staff and construction schedule is to be maintained at all times and at the contractor’s expense (including any overtime charges).

9. Advertising

In submitting a proposal, the bidder agrees not to use the results as part of any commercial advertising without the prior approval of the University. Any corporate signage posted at or on the job site must receive prior written University approval.

10. Application for Payments.

This section specifies the administrative and procedural requirements governing the contractor's application for payments. All related drawings and general provisions of contract, supplementary transitions and other specifications shall apply to this section.

The contractor's construction schedule and submittal schedule should be in place prior to any application for payment and should be included in each application.

Such schedule should contain the following:

1. Schedule of values. Coordinate preparation of the schedule of values with the preparation of the contractor's construction schedule.

2. Submit the schedule of values to the owner at the earliest feasible date but no later than seven days before an application for payment.

3. Sub-schedules. Where the work is separated into phases that require separate phase payments provides sub-schedules showing the values collated with each phase of payment.

4. Identification. Include project identification on the schedule of values, contractor's name and the date of submittal. Use AIA document G702 and an AIA document G703 for payment applications.

A. When applying for any payment, the contractor shall include the following:

1. Submit two executed copies of each application for payment to the University. Each such copy shall include waiver of liens and all such other attachments that are required.

2. Waiver of mechanic liens. With each application for payment submit a waiver of mechanic liens from subcontractors or sub-subcontractors and suppliers for the construction period covered by previous applications.

   a. When an application shows completion of an item, submit the final or the full waivers.
b. The owner reserves the right to designate which party involved in the work must submit waivers.

3. All payment applications shall match schedule of values.

4. Application preparation. Complete every entry on the form including notarization and executed by person authorized to sign legal documents on behalf of the contractor. Incomplete applications will be returned without action.

5. Change orders and construction change directives issued prior to the last day of construction covered by this application are to be included.

6. RATES OF WAGES

When indicated herein the Contractor and any subcontractor shall fully comply with the applicable wage rate requirements (including recordkeeping, reporting, and notification) of the United States Department of Labor and/or the Commonwealth of Pennsylvania Department of Labor.

The Following (Checked) Wage Rates will apply to this Project:

☐ U.S. DEPARTMENT OF LABOR (Additional information and forms can be found at http://www.dol.gov/compliance/guide/dbra.htm and http://www.dol.gov/whd/forms/wh347.pdf)

☐ PENNSYLVANIA DEPARTMENT OF LABOR

http://www.portal.state.pa.us/portal/server.pt/community/prevailing_wage/10519/forms/598644#

☐ NONE

B. Initial application for payment.

The following administrative actions and submittals must proceed or coincide with submittals of the first application for payment including the following: list of subcontractors, list of principle suppliers and fabricators, schedule of values, contractor construction schedule, schedule of principle product, schedule of unit prices, submittal schedule, copies of building permits, copies of authorizations and licenses from governing authorities for performance of work, certificate of insurance and insurance policies.

C. Applications for payments after substantial completion.

1. The following issuance of certificate of substantial completion submit an application for payment. This application shall reflect any certificate of partial substantial completion issued previously for designated portions of work.

2. Administrative actions and submittals that shall proceed or coincide with this application include warranties, guarantees, maintenance agreements, maintenance instructions, final cleaning, and application for reduction of retainage and consent of
assurity, list of incomplete work recognized as exceptions to the certificate of substantial completion.

D. Final payment applications.

Administrative actions and submittals which must proceed or coincide with submittals with the final payment application include the following: completion of project closeout requirements, completion of items specified for completion after substantial completion, assurance that unsettled claims will be settled, assurance that work not completed and acceptance will be completed without undo delay, transmittal of required project construction records to the owner, removal of temporary facilities and services, removal of surplus material, debris and similar elements.

11. Payment and Terms

Bidders are urged to notate percentage discounts under all proposed prices using net thirty (30) days as an acceptable pay period. Bidders submitting percentage discounts may receive preference.

12. Awards

All qualified proposals will be evaluated and acceptance made of the proposal judged by the University to constitute the best value offered for the proposed contract. Evaluation will be based on the contractor’s qualifications, experience, financial standings, labor supplied, management supervisory experience, and price.

13. Examination of Documents and Site of Work

Before submitting a bid, each bidder shall read the specifications and shall visit the site of the work. Each bidder shall fully inform itself prior to bidding as to existing conditions and limitations under which the work is to be performed. No allowances will be made to a bidder because of lack of such examinations or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examinations that the bidder is willing to conduct the work set forth therein at the price noted.

14. Proof of Competency of Bidder

A bidder may be required to furnish evidence satisfactory to the University that the company has sufficient means and experience to assure completion of all work in a satisfactory manner.

15. Withdrawal of Bids

A bidder may withdraw its bid, by written request, at any time prior to the scheduled time for opening bids.

16. Interpretation of Contract Prior to Bidding

Interpretation or corrections of proposed contract will be made only by addendum and will be mailed or delivered to each contract bidder of record. The University will not be responsible for any other explanations or interpretations of the proposed contract documents.

17. OSHA Hazard Communication

The University is committed to ensuring a healthy, working environment, both in everyday campus operations and in all phases of maintenance and construction. To that end, contractors employed by the University are required to conform to OSHA standards for safety in the work place.
OSHA’s standard for Hazard Communication of “Right to Know” standard required that the hazards of all chemicals produced or imported are evaluated and that information concerning their hazards is transmitted to employers and employees. The stipulations of the standard fall into three areas -- container labeling, employee training and information of the job site.

Contractor’s prior to the start of work will meet with the University project manager and review the University’s Hazard Communication Program and make the employee knowledgeable of known hazards that they may come in contact with. MSDS/SDS sheets are available on-line and copies will be made available to contractors and employees so that precautions can be taken. A review of the working area will be made, so that in case of foreseeable emergencies the employee will be familiar with procedures, eye wash and emergency shower stations.

A. Container Labeling

Contractors must make sure that containers of substances arriving on the job site have appropriate hazard warnings. The contractor is obligated to make the label but rather to ensure that the supplier or manufacturer has provided a label. Please keep in mind that OSHA interprets an "appropriate hazard warning" to be one that lists any known "target organ effects". In OSHA’s view, it is not enough to indicate that a particular chemical may lead to cancer. The label must indicate that a particular chemical may lead to lung cancer or liver cancer, etc.

B. Employee Training

Contractors are required to train each employee in the dangers of hazardous substances on the job site as well as in the how the company's "Right to Know" Program works. Training can be written, verbal, audio/visual or a combination of all three. In any event, training should be ongoing.

C. Written Information on the Job Site

The information required by this standard to be kept on the job site can be voluminous. Therefore, the contractor is asked to keep this information in its trailer, shanty or superintendent's truck a large three-ring binder in which to store (a) Material Safety Data Sheets, (b) letters to suppliers, (c) a chemical inventory and (d) your written hazard communication program.

1. (Material) Safety Data Sheets (MSDS/SDS)

Contractors are obligated to obtain an up-to-date MSDS/SDS for all hazardous chemicals on the job site. "Chemicals" under OSHA is very broadly defined and includes such items as cement and wood dust. The contractor is obligated to draft the MSDS/SDS, but rather to obtain this technical sheet from the supplier or manufacturer. Please note that your employees have a right to read an MSDS/SDS during their work shift. All the more reason to make sure that written information is kept at the job site. Furthermore, on multi-employer work sites, contractors are obligated to share MSDS/SDSs' with one another. Consequently, a job site-wide "Master Binders" might be useful.

2. Letters to Suppliers

Contractors will be required to store request letters to suppliers who have not provided an MSDS/SDS.

3. Chemical Inventory

Your collection of MSDS/SDSs' (as well as letters to suppliers where an MSDS/SDS is missing) will enable you to compile a list of chemicals on the job site. This list is required to be compiled and can easily be kept in the binder.

4. Written Hazard Communication Program

Each contractor must have a written "Right to Know" program.

18. Liquidated Damages
Specified completion dates are not arbitrary and are developed to accommodate the University’s programs, avoid needless cost and respect the University’s basic operational needs and expectations. Non-compliance with specified and contracted completion dates will result in the assessment of $__________ per day.

19. Sexual Misconduct and Harassment Policies

The Contractor shall maintain good public relations with University students, faculty and staff at all times. Sexual Misconduct is expressly prohibited. Harassment which is a form of discrimination, is unwelcome verbal or physical conduct, directed at an individual based upon sex/gender, race, age, color, religion origin, national origin, ethnic origin, sexual orientation, disability or veteran status, which disrupts or interferes with another’s academic or work performance, or which creates an intimidating, offensive or hostile environment.

It has been and remains the policy of the University to prohibit harassment on the above-mentioned basis. All forms of harassment are equally egregious and will be dealt with in accordance with procedures set forth in the University’s policies (attached hereto and incorporated herein). Harassment derogates another’s dignity and privacy; if harassment is conducted by a contractor, subcontractor or any affiliate, agent, employee or servant thereof, it may result in the offender’s discipline or removal from the University.

20. Affirmative Action

The successful contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and the equal treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

21. Minority and Small Business Policy

The University is dedicated to giving small business concerns, small disadvantaged business concerns, and women owned business concerns full access and fair and equitable opportunity to participate in the University’s procurement activities.

Accordingly, the successful contractor will, if subcontracting any portion of the work to be performed under the awarded bid, give small business concerns, small business concerns owned and controlled by socially and economically disadvantaged, and women owned small businesses full access and opportunity to compete for subcontracting work under said bid.

22. Commitment to Sustainability

The University is committed to a sustainable environment and to be good stewards of the environment and is our goal to develop partnerships with companies who are able to support this commitment.

Green purchasing minimizes negative environment effects through the use of environmentally responsible products. Green purchasing refers to the procurement of products and services that have a lesser or reduced effect on human health and the environment when compared with competitive products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the products or service.

Bidders must be able to substantiate all environmental claims on proposed product and service offerings.

23. Miscellaneous Provisions:

A. The Contractor covenants and agrees that no mechanics’ or materialman’s liens will be filed by it against all or any part of the Project, including the land underlying the same, for and or
on account of any Work done, services rendered or materials or equipment furnished under
and/or in connection with this Contract and/or the Project, and Contractor expressly waives
and relinquishes any right that it may otherwise have to file the same.

B. If any claim of lien or stop notice or any other demand for payment or security therefor,
including claims and demands upon payment and performance bond required in connection
with the Project and/or under this Contract, is made or filed with Owner by any person or
entity claiming that Contractor, any Subcontractor, material supplier or any other person or
entity claiming under any of them, has failed to perform its contractual obligations or to
make any payment due on account of Work, labor, services, trust fund contributions,
materials, equipment, taxes or any other items furnished or obligation incurred for, or in
connection with the Work, or at any time there shall be evidence of such non-performance or
non-payment of any claim, lien, stop notice or other demand for which, if established, Owner
or the Project may become liable or liened, then Contractor, at its sole expense, shall
immediately upon learning of the same furnish and record any appropriate statutory release
bond which will extinguish or expunge the claim of lien or stop notice, or other demand, as
the case may be. If Contractor fails to promptly take the foregoing action, then Owner shall
have the right to retain from any payment then or thereafter due to Contractor under this
Contract an amount sufficient to (i) satisfy, discharge or defend against any such claim of
lien, stop notice or other demand, (ii) to make good any such non-payment, non-
performance, damage, failure or default, and (iii) to compensate the Owner for and
indemnify the Owner against any and all loss, liability, damages cost, expense, action and/or
causes of action that Owner has or reasonably may sustain on account of any such non-
payment, non-performance, damage, failure or default, including, without limitation, Owner’s reasonable attorneys’ fees and costs. This Section 8.6.2 shall survive the expiration
or any sooner termination of this Contract.

C. The Contractor shall not permit drug or substance abuse by any of its employees or any
employees of its Subcontractors or suppliers and it shall fully and promptly comply, at its
own expense with all rules, regulations, and programs initiated by Contractor with respect to
this subject matter provided such rules, regulations and programs satisfy industry standards
with respect to this subject matter and Contractor promptly submits its substance abuse
program to Owner for Owner’s approval.

D. Notwithstanding any of the other provisions of this Contract, Contractor agrees that if
Owner sells or otherwise assigns (including ground leases) its interest in the Property or
Project Site to a bona fide third party purchaser with equal or greater net worth than Owner
reasonably acceptable to Contractor and Owner assigns this Contract to such purchaser or
assignee, Contractor will accept the purchaser or assignee as Owner under the Contract and
will release the original Owner from any and all liability to Contractor under this Agreement
and the other Contract Documents.

E. **Compliance with Labor Laws and Behavior of Workpersons.**

Contractor shall be responsible for removing from the Project Site any workmen whose
behavior is disruptive to neighboring residents, the University and its students, faculty, staff
or guests, or to the orderly progress of the Work. No alcoholic beverages of any kind are to
be consumed on the Site. No radios or sound producing devices shall be used in a manner
which annoys or disturbs neighboring residents or others performing work or otherwise in a
manner which violates any applicable law rule, regulation or ordinance. Any workpersons
found to have violated said regulation shall be immediately removed by Contractor.

F. **Payment of Sales Tax.**
The contractor shall bear the sole responsibility for payment of any applicable sales tax assessed upon raw, unfinished or finished materials, equipment or such other items purchased pursuant to its contractual obligations and/or related to the Project.

G. **Jury Waiver.**

The parties to this Agreement and the other Contract Documents hereto do hereby knowingly, voluntarily, intentionally, unconditionally and irrevocably waive any right any party may have to a jury trial in every jurisdiction in any action proceeding or counterclaim brought by either of the parties hereto against the other or their respective successors or assigns in respect of any matter arising out of or in connection with this Agreement and the other Contract Documents.

H. **Survival of Terms.**

All indemnities, representations, warranties and waivers made by Contractor in favor of Owner its agents, employees, successors or assigns and all indemnities, representations warranties and waivers made by Owner in favor of Contractor, shall survive completion of the Work by contractor, the making of the Final Payment and any cancellation or termination of the Contract (unless otherwise set forth herein or in the contract Documents). Nothing herein shall impair or affect the right of Owner to pursue and enforce against any Subcontractor under the Contract Documents or otherwise available to contractor in any Subcontract between such Subcontract or and Contractor.

I. **Prohibition against Recording.**

Unless Owner otherwise requires this Agreement and none of the other contract Documents (excepting therefrom any such stipulation or release of liens requiring recordation) shall be recorded by either the Owner or the Contractor in any public records.

J. **Architect/Owner.**

Notwithstanding anything herein, wherever reference is made to Architect in the Contract Documents, it will be deemed, at the Owner's discretion, to mean the Owner.

K. **Equal employment opportunity and affirmative action.**

MBE/WBE/DBE Participation. The Contractor shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs. The Contractor will use its best efforts to meet its goals of 25% minority-owned business enterprise participation for all contracted items, exclusive of certain trades, for which there are no minority –owned suppliers serving the Philadelphia area. The Contractor will also use its best efforts to meet its goal of utilizing 25% minority tradespeople in the workforce providing labor for the Project.

L. **Background Checks**

All Contractors and Subcontractors must perform background checks required pursuant to Act 114 of 2006 (Act 114) as if the Contractors and Subcontractor will have direct contact with students/children. Additional information regarding the requirements of Act 114 can be found on the Pennsylvania Department of Education Website at: 

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http://www.portal.state.pa.us/portal/server.pt/community/background_checks_(act_114)/7493. The Contractor will be expected to provide documentation to Saint Joseph’s as required by Act 114 and as required by Saint Joseph’s to demonstrate background checks have been performed as required and a “fitness determination” is conducted for all Contractor and Subcontractor employees.

M. Transportation

Contractors will only be reimbursed for mileage in excess of the normal commute to and from the University. Contractors will not be reimbursed for gasoline purchases. The reimbursement rate is the rate authorized by the Internal Revenue Service for federal income tax purposes. This rate is reflected on the Web Page and will be updated as changes occur by the IRS. The University will not reimburse for rental vehicles.

N. CAMPUS ACCESS

All Contractors and Subcontractors will follow the University Campus Access Identification Policy for Building Access.