



General Contractor Services Agreement

This General Contractor Services Agreement (the **Agreement**) is entered into by and between Philadelphia Green Capital Corp. (**PGCC**), a Pennsylvania nonprofit corporation and [Name of Contractor] (**Contractor**), a [state] [Type of entity], as of _____, 20__.

Background

A. PGCC is a Pennsylvania nonprofit corporation that is qualified as a 501(c)(3) charitable organization to make and facilitate program-related investments for environmental action, lessening the burdens of government and promoting social welfare purposes. As a green bank, PGCC's mission is to connect projects to capital in Southeast Pennsylvania to drive a robust, equitable, clean energy market sector in the region.

B. The Philadelphia Energy Authority (**PEA**) is a Pennsylvania municipal authority and an affiliate of PGCC.

C. Contractor is engaged in the business of residential construction and is experienced in completing and coordinating repairs and rehabilitation associated with habitability, health, accessibility, and energy efficiency in single-family residential properties.

D. PEA has worked with a group of organizations serving Philadelphia to establish the Built to Last (**BTL**) Program (the **Program**) to provide coordinated home repairs and services to low-income households aimed at improving the quality, energy performance, and/or health of the home. The group of collaborating organizations includes PGCC, the Energy Coordinating Agency, CMC Energy Services, Pennsylvania Horticultural Society, Philadelphia Corporation for Aging, Philadelphia Department of Public Health, Philadelphia Gas Works, Philadelphia Housing Development Corporation, Habitat for Humanity Philadelphia, Rebuilding Together Philadelphia and other organizations that may enter into agreements with PEA with respect to the Program (the **BTL Team Members**, and each a **BTL Team Member**). Each of the BTL Team Members currently funds, delivers, and/or facilitates delivery of building services to low-income single family residential properties.

E. The Program allows the BTL Team Members to provide unified and coordinated outreach, streamlined client intake, holistic home and eligibility evaluation, project management, construction of home retrofits, and financial assistance to permit low-income homeowners to reduce their energy bills and stabilize their homes to support continued home ownership. The goal of the Program is to integrate these services and make homes safe, healthy and affordable places to live.

F. PEA refers potentially eligible households to an intake retrofit manager who screens them for their interest in and eligibility to participate in the Program and in individual BTL Team Member services, and collects all required enrollment information and documentation from an eligible applicant who elects to participate in the Program.

G. PEA assigns each enrolled applicant (a **Participant**) to a project development retrofit manager to conduct a home assessment, develop a preliminary scope of work for the Participant's home, and suggest appropriate roles for various BTL Team Members. PEA coordinates with BTL Team Members to allocate to them and schedule appropriate portions of the preliminary scope of work, and assigns the balance of construction work to a retrofit manager (the **Construction Manager**).

H. The Construction Manager (1) assigns the balance of construction work to a general contractor such as Contractor, (2) develops a final detailed itemization and costing of the construction work assigned to the general contractor, using a PEA-approved pricing methodology (the **Project Scope**) in consultation, as needed, with the general contractor, (3) obtains final sign-off on the Project Scope, (4) oversees the general contractor in constructing the Project Scope; and (5) conducts the inspection(s) of the completed Project Scope. In the event that Contractor is also the Construction Manager for a Project, inspections will be completed by a third party identified by PGCC. Contractor will conduct its work on the Project Scope in collaboration with the Construction Manager where necessary, as described in this Agreement.

I. PGCC has selected Contractor pursuant to a Request for Qualifications dated August 24, 2026, and Contractor has agreed to serve as a general contractor for the BTL Program and to undertake the obligations set forth below for the Program, subject to and upon the terms and conditions of this Agreement.

Agreements

In consideration of the Background and the mutual promises made herein, the Parties, intending to be legally bound, agree as follows:

1. Definitions

Capitalized terms used in this Agreement have the meanings set forth below unless the context clearly indicates otherwise.

Agreement is defined in the preamble.

BTL Implementers means PEA, PGCC, BTL Team Members, retrofit managers, general contractors, and their respective subcontractors of any tier, coventurers and agents engaged in implementing the Program.

BTL Manual is defined in Section 5.c.

Change is defined in Section 3(h).

Change Order is defined in Section 3(g).

Confidential Information is defined in Section 9.

Construction Manager is defined in Paragraph G of the Background.

Contractor is defined in the preamble.

CRM is defined in Section 9.a.

Exhibit means an Exhibit to this Agreement.

Force Majeure Event is defined in Section 13.a.

Good Industry Practice means those practices, methods and acts that at any particular time, in the exercise of reasonable judgment, and consistent with current residential construction industry practices, would have been expected to accomplish the desired result in the manner consistent with applicable Law, applicable Codes, and standards of reliability, safety, efficiency and environmental protection in effect at such time, including the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced residential construction contractor engaged in the same type of undertaking under the same or similar circumstances.

Initial Term is defined in Section 2.

Participant is defined in Paragraph G of the Background.

Party means either PGCC or Contractor.

PEA is defined in Paragraph B of the Background.

PGCC is defined in the preamble.

Program is defined in Paragraph D of the Background.

Program Participant Agreement means the agreement between Contractor and each Participant regarding installation of their Project Scope in the form attached as Exhibit B.

Project means all materials, equipment and Services required to complete a Project Scope at a Participant's residence.

Project Scope is defined in Paragraph H of the Background.

Renewal Term is defined in Section 2.

RTKL is defined in Section 9.a.

Services are defined in Section 3.

Standard of Care is defined in Section 10.b.

Subcontractor means anyone providing services to Contractor in connection with this Agreement, including supplier(s) providing goods or material.

Term is defined in Section 2.

Winding Down Period is defined in Section 15.a. ii.

2. Term of Agreement

This Agreement is effective as of the date in the preamble and will continue through December 31, 2029 (the **Initial Term**). This Agreement shall automatically renew for another one-year term on each anniversary of the Initial Term (each, a **Renewal Term**), up to two times, with the final renewal terminating December 31, 2031 (if all renewal options are exercised) (together with Initial Term, the **Term**). Notwithstanding this Section, this Agreement may terminate earlier, in accordance with its terms.

3. Contractor Obligations

The Contractor will provide in a good and workmanlike manner overall coordination, management, and responsibility for purchasing or providing all labor, materials, equipment, software, tools, construction equipment and machinery, transportation and other facilities and services necessary for design, and installation of each Project Scope (collectively referred to as the **Services**). The Services include the performance of each of the Contractor's other obligations under this Agreement. Except as specifically set forth in a Participant's Project Scope or the BTL Manual, Contractor will determine the methods, details, and means of performing the Services.

a. *Project Assignment.* Construction Manager will assign Projects to Contractor based on Contractor's availability and capacity and the fit of the Project to the Contractor's stated preferences. Contractors have the choice to accept or reject any Projects assigned to them.

b. *Cost Reasonableness.* All work approved for payment under the Program must be competitively priced and based on local cost of materials, goods, services, and labor. Each Construction Manager is tasked with using pre-approved unit-pricing and cost-control procedures to develop uniform, cost-reasonable work scopes.

c. *Contractor Review.*

- i. Contractor will review Project assignments with the Construction Manager.
- ii. Contractor may accept the Project as presented by the Construction Manager or provide alternative itemized pricing and value engineering. Construction Manager will review Contractor submission and determine if Contractor's proposed revisions are cost-reasonable and within project budget.
- iii. After Contractor accepts the Project, Construction Manager will finalize the Scope of Work and budget including any approved revisions. If Contractor declines the Project, Construction Manager shall reassign the Project to another contractor.

d. *Program Participant Agreement.* Contractor will enter into an agreement with each Participant prior to commencing work on a Project in a form approved by PGCC.

The Program Participant Agreement will be substantially in the same form as Exhibit B including basic information about the BTL Program, a description of the Project Scope for the Participant, and explanations of warranty terms, dispute resolution procedures, and homeowner obligations.

e. *Notice to Proceed.* Assigning Construction Manager will issue Contractor a written and signed Notice to Proceed. The GC will acknowledge and sign the Notice to Proceed upon receipt from the Construction Manager. Contractor may only begin to secure all relevant work permits and start construction once the Notice to Proceed is issued for the Project.

f. *Project Schedule.* PGCC reserves the right to reassign a Project to another Contractor if Contractor does not commence work, either by pulling permits or starting construction, within ten (10) business days of the Notice to Proceed date. Contractor will target to complete work at least 80 percent of Projects within 8 weeks of the initial date of the Notice to Proceed date, will report deviations from this goal, and suggest improvements in its process and/or the Program to improve future performance.

g. *Permits.* Contractor will obtain and pay for, or require all Subcontractors to obtain and pay for, all permits and licenses necessary for the completion and execution of the Projects including, if required, any permits or licenses required in connection with the Projects pertaining to or in connection with any hazardous material, lead, asbestos, or other regulated substance.

h. *Change Orders.*

- i. The Contractor may not implement any change to a Participant's Project Scope (a **Change**), unless authorized in writing by PGCC and agreed to in writing by the Participant (a **Change Order**). Change Orders may be requested by the Contractor to account for unforeseen circumstances that impact the delivery of the Project Scope. Change Order requests from the Contractor or Participant that do not directly support the base Project Scope are discouraged and will only be considered by PGCC on a case-by-case basis. The Contractor must document any Change Order requests with the Construction Manager and deliver to PGCC a written proposal for the Change including the suggested change(s) to the Project Scope, the construction schedule, and the Project. Upon PGCC's written approval of the proposal, Contractor shall proceed to complete the Project as modified by the Change Order.
- ii. Notwithstanding the foregoing, in the case of a bona fide emergency involving imminent risk to life, health, or property, Contractor may take immediate action necessary to address the emergency and shall notify the Construction Manager, PGCC, and the Participant in writing within twenty-four (24) hours describing the emergency and the work

performed and the cost. In those situations, Contractor shall perform only such emergency work as is reasonably necessary to address the immediate risk, with any further related work being subject to the standard Change Order approval process herein. All such emergency Changes must be documented and approved through a Change Order Request Form prior to final payment.

- iii. Notwithstanding the foregoing, Contractor may proceed with minor Changes in the Project Scope prior to approval, provided that the changes do not: constitute a net increase of more than \$1,000 to the Project budget; cause the total Project cost to exceed \$25,000; or substantially alter the scope of work. All such minor Changes must be documented and approved through a Change Order Request Form prior to final payment.

- i. *Point of Contact.* Contractor will designate a qualified staff member to serve as the point of contact for PGCC.

- j. *Warranties.* As defined in the Program Participant Agreement, Contractor will provide a minimum one-year warranty on all work specified in the Project Scope. The warranty will commence upon successful completion of Construction Manager's final inspection. Contractor will provide a ten-year warranty on roof replacements or a new, whole-roof surface material is installed. Minor repairs and re-coats are exempt from a ten-year warranty. Contractor will ensure that any roofing work performed by a Subcontractor has a warranty consistent with this requirement. The Contractor agrees to provide all warranty documents to the Construction Manager, who will provide such documents to the Participant at the close of the Project. Contractor agrees to provide prompt follow up on all warranty claims and agrees to document the outcome with the Construction Manager and PGCC, regardless of the legitimacy of the claim. Contractor agrees to keep these records and provide them to PGCC upon request.

- k. *Safety and Professionalism.* The Contractor shall perform all work in strict compliance with all applicable federal, state, and local laws, codes, ordinances, and regulations, including without limitation the applicable building code(s), the Occupational Safety and Health Administration (OSHA) regulations, and all applicable Environmental Protection Agency (EPA) regulations, including the EPA's Lead-Based Paint Renovation, Repair and Painting Rule (40 C.F.R. Part 745, Subpart E), and shall obtain and maintain all permits, licenses, and approvals required for the performance of the work. If the property was constructed before 1978, Contractor represents that it is a Lead-Safe certified firm and shall ensure that all personnel performing renovation activities have completed EPA-approved lead safety training, and shall follow all lead-safe work practices required under the RRP Rule, including pre-renovation notification, containment, and cleanup verification.

l. *Dispute Resolution.* For disputes pertaining to the Participant, Construction Manager, PGCC, or PEA, Contractor agrees to abide by the expectations and follow the procedures outlined in the Built to Last Manual attached as Exhibit D and Program Participant Agreement attached as Exhibit B.

m. *Subcontracting.* Contractor may employ Subcontractors to complete its obligations under this Agreement but shall remain fully liable for the supervision of such Subcontractors and the completion of all of Contractor's obligations. Contractor shall ensure that all Subcontractors comply with Philadelphia city taxes and licensing requirements and may be required to submit compliance documents to PGCC from time to time. Contractor shall track whether Subcontractors are designated Minority, Women or Disabled-Owned Business Enterprises and provide that information and supporting documentation to PGCC for work undertaken as part of the Program. Contractor shall procure its Subcontractors in compliance with 2 CFR § 200.318-326 to the extent applicable, including requirements to conduct full and open competition when soliciting bids, avoid conflicts of interest, document the basis for contractor selection, and maintain records demonstrating compliance with applicable procurement procedures.

n. *Job Posting and Reporting.* Contractor is encouraged to share all job postings with PGCC so that PGCC can help identify diverse candidates from PEA-funded training programs and other local training programs.

4. Compensation

a. *Invoices.* PGCC shall pay Contractor for its Services based on the payment schedule authorized in the Notice to Proceed, which may include payments at the time of: (i) the notice to proceed, (ii) interim inspection, and (iii) final inspection. PGCC may authorize additional payments on a case-by-case basis for projects with extended timelines, and/or other extenuating circumstances. Contractor shall work with the Construction Manager to submit invoices in accordance with this Section 4, the Manual, and each Project Scope. Each invoice shall be accompanied by such supporting information as may be reasonably necessary to substantiate the Contractor's right to payment of the amounts requested, as further described in the Manual.

b. *Construction Manager Review.* Construction Manager will inspect all work to ensure that the work is consistent with the material, method, and quantity defined in the Project Scope and the Manual. The Construction Manager will complete a physical inspection, or pre-authorized alternative method, to ensure that all Services are completed in accordance with the Project Scope and this Agreement. If the Construction Manager approves the completed services, it will submit a completed Payment Application Packet (as described in the Manual) which will include the approved invoice to PGCC with its report and evidence of Participant Acceptance.

c. *Participant Acceptance.* Upon completion of a Project, Participant must give final written approval of Project completion by signing the Participant Project Closeout Documentation and Checklist in the form attached as Exhibit E.

d. *Payments.* PGCC will pay approved invoices within 30 days. PGCC has the right to withhold payment if appropriate permits were not issued and in force during the course of the Project.

e. *Inquiries.* Any payment related inquiries may be sent to PGCC at accounting@phillygreencapital.org.

f. *Records.* Contractor must provide PGCC with a signed IRS Form W-9 and PGCC shall issue an IRS Form 1099 in connection with the payments which Contractor receives hereunder.

g. Contractor acknowledges that PGCC is the sole contracting party to this Agreement and has the sole obligation to make payments under this Section 4; Participant has no payment obligation to Contractor; and neither Contractor nor its Subcontractors are entitled to place a lien on Participant's property for amounts due from PGCC.

5. Other PGCC Obligations

a. *Collaboration with PEA.* PGCC has appointed PEA as PGCC's agent for management of PGCC funded aspects of the BTL Program. PGCC will cause PEA to manage its obligations related to Construction Manager and Section 3 of this Agreement.

b. *Cooperation.* Subject to the provisions of Section 9 (Confidentiality), PEA will provide information in its possession reasonably required by Contractor for the performance of the Services and will otherwise use reasonable efforts to support Contractor.

c. *Manual.* PEA will develop, maintain, and periodically update a BTL Procedures Manual providing detailed procedures to be followed in all facets of the BTL Program, including the standards and procedures for Contractors to participate in the Program, as it is revised and updated from time to time (the **BTL Manual**) and attached as Exhibit D. Contractor acknowledges receiving a copy of the BTL Manual from PGCC. The BTL Manual supplements but does not supersede the terms of this Agreement.

6. Collaboration

a. The Parties will work together with each other, PEA, and the Construction Manager to develop procedures and tools to support the needs of the Program as described in their respective obligations outlined in Section 3 (Contractor Obligations) and Section 5 (Other PGCC Obligations) of this Agreement. The Parties, PEA, and Construction Manager will update the procedures and tools as needed during the Program to adjust to changing circumstances, such as addition or removal of BTL Implementers.

b. Contractor will provide the Services in cooperation with the BTL Implementers.

7. Work Product

Contractor represents and warrants that it has good title to all deliverables and that they do not infringe the intellectual property rights of others. Contractor will make available to PGCC and PEA all non-proprietary data related to Participant engagement, intake service expansion, staff training materials, and research and pilot evaluation gathered or produced by Contractor as part of the Program.

Reports, materials, books, databases, maps, audio/videotapes and other forms of intellectual property created using grants obtained for the Program may be copyrighted or otherwise legally protected by Contractor or by the author, according to Contractor's intellectual property policies. Contractor will provide to PGCC a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, distribute, copy, summarize or excerpt Contractor's intellectual property created using grants obtained for the Program for non-commercial purposes in any media – whether now known or later devised – including by posting such intellectual property on PGCC's or PEA's website or featuring it in PGCC publications. The foregoing shall not require Contractor to provide such a license to Contractor's proprietary software. This Section 7 will be subject to Section 9 (Confidentiality).

8. Participant Protections

a. *Privacy.* Any Participant contact information or other personal information supplied to Contractor as part of the Program may be used only for performing the Services and not for any other purposes. Contractor shall not share this Participant information with any third party, except with Subcontractors.

b. *Photos and Recordings.* Contractor will not use or publish any photos or any audio or video recordings of Participants or their buildings without written consent from each Participant. If the photo or recording is of a Participant who is under 18 years old, Contractor must have written consent of the Participant's parent or guardian in order to use or publish any photos or recordings of the Participant.

c. *Service Level.* The Contractor will exercise a high level of customer service and perform the Services at all times in an ethical, professional, and courteous manner. Participant complaints regarding unprofessional behavior by the Contractor will be grounds for termination under the Agreement.

d. *PGCC Use of Participant Information.* Contractor acknowledges that Participants information may be shared with PGCC, other contractors and other entities involved in delivering, coordinating or supervising the Services or operating the Program, and with Program funders on a confidential basis; and that aggregate information about the Program and Participants may be compiled and used for assessing Program impact, informing funders and potential funders of the Program or successor programs, and educating potential future participants and the public.

e. *Data Management.*

i. Contractor must employ cybersecurity and data privacy programs that utilize best industry practices, standards and frameworks, such as ISO/IEC 27001, ISO/IEC 27701, NIST Cybersecurity Framework, and NIST Privacy Framework.

ii. Contractor is expected to take all reasonable steps to maintain cybersecurity measures, including risk management protocols, secure IT systems to safeguard Applicant and Participant information, and software that is up to date and includes virus prevention.

iii. Contractor must maintain files using encrypted and password-protected virtual file storage and file sharing platform(s). Contractor shall refrain from sharing sensitive and protected data over insecure platforms. Contractor must maintain proper, up-to-date technical and system documentation for each information system that produces, uses, or stores electronic records and ensure backups of critical files.

iv. Contractor must report and address any incidents, e.g., IT incidents, compromised passwords, data breaches or lost or stolen devices, as soon as reasonably practicable.

9. Confidentiality

a. In providing program management services to PGCC, PEA will manage the Customer Relationship Management (**CRM**) and other Confidential Information, as defined below. Contractor acknowledges that PEA is subject to the Pennsylvania Right-to-Know Law, (65 P.S. § 67.101 et seq.) (**RTKL**). Subject to PEA's obligations under the RTKL, neither Party will disclose to any person or entity, directly or indirectly, without the prior written approval of the other, any Confidential Information relating to the other party obtained by virtue of this Agreement, except on a confidential basis to its business, legal and financial advisors or as required to be disclosed under applicable law or by legal process. "**Confidential Information**" will include, but not be limited to, software, technical processes and formulas, source or object code, product designs, sales cost and other unpublished financial information, program and business plans, revenues, usage rates, Participant data, and marketing data. Confidential Information does not include any information that is, (i) generally known or available to the public through no act of the receiving party, (ii) already known to the receiving party at the time of receiving the Confidential Information, (iii) independently developed by the receiving party; or (iv) furnished to the receiving party by a third party with the right to do so.

b. The receiving party may disclose Confidential Information when required to do so by law, a court of competent jurisdiction, any governmental agency having supervisory authority over the business of the disclosing party, or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order either party to divulge, disclose or make accessible such information. Prior to making such required disclosure, the receiving party will promptly notify the disclosing party of its receipt of an order or similar directive, including a Right to Know Act appeal, potentially compelling

disclosure so that the disclosing party may challenge such order, directive, or appeal.

c. Contractor will include in its agreements with BTL Implementers under its management, provisions at least as protective of Confidential Information as Section 8 (Participant Protections) and this Section 9 (Confidentiality).

10. Standard of Care

a. If Contractor provides professional services under this Agreement, Contractor shall perform the Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care, skill, and diligence ordinarily exercised by members of the profession currently practicing under similar conditions.

b. The Contractor shall perform, or cause to be performed, the Services in accordance with the following (collectively, the **Standard of Care**):

- i. The specific standards, methods and requirements set forth in the Agreement;
- ii. All laws and legal requirements, including all building and electrical codes and any health and safety concerns, applicable to the Services;
- iii. The requirements of all manufacturers' warranties;
- iv. Good Industry Practice and applicable National Electric Code (NEC) guidelines; and
- v. If a discrepancy arises between any of these standards, the most stringent standard will apply.

c. Contractor shall maintain all licenses required to perform the Services.

11. Insurance

At all times during the Term of this Agreement, Contractor and its Subcontractors, shall maintain in full force and effect, at their expense, the insurance required by Exhibit A.

12. Indemnity

a. *Indemnity of PGCC and PEA.* Contractor agrees, to the fullest extent permitted by law to, indemnify, and hold harmless PGCC, PEA, and their respective agents, employees, offices, directors, and owners, from and against all liabilities, costs, expenses, claims, disputes, damages, lawsuits, losses, or assessments (including reasonable attorney's fees) suffered or incurred in connection with any claim asserted related to Contractor's performance under this Agreement by any Party (regardless of the form of or forum in which such claim may be asserted) whether (1) caused by Contractor's negligent or willful act or omission, or that of anyone employed, retained, or utilized by Contractor or (2) based upon events or activities of Contractor during the rendering or performance of, or attempts to render or perform the Services for PGCC in accordance with this Agreement.

b. *Indemnity of Construction Manager.* Contractor agrees, to the fullest extent permitted by law to, indemnify, and hold harmless Construction Manager and its respective

agents, employees, offices, directors, and owners, from and against all liabilities, costs, expenses, claims, disputes, damages, lawsuits, losses, or assessments (including reasonable attorney's fees) suffered or incurred in connection with any claim asserted related to Contractor's performance under this Agreement by any Party (regardless of the form of or forum in which such claim may be asserted) whether caused by Contractor's negligent or willful act or omission, or that of anyone employed, retained, or utilized by Contractor; except to the extent caused by Construction Manager's negligence or willful misconduct.

c. *Payments.* Any amount reasonably required to be paid pursuant to the above shall be paid to PGCC on demand and may, at PGCC's option, be deducted from or offset against any debt, obligation, or liability of PGCC to Contractor in such order as PGCC deems advisable.

13. Force Majeure

a. *Force Majeure Event.* Neither Party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods, earthquakes, fires, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, a change in law or regulation, unusually severe weather, or any other act or circumstance beyond PGCC or Contractor's reasonable control and without fault or negligence of the Party (**Force Majeure Event**).

b. *Reasonable Efforts to Perform.* The Party affected by the Force Majeure Event shall make all reasonable efforts to remove or eliminate the cause of the Force Majeure Event and shall diligently pursue performance of its obligations under the Agreement after the Force Majeure Event ceases.

c. *Written Notice; Effect of Delay.* If there is a delay as a result of a Force Majeure Event, the Party delayed shall give written notice of the delay and the reason of the delay to the non-delayed Party within thirty days after the Party delayed learns of the Force Majeure Event. The Party delayed may request an extension of time up to the length of time of the delay due to a Force Majeure Event. Contractor shall not be entitled to additional compensation for delays that occur under this subsection.

14. Representations of the Contractor

The Contractor represents and warrants that:

a. it is duly organized and in good standing in the jurisdiction of its organization and, if not organized in the Commonwealth, is licensed to do business as a foreign corporation in the Commonwealth;

b. it has the power, authority, and legal right to enter into and perform this Agreement and the Contractor's execution and delivery of, and its performance under, this Agreement will not violate the Contractor's organizational documents or any judgment, order, law or regulation;

c. no consent, permission or approval is required for the valid execution and delivery by the Contractor of this Agreement or for the Contractor's performance hereunder, except those that have been obtained; and

d. this Agreement has been duly authorized, executed and delivered by the Contractor and constitutes a legal, valid, and binding obligation of the Contractor, enforceable in accordance with its terms, except to the extent limited by bankruptcy or similar laws or by general equitable principles concerning remedies.

e. Contractor is not subject to backup withholding because Contractor is exempt from backup withholding, Contractor has not been notified by the Internal Revenue Service (**IRS**) that Contractor is subject to backup withholding, or the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

15. Changes in Contractor Participation

a. Reduction in Contractor Participation.

- i. PGCC reserves the right to instruct Construction Manager to reduce the number of Projects assigned to Contractor. PGCC also has the right to instruct Construction Manager to stop assigning Projects entirely.
- ii. If either (i) PGCC instructs Construction Manager to stop assigning new Projects, or (ii) the Term ends without default or (iii) pursuant to Section 17 (Termination for Cause), Contractor shall continue to complete the Projects assigned prior to the cessation of assignment of new Projects until either all existing Projects are complete or earlier Termination for Cause (the **Winding Down Period**).
- iii. During the Winding Down Period, all the provisions of this Agreement still apply to Contractor's performance of the Services, and Parties must continue their obligations until all their obligations are complete at which point, this Agreement will terminate. Contractor must continue its Services and complete deliverables for existing Projects.

b. *Cessation of Operations.* If a Contractor must end, suspend, or significantly reduce operations, for any reason other than acquisition as provided in Section 15.c. but including termination of this Agreement, Contractor must provide as much notice as possible and meet with PGCC to plan a responsible shutdown. In these circumstances, Contractor must take the following actions:

- i. Release Participants whose Projects have not commenced construction from their contracts.
- ii. Endeavor to complete Projects for Participants for which construction has commenced but not completed.
- iii. Provide stage updates for Participants for whom construction has commenced but not yet completed, including detailed information about the milestone reached in the construction process.

c. *Changes in Contractor Ownership.* If the Contractor is being acquired by another organization, Contractor must:

- i. Obtain PGCC's approval as provided in Section 23.c.;
- ii. Keep PGCC informed throughout the process;
- iii. Provide an introduction to the new management team; and
- iv. Cause the acquiring organization to provide evidence that it has assumed all of Contractor's obligations under this Agreement and all contracts with Participants.

16. Termination for Convenience

a. PGCC and Contractor may terminate the Agreement at any time by mutual written consent.

b. PGCC may, at its sole discretion, terminate the Agreement, in whole or in part, upon no less than thirty days' written notice to Contractor. The Contractor should use the period between the notice and termination to wrap up existing work with a focus on completing deliverables already undertaken, rather than commencing new tasks unless otherwise directed by PGCC.

17. Termination for Cause

a. *For Cause by PGCC.* PGCC may terminate the Agreement, in whole or in part, immediately upon notice to Contractor, or at a later date as PGCC may establish in its notice to Contractor, upon occurrence of any of the following events:

- i. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that the Services under the Agreement are prohibited.
- ii. Contractor no longer holds a license or certificate that is required to perform the Services.
- iii. Contractor materially breaches a covenant in this Agreement or in a Participant contract.
- iv. Contractor persistently or repeatedly fails to comply with the BTL Manual.
- v. Any representation or warranty made by Contractor in Section 14 (Representations of the Contractor) is false or misleading in any material respect when made or when deemed made or repeated.
- vi. The insolvency, liquidation, or bankruptcy of Contractor.

b. *For Cause by Contractor.* Contractor may terminate this Agreement immediately upon notice to PGCC, or at such later date as Contractor may establish in its notice to PGCC, upon occurrence of any of the following events:

- i. PGCC fails to make payments required under this Agreement.

ii. PGCC fails to perform any other material covenant or obligation set forth in this Agreement if that failure is not cured within thirty days after receipt of written notice from Contractor.

18. Remedies

In the event of termination pursuant to Section 17.a. or 17.b., the non-defaulting party shall have any remedy available to it in law or equity. If PGCC terminates the Agreement and it is determined for any reason that Contractor is not in default under Section 17.a., the rights and obligations of PGCC and Contractor shall be the same as if the Agreement were terminated pursuant to Section 16.b. of the Agreement.

19. Post-termination Procedures

Upon expiration or earlier termination of this Agreement for any reason, all rights and obligations of the Parties shall cease, except:

- a. Obligations for the payment of money that accrue prior to the date of termination shall survive termination of this Agreement.
- b. Contractor shall deliver to PGCC all materials or deliverables prepared for PGCC during the Term of this Agreement.
- c. Contractor's obligation to indemnify PGCC under Section 12 (Indemnity) shall survive termination of this Agreement.
- d. The Parties' obligations under Section 9 (Confidentiality) shall survive termination of this Agreement.
- e. Contractor's obligation relating to Participant information under Sections 8 (Participant Protections) and 9 (Confidentiality) shall survive termination of this Agreement.
- f. Contractor must remove any material advertising themselves as an approved contractor, such as program logos or information on their website, blog posts, or other marketing materials.
- g. Contractor's obligation to retain records under Section 20.d. shall survive termination of this Agreement.
- h. The Parties' obligations relating to Contractor's work product under Section 7 (Work Product) shall survive termination of this Agreement.
- i. Contractor's obligation to provide warranties under Section 3(i).

20. Audits, Inspection Rights, Records

a. *Audits.* From time to time during the term of this Agreement and for a period of five years after termination of this Agreement, PGCC may audit all aspects of the Contractor's performance under this Agreement, including but not limited to its billings and invoices, at Contractor's office. If so requested, Contractor shall submit to the requesting party all vouchers or invoices presented for payment pursuant to this Agreement, all canceled checks, work papers, books, records, and accounts upon which the vouchers or invoices are

based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Agreement. All books, invoices, vouchers, records, reports, canceled checks, and other materials shall be subject to periodic review and audit by the City of Philadelphia. Notwithstanding the foregoing, Contractor shall not be required to maintain such documentation in excess of five years from the expiration or termination of this Agreement.

b. *Inspection.* All services and materials provided under this Agreement shall be subject to inspection and review by PGCC and state and federal representatives. Contractor shall cooperate with all inspections and reviews conducted in accordance with the provisions of this Agreement. Such inspection and review of Contractor's rendering of services and materials, including without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with Participants, review of staffing ratios and job descriptions, verification of account accuracy, and meetings with any staff members who are either directly or indirectly involved in providing services and materials under this Agreement.

c. *Availability of Records.* Contractor shall make available at Contractor's office, during the Term of this Agreement, all records pertaining to this Agreement for the purpose of inspection, audit, or reproduction by any authorized PGCC representative, or the Pennsylvania Auditor General, and any other federal, state or City of Philadelphia auditors.

d. *Retention of Records.* Contractor shall retain all records, books of account and documentation pertaining to this Agreement for a period of five years following expiration or termination of this Agreement; however, if any litigation, claim, or audit is commenced prior to expiration of said five year period, then the records shall be retained until all litigation, claims, or audit findings have been completely terminated or resolved, without right of further appeal, or if applicable law requires a longer period, then the records shall be retained for such longer period.

21. Nondiscrimination

In its performance of this Agreement, Contractor agrees that it shall not discriminate nor permit discrimination against any person on the grounds of race, color, national origin, religion, sex, gender identity or expression, marital status, disability, or age. In the event of such discrimination, PGCC may terminate this Agreement forthwith.

22. Ethics Requirements

PGCC Employee Interest in PGCC Contracts. No proposal shall be accepted from, or contract awarded to, any PGCC employee or official, or any firm in which a PGCC employee or official has a direct or indirect financial interest. All Contractors are required to disclose any current PGCC employees or officials who are employees or officials of the Contractor's firm, or who otherwise would have a financial interest in the contract.

23. Miscellaneous

a. Representatives.

i. Each Party shall appoint a representative who is authorized to act generally on its behalf.

ii. Each Party shall provide notice to the other Party setting forth the name, address, day and night telephone numbers, and e-mail addresses of its representative.

b. Notices.

i. Unless otherwise specifically provided in this Agreement, all notices, consents, waivers, authorizations, and approvals given under this Agreement must be in writing and may be telecopied, delivered by hand, emailed, mailed by first class, registered mail (return receipt requested) or sent by FedEx or similar courier service and addressed as follows:

If to the Contractor:

[Name]

[Address]

[email]

With a copy to:

[Name]

[Address]

[email]

If to PGCC:

Maryrose Myrtetus

30 S. 15th St., Suite 801

Philadelphia, PA 19102

mmyrtetus@phillygreencapital.org

With a copy to:

Abby Rambo

30 S. 15th St., Suite 801

Philadelphia, PA 19102

arambo@phillygreencapital.org

Each Party may change the address to which its communications are delivered by giving notice to the other Party. Any communication given in accordance with this Section will be deemed to have been given to a Party upon its receipt thereof.

c. Assignment. Except as provided in Section 3(l), Contractor shall not assign, sell, dispose of or transfer rights or delegate its duties under this Agreement, and Contractor's rights under this Agreement may not be assigned or transferred by operation of law, change of control, or merger, either in whole or in part, without PGCC's prior written consent.

d. Counterparts. This Agreement may be executed in any number of counterparts that, taken together, will constitute one and the same agreement.

e. Headings. Headings and subtitles used in this Agreement are for the purpose of convenience only, and no heading or subtitle may be construed to modify or be used to interpret the text of any section.

f. Further Assurances. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

g. *Relationship of the Parties.* Contractor is an independent contractor. Nothing in this Agreement shall be interpreted to create a partnership or make Contractor a coventurer or an agent of PGCC. Employees, Subcontractors, or agents of Contractor shall not be deemed to be employees of PGCC for any purpose.

h. *Non-Exclusivity; non-Contravention.* Contractor is under no obligation to work exclusively with PGCC, and may accept engagements, work, and assignments outside of the Project on a regular basis. PGCC has no obligation to work exclusively with Contractor, or to continue this collaboration after the Term of this Agreement.

i. *Additional Terms.* Contractor agrees to (i) comply with all required terms related to the City of Philadelphia's Housing Opportunities Made Easy (H.O.M.E.) Initiative, as described in Exhibit C, (ii) assist PGCC in complying with such requirements, and (iii) perform its obligations in accordance with the standards required by the H.O.M.E. Initiative.

j. *Governing Law.* This Agreement shall be deemed to have been made in Philadelphia, Pennsylvania. This Agreement and all disputes arising under this Agreement shall be governed, interpreted, construed, and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of Pennsylvania law concerning conflicts of laws. Each Party consents to jurisdiction and venue in courts in the Commonwealth of Pennsylvania.

k. *Severability.* If any term or provision, or portions of any term or provision, is determined to be illegal, invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

l. *Amendment.* This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto, with respect to the performance of services by Contractor for PGCC and contains all of the covenants and agreements between the Parties with respect to the rendering of the Services. Any amendment or modification of this Agreement will be effective only if it is in writing and signed by both Parties.

m. *Merger.* This Agreement, including any attached exhibits, constitutes the entire and integrated agreement between PGCC and Contractor with respect to the Program and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. All prior and contemporaneous agreements between PGCC and Contractor on the matters contained in this Agreement are expressly merged and superseded by this Agreement.

n. *Benefit of this Agreement.* Nothing in this Agreement provides any benefit to any third party or entitles any third party to any claim, cause of action, remedy or right of any kind; provided that PEA is an intended third-party beneficiary of this Agreement.

o. *Compliance with Laws.* Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders applicable to the Contractor's obligations to be performed under this Agreement. Contractor's failure or neglect to comply with all applicable laws, ordinances, rules, or regulations shall not relieve the Contractor of these obligations or the requirements of this Agreement.

General Contractor Services Agreement for (Name of Contractor)

p. *Electronic Signatures.* The Parties acknowledge and agree that notwithstanding any law or presumption to the contrary, a telefaxed, electronic signature or signature that is transmitted electronically by either Party whether upon this Agreement or any related document shall be deemed valid and binding and admissible by either Party against the other as if same were an original ink signature.

Signatures

As evidence of their intent to be legally bound, the Parties have signed this Agreement as of the date set forth in the first paragraph.

Philadelphia Green Capital Corp.

[Contractor]

By: _____
[Name]
[Title]

By: _____
[Name]
[Title]

[City of Philadelphia Business License No.
or EIN if Contractor is not required to hold a
Philadelphia Business License]:

Exhibit A

Required Insurance

The Contractor shall procure and maintain in full force and effect, the types and minimum limits of insurance specified herein. In no event shall Services be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty days prior written notice to be given to PGCC in the event coverage is cancelled or non-renewed; however, ten days written notice will be provided if the insurance is cancelled due to non-payment of the premium. Contractor shall provide notice to PGCC within thirty days in the event that there is a material change in the coverage. Also, PGCC, PEA, the City of Philadelphia, and their officers, employees, and agents shall be named as additional insureds on Contractor's Commercial General Liability and Automobile Liability policies in connection with this Agreement. In addition, an endorsement is required stating that the coverage afforded PGCC, PEA, the City of Philadelphia, and their officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them.

Coverage Requirements:

1. Workers' Compensation and Employers' Liability.
 - a. Workers' Compensation Statutory Limits.
 - b. Employers' Liability: \$500,000 Each Accident – Bodily Injury by Accident; \$500,000 Each Employee- Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease.
2. General Liability Insurance:
 - a. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations. PGCC may require higher limits of liability if, in PGCC's sole discretion, the potential risk warrants.
 - b. Coverage: premises operations; personal injury and property damage liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; broad form property damage (including completed operations), explosion, collapse, underground ("XCU") coverage.
 - c. Limit of Liability: \$250,000 aggregate.
3. Automobile Liability Insurance:
 - a. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - b. Coverage: Owned, non-owned, and hired vehicles.

4. Changes to Insurance Requirements. From time to time, and in any event not more frequently than once per year, PGCC may reasonably adjust the amounts, types and deductibles of the insurance coverage required.
5. Additional Insureds. Contractor shall require that all of its subcontractors and consultants obtain and maintain, at their respective cost and expense, the appropriate types and amounts of insurance covering the work and their performance of services.
6. Certificates of Insurance. Certificates of insurance evidencing the required coverages must specifically reference this Agreement and shall be submitted to PGCC at least ten days before initiation of any work and promptly, upon binding of the renewal, after each insurance renewal date. The ten-day requirement for advance documentation of coverage may be waived in situations where such waiver benefits PGCC, but under no circumstances shall Contractor actually commence services or begin work (or continue work, in the case of insurance renewal) without providing the required evidence of insurance. Contractor shall furnish certified copies of the original policies required hereunder at any time within ten days after written request by PGCC.
7. No Limitation Liability. The insurance requirements set forth herein shall in no way be intended to limit, modify, or reduce Contractor's indemnification obligations or limit Contractor's liability to the limits of the policies of insurance required hereunder.

Exhibit B

Program Participant Agreement

Exhibit C

H.O.M.E. Initiative

See the amended Exhibit A to the H.O.M.E. Ordinance for a description of the Administered Programs, including Built to Last, and applicable general H.O.M.E. Plan provisions. See also Resolution 250955 adopted by the Council of the City of Philadelphia on December 11, 2025 which approves the 2025-2026 H.O.M.E. Plan Annual Program Statement and Budget, and similar subsequent resolutions, as applicable.

See the amended Exhibit A to the H.O.M.E. Ordinance for a description of the Built to Last component program to be administered by PEA and applicable general H.O.M.E. Plan provisions. See also Resolution 250955 adopted by the Council of the City of Philadelphia on December 11, 2025 which approves the 2025-2026 H.O.M.E. Plan Annual Program Statement and Budget, and similar subsequent resolutions, as applicable.

Link to H.O.M.E. Ordinance:

<https://phila.legistar.com/View.ashx?M=F&ID=14492438&GUID=01D271C7-DF49-4BD7-A41E-D1C3038933F8>

Link to Resolution 250955:

<https://phila.legistar.com/View.ashx?M=F&ID=15027985&GUID=A4E1C965-8260-4BC0-A886-F2475B70BD43>

Exhibit D

Draft Built to Last Procedures Manual

Exhibit E

Participant Project Closeout Documentation and Checklist