



### Construction Contract Purchase Order

The PA State System of Higher Education is an entity of the Commonwealth of Pennsylvania and as such is tax exempt and in most circumstances not liable for late charges.

Ship To:  
 West Chester University of PA  
 CONSTRUCTION PROCUREMENT  
 West Chester, PA 19383

Order No: **3900004721**  
 Order Date: 07/08/2011  
 Delivery Date: 08/24/2011  
 Internal No: CC WC920GC3  
 FOB West Chester  
 Contact: Barbara Cooper  
 Phone:  
 Fax:

Vendor No.: **1068549**

PANCOAST & CLIFFORD, INC  
 206 CARTER DR  
 WEST CHESTER, PA 19382

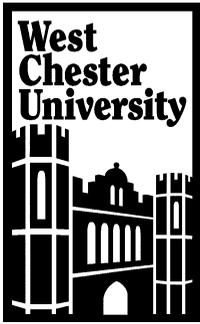
Bill To:  
 West Chester University of PA  
 Accounts Payable  
 201 Carter Drive, Suite 200  
 West Chester, PA 19383

**Payment Terms: Within 30 days Due net**  
**Show the Order Number above on all invoices.**

Item	Description	Quantity	Price	Total
1	<p>Individual Work Order subject to the terms and conditions of Contract WC920GC3 - Open Ended General Construction Project # 7561300026.1 - Quad Sidewalk Restoration Project Manager: Hal Dean 610-436-2519</p> <p>Quad Zone A Renovation</p> <p>Provide all labor, material, equipment and supervision for the General Construction work in accordance with the following documents:            Pancoast &amp; Clifford Estimate No. E11-036 dated 7/5/11 in the amount of \$195,721.00, attached hereto.            Contract documents: Quad Redesign drawings by Bernardon Haber Holloway, dated July 1, 2011. 12 sheets:            G-100, COVER SHEET            G-002, SYMBOLS ABBREVIATIONS AND NOTES            G-003, OVERALL PLAN            LD-100, EXISTING CONDITIONS PLAN            LD-101, DEMOLITION PLAN            LD-102, LAYOUT PLAN            LD-103, GRADING PLAN            LD-104, IMPERVIOUS COVERAGE PLAN            LD-105, UTILITY PLAN            LD-106, DETAILS            LD-701, E&amp;S PLAN            LD-702, E&amp;S CONTROL DETAILS AND NOTES</p> <p>Completion Date: August 26, 2011            Contract Bond Required            Prevailing Wages Required per contract.</p>	195,721 LOT	\$ 1.00	\$ 195,721.00
2	<p>Change Orders</p> <p>Provide all labor, material, equipment and supervision to perform the following additional work in accordance with the attached Request for Change Orders identified.</p> <p style="text-align: right;">CONTD...</p>	34,354 LOT	\$ 1.00	\$ 34,354.00

TOTAL

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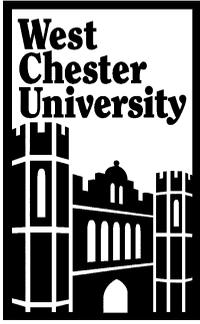
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Item	Description	Quantity	Price	Total
	CE001 +1,689.00 Furnish and install (6) six sections of silt sock at each inlet			
	CE002 +4,534.00 Misc. scope changes 6" of concrete with wire from underneath existing Starbucks paver patio ; Lower approx. 50 LF of 6" pipe and reconnect to existing inlet in; Furnish filter fabric and stone at base of mural wall			
	CE003 +3,310.00 Replace approx. 45 LF of damaged pipe			
	CE004 +1,318.00 Investigate blockage of existing pipe CB#7			
	CE006 +1,073.00 Furnish & install metal skate blocks and sealant samples			
	CE007 +16,095.00 Install new 12" HDPE pipe			
	CE009 +6,335.00 Delete 180 SF of concrete walkway @bottom of Quad Area "A" and add 697 SF of concrete walkway at top area			
3	Additional Change Orders #10-#12  Provide all labor, material, equipment and supervision to perform the following additional work in accordance with the attached Request for Change Orders identified below:  CE010 +\$1,881.00 Concrete Modifications as described in Request for Change Order dated 8/10/11 in the amount of \$1,881.00, attached hereto.  CE011 + \$1,206.00 Provide curlex matting on area South of new walkway in accordance with Request for Change Order dated 8/17/11 in the amount of \$1,206.00, attached hereto.	28,425 LOT	\$ 1.00	\$ 28,425.00
	CONTD...			
			TOTAL	*****



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Item	Description	Quantity	Price	Total
	CE012 +\$25,338.00 Landscape Modifications in accordance with Request for Change Order dated 9/23/11 in the amount of \$25,338.00 attached hereto.			
TOTAL			<b>\$258,500.00</b>	

Authorized Signature : \_\_\_\_\_

Date : \_\_\_\_\_

## VENDOR READ CAREFULLY

This order is acceptable only at prices stated. Goods herein ordered shall comply with all Federal and State laws. No charges allowed for packing, reels, packages or cartage unless specified on this order. Shipment must be made by date specified. Materials will be received subject to inspection and if found defective or not in accordance with specifications will be returned at your expense. Quantities ordered must not be exceeded unless authority for small deviations is specified in this order. Truck deliveries will only be accepted during working hours. No tax shall be included in the bid price.

West Chester University of PA is an instrumentality of the Commonwealth and is exempt from all excise taxes.

West Chester University of PA is exempt from provisions of Fair Trade laws and the Pennsylvania Sales Tax. The Sales and Use Tax Regulations provide that exemption certificates are not required for sales made to government entities. Exemption certificates will not be issued.

Transportation charges must be prepaid except when noted. Receipted prepaid carrier bills shall be submitted with invoice.

Send itemized invoices in TRIPLICATE as directed on order promptly upon shipment. Don't include in one invoice items on more than one purchase order. (Consider as one purchase order a consecutive series of purchase order forms bearing a single total.)

Show University purchase order number on all invoices, packages, delivery slips and correspondence. (Show number of first purchase order of a consecutive series of purchase order forms bearing a single total.) The name of shipper and car initials and number, if any, shall also be identified on all shipments.

All questions concerning the commodities on this order should be directed to the Purchasing office. Any correspondence concerning invoices or the payment of bills should be directed to the "Bill To." address.

## ASSIGNMENT OF ANTITRUST CLAIMS

Vendor and West Chester University of PA recognize that in actual economic practice, overcharges by vendor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by West Chester University of PA. As part of the consideration for the award of this contract, and intending to be legally bound, vendor assigns to West Chester University of PA all rights, titles and interests in and to any claims vendor now has or may hereafter acquire under state or federal antitrust laws relating to the goods or services which are the subject of this contract.

## NONDISCRIMINATION CLAUSE

During the term of this contract, vendor agrees as follows:

Vendor shall not discriminate against any employee, applicant for employment, independent vendor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap. Vendor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to employment upgrading, demotion or transfer, recruitment or recruitment advertising layoff or termination; rates of pay or other forms of compensation and selection for training. Vendor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, any notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

Vendor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by vendor.

It shall be no defense to a finding of noncompliance with this nondiscrimination clause that vendor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the vendor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factors shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the vendor will be unable to meet its obligations under this nondiscrimination clause, the vendor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of vendor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and vendor may be declared temporarily ineligible for further West Chester University of PA contracts, and other sanctions may be imposed and remedies invoked.

Vendor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If vendor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

Vendor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Vendor shall include the provisions of this nondiscrimination clause in every subcontract so that such provisions will be binding upon each subcontractor.

Vendor obligations under this clause are limited to the vendor's facilities within Pennsylvania or, where the contract is for the purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

SIGNATURE \_\_\_\_\_