PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of October 2011, intending to be effective on September 15, 2011, by and between the **PENNSYLVANIA CONVENTION CENTER AUTHORITY ("Authority")**, with an address at 1101 Arch Street, Philadelphia, PA 19107 and **KLING STUBBINS, Inc.**, a Delaware Corporation having its principal office located at 2301 Chestnut Street, Philadelphia, PA 19103 **("Consultant)**.

WITNESSETH

WHEREAS, Authority is a public body, corporate and politic duly created and organized pursuant to and in accordance with the provisions of the Pennsylvania Convention Center Authority Act, 64 Pa. C.S. §6001, et seq., as amended ("the Act").

WHEREAS, Authority desires to retain an independent consultant to provide certain professional services as more fully set forth hereinafter; and

WHEREAS, Consultant agrees to perform said services in accordance with the highest professional standards as more fully set forth hereinafter.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Subject to the terms and conditions hereinafter provided the Authority engages Consultant to provide Construction Administration support services for the Technology Systems Upgrades to existing Pennsylvania Convention Center Authority systems as outlined in Exhibit "A", which is attached hereto and incorporated by reference as if fully set forth herein (the "Services").

B. The Authority will coordinate the appropriate appointments with Consultant to provide the Services set forth herein.

C. While performing the Services, Consultant, its employees, subcontractors, agents, and suppliers shall be subject to the Authority's Code of Conduct, which is attached hereto as Exhibit "B".

D. Consultant shall enter upon the performance of this Agreement with all due diligence and shall exercise the highest degree of skill and competence necessary in completing the work hereunder in a time efficient and cost effective manner.

E. The Services shall in no way interfere with the orderly operation of any event held at the Center. The Authority shall have the right to require that any undesirable practices of Consultant, its employees, subcontractors, agents, or suppliers, be discontinued or remedied.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue in full force and effect until March 31, 2012, unless and until earlier terminated as provided for under this Agreement ("the Term").

B. Authority may, however, terminate this Agreement for its convenience upon ten (10) days written notice to Consultant; in the event of any such termination, Authority shall have no other obligation to Consultant other than the payment of compensation for all Services rendered and performed to the satisfaction of the Authority as of the effective date of the termination.

III. CONSIDERATION AND PAYMENT

A. As consideration for the Services provided by Consultant under this Agreement, the Consultant agrees to bill on a time and material basis, with Services not to exceed 1000 hours or One Hundred Fifty Two Thousand Dollars ($152,000.00) based on completion of the Services.

B. Consultant shall submit invoices detailing the hours and the costs of the Services rendered on a monthly basis and in accordance with the terms set forth herein.

i. The Authority shall review each invoice before payment is disbursed to Consultant.

ii. The Authority shall make payment to Consultant within (30) business days of receipt of a proper invoice.

D. Consultant shall not be compensated or reimbursed for travel, parking, meals, or any other miscellaneous expenses incurred in the performance of the Services.

E. Any extraordinary expenses or unexpected costs related to the Services shall be approved by the Authority prior to Consultant incurring such costs. Consultant agrees to use its best efforts to keep any expenses related to the Services at a minimum.

IV. DIRECTION

Consultant shall report to, be responsible to and receive direction from the General Manager of the Authority or his designee.

V. GENERAL TERMS AND CONDITIONS

A. Governing Law

This Agreement shall be governed by and construed in accordance with laws of the Commonwealth of Pennsylvania notwithstanding any conflict-of-laws doctrines of said jurisdiction to the contrary and without the aid of any canon, custom or rule of law requiring construction against the draftsman. With respect to any suit, action or proceeding relating to this Agreement, Consultant hereby submits to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania.

B. Assignment

This Agreement may not be transferred or assigned by the Consultant without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority.

C. Confidential Matters

The Consultant shall keep in the strictest confidence all information relating to the Authority. During the term of this Agreement and at any time thereafter, without the prior written consent of the Authority, Consultant shall not publish, communicate, divulge, disclose or use any such information. Upon the termination or expiration of this Agreement, Consultant shall deliver all records, data, information, and other documents and all copies thereof to the Authority and such shall remain the property of the Authority.

D. Conflict of Interest

The Consultant hereby represents and warrants that there is no conflict of interest in Consultant's business interests or other consulting agreements, if any, with the Services to be performed hereunder and Consultant shall advise the Authority if a conflict of interest arises in

the future. Consultant, its employees, servants, agents and subcontractors shall avoid all circumstances and actions that would place the Consultant in a position of divided loyalty with respect to the Authority or with respect to Consultant's ability to exercise its professional judgment on behalf of, and in the best interest of the Authority. Consultant further represents and warrants that is has not paid a fee nor given any compensation to any officer, director or employee of the Authority or any third party in order to secure the award of this Agreement.

E. Status of Consultant

In all matters relating to this Agreement, the Consultant shall be acting as an independent consultant. Neither the Consultant nor employees of the Consultant are employees of the Authority under the meaning or application of any federal or state Unemployment or Insurance Laws or Worker's Compensation Laws, or otherwise. The Consultant shall assume all of the liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant, if any, in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the Authority and the Consultant shall have no authority to represent itself as an agent, employee, or in any other capacity of the Authority.

F. Copyrights

Consultant shall assume all costs arising from the use or misuse of patented, trademarked, franchised or copyrighted materials and/or devices used in or incorporated in performing the Services hereunder. Consultant agrees to indemnify, defend and hold harmless the Authority from any claims, damages or costs, including legal fees, which may arise from use of such material.

G. Indemnification

1. Consultant shall be liable to the Authority for all losses, costs, damages, expenses and attorneys' fees whatsoever which the Authority may suffer, sustain, pay or incur, by reason of the material breach of this Agreement by Consultant or by reason of any warranty or representation of Consultant being incorrect or misleading in any respect.

2. Consultant shall indemnify its officers, directors, employees, agents and licensees and the City of Philadelphia (collectively and individually, the "Indemnified Party") from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses

whatsoever (including, without limitation, attorneys' fees, court costs and costs of investigation) which may be brought against or suffered by the Indemnified Party or which it may sustain, pay or incur, to the extent occasioned by reason of, or on account of any negligence, act or omission by Consultant or Consultant's employees, agents, subcontractors or invitees or any injury, illness or death of persons and/or damage to property arising out of, or incidental to, Consultant's provision of the Services pursuant to this Agreement.

3. Authority shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with any negligent act or omission of Authority, its employers or officers. The indemnification of Consultant by the Authority contained in this paragraph is expressly limited by and subject to the provisions of the Pennsylvania Convention Center Authority Act, 64 Pa. C.S. §6001 et seq. ("Act") or any amendment thereof and all other provisions of applicable law as well as by the limits of the Authority's available insurance.

4. This indemnity shall survive termination of this Agreement. The rights of the parties under this paragraph shall be in addition to and not in limitation of the rights, remedies, damages or recourse to which either party may be otherwise entitled under this Agreement, in law or in equity. In the event of any claim or demand made against any Indemnified Party, the Authority may in its sole discretion reserve, retain or apply any monies due to Consultant hereunder for the purpose of resolving such claims.

5. Nothing herein contained shall waive, or be construed to waive the statutory immunities, limitations, rights and defenses applicable to the Authority under the Act.

H. Insurance

At the time of the execution of this Agreement, the Consultant shall provide the PCCA with the certificates of insurance respecting all required insurance coverages designated herein. At least thirty (30) days prior to the expiration of any policy required under this insurance evidencing the renewal of such policy, together with receipts for payment of the premiums required therefor. All coverages shall be issued by an insurance company authorized by law to carry on business in the Commonwealth of Pennsylvania, and having an A.M. Best rating of A+

or better and/or which is otherwise acceptable to the PCCA. Coverages are to include the following, at the sole cost and expense, of the Consultant:

(i) Comprehensive commercial general liability coverages shall be provided with limits of not less than One Million Dollars ($1,000,000) for anyone occurrence, One Million Dollars ($1,000,000) general aggregate. Coverages are to include premises-operations, personal injury, contractors' protective, products, contractual liability and personal and advertising injury.

(ii) Business automobile liability coverages shall be provided with limits of not less than one $1,000,000 combined single limit per occurrence for bodily injury and/or property damage. Coverages are to include all owned, hired and non-owned automobiles.

(iii) Workers' compensation and employer's liability coverages shall be provided with Pennsylvania statutory limits for workers' compensation and limits for employer's liability as follows: bodily injury by accident $500,000 each accident bodily injury by disease $500,000 policy limit; bodily injury by disease $500,000 each employee.

(iv) Professional Liability coverages shall be provided with limits of not less than Two Million Dollars ($2,000,000) covering personal injury, bodily injury, and property damage. Coverage is to be maintained for two (2) years after completion of any Services.

(iv) **The insurance coverages described in this Agreement shall also include the following:**

(a) Thirty (30) days prior written notice of cancellation, material reduction of coverage or non-renewal shall be given to the PCCA.

(b) The Pennsylvania Convention Center Authority, the City of Philadelphia and the Commonwealth of Pennsylvania shall be named as additional insureds, as required by the PCCA with respect to certain coverages.

I. Force Majeure

The obligation of any party to perform any acts hereunder shall be suspended during the period such performance is prevented by acts of God, war, riot, invasion, fire, flood, epidemic, quarantine restrictions, accident, strike or walkout, or slow down or concerted interruption of or interference with work, or by government interference, regulation,

appropriation, or rationing or by inability to secure goods or materials or shipments or because of other conditions similar to those enumerated above, beyond the control of the party obligated to perform.

J. Hiring of Personnel

Both Consultant and the Authority agree that during the term of this Agreement, neither party shall directly solicit for employment, any person or persons employed by the other without the employer's expressed concurrence.

K. Preservation of Records

The Consultant shall maintain and preserve for a period extending until five (5) years after the services are completed or this Agreement is terminated, whichever occurs first, all records and documents prepared or used in connection with Services rendered to the PCCA. Upon the PCCA's request, the Consultant shall provide copies of all such records and documents to the PCCA. Prior to the proposed destruction of any such records and documents, the Consultant shall provide written notice to the PCCA and offer an opportunity to the PCCA to request that some or all of the records and documents be transferred to the PCCA's designated representatives.

J. Entire Agreement and Modification

This Agreement supersedes all negotiations and all prior oral or written agreements between the parties and their respective representatives and constitutes the entire agreement between the parties with respect to the matters herein set forth. Notwithstanding the foregoing, if there are any inconsistencies between the provisions of this Agreement and the provisions of the Proposal Correspondence, this Agreement shall prevail. This Agreement may not be amended, modified, supplemented or changed in any respect except by written agreement duly executed and signed by all parties to this Agreement.

K. No Third Party Beneficiary

The parties hereto do not intend the benefits of this Agreement to inure to any third person (including without limitation the public at large) so as to constitute any such third person a third party beneficiary of this Agreement or of any one or more of the terms hereof or otherwise give rise to any cause of action in any person or entity not a party hereto.

L. Severability

The terms of this Agreement are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions or provisions of this Agreement under federal, state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant, condition or provision hereunder unenforceable or invalid.

M. Survival

Any and all agreements set forth in this Agreement, which by its or their nature, would reasonably be performed after the termination of this Agreement shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Agreement, shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement with the intent to be legally bound as of the day and year first above written.

PENNSYLVANIA CONVENTION CENTER AUTHORITY

By: Ahmeenah Young
Ahmeenah Young
President and Chief Executive Officer

KLING STUBBINS

By: MRLoenz
Name: Michael R. Loenz, PE
Title: President

Exhibit "A"

KLING STUBBINS

May 6, 2011

Mr. Francis McKibbin
Director of Design and Construction
Philadelphia Convention Center Authority
Philadelphia, PA 19107

Subject: Scope of Work Technology Systems Upgrades to Existing PCC Systems – Construction Administration Support
KS Project No. 87-5979-08

Mr. McKibbin:

KlingStubbins is pleased to submit this proposal to provide Construction Administration support services for the Technology Systems Upgrades to Existing PCC Systems described as Tasks 1 through 5 in our previous design services proposal of November 9, 2010, herein attached, to include the following work elements:

ARCHITECTURE
ENGINEERING
INTERIORS
PLANNING

- Attend weekly construction project meetings (PM and one technical staff)
- Review shop drawings associated (including O&M manuals)
- Review and answer RFI's associated
- Construction site visits and punch lists

The estimated cost for Construction Administration support is based on the hour listed bellow based on the assumptions listed.

The estimate of hours Not-to-Exceed is as follows:

• Project management: 25 meetings:		150 hours
• Clerical support:		50 hours
• AV:	Project meetings:	140 hours
	Shop drawings:	60 hours
	RFI's/contractor coordination/site visits:	120 hours

2301 Chestnut Street
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19103

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	System acceptance:	80 hours
• Security & Electrical:	Project meetings:	96 hours
	Shop drawings:	24 hours
	RFI's/contractor coordination/site visits:	40 hours
	System acceptance:	40 hours
• Network Infrastructure:	Project meetings:	96 hours
	Shop drawings:	24 hours
	RFI's/contractor coordination/site visits:	40 hours
	System acceptance:	40 hours

"Regarding the AV and Network Infrastructure (NI) support scope, there are a few areas that can have a significant impact on the KS costs. Because the construction involves upgrades and renovations to existing systems there is a potential for lots of RFI's due to unforeseen field conditions such as network wiring routing and as such, the contractor could make this project a very difficult project to administer.

In addition to attending pre-bid meetings, review of shop drawings and attending and estimated 12 job meetings by the AV designer, NI designer and Security designer. The estimate for the RFI and contractor coordination effort can possibly be a lot less but at this point in time it's an estimate based on prior experience on renovation jobs of this nature.

On a separate issue I would like to suggest the PCCA to take extreme care in the preparation of the general conditions for the final bid set that you are preparing to clearly delineate the working conditions and restrictions that the contractor needs to adhere to. This is critical to avoid claims of all types since his work needs to minimize down time and operational interference with your shows. In addition to the claim issues this can have an impact on the completion schedule. "

KLINGSTUBBINS

We propose to bill this work on a time and material basis as the level of effort depends on the field construction conditions. Based on the fluid construction schedule, dependent upon PCC availability for construction, it is estimated that this effort should not to exceed 1000 Hours or $152,000.00.

Attached you will find our schedule of billable hours used for this proposal.

This proposal can be revised as needed to meet the needs of PCCA. Please contact me if you have any questions.

Sincerely,

for

Jeffrey Cosiol, P.E.
Principal
Director of Projects

Attachments:

Schedule of Billing Rates

"PCC Upgrades to Existing PCC Systems Final" Scope of Work

KLINGSTUBBINS

Schedule of Billing Rates
Effective Through December 31, 2011

Hourly Rates

a)	Principal	$190.00
b)	Project Management	$165.00
c)	Consultant (Staff AV)	$175.00
d)	Technical Staff	$135.00
e)	Clerical	$65.00

KLING STUBBINS

November 9, 2010

Mr. Francis McKibbin
Director of Design & Construction
Philadelphia Convention Center Authority
1101 Arch Street
Philadelphia, PA 19107-2299

Subject: Scope of Work Upgrades to Existing PCC Systems
KS Project No. 87-5979-02

Mr. McKibbin:

This letter will confirm your verbal authorization to proceed with the design of the fiber backbone as described in the attached scope of work, Item 5. The design will be based on the Task A report and will be completed by the end of the year. This work is proposed as a lump sum.

ARCHITECTURE
ENGINEERING
INTERIORS
PLANNING

The attached scope of work also lists Task 1 through 4, which have not changed since your agreement with James Lindquist. We need your authorization for these tasks ASAP in order to get the conceptual design completed by the end of the year and the final design by mid-February. This work is proposed as a lump sum.

The attached scope Task 6 is an estimated cost for Construction Administration for Task 5 and it's based on 8 hours per week support. We propose to bill this work on a time and material basis as the level of effort depends on the field conditions.

If you have any questions, please call me.

Sincerely yours,

Jeff Osiol, P.E.
Principal
Director of Projects

2301 Chestnut Street
Philadelphia, Pennsylvania
19103

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KLINGSTUBBINS

JC/hlb

ENCL: (1) PCC Backfit Cost Proposal Revised Hours
(2) PCC Technology Systems Backfit SOW

cc: J. Cosiol, KlingStubbins

PCC Technology Systems Refresh in Main Building - Updated Proposal Breakdown

CONCEPT/PRELIMINARY DESIGN

Task A. Network Evaluation				
KlingStubbins - Telecom Infrastructure, IT/Network Architecture, Mgmt		$25,000		
	Total Task A		$25,000	
Task 1. Meeting Room Doors/Addl DPS and CRs				
KlingStubbins - Security, Architecture, Management		$18,000		
Burris Engineers - Electrical Power		$3,000		
	Total Task 1		$21,000	
Hardware Consultant (estimated)				$5,000
Task 2. Exhibit Hall F Cameras/Convert Balance of Cameras to IP				
KlingStubbins - Security, Management		$9,000		
	Total Task 2		$9,000	
Task 3. Edge Switches and Wireless				
KlingStubbins - Telecom, Management		$13,000		
Burris Engineers - Electrical Power		$6,000		
	Total Task 3		$19,000	
Task 4. Networked Audio/Fire Alarm + Digital Displays				
Acentech - Audiovisual		$28,000		
KlingStubbins - Architecture		$4,000		
Burris Engineers - Electrical Power		$4,000		
	Total Task 4		$36,000	
	Total Concept/Preliminary Design		$110,000	
	Estimated Hardware Consultant - Concept			$5,000

FINAL DESIGN

Task 1. Meeting Room Doors				
KlingStubbins - Security, Architecture, Management		$18,000		
Burris Engineers - Electrical Power		$2,500		
	Total Task 1		$20,500	
Hardware Consultant (estimated)				$5,000
Task 2. Exhibit Hall F Cameras				
KlingStubbins - Security, Management		$10,000		
	Total Task 2		$10,000	
Task 3. Edge Switches and Wireless				
KlingStubbins - Telecom, Management		$30,000		
Burris Engineers - Electrical Power		$5,000		
	Total Task 3		$35,000	
Task 4. Networked Audio/Fire Alarm + Digital Displays				
Acentech - Audiovisual		$32,000		
KlingStubbins - Architecture		$3,000		
Burris Engineers - Electrical Power		$4,500		
	Total Task 4		$39,500	
Task 5. Fiber Backbone Design				
KlingStubbins		$54,865		
	Total Task 5		$54,865	
	Total Final Design		$159,865	
	Estimated Hardware Consultant - Final			$5,000
Task 6. Estimated Fiber Backbone CA Support				
KlingStubbins		$11,560		
	Total Task 6		$11,560	
Total Concept/Prelim Design + Final Design + CA Support			$281,425	
	Total Estimated Hardware Consultant			$10,000

Plus reimbursable expenses

PCC Technology Systems Refresh in Main Building

A. SCOPE OF WORK

Task A – Network Evaluation: Using a combination of telecom infrastructure expertise and IT networking expertise, review existing (and designed, for the Annex) network architecture and provide evaluation and recommendations to the PCCA regarding:

- reliable, cost effective high speed internet access
- redundancy/reliability of network access
- overall network architecture, subnets, VLANs, firewalls...
- redundancy/reliability of server access
- adequacy of backbone infrastructure
- adequacy of WiFi deployment for large mobile gatherings of laptop and PDA users, especially in concourse and atrium areas

1. Meeting Room Door Card Access: For **50** meeting rooms, we will investigate existing conditions and design card access control of front of house and back of house doors, including

- access control panels (ACPs) in existing IDFs or other suitable spaces,
- category 6 data cabling from ACPs to edge switches
- card readers,
- door position switches,
- request to exit devices (either integrated in hardware or separate PIR devices),
- electrified hardware including any required power boosters
- 120 VAC power (where required by hardware) in conduit,
- low voltage wiring from door to access control panels (in cable tray or on J hooks),
- modifications will utilize existing doors with required modifications to the door hardware for electric operation,
- ACPs and readers will match those used in the expansion.

1a. Meeting Room Door Digital Displays: For 50 meeting rooms, we will design front of house digital displays, similar o those being installed in the Annex, including:

- architectural modifications/framing including required backbox installation
- 120 VAC power for displays
- category 6 data cabling installation to nearest IDF
- digital displays with mounts and digital media players

2. Megapixel Cameras in Hall F: For Exhibit Hall F on the Ground Floor, we will investigate existing conditions and design megapixel camera assessment of the hall, anticipated to be approximately 2 cameras per exhibit hall column, including

- edge switches in existing IDFs or other suitable spaces
- camera installation,
- category 6 data cabling from cameras to edge switches (on J hooks tight to concrete deck and through beam penetrations),
- expansion of NVR storage capacity (if required),
- cameras will be Power-over-Ethernet (PoE) and will match those used in the expansion

2b. Conversion of Analog Cameras to IP: Replacement of all existing analog cameras with IP cameras, including

- replace cameras in-kind by location and type (eg fixed vs PTZ)
- category 6 data cabling to edge switches in nearest IDF
- interior cameras and exterior fixed cameras will be PoE; exterior PTZ cameras will utilize existing 120 or 24 VAC power connections.

2c. Additional Cameras, Door Monitoring and Card Access: Review perimeter of Main Building and provide door position switches for any exterior doors not currently monitored; provide supplemental perimeter cameras for any areas not covered; and add card access to selected doors including MDF and Ballroom dressing rooms.

3. Wireless APs and Edge Switches: For existing convention center space, we will investigate existing conditions and design enhancements to wired and wireless network access, including

- Cisco 3750 edge switches in existing IDFs or other suitable spaces,
- Cisco 3750 edge switches in existing column enclosures required by PCCA,
- wireless APs in selected locations (meeting rooms, exhibit halls, ball rooms, concourse, atrium) to augment wireless network access,
- category 6 data cabling from wireless APs to edge switches (in existing cable tray or on J hooks),
- fiber optic backbone cabling from edge switches to *(2)* existing core switches

4. Fire Alarm /Sound System Upgrade: For existing convention center space, we will investigate existing conditions and design upgrades to the fire alarm annunciation/sound system, including

- start with operational review meeting with PCCA Facilities personnel to better understand current & desired operations
- replacement of existing analog amplifiers with networked audio system amplifiers and control system; existing speakers and speaker cables will be retained to the extent feasible,

- dedicated AV network switches and fiber backbone,
- rack-mounted UPS for the sound system equipment,
- interface of the networked audio system and control system to the Siemens fire alarm system to provide automatic control of fire alarm announcements and automatic speaker circuit supervision,
- interface of the networked audio system and control system to the expansion system for coordinated control,
- networked audio system amplifiers and control system will match those used in the expansion,
- visual notification appliances (strobes) will not be provided

5. Fiber Backbone Design: *PCCA has requested that the Fiber Backbone Design and the implementation must be completed before March 2011. This task consists of upgrading the existing fiber backbone infrastructure to connect to both the existing and new MDFs to support the required 10 GBPS backbone speed with redundancy.*

- *Implement the Fiber Backbone Design Recommendations for the Network Evaluation Study.*
- *Verify MDF Space Needs and confirm if these can be supported by existing MDF location (or if a new MDF at nearby BDF location can be put into service by the deadline).*
- *Prepare Building Distribution Concepts for approval by PCCA.*
- *Review Service Entrance options for approval by PCCA.*
- *Prepare recommended BB fiber riser diagram.*
- *Prepare new MDF & Rack elevation layouts.*
- *Prepare new IDF and Column layouts - 32 IDF/ 40 TE (Columns).*
- *Prepare Schematic Floor equipment Plans for all reconfigured IDF and columns*
- *Prepare specifications.*
- *Prepare drawings for BB Conduit / Cable Tray Routing to/from each specific fiber termination location.*
- *Prepare details for the execution of the work.*

Fiber Backbone Design Clarifications:
All existing cooper systems lines will remain in place and is out of this scope of work.
Basket trays will be the default method for new BB pathways.
Each IDF and column requires a custom layout.
The network switches configuration will be by others.

6. Fiber Backbone CA Support:

- *The Construction Administration support will be on T&M basis due to expected complexity to address non-standard field conditions.*
- *It is estimated that the installation and testing of the Fiber Backbone Design will take up to 3 months.*

APPROACH TO THE WORK

The Network Evaluation is being handled separately and has already begun– it was kicked off in a meeting with Jim Lewis, Fran McKibbin and Darryl Stanley. We have commenced evaluation of options for internet access. Additional meetings and site visits have been set up for review of network architecture and review of available backbone and horizontal infrastructure.

We will commence the work with a technical kickoff meeting with PCCA stakeholders to confirm details and extent of desired upgrades, to review alternative concept approaches, and to plan the detailed site investigation.

We will conduct a detailed site investigation to focus on the following areas:

- existing IDFs and TEs including existing network switches, fiber and copper cabling and patch panels, and rack, floor and wall space,
- existing wireless APs,
- existing cable tray and raceway,
- existing standby power panels,
- existing meeting room doors and adjacent above ceiling conditions
- existing AV control room and ballroom mezzanine control room

We will create existing conditions floor plans (using backgrounds furnished by PCCA), a concept/preliminary design report, and a concept/preliminary cost estimate.

We will present the concept/preliminary design report and cost estimate to the PCCA in an on-board review meeting to establish limits of the scope of work within budgetary constraints. We will issue minutes formalizing all scope decisions.

Based on the approved scope and estimate, we will prepare final design drawings including floor plans, detail floor plans, rack elevations, diagrams and details, and final security specifications, telecom cabling specifications, network equipment specification and AV/networked sound system specifications, and a final construction cost estimate.

CLARIFICATIONS (to Tasks 1 throuth 4) AND ADDITIONAL SERVICES AVAILABLE BUT NOT INCLUDED

- Adequate equipment space is anticipated; design of new rooms is not included
- Design of additional cooling is not included
- Adequate existing standby circuits are anticipated; design of new feeders and panels is not included
- Existing telecom conditions investigation will focus on IDFs and backbone distribution to the MDF. Existing condition plans will not indicate existing work area outlet locations except for wireless APs.
- Horizontal cabling design (from edge switches to IP devices) is limited to connection of wireless APs, *IP cameras, digital media players and access control panels.*
- Card readers, access control panels, edge switches, wireless access points, and networked audio system components will be specified as proprietary products to match and integrate with the expansion systems. Door hardware and cameras can most likely be specified competitively if required by the PCCA.
- Proposed fees are based on all tasks being awarded concurrently.
- Anticipated schedule is 12 to 16 weeks, with 8 meetings at the Customer site including technical kickoff, preliminary presentation, review of preliminary documents/estimate, review of final documents/estimate, and 4 additional progress update meetings.

Exhibit "B"

PENNSYLVANIA CONVENTION CENTER AUTHORITY

Code of Conduct
(Revised and Restated as of July 16, 2003)

I. PREAMBLE

The Pennsylvania Convention Center is a public facility created by the Commonwealth to benefit the general public by promoting business, industry, commerce and tourism within the City of Philadelphia and the Commonwealth of Pennsylvania. It is critically important to achieving that goal that the individuals working at the Pennsylvania Convention Center conduct themselves in accordance with the highest standards at all times. This Code of Conduct is designed to help ensure that all such individuals conduct themselves in a friendly, courteous, and respectful manner so as to reflect well on the citizens of the City of Philadelphia and the Commonwealth of Pennsylvania. Working in the Pennsylvania Convention Center facility is a privilege, not a right, and is conditioned upon compliance with this Code of Conduct.

II. APPLICATION

This Code of Conduct applies to all individuals working on the premises of any facility operated by the Pennsylvania Convention Center Authority, including employees of contractors, subcontractors, vendors, exhibitors and show management. The violation of any of the rules contained in this Code of Conduct, as determined by the Pennsylvania Convention Center Authority after an appropriate investigation, may result in the violators being barred from working at any facility operated by the Pennsylvania Convention Center Authority.

III. RULES

A. IDENTIFICATION

All workers must wear appropriate identification when on the Pennsylvania Convention Center premises.

B. PARKING

Parking is not permitted on the Pennsylvania Convention Center loading docks or premises without the written authorization of the Pennsylvania Convention Center Authority.

C. ACCESS TO FACILITY

1. Access to Pennsylvania Convention Center facilities is a privilege which may be withdrawn from any individual who violates any provision of this Code of Conduct.

2. All workers must use only the entrances and exits designated for their use by the Pennsylvania Convention Center Authority.

3. No workers are permitted in any area of the Pennsylvania Convention Center other than their designated work area at any time during their call. Access to areas other than designated work areas is prohibited. At the completion of a call, all workers must promptly sign out and leave the premises.

D. SOLICITATION OF TIPS, GRATUITIES AND WORK

1. No one may solicit or accept tips, loans, gifts, gratuities, favors, passes, tickets, admission to any event or entertainment or any other item of value from any of the Pennsylvania Convention Center's prospective or actual customers, guests, exhibitors, licensees, clients, contractors, or suppliers of services or goods.

2. No threat, pressure or coercion may be used by any person where the object is to influence any of the Pennsylvania Convention Center's customers, users, licensees, exhibitors, clients, contractors, suppliers or attendees to use any particular vendors, products or services.

E. ACCESS TO EVENTS

No one may use their identification badge or uniform as a means of admission into any event at the Pennsylvania Convention Center, unless that person is assigned to work there at the time admission is sought. No person may stay after the completion of their working time or assignment to attend an event. No person may attend an event during their working hours.

F. ALCOHOLIC BEVERAGES AND DRUGS

1. The sale, possession, use of or reporting to work under the influence of alcoholic beverages and/or illegal drugs by workers during their call on Pennsylvania Convention Center premises is strictly prohibited.

2. All individuals working on the premises of the Pennsylvania Convention Center are subject to drug and alcohol testing in accordance with the drug

and alcohol policy of the Pennsylvania Convention Center Authority as may be adopted.

G. SOLICITATION

No one may solicit, sell or conduct any business on Pennsylvania Convention Center premises, unless specifically authorized to do so by the Pennsylvania Convention Center Authority.

H. POSTING OF NOTICES

The posting of any notices, signs or advertisements on Pennsylvania Convention Center property is prohibited unless approved by the Pennsylvania Convention Center Authority.

I. THEFT OR REMOVAL OF PROPERTY

No worker may have unauthorized possession of, purchase or remove any property from a Pennsylvania Convention Center facility, except when registered as an attendee or attending as a ticketed guest. All discarded or abandoned material at the conclusion of an event shall be the property of the Pennsylvania Convention Center.

J. NO SMOKING POLICY

Smoking is not permitted in any interior portion of the Pennsylvania Convention Center. Smoking is permitted only outside, on the ramps to Hall A and Hall C.

No one smoking on the exterior premises of the Pennsylvania Convention Center may block any entrance or exit of the Pennsylvania Convention Center.

K. FIGHTING/HORSEPLAY

Disorderly conduct, including horseplay, roughhousing, fighting, threats, abusive language or shoving by any individual working on the Pennsylvania Convention Center premises is prohibited.

L. DRESS CODE

Because of the public nature of the work environment at the Pennsylvania Convention Center, everyone subject to this Code of Conduct shall be properly attired for work. Any clothing bearing vulgar or offensive symbols, pictures, signs or language is prohibited. Individuals violating this provision of the Code of Conduct shall be removed from the Pennsylvania Convention Center's premises.

M. IMPROPER TREATMENT OF EXHIBITORS, SHOW MANAGEMENT, WORKERS, PENNSYLVANIA CONVENTION CENTER EMPLOYEES OR ATTENDEES

1. Individuals working at any Pennsylvania Convention Center facility must conduct themselves in a friendly, respectful and courteous manner when dealing with any workers, show management, contractors, exhibitors, Pennsylvania Convention Center employees and visitors to the Pennsylvania Convention Center.

2. No individual working at any Pennsylvania Convention Center facility shall attempt to intimidate or harass, either verbally or physically, any workers, any member of Show Management, any Contractor, Pennsylvania Convention Center employee or any exhibitor or attendee. This specifically prohibits verbal or physical threats or abuse of another individual, including but not limited to the congregation of one or more individuals in an area to create a show of force.

N. WEAPONS PROHIBITED

No weapons of any kind are permitted on Pennsylvania Convention Center property.

O. REPORTS TO PENNSYLVANIA CONVENTION CENTER AUTHORITY

Every individual working at the Pennsylvania Convention Center is expected to report to a Pennsylvania Convention Center representative:

1. Damage to any property or equipment.

2. Theft or unauthorized possession of any property or equipment.

3. Any unsafe condition or activity, such as ice on the sidewalks, oil on the floor, etc.

4. Any unsafe condition or activity involving shows or the public attending events, such as emergency exits being blocked or crowd control problems.

5. Any emergency, such as fire or medical emergency.

6. Any and all accidents involving physical damage to the building or equipment.

7. Any accident involving injury to any individual.

P. VIOLATIONS

Any one determined by Pennsylvania Convention Center Authority to have violated any of these rules may be ejected from and/or prohibited from working on the premises of the Pennsylvania Convention Center. If the ejected/prohibited person is an employee of a contractor or business invitee of the Pennsylvania Convention Center Authority, the employment status of the person will be determined solely by the employing contractor or business invitee. That employment determination, however, will not affect the ejected /prohibited status of the person with respect to the Pennsylvania Convention Center.

Q. NO WORK INTERRUPTION

Every individual working on the premises of any facility operated by the Pennsylvania Convention Center Authority shall honor the principal of work first and grieve later. Specifically, any disputes involving work assignments or jurisdiction by or between members of competing unions or the same union shall not result in any disruption of work or any slowdown in work, strikes, work slowdowns, sympathy strikes, interruption of work, or any other job action or work stoppage of any kind, or threats of any of the foregoing.

R. GENERAL PROVISION

1. This Code of Conduct provides general guidelines for the Pennsylvania Convention Center Authority's expectations regarding the conduct of individuals working at any Pennsylvania Convention Center facility. It is not intended to address every situation or behavior that may occur. The Pennsylvania Convention Center Authority reserves the right to impose appropriate remedial action for any inappropriate conduct not specifically covered in this Code.

2. The Pennsylvania Convention Center Authority as the owner of the Pennsylvania Convention Center is the final authority on the interpretation of this Code and on decisions relating to violations of the Code. The Authority reserves the right to alter or modify this Code of Conduct at any time.