



**CONSTRUCTION CONTRACT**

**DATE: 12-7-11**

**PROJECT #: 11-071.9**

**FUNDING SOURCE: DGS 280-22 Phase 4/DGS 280-33**

**EXPIRATION DATE: 1-31-12**

**CONTRACT #: 1605**

**PHILADELPHIA REGIONAL PORT AUTHORITY**

3460 N. Delaware Avenue, 2<sup>nd</sup> Floor

Philadelphia Pennsylvania 19134

Attn: Lisa Urban Magee, P.E., Project Engineer, Special Projects

(the "Authority"), a body corporate and politic and an independent agency of the Commonwealth of Pennsylvania,

And

**WEEKS MARINE, INC.,**

901 Beach Street

Camden, New Jersey 08102

Attn: Eric Dickerson, Northeast Area Manager

(the "Contractor"), a corporation incorporated under the laws of the State of New Jersey.

**Article I. Project Description:** Maintenance Dredging at Various PRPA Facilities. The description in this section of the work to be performed is for informational purposes only and in all respects is subject to the Contract Documents.

**Article II. The Work:** The work required to be performed by the Contractor under the Contract Documents is more specifically described in Exhibit "B" attached hereto and incorporated by reference.

**Article III. Contract Amount:** The Contractor guarantees the per cubic yard rate for dredging and stand-by-time rate as set forth in Exhibit "B" attached hereto and incorporated by reference.

**Article IV. Term of Contract:** This Contract shall have a term of forty-eight (48) days starting December 15, 2011 through January 31, 2012. The Contractor agrees time is of the essence.

**Article V. Terms and Conditions:** The terms and conditions set forth in Exhibit "A" attached hereto are incorporated by reference and constitute part of the Contract.

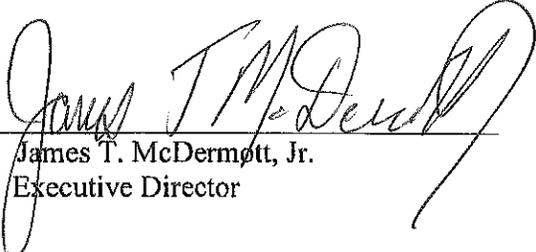
**Article VI. Contract Documents:** The Contract Documents, attached as exhibits hereto, constitute a part of the Contract, and together with the Contract, constitute the entire agreement between the Authority and the Contractor. The Contract documents, except any modifications issued after execution, are enumerated in order of precedence as follows: the Bidding Documents, attached hereto as Exhibit "A", and any amendments thereto; the Proposal or Bid, attached hereto as Exhibit "B", and any amendments thereto; the performance bond, attached hereto as Exhibit "C", and any amendments thereto; and the payment bond, attached hereto as Exhibit "D", and any amendments thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the day and year first above written.

**WEEKS MARINE, INC.**

**PHILADELPHIA REGIONAL  
PORT AUTHORITY**

By:   
Name: J. STEPHEN CHATRY  
Title: VICE PRESIDENT

By:   
Name: James T. McDermott, Jr.  
Title: Executive Director

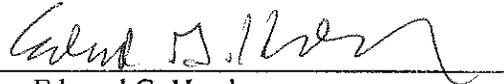
Approved as to Legality and  
Form:

Approved as to Fiscal Responsibility and  
Budgetary Appropriateness:

**PHILADELPHIA REGIONAL  
PORT AUTHORITY**

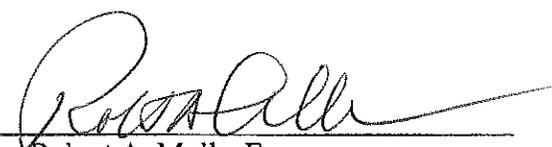
**PHILADELPHIA REGIONAL  
PORT AUTHORITY**

By:   
Name: Gregory V. Iannarelli, Esq.  
Title: Chief Counsel

By:   
Name: Edward G. Henderson  
Title: Director of Finance & Capital Funding

**OFFICE OF THE ATTORNEY  
GENERAL**

**OFFICE OF THE BUDGET**

By:   
Name: Robert A. Mulle, Esq.  
Title: Chief Deputy Attorney General

By:   
Name: Joseph Lawruk  
Title: Comptroller

**EXHIBIT "A"**

**THE BIDDING DOCUMENTS**

**EXHIBIT "B"**

**THE BID**

PROJECT NO. 11-071.9

BID

for

MAINTENANCE DREDGING  
VARIOUS PRPA FACILITIES  
PHILADELPHIA, PENNSYLVANIA

November 22, 2011

Philadelphia Regional Port Authority  
3460 N. Delaware Avenue  
2<sup>nd</sup> Floor  
Philadelphia, Pennsylvania 19134

Dear Sir/Madam:

The undersigned, J. STEPHEN CHATRY, having familiarized himself/herself/themselves/itself with the local conditions affecting the cost of the work and with the contract documents, including the Bid Forms, Instructions to Bidders, the Maritime Security Contractor Compliance Certification Form, MBE/WBE Forms, General Conditions, Plans and Specifications, etc., hereby proposes to perform everything required to be performed and to provide and furnish all labor, material, necessary tools, equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required to be performed.

BASE BID

ITEM #1

Dredging and disposal for Piers 80 and 82 south

a. Mob/demob for dredging at Piers 80/82 south (Lump Sum)

three hundred, seventy five thousand and 00/100      \$ 375,000.00  
Unit Price Written In Words      In Figures

b. Total price for dredging and disposal (Column C total) for Piers 80 and 82, Page 3 of bid form)

two million, one hundred thousand and 00/100      \$ 2,100,000.00  
Price Written In Words      In Figures

Total for Item 1 (Items 1a and 1b)

two million, four hundred, seventy five thousand and 00/100      \$ 2,475,000.00  
Price Written In Words      In Figures

ITEM #2

Dredging and disposal for Kinder Morgan (Tioga Marine Terminal II)

a. Mob/demob for dredging at Kinder Morgan (Lump Sum)

one hundred, five thousand and 00/100      \$ 105,000.00  
Unit Price Written In Words      In Figures

b. Total price for dredging and disposal (Column C total) for the Kinder Morgan berth, from page 3 of bid form)

five hundred, eighty thousand and 00/100      \$ 480,000.00  
Price Written In Words      In Figures

Total for Item 2 (Items 2a and 2b)

five hundred, eighty five thousand and 00/100      \$ 585,000.00  
Price Written In Words      In Figures

#11-071.9

MAINTENANCE DREDGING - VARIOUS PRPA FACILITIES  
 PROJECT NO. 11-071.9  
 FACILITY BERTH DREDGING QUANTITIES AND COSTS

Item 1

LOCATION	DESCRIPTION	Depth (including 2' overdredge)	Estimated quantity per event (CY)	Unit cost (\$/CY) for dredging and placement at disposal facility (written in figures)	Unit cost (\$/CY) for dredging and placement at disposal facility (written in words)	Extended cost (\$) (Column A * Column B)
Pier 80 South	Upriver Berth	Column → 34	A 25,000	B \$ 28.00	Twenty eight and 00/100	\$ 700,000.00
	Downriver Berth	34	25,000	\$ 28.00	Twenty eight and 00/100	\$ 700,000.00
	Downriver Berth	34	25,000	\$ 28.00	Twenty eight and 00/100	\$ 700,000.00
<b>TOTALS</b>						\$ 2,100,000.00

Item 2

LOCATION	DESCRIPTION	Depth (including 2' overdredge)	Estimated quantity per event (CY)	Unit cost (\$/CY) for dredging and placement at disposal facility (written in figures)	Unit cost (\$/CY) for dredging and placement at disposal facility (written in words)	Extended cost (\$) (Column A * Column B)
KinderMorgan Tioga Marine Terminal II	Upriver Berth	Column →	A	B		
		36	16,000	\$ 30.00	Thirty and 00/100	\$ 480,000

The award of a contract will be based on the lowest total base bid price for item #1 and item #2. PRPA reserves the option to award to one or more contractors, whichever is in the best interest of PRPA.

The Philadelphia Regional Port Authority reserves the right to adjust quantities to meet actual field conditions.

The unit prices shown for dredging (Column B) will be used as the basis of payment for actual quantities dredged.

ADD ALTERNATE - ITEM #1

Stand-By-Time (per Hour)

two thousand and 00/100  
Unit Price Written In Words

\$ 2,000.00  
Unit Price Written In Figures

PERFORMANCE OF WORK BY CONTRACTOR

I, the undersigned Contractor, shall perform on the site and with my own organization at least 20 percent of the total amount of work to be performed under this contract.

I shall perform the following work:

All dredging and disposal operations.

Percentage of work to be performed by my organization 100 %

Estimate cost of work to be performed by my organization

\$ 3,060,000.00

It is understood that the right is reserved by the Philadelphia Regional Port Authority to reject any or all bids and to waive any informalities in the bids.

The undersigned will enter into and execute a contract based upon this proposal, without delay, upon notice of award of contract, and will not withdraw this bid, prior to thirty (30) days following the date of opening of bids.

If bid is by an individual or a partnership, form must be dated and signed here:

This \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Signature of Owner or Partner

\_\_\_\_\_  
Business Name of Bidder      Type or Print Name and Title

\_\_\_\_\_  
Address, Including Zip Code      Telephone Number  
If bid is by a corporation, form must be dated and signed here by (a) President or Vice President and (b) Secretary, Assistant Secretary, Treasurer and a corporate seal affixed. If this form is not so signed, a duly certified corporate resolution authorizing form of execution used must be attached to bid.

**CORPORATE SEAL**

This 12 day of November, 2011

WEEKS MARINE, INC.

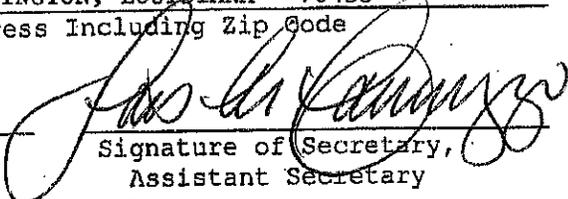
Corporate or Business Name of Bidder  
304 GAILLE DRIVE, INNWOODS BUSINESS PARK  
COVINGTON, LOUISIANA 70433

Address Including Zip Code

  
\_\_\_\_\_  
Signature of President or Vice President

J. STEPHEN CHATRY  
VICE PRESIDENT

\_\_\_\_\_  
Type or Print Name and Title

  
\_\_\_\_\_  
Signature of Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer

LOUIS A. CANNIZZO, SECT.

\_\_\_\_\_  
Type or Print Name and Title

(985) 875-2500  
\_\_\_\_\_  
Telephone Number

**MINORITY BUSINESS AND  
WOMEN BUSINESS ENTERPRISE  
PARTICIPATION LEVELS**

**THE PHILADELPHIA REGIONAL PORT AUTHORITY**  
**MINORITY BUSINESS AND WOMEN BUSINESS ENTERPRISE**  
**PARTICIPATION LEVELS**

**A. PARTICIPATION LEVELS**

1. The Commonwealth of Pennsylvania has established the following Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") minimum participation levels ("MPL's") for this project to be awarded by the Philadelphia Regional Port Authority (the "Authority"):

MBE: Ten Percent (10%)  
WBE: Two Percent (2%)

These MPL's serve exclusively as a threshold in determining Bidder responsibility. A Bidder will not be rejected as non-responsive solely because it fails to reach the MPL'S. To determine the participation levels which have been reached, a Bidder may divide the amount of the commitments by the total amount of the Bidder's Bid.

2. MBE/WBE subcontractors and manufacturers will be credited toward the MPL's at 100%. Stocking suppliers are credited at 100%. Non-stocking suppliers which are commonly and ordinarily the custom in the industry and a part of the industry's trade practice are credited at 100%; non-stocking suppliers which are not commonly and ordinarily the custom in the industry nor a part of the industry's trade practice are not credited.

3. An enterprise, which is both an MBE and a WBE will only receive credit toward the MPL's as either an MBE or WBE. Bidders must indicate on the attached MBE/WBE Solicitation/Commitment Sheet whether the enterprise is being listed as either an MBE or a WBE.

4. A MBE/WBE, which is the prime Bidder will receive no credit toward meeting the MPL's for its own work effort on this project.

5. MBE/WBE subcontractors must perform at least seventy-five percent (75%) of the cost of the subcontract, not including the cost of materials, with its own employees..

**B. RESPONSIVENESS**

1. Bidders must submit information indicating MBE's and WBE's which have been solicited, quotes which have been received (solicited and unsolicited) and those MBE's and WBE's to which commitments have been made. Documentation of such solicitations, quotes, and commitments must be submitted concurrently with the Bid on the attached MBE/WBE Solicitation/Commitment Sheet. Failure to submit the

required information as shown on the form related to MBE/WBE solicitation, quotes, and commitment is sufficient cause for rejection of the Bid as non-responsive.

2. Mailing to large numbers of MBE's and WBE's which are intended to provide notice of a contractor's interest in Bidding a contract will not be deemed solicitation, but rather will be treated as informational notification only.

3. A Bidder should only solicit MBE/WBE subcontractors, manufacturers or suppliers whose work, material, or supplies are within the project scope and are related to project line items or portions thereof, and which the Bidder reasonably believe it will choose to subcontract with or purchase from.

4. Bidders failing to meet the MPL's must submit concurrently with the Bid submission an explanation of why the MPL's have not been met. This explanation must demonstrate that the Bidder has not engaged in discriminatory practices in the solicitation and commitment of subcontracts and supply contracts.

**The Bidder must:**

- (a) Indicate whether MBE's and WBE's were solicited for each type of work the Bidder expects to subcontract for and for all materials which the Bidder expects to procure and if not, the reason(s) why no such solicitation was made;
- (b) Indicate the reason why a MBE or WBE has not been committed to for a type of subcontract work or materials in any area where a quote was received from a MBE or WBE; and
- (c) In any case where no quotations are received nor commitments made to a MBE or WBE, indicate on the attached MBE/WBE Solicitation/Commitment Sheet that no quotes were received, and there is another reason for no commitments being made, the reason for the lack of commitments.

5. If the Bidder fails to submit such documents as required, the Bid submission will be considered non-responsive and the Bid will be rejected.

### **C. RESPONSIBILITY**

1. The submittals of each Bidder are subject to review to determine whether the Bidder has discriminated in the selection of manufacturers, subcontractors and suppliers. After review of the attached MBE/WBE Solicitation and Commitment Sheet and other relevant information, the Authority's designated representative will make a recommendation concerning the most responsible Bidder to the Authority. If a Bidder

has met the MPL'S, the Authority's designated representative may presume that the Bidder has not discriminated, and that may be its recommendation to the Authority.

2. Documentation submitted by Bidder should meet the following standards for review:

- (a) The Bidder, whose action resulted in a limited or no commitment to MBE's and/or WBE'S, was not motivated by considerations of race or gender;
- (b) MBE'S and WBE'S were not treated less favorably than other businesses in the contract solicitation and commitment process; and
- (c) Solicitation and commitment decisions were not based upon policies which disparately affect MBE's and WBE'S.

3. Commitments to MBE's and WBE's made at the time of Bidding must be maintained throughout the term of the contract, unless a change in commitment to these enterprises is pre-approved by the Authority.

#### D. ACCESS TO INFORMATION

The Authority or its designated representative may obtain documents and information from any Bidder, contractor/subcontractor, supplier or manufacturer that may be required in order to ascertain Bidder or contractor responsibility. Failure to provide the requested information may result in the Bidder or contractor being declared not responsible.

#### E. MBE/WBE CERTIFICATION

1. Bidders will not be given credit for MBE/WBE manufacturers, subcontractors or suppliers which are not certified or which are not certifiable. In this context, "certifiable" means that the prospective MBE's and WBE's have evidenced to a Bidder/contractor a certification of MBE/WBE status from a federal, state, or local public body and that its application for certification has not been rejected.

2. Commonwealth certification of an entity as an MBE/WBE means only that the applicant for certification has submitted information which qualifies it as an MBE/WBE in terms of its ownership and control. Commonwealth certification does not address the ability of the MBE/WBE to perform the required services.

3. Under the Act of December 21, 1984, No 230, P.L. 210, 18 Pa.C.S.A. 4107.2, a person commits a felony of the third degree, if in the course of business, he engages in deception relating to MBE/WBE certification.

**F. PROPOSAL AS PART OF CONTRACT**

The Bid of the successful Bidder, including the completed MBE/WBE Solicitation/Commitment Sheet and accompanying documents regarding solicitation and commitments to MBE's and WBE's, will become part of the Bidder's contract with the Authority.

### EXPLANATION OF COLUMN ITEMS

1. Provide your company name, federal employment identification number, your address and telephone number.
2. Provide the contract number and point, project name, county in which project is located, and total amount of the Bid in dollars.
3. Enter the subcontractor's company name, address, zip code, telephone number with area code, and contact person's name.
4. Indicate whether or not the enterprise is a certified MBE/or the material to be supplied.
5. Briefly describe the specific work to be performed and/or the material to be supplied.
6. Enter the total dollar amount of the quote received. If the quote is received in the form of unit prices, hourly rates, etc., a total dollar amount should be provided; however, a list of items quoted with the dollar amount quoted for each item will be acceptable. Failure to include a dollar amount is a certification by the Bidder that-- no quote was received.
7. Enter the total dollar (\$) amount of the commitment.
8. Indicate minimum participation levels achieved both for MBE or WBE. These percentages may be greater than the established minimum participation levels for this project.

Pay particular attention to Notes 9, 10, and 11.

9. You must complete and submit this sheet with your Bid. If you do not complete the sheet or submit it; your Bid will be rejected as non-responsive.
10. You must include both solicited and unsolicited quotes within the scope of the work. Failure to include an enterprise providing solicited or unsolicited quotes could cause your Bid to be non-responsive.
11. Ten days is a guide. However, adequate time must be provided for subcontractors and supplier to respond to Bids.

#### Key Notes:

Mandatory items - Failure to provide mandatory items may result in rejection of the Bid as non-responsive. These items appear in columns 3, 4, 5, 6 and 7. In addition, if the minimum participation levels for this project are not achieved, you must provide written explanation on this or a separate sheet explaining the failure to achieve the MPL for

either MBE, WBE or both. Failure to provide this explanation will result in rejection of the Bid as non-responsive.

If there are any question/comments concerning this form contact the Authority directly at (215) 426-2600.

**MBE/WBE SUBCONTRACTOR AND SUPPLIER  
SOLICITATION AND COMMITMENT SHEET**

<p>(1) Company Name: WEEKS MARINE, INC. EID No.: 13-5475810 Address: 304 GAILLE DRIVE INWOODS BUSINESS PARK COVINGTON, LA 70433</p>	<p>(9) Important Note: Failure to complete this Sheet and submit it with the Bid may be sufficient cause for rejection of the Bid as non-responsive.</p>	<p>(2) Contract Number and Point: 11-071.9 Project Name: MAINTENANCE DREDGING AT VARIOUS PRPA FACILITIES County: PHILADELPHIA Bid Amt.: \$ 3,000,000.00</p>		
<p>Telephone (985) 875-2500</p>				
<p>(10) All enterprises solicited or which have provided unsolicited quotes must be included on this form.</p>				
<p>(3) Company Name, Address, Zip Code, Tel. No. with Area Code and Contact Person's Name</p>	<p>(4) Certification Number and Name of Using Agency WBE</p>	<p>(5) Type of Work to be Performed and/or Material to be Supplied</p>	<p>(6) Total Dollar Amount of Quote Received</p>	<p>(7) Total Commitment Dollar Amount</p>
<p>Filly Dills, Inc. 300 Yorktown Plaza Elkins Park, PA 19027 PO: Barbara Brown 800-536-2322</p>	<p>Phila DEO (see attached)</p>	<p>Marine grade Diesel Fuel</p>	<p>\$4.10/gal x 26,000 gal = \$106,600</p>	<p>\$0 (see attached explanation)</p>
<p>(11) Bidder's contact with subcontractors and suppliers should be at least ten (10) days prior to Bid date to ensure that solicited enterprises have sufficient time to adequately prepare a Bid.</p>			<p>Targets Established: MBE 10% WBE 2%</p>	<p>(8) Achieved: MBE 0 WBE 0</p>



City of Philadelphia  
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## Office of Economic Opportunity

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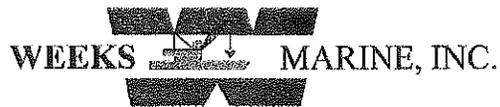
### THE OEO REGISTRY

Your search came up with the following results. [> Go back to main search.](#)

Name and Mailing Address	Contact Information
<p>Filly Oil, Inc. 300 York Town Plaza Elkins Park, PA, 19027</p>	<p><b>Name</b> Barbara Brown <b>Phone</b> 8005362322 <b>Fax</b> 2159478347 <b>Email</b> amerfilly@comcast.net</p>
Commodity Codes	Description
<p>30515 31421 31530</p>	<p>BITUMINOUS MATERIALS AND ASPHALT PRODUCTS DIESEL FUEL FUEL OIL</p>
Classification Type	
<p>WBE</p>	

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Designed & Created by MFR Consultants, Inc.



Dredging – Marine Contractors  
Stevedoring – Equipment Rentals  
Towing – Heavy Lift – Salvage

Dredging Division: 901 Beach Street, Camden, NJ 08102 (856) 963-0963 FAX: (856) 963-0723

**REGARDING: Project No. 11-071.9, Maintenance Dredging Various Facilities**

**REASON FOR NO COMMITMENT TO MBE/WBE:**

The above referenced solicitation does not lend itself to many opportunities for material supply or services. However, in an effort to obtain MBW/WBE participation, Weeks Marine sought fuel suppliers who have been properly certified to deliver marine grade diesel fuel over the water.

Weeks Marine received a quote from Filly Oil to perform such services at a rate of \$4.10 per gallon (plus taxes) delivered. The current market rate as supplied through River Associates is \$3.24 per gallon. As Filly Oil's price represents a 27% increase over the current market price, Weeks Marine did not commit to Filly Oil.



Dredging - Marine Contractors  
Stevedoring - Equipment Rentals  
Towing - Heavy Lift - Salvage

Dredging Division: 901 Beach Street, Camden, NJ 08102 (856) 963-0963 FAX: (856) 963-0723

November 14, 2011

Ms. Barbara Brown  
Filly Oil, Inc.  
3272 Manor Road  
Huntingdon Valley, PA 19006  
VIA: e-mail [amerfilly@comcast.net]

RE: PRPA Project No. 11-071.9, Maintenance Dredging Various PRPA Facilities,  
Philadelphia, Pennsylvania

Dear Ms. Brown,

Weeks Marine requests a quote for the supply and dockside delivery of approximately 26,000 gallons of Marine Grade Diesel Fuel for the above referenced contract. Weeks Marine will be working at any number of PRPA facilities, but anticipates delivery at a mutually acceptable location.

Currently, the project bids on November 17, 2011. If you are interested in submitting a quote for fuel supply/delivery for this project, please do so no later than 4 pm on November 16, 2011. Please feel free to contact me at 856-963-0963 or [eddickerson@weeksmarine.com](mailto:eddickerson@weeksmarine.com) if you have any questions regarding this matter.

Sincerely,

Eric Dickerson  
Northeast Area Business Manager  
Dredging Division

**Eric D. Dickerson**

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**From:** Barbara Brown [amerfilly@comcast.net]  
**Sent:** Monday, November 21, 2011 1:57 PM  
**To:** Eric D. Dickerson  
**Subject:** Re: Request for Quote

Yes that was the price for delivery per gallon plus any taxes

Barbara Brown  
President

FILLY OIL, INC  
Since 1983                      Fueling & Lubricating--On-Site  
   Paving Materials  
   M.W.B.E.--Paving & Road Construction  
   Trucking & Rigging

On Nov 21, 2011, at 1:45 PM, "Eric D. Dickerson" <[EDDickerson@WeeksMarine.Com](mailto:EDDickerson@WeeksMarine.Com)> wrote:

Barbara,

Please confirm that verbal quote you provided on 11/15/11: **\$4.10 delivered (cost from Taylor Oil + \$0.45/gallon).**

Eric Dickerson

Weeks Marine, Inc.

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**From:** Eric D. Dickerson  
**Sent:** Monday, November 14, 2011 4:24 PM  
**To:** 'Barbara Brown'  
**Subject:** Request for Quote

Hello Barbara,

Please see the attached request for quote for fuel deliver on the above referenced project.

Thanks,

<image001.png>

**Eric Dickerson • Weeks Marine, Inc. • Northeast Area Business Manager • Dredging Division •**

901 Beach Street, Camden, NJ 08102 • (Ph) 856-963-0963 • (Fx) 856-963-0723 • (Cell) 985-705-9673

<FILLY OIL SOLICITATION.pdf>

**Eric D. Dickerson**

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**From:** DFraktman@globalp.com  
**Sent:** Monday, November 21, 2011 2:41 PM  
**To:** scointot@k-sea.com; inlandsea@k-sea.com; dispatchers@k-sea.com; inlandsea@k-sea.com; tugdispatchers@reinauer.com; dispatcher@bouchardtransport.com; gdoms@mcallistertowing.com; fuel@wilmingtontug.com; bmchugh@pennmaritime.com; gdoms@mcallistertowing.com; 2157554709@efax.globalp.com; Philadelphia@morantug.com; dispatch@pennmaritime.com; MDellegrazie@K-Sea.com; lepstein@k-sea.com; kpeterson@osg.com; Jdodge@morantug.com; utm@morantug.com; bunkers@glander.net; Tug\_dispatchers@reinauer.com; Ed G. Thatcher; Eric D. Dickerson  
**Cc:** KGillespie@globalp.com  
**Subject:** Philadelphia / LSMGO Price quotation / River Associates Effective Date; 11/21/11 // RE SEND  
\*\*\*  
**Importance:** High

**To all :**

**Please see the daily posted price for the Port of Philadelphia PA.**

**Product: 500 ppm max**

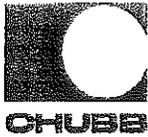
**Price: \$ 3.24 per gallon ex wharf / additional freight charges may apply through River Associates for vessel not lifting gallons ex wharf .**

**Effective date: 11/21/11 14:00 hrs until further notice**

**Contact : River Associates / Scott Cointot for operational questions 215-755-1691**

**Contact Dana Fraktman for sales and credit questions 781-398-4380 or cell 781-929-3258**

**Note: Pricing may change intermittently due to market volatility**



**CHUBB GROUP OF INSURANCE COMPANIES**

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615

Phone: (908) 903-3485

Facsimile: (908) 903-3656

Bid Bond No.: 81950834E

**AIA DOCUMENT A310™ - 2010  
BID BOND**

*Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.*

**CONTRACTOR**

*(Name, legal status and address):*

Weeks Marine, Inc.  
304 Gaille Drive, Innwoods Business Park  
Covington, LA 70433

**SURETY** *(Name, legal status and principal place of business):*

**Federal Insurance Company**  
**15 Mountain View Road**  
**Warren, N.J. 07059**

**OWNER**

*(Name, legal status and address):*

Philadelphia Regional Port Authority  
3480 N. Delaware Avenue, 2nd Floor  
Philadelphia, PA 19134

**BOND AMOUNT:**

Ten Percent (10%) of the Gross Amount of the Bid

**PROJECT:** Project No. 11-071.9

*(Name, location or address, and Project number, if any)*

Maintenance Dredging at Various PRPA Facilities

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

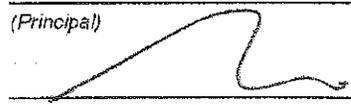
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

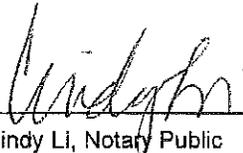
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

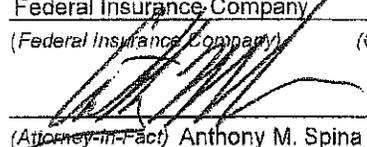
Signed and sealed this 7th

day of November, 2011

  
\_\_\_\_\_  
(Witness) Belinda F. Crawford

Weeks Marine, Inc.  
(Principal) \_\_\_\_\_ (Corporate Seal)  
  
\_\_\_\_\_  
(Title) J. Stephen Chatry, Vice President

  
\_\_\_\_\_  
(Witness) Cindy Li, Notary Public  
**CINDY LI**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 5/12/2016**

Federal Insurance Company  
(Federal Insurance Company) \_\_\_\_\_ (Corporate Seal)  
  
\_\_\_\_\_  
(Attorney-in-Fact) Anthony M. Spina



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Frank P. Costa, Kenneth C. Hegel, Jr. and Anthony M. Spina of New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 6th day of April, 2011.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset

On this 6th day of April, 2011 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr. subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 14, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY.

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department, further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 7th day of November, 2011



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2010

(in thousands of dollars)

ASSETS	LIABILITIES AND SURPLUS TO POLICYHOLDERS
Cash and Short Term Investments..... \$ 235,579	Outstanding Losses and Loss Expenses ..... \$ 12,051,257
United States Government, State and Municipal Bonds..... 10,931,173	Unearned Premiums..... 3,331,654
Other Bonds..... 4,110,731	Ceded Reinsurance Premiums Payable..... 329,476
Stocks..... 837,803	Provision for Reinsurance..... 70,491
Other Invested Assets..... 1,909,914	Other Liabilities..... 962,493
TOTAL INVESTMENTS..... 18,025,200	TOTAL LIABILITIES..... 16,745,371
Investments in Affiliates:	Special Surplus Funds..... 174,400
Chubb Investment Holdings, Inc..... 3,002,346	Capital Stock..... 20,980
Pacific Indemnity Company..... 2,424,142	Paid-In Surplus..... 3,106,808
Chubb Insurance Investment Holdings Ltd. .... 1,275,789	Unassigned Funds..... 11,015,075
Executive Risk Indemnity Inc..... 1,111,774	 
CC Canada Holdings Ltd..... 752,455	SURPLUS TO POLICYHOLDERS..... 14,317,263
Great Northern Insurance Company..... 459,252	 
Chubb Insurance Company of Australia Limited 313,107	 
Chubb European Investment Holdings SLP... 234,636	 
Vigilant Insurance Company..... 212,646	 
Other Affiliates..... 381,791	 
Premiums Receivable..... 1,441,826	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS..... \$ 31,062,634
Other Assets..... 1,427,670	
TOTAL ADMITTED ASSETS..... \$ 31,062,634	

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.  
Investments with a carrying value of \$452,427,638 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary \_\_\_\_\_ of the Federal Insurance Company  
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said  
Federal Insurance Company on December 31, 2010 is true and correct and is a true abstract of the Annual Statement of said  
Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2010.  
Subscribed and sworn to before me  
this

  
\_\_\_\_\_  
Notary Public

DOROTHY M. BAKER  
Notary Public, State of New York  
No. 31-4904994  
Qualified in New York County  
Commission Expires Sept. 14, 2013

  
\_\_\_\_\_  
Assistant Secretary

WEEKS MARINE, INC.

UNANIMOUS CONSENT OF THE  
BOARD OF DIRECTORS

The undersigned, being all of the members of the Board of Directors of Weeks Marine, Inc., a New Jersey corporation (the "Corporation"), hereby consent, pursuant to N.J.S.A. 14A:6-7.1 of the New Jersey Business Corporation Act, to the adoption of the following resolutions without a meeting and without written notice thereof:

NOW, THEREFORE, be it

**RESOLVED**, that the following persons are, as of the date hereof, officers of Weeks Marine, Inc. in the offices set forth below:

*Office:*

*Individual*

Chairman of the Board	Richard N Weeks
President & Chief Executive Officer	Richard S. Weeks
SVP, Secretary & General Counsel	Michael M. Feigin
SVP, Treasurer, CFO & Assistant Secretary	Matthew R. Reece
Senior Vice President	Eric Ellefsen
Senior Vice President	Richard MacDonald
Senior Vice President	Richard A. Heltzel
Senior Vice President	Robert G. Weeks
Senior Vice President	Thomas G. Weeks
Vice President	Louis A. Cannizzo
Vice President	J. Stephen Chatry
Vice President	Richard P. Palmer
Vice President	David P. Hafner
Assistant Vice President	Tom Boynton
Assistant Vice President	Alan England

**AND BE IT FURTHER RESOLVED**, that such officers are hereby authorized to execute on behalf of the Company such documents and contracts as are necessary to maintain and continue business of the Company.

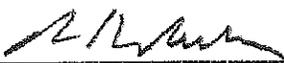
This Consent may be executed in counterparts, each of which shall be deemed an original but when taken together shall constitute one and the same document.

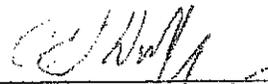
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent on or after, but effective as of the 9 day, June, 2011.

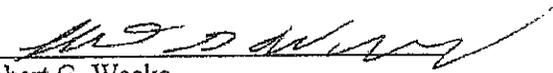
**WEEKS MARINE, INC.**

**DIRECTORS:**

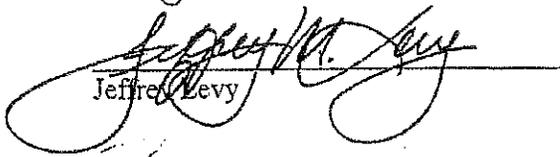
  
Richard N. Weeks

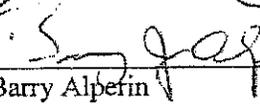
  
Richard S. Weeks

  
Thomas G. Weeks

  
Robert G. Weeks

  
David Mash

  
Jeffrey M. Levy

  
Barry Alperin

---

**CONTRACTOR RESPONSIBIITY CERTIFICATION**

Question #9 is deleted for this project #11-071.9

*Londa Powell*

## Contractor Responsibility Certification

**Instructions:** General Contractors, Construction managers or other prime contractors seeking to perform work for the Philadelphia Regional Port Authority, and all subcontractors hired by any such entity, shall be required to execute a Contractor Responsibility Certification. Generally, this Certification requires submitting firm to verify that:

It has satisfactory record of past contract performance and past law compliance that demonstrates a solid history of both technical competency and business integrity sufficient to justify receiving a Port Authority contract; and

It currently possesses all qualifications, skills, resources and other required performance capabilities needed to successfully complete the prospective contract it is seeking to perform; and

It will comply with all relevant security requirements.

### **Certification Submission Requirements:**

Firms must certify compliance with all itemized contractor responsibility standards set forth in the Contractor Responsibility Certification to be eligible to perform work for the Authority. This requires "no" answers to Items 1 through 6 and "yes" answers to Items 7 through 11 in the Certification.

Failure to submit or fully complete this Certification shall render the firm ineligible for the prospective contract.

Submission of false or misleading information or statements in connection with this Certification shall render the firm ineligible to perform work for the Authority and/or shall be considered a material breach of any contract entered and entitle the Authority to all applicable remedies available at law or in equity.

Information on Apprenticeship Training can be obtained from:

Ron Leonard, Apprenticeship and Training Representative  
U.S. Department of Labor BAT  
170 S. Independence Mall West, Suite 820 East  
Philadelphia, Pa. 19106-3315  
Telephone #215-861-4841

**Contractor Responsibility Certification**

**Firm Name:** WEEKS MARINE, INC., DREDGING DIVISION  
**Firm Address:** 304 GAILLE DR., INNWOODS BUSINESS PARK, COVINGTON, LA 70433  
**Contact Name:** ERIC DICKERSON  
**Telephone No.:** (985) 875-2500  
**Fax No.:** (985) 875-2570  
**Email Address:** eddickerson@weeksmarine.com

**Project Name:** MAINTENANCE DREDGING AT VARIOUS PRPA FACILITIES

**Project Number:** 11-071.9

The submitting firm is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes.

1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?

Yes  No

2. Has any officer, director, owner or managerial employee of the firm been convicted of a felony relating to construction, maintenance, service or repair contracting industries?

Yes  No

3. Has the firm defaulted on any project in the past three years?

Yes  No

4. Has the firm had any type of business, contracting or trade license revoked or suspended by any government agency or authority in the past three (3) years?

Yes  No

5. Has the firm been found in violation of any other law relating to its contracting business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety\* laws, by a final decision of a court or government agency authority in the past three (3) years?

Yes  No

\*For purposes of this question, violations of safety laws may be limited to serious or willful safety violations.

6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three years?

Yes  No

7. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local law to engage in the services it seeks to perform?

Yes No

8. Does the firm have all technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will it obtain same through the use of qualified, responsible subcontractors?

Yes No

DELETED

~~9. Does the firm participate in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade in which it employs workers which has apprentices and trainees currently participating. The firm shall provide proof of meeting this qualification standard by submitting appropriate documentation as an attachment to this Certification.~~

~~Yes No~~

~~A "yes" answer to this question signifies that the firm will continue to participate in applicable apprenticeship programs for the full duration of the contract work.~~

~~The firm understands and agrees that if it is a general contractor, construction manager or other prime contract and it receives a Notice of Intent to Award Contract it shall provide the Authority with a Subcontractor List that identifies any subcontractors the firm will use in connection with the project and shall also furnish Contractor Responsibility Certifications for all identified subcontractors. The firm shall provide all required subcontractor information within 14 days of receiving Notice of Intent to Award Contract.~~

10. Does the Contractor understand and agree to comply with the Maritime Security ("MARSEC") regulations requiring contractors entering PRPA facilities to have knowledge of, thorough training or equivalent job experience, in the following, as appropriate:

- (a) Relevant Provisions of the Facility Security Plan;
- (b) The meaning and consequential requirements of the different MARSEC levels as they apply to them, including emergency procedures & contingency plans;
- (c) Recognition and detection of dangerous substances and devices;
- (d) Recognition of characteristics and behavior patterns of persons who are likely to threaten security; and
- (e) Techniques used to circumvent security.

33 C.F.R. 105.215

Note: Each marine terminal maintains its own Facility Security Plan and Facility Security Officer. Due to the sensitive security information contained in such plans, they are not available for review. The Facility Security Officer for the terminal will brief you on relevant provisions of the Security Plan and application of the different MARSEC levels. Sections (c) (d) & (e) listed above apply to your operations and their interaction with the Port as a result of working on Port Facilities.

Yes  No

11. Does the contractor agree to comply with any and all access control requirements imposed upon the contractor to gain entry upon port property to perform the work if they are the successful contractor?

**Note: By answering this question in the affirmative, Contractor is certifying that it will have sufficient workforce that possess Transportation Worker Identification Credentials to gain access and properly perform the work by the date of Notice to proceed with the work. Further, in the event Contractor fails to gain entry or cannot perform work due to noncompliance, the Authority reserves the right to provide escorts to be billed to the Contractor with no increase in cost under the contract or terminate the contract for failure to perform.**

For pre-bid meetings: Contractors wishing to gain access to any PRPA facility will need valid photo identification in order to be permitted entry. In addition, at least 24 hours in advance of arriving onsite, a written list of personnel to be on site, including employees and subcontractors, must be provided to the Facility Security Officer.

Yes  No

This certification has been completed by an authorized representative of the firm that the sufficient knowledge and information to address all matter addressed herein.

I certify that the foregoing representations regarding the past performance and present qualifications of the undersigned firm are true and correct.

  
\_\_\_\_\_  
J. STEPHEN CHATRY

Print and Sign Name

VICE PRESIDENT

Title

\_\_\_\_\_  
WEEKS MARINE, NIC.

Name of Firm

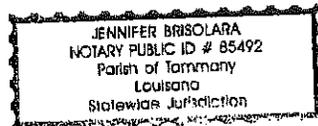
November 22, 2011

Date

Subscribed and Sworn to  
before me this 22<sup>nd</sup> day  
of NOVEMBER, 2011

Notary Public

Jennifer Brisolara  
My Commission Expires: at death





**Philadelphia Regional Port Authority**

November 14, 2011

**To:** All Bidders  
**From:** Donna Rowell, C.P.M.  
Director of Procurement  
**Re:** ADDENDUM NO. 1 to Project #11-071.9  
Maintenance dredging various PRPA facilities

This Addendum No. 1 is issued to:

- 1) Extend closing date to 2:00 p.m. Tuesday, November 22, 2011.
- 2) Amend the bid document to require that all work must be completed by January 31, 2012.
- 3) Respond to questions that were received:
  - Q1) Project Specification page 2, paragraph 1 states that "Dredging for these facilities MUST commence prior to December 15, 2011." The specifications do not indicate any penalty if a contractor fails meet this state date for any reason. What is the penalty if a contractor doesn't commence prior to December 15, 2011?
    - A1) Liquidated damages will be assessed at the rate in the general conditions for every day the contractor is responsible for dredging that does not occur from December 15, 2011 until dredging commences.
  - Q2) General Conditions page 33, paragraph "2. Liquidated Damages" states that... "the Authority's remedy shall be to recover from the contractor as liquidated damages, and not as a penalty, the contract sum multiplied by 0.002 for each and every working day that the work remains incomplete." However, no date for completion is stated within the contract documents. What is the required completion date for this contract?
    - A2) The bid document is amended to require that all work must be completed by January 31, 2012.
  - Q3) In connection with this solicitation, please provide the following.  
Hydrographic soundings depicting the dredge footprint for the following:
    - Pier 80 South, Upriver Berth and Downriver Berth
    - Pier 82 South, Downriver Berth
    - Tioga Marine Terminal 11, Upriver Berth
    - A3) See documents attached to this Addendum.
  - Q4) Please provide the New Jersey WQC for Pier 80 South, South Berth.

- A4) See documents attached to this Addendum.
- Q5) Please provide the New Jersey WQC for Pier 80 South, North Berth; Kinder Morgan; and Pier 82; if/when available prior to the time of bid.
- A5) Not available at this time.
- Q6) Relative to the berths to be dredged on the above project, we understand that "the PRPA has submitted characterization sampling data to the Pennsylvania Department of Environmental Protection (PADEP) for proposed placement of material at the Biles Island Facility" in accordance with PRPA's recent solicitation specification for Maintenance Dredging Various - Project No. 10-097.9, see attached. Is this outlet still available for this material on Project # 11-071.9 and could a line item be added to the bid form for this option?
- A6) At the time that solicitation 10-097.9 was out for bid, Biles Island was the only facility available. When that bid was cancelled, a new solicitation was made early in 2011, at which time permitting issues at the White's Basin facility were resolved. Due to the availability of the White's basin facility and the lack of a timely response from PADEP, water quality certificates were pursued through NJDEP. These same facilities are included in this solicitation, and since the process had already been started with NJDEP, WQCs are being sought from NJDEP for the facilities under this solicitation. The next dredging solicitation will request pricing options for placement of material in either PADEP or NJDEP-permitted facilities.
- Q7) I just reviewed the bid documents for the Port of Philadelphia and noticed that site plans for the various along with the dump sites were not included with the bid documents. Are plans available for review?
- A7) Reference hydrographic surveys.

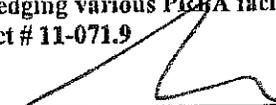
All other terms and conditions remain unchanged.

Bidders shall acknowledge receipt of this addendum by immediately faxing a copy of the completed acknowledgment to Donna Powell at 215-426-6800.

---

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM NO. 1**  
 Maintenance dredging various PRPA facilities  
 Project # 11-071.9

Date 11/15/11

By 

J. STEPHEN CHATRY  
 VICE PRESIDENT

Company WEEKS MARINE, INC.

Telephone (985) 875-2500

Fax (985) 875-2570

\* \* \* COMMUNICATION RESULT REPORT ( NOV. 15. 2011 4:41PM ) \* \* \*

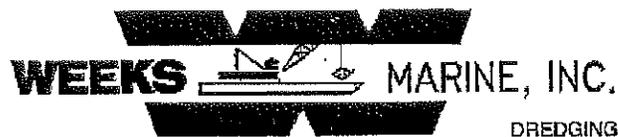
TTI

TRANSMITTED/STORED: NOV. 15. 2011 4:40PM

FILE MODE	OPTION	ADDRESS (GROUP)	RESULT	PAGE
884	MEMORY TX	12154266800	OK	3/3

REASON FOR ERROR  
 E-1) HANG UP OR LINE FAIL  
 E-3) NO ANSWER

E-2) BUSY  
 E-4) NO FACSIMILE CONNECTION



DREDGING - MARINE CONTRACTORS  
 STEVEDORING - EQUIPMENT RENTALS  
 TOWING - HEAVY LIFT - SALVAGE

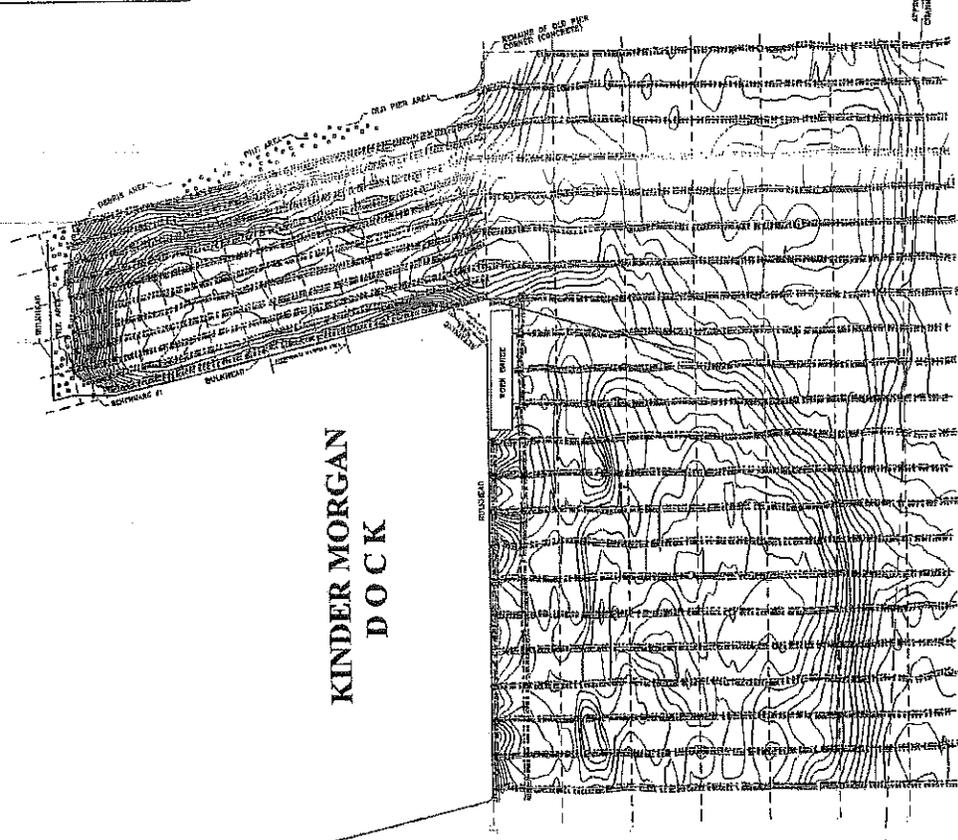
Dredging Division • 304 Gaille Drive • Covington, LA 70433 • (985) 875-2500 • Fax (985) 875-2570

Date: Nov 15, 2011

To: Donna Powell  
(915) 426-6800

From: Delia Crawford

VICINITY MAP



# KINDER MORGAN DOCK

# DELAWARE RIVER

(FISHER POINT RANGE)

- NOTES:**
1. ALL SOUNDINGS ARE IN FEET AND TENTHS AND REFER TO USACE MEAN LOW WATER.
  2. ALL SOUNDINGS ARE NEGATIVE UNLESS SHOWN WITH A PLUS (+) SIGN.
  3. SOUNDINGS ARE BASED ON THE DATUM OF MEAN LOW WATER.
  4. MANUFACTURE AREA ARE USED TO ENTER SOUNDING DATA.
  5. INTAKE SOFTWARE USED FOR NAVIGATION AND POST PROCESSING.
  6. THIS INFORMATION IS PROVIDED AS IS AND IS NOT TO BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME.
  7. DOCKS AND PIER STRUCTURES WERE MEASURED BY SURVEYORS BY THE SURVEYOR'S OWN MEASUREMENTS.
  8. BENCHMARK #1 IS 2.00 MILES IN A ROW (HORIZONTAL) OF A PIER WITH AN ELEVATION OF 8.00 USACE MEAN LOW WATER.
  9. USACE MEAN LOW WATER IS A PATENTED SURVEY ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
  10. ---DISCLAIMER--- THIS PATHEMATIC SURVEY IS TO BE USED FOR PLANNING PURPOSES. KINDER MORGAN MAKES NO WARRANTY THAT THE BENT AS INDICATED WILL BE THE SAME WHEN THE VESSEL ARRIVES AT THE FACILITY.
  11. IMPORTANT CONTACT INFORMATION:  
KINDER MORGAN LIQUID TERMINAL  
PHILADELPHIA TERMINAL
  12. KINDER MORGAN LIQUID TERMINAL  
PHILADELPHIA TERMINAL  
MAIN NUMBER (215) 634-3001  
PORT SUPERVISOR EXTENSION 77201  
OPERATIONS SUPERVISOR EXTENSION 77222  
CUSTOMER SERVICE EXTENSION 77226

NO.	DATE	DESCRIPTION	BY

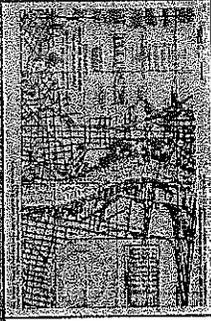
  

PROJECT:	DEPTH 1 & BERTH 2
CONSTRUCTION SURVEY	SHEET X OF 10
DATE:	
SCALE:	
DATE OF SURVEY:	
DATE OF PLOT:	
DATE OF CHECK:	
DATE OF APPROVAL:	
DATE OF REVISION:	
DATE OF FINAL:	

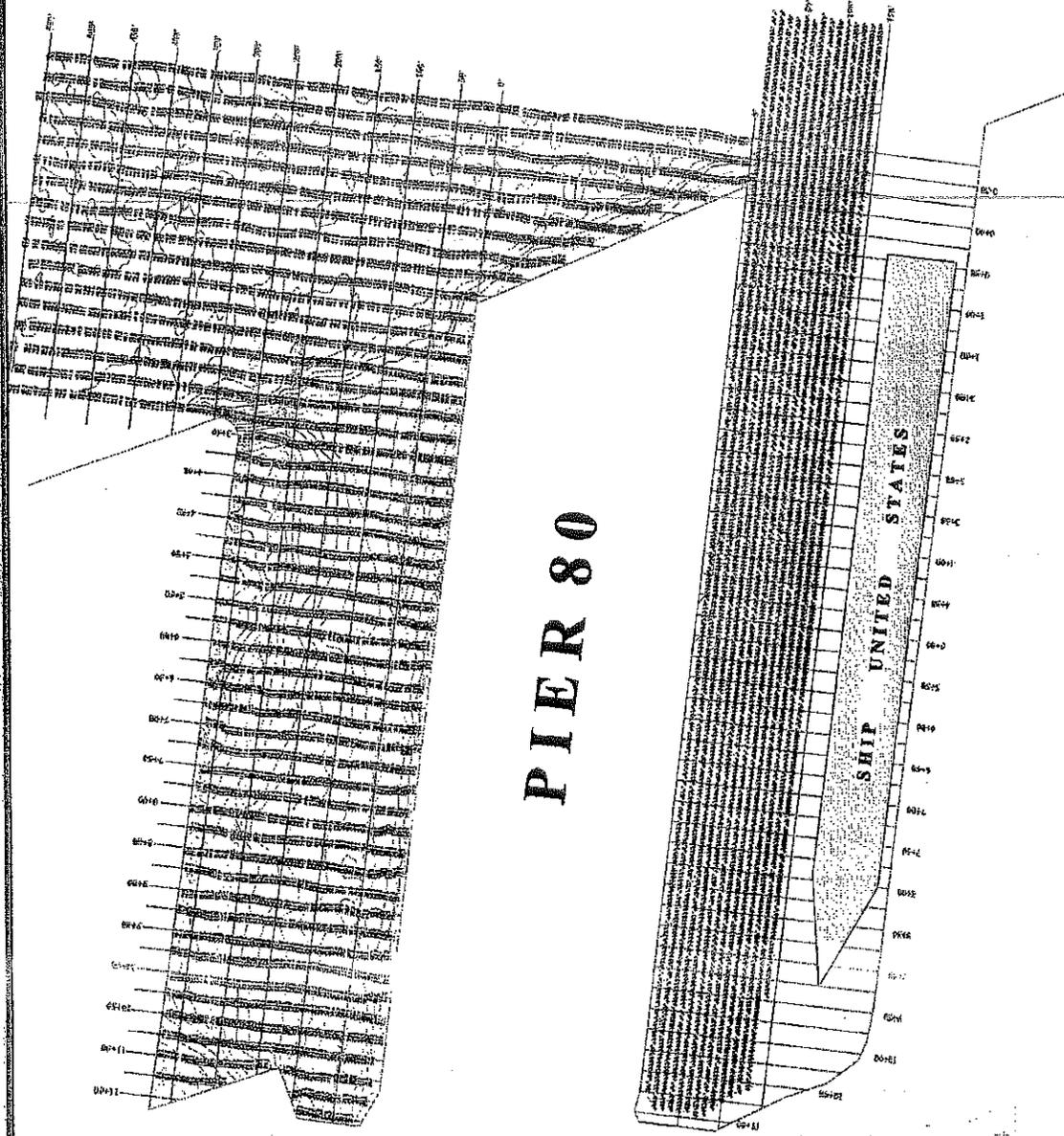
HYDROGRAPHIC SURVEYS	11-KIND-09/022-5674-2887
PHILADELPHIA TERMINAL	
3300 NORTH BELMONT AVE.	
PHILA. PA 19134	





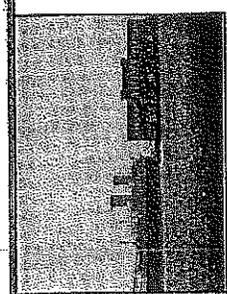
VICINITY MAP

# DELAWARE RIVER



# PIER 80

SHIP UNITED STATES



10-PUB-N/A-6568-21032

**HYDROGRAPHIC SURVEYS**  
NAVY DEPARTMENT  
WASHINGTON, D.C.

PHILADELPHIA REGIONAL DISTRICT AUTHORITY  
NAVY DEPARTMENT  
PHILADELPHIA, PA.

PHILADELPHIA REGIONAL DISTRICT AUTHORITY  
NAVY DEPARTMENT  
PHILADELPHIA, PA.

NS  
NO  
ATD  
1-50

**PETER H. SOUTH & SONS**  
SURVEYORS  
PHILADELPHIA, PA.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY

P.O. BOX 420

MAIL CODE #401-06

TRENTON, NEW JERSEY 08625-0420

(609) 292-1250

FAX: (609) 777-1914

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

BOB MARTIN  
Commissioner

February 24, 2011

Ms. Lisa Magee  
Philadelphia Regional Port Authority  
3460 North Delaware Avenue, Floor 2  
Philadelphia, PA 19134

RE: CZM Consistency Determination / Water Quality Certificate / Acceptable Use Determination  
NJDEP File No: 0000-11-0002.1, CDT110001  
Project: Philadelphia Regional Port Authority - Maintenance Dredging  
Packer Avenue Marine Terminal and Pier 80 South Berth  
Philadelphia Pennsylvania

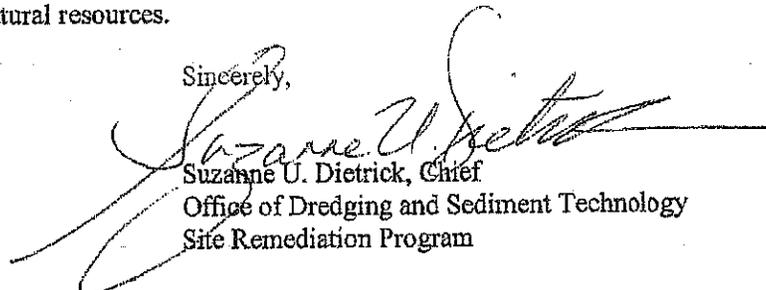
Dear Ms. Magee:

Enclosed, please find an approved Consistency Determination, Water Quality Certificate and Acceptable Use Determination. Please read the permit and its terms and conditions carefully. If you consider yourself aggrieved by our decision regarding your application, you may request a hearing by completing the requirements of the attached *Administrative Hearing Request Checklist and Tracking Form*. Unless you request a hearing to contest this permit or its conditions, you have accepted its terms and conditions.

You are required to keep a copy of your permit and the approved drawings at the construction site for the duration of the project. Failure to do so is a violation of the permit.

Please contact the Office's project manager, listed on the first page of the permit, to discuss any concerns or questions you may have. Thank you for working with the staff of the Office to protect our State's natural resources.

Sincerely,



Suzanne U. Dietrick, Chief  
Office of Dredging and Sediment Technology  
Site Remediation Program

c: David Caplan, USACE, Philadelphia District-Regulatory Branch  
James Newbold, PADEP, Watershed Management  
Sonny Rutkowski, WESTON Solutions  
Barry Doney, American Atlantic Company

ADJUDICATORY HEARING REQUEST CHECKLIST AND TRACKING FORM

I. Permit Being Appealed:

Facility Name \_\_\_\_\_

Issuance Date of Final Permit Decision \_\_\_\_\_

Permit Number \_\_\_\_\_

II. Person Requesting Hearing:

Name/Organization \_\_\_\_\_

Name of Attorney (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

Address of Attorney \_\_\_\_\_

Telephone Number \_\_\_\_\_

Telephone Number of Attorney \_\_\_\_\_

III. Please include the following information as part of your request:

- A. The date the permittee received the permit;
- B. A copy of the Denial of Permit and a list of all issues being appealed;
- C. The legal and factual questions at issue;
- D. A statement as to whether you raised each legal and factual issue during the public comment period;
- E. An estimate of the amount of time required for the hearing;
- G. A request, if necessary, for a barrier-free hearing location for disabled persons;
- H. A clear indication of any willingness to negotiate a settlement with the Department prior to the Department's processing of your hearing request to the Office of Administrative Law; and
- I. This form, completed, signed and dated with all of the information listed above, including attachments, to:
  - 1. Office of Legal Affairs  
ATTENTION: Adjudicatory Hearing Requests  
Department of Environmental Protection  
401 East State Street  
PO Box 402, Trenton, New Jersey 08625-0402
  - 2. Suzanne Dietrick, Chief  
Office of Dredging and Sediment Technology  
401 East State Street  
PO Box 028, Trenton, New Jersey 08625-0029
  - 3. Any other person named on the permit (if you are a permittee under that permit).
  - 4. The permittee(s) (if you are a person seeking consideration as a party to the action).

IV. Signature: \_\_\_\_\_

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



**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SITE REMEDIATION PROGRAM  
OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY  
401 East State Street, P.O. Box 420**



Trenton, NJ 08625  
Phone: (609) 292-1250  
FAX: (609) 777-1914

## PERMIT

In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.

Approval Date: February 24, 2011		Expiration Date: February 23, 2016	
Permit Number/s:  0000-11-0002.1, CDT110001	Type of Approval/s:  Consistency Determination Water Quality Certificate, Acceptable Use Determination	Enabling Statute/s:  NJSA 12:5-3 NJSA 58:10A	
Applicant:  Philadelphia Regional Port Authority 3460 North Delaware Avenue, Floor 2 Philadelphia, PA 19134		Project Location  Philadelphia Regional Port Authority Packer Avenue Marine Terminal, Packer Avenue Pier 80 - South Berth, Snyder Avenue Philadelphia, Pennsylvania	
Description of Authorized Activities and Limit of Disturbance:  Maintenance dredging at the Philadelphia Regional Port Authority Packer Avenue Marine Terminal and Pier 80 South Berth located in Philadelphia, Pennsylvania. Dredging shall occur by mechanical method using a closed-clamshell environmental bucket. Dredged material will be managed at the American Atlantic Company Whites Basin dredged material management facility located in Logan Township, Gloucester County.  Subsequent dredging events may be authorized during the 5-year permit term subject to the conditions of the Acceptable Use Determination.  Dredging shall be limited to the project depth shown on the approved plans. Two feet (2') of allowable overredge is authorized for all areas. The dredging project is shown on plans titled, "Packer Ave. Marine Terminal - Philadelphia, PA, Condition Hydrographic Survey" (1 sheet), dated July 19, 2010, and prepared by S. T. Hudson Engineers, Inc.; and "Fathometric Survey Prepared For: Philadelphia Regional Port Authority, 3460 North Delaware Avenue, Philadelphia, PA 19134" (1 sheet), dated April 1, 2010, and prepared Hydrographic Surveys.  <b><u>THIS PERMIT IS NOT EFFECTIVE AND NO CONSTRUCTION APPROVED BY THIS PERMIT, OR OTHER REGULATED ACTIVITY, MAY BE UNDERTAKEN UNTIL THE APPLICANT HAS SATISFIED ALL PRE-CONSTRUCTION CONDITIONS AS SET FORTH IN THIS PERMIT PURSUANT TO N.J.A.C. 7:27E-1.5(b).</u></b>			
Prepared by: <u>Mark C. Davis</u> Mark C. Davis		Date: <u>02/24/2011</u>	
<b>This permit is not valid unless authorizing signature appears on the last page.</b>			

**STANDARD CONDITIONS:**

**1. Extent of approval:**

- a This document grants permission to perform certain activities that are regulated by the State of New Jersey. The approved work is described by the text of this permit and is further detailed by the approved drawings listed herein. All work must conform to the requirements, conditions and limitations of this permit and all approved drawings.
- b If you alter the project without prior approval, or expand work beyond the description of this permit, you may be in violation of State law and may be subject to fines and penalties. Approved work may be altered only with the prior written approval of the Department.
- c You must keep a copy of this permit and all approved drawings readily available for inspection at the work site.

**2. Acceptance of permit:** If you begin any activity approved by this permit, you thereby accept this document in its entirety, and the responsibility to comply with the terms and conditions. If you do not accept or agree with this document in its entirety, **do not begin** construction. You are entitled to request an appeal within a limited time as detailed on the attached *Administrative Hearing Request Checklist and Tracking Form*.

**3. Notice of Construction:** You must notify the Department in writing prior to beginning any work approved by this permit

**4. Expiration date:** All activities authorized by this permit must be completed by the expiration date shown on the first page unless otherwise extended by the Division. At that time, this permit will automatically become invalid and none of the approved work may begin or continue until a replacement permit is granted. (Some permits may qualify for an extension of the expiration date. Please contact the Department for further information.)

**5. Rights of the State:**

- a This permit is revocable and subject to modification by the State with due cause.
- b Representatives from the State have the statutory authority to enter and inspect this site to confirm compliance with this permit and may suspend construction or initiate enforcement action if work does not comply with this permit.
- c This permit does not grant property rights. The issuance of this permit shall not affect any action by the State on future applications, nor affect the title or ownership of property, nor make the State a party in any suit or question of ownership.

**6. Other responsibilities:** You must obtain all necessary local, Federal and other State approvals before you begin work.

Consistency Determination and Water Quality Certificate

The Rules on Coastal Zone Management (N.J.A.C. 7:7E) constitute New Jersey's enforceable policies under its federally approved Coastal Zone Management Program. The Philadelphia Regional Port Authority maintenance dredging project has been reviewed for consistency with the Rules on Coastal Zone Management, and for potential water quality impacts.

The project has been reviewed under the following Rules of Coastal Zone Management: Finfish Migratory Pathways (7:7E-3.5), Navigational Channels (7:7E-3.7), Endangered or Threatened Wildlife or Plant Species Habitat (7:7E-3.38), Maintenance Dredging (7:7E-4.6), Dredged Material Disposal (7:7E-4.8), Dredged Material Placement on Land (7:7E-7.12), Marine Fish and Fisheries (7:7E-8.2), and Water Quality (7:7E-8.4).

Based on the information provided in the application, the Office of Dredging and Sediment Technology hereby certifies that the subject project is consistent with the Rules on Coastal Zone Management, and has determined that the project is not likely to cause a violation of New Jersey's Surface Water Quality Standards (N.J.A.C. 7:9B-1.1 *et seq.*) provided that the specific conditions noted below are met. Therefore, this consistency determination includes the State's Water Quality Certification pursuant to Section 401 of the federal Water Pollution Control Act (33 USC 1251 *et seq.*) subject to specific conditions listed below.

This determination and certification is contingent upon compliance with the following conditions:

1. All necessary local, Federal, and other State approvals must be obtained by the applicant prior to the commencement of the authorized activities.
2. Prior to the initiation of dredging the permittee shall receive United States Army Corps of Engineering authorization for the project. A copy of said authorization shall be forwarded to this office upon receipt.
3. Dredging shall comply with the restricted time periods specified in the Delaware Basin Fish and Wildlife Management Cooperative's dredging schedule as currently modified.
4. Dredging shall be limited to the following authorized project depths. Two feet (2') of allowable overdredge is authorized for all areas.

Facility	Project Depth
Packer Ave. Marine Terminal	-40' MLW
Pier 80 - South Berth	-32' MLW

5. Sediment sampling shall be required prior to each subsequent dredging event. See Acceptable Use Determination condition #3 below.
6. Dredging shall occur using a closed clamshell environmental bucket.

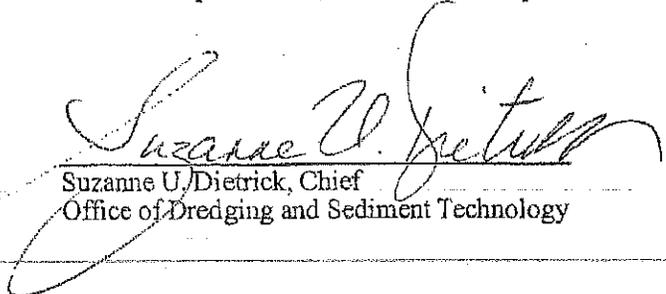
7. The dredge shall be operated so as to control the rate of descent of the bucket so as to maximize the vertical cut of the clamshell bucket while not penetrating the sediment beyond the vertical dimension of the open bucket (i.e. overfilling the bucket). This will reduce the amount of free water in the dredged material, will avoid overfilling the bucket, and minimize the number of dredge bucket cycles needed to complete the dredging contract.
8. Dredged material shall be deliberately placed within barges in order to prevent spillage of material overboard. The gunwales of the dredge scows shall not be rinsed during dredging.
9. Pre- and post-dredge surveys shall be performed for each dredging event. The results of these surveys and a calculation of the quantity of dredged material removed shall be submitted to the Office of Dredging and Sediment Technology within ninety (90) days of completion of each dredging event.
10. Violations of any of the conditions of this Water Quality Certificate will be considered violation of the New Jersey Water Pollution Control Act, NJSA 58:1-A-1 et seq., and subject to the penalties included therein.

#### ACCEPTABLE USE DETERMINATION

1. The in-situ volume of sediment to be dredged for the Packer Avenue Marine Terminal is eighty seven thousand one hundred fifty-four cubic yards (87,154 yds<sup>3</sup>) based on the hydrographic survey dated July 2010. The in-situ volume of sediment to be dredged for the Pier 80 – South Berth is twenty two thousand forty cubic yards (22,040 yds<sup>3</sup>) based on the hydrographic survey dated July 2010.
2. This permit authorizes the placement of approximately one hundred fourteen thousand cubic yards (114,000 yds<sup>3</sup>) of dredged material at the American Atlantic Company Whites Rehandling Basin located in Logan Township, Gloucester County. Subsequently, the dredged material will be hydraulically pumped into one of the adjacent upland confined disposal facilities (Area I or Area II) for final placement. This quantity is approximated based on existing hydrographic surveys and anticipated sedimentation rates. Actual volumes will be calculated by pre- and post-dredge surveys.
3. Subsequent maintenance dredging events may be authorized under this permit subject to the following conditions:
  - a) Written authorization for each subsequent maintenance dredging event, in the form of a modification to this Acceptable Use Determination, must be obtained from the Office of Dredging and Sediment Technology prior to said event.
  - b) Requests for authorization for subsequent maintenance dredging events shall include the following:
    - i. Sediment sampling results obtained in accordance with a sampling plan approved by the Office of Dredging and Sediment Technology;
    - ii. Current hydrographic survey including a calculation of the quantity of sediment to be dredged; and

- iii. Written consent from the proposed dredged material management site to accept the specified quantity of dredged material.
4. Any alternate disposal/use location must obtain all required state, local and federal permits.

2/24/11  
DATE

  
Suzanne U. Dietrick, Chief  
Office of Dredging and Sediment Technology



**Philadelphia Regional Port Authority**

November 17, 2011

To: All Bidders

From: Donna Powell, C.P.M.  
Director of Procurement

Re: **ADDENDUM NO. 2 to Project #11-071.9**  
**Maintenance Dredging at Various PRPA Facilities**

This Addendum No. 2 is issued to:

1. Change the project title from "On Call Maintenance Dredging at Various PRPA Facilities" to **Maintenance Dredging at Various PRPA Facilities**. This is no longer an "on call" project.

All other terms and conditions remain unchanged.

Bidders shall acknowledge receipt of this addendum by immediately faxing a copy of the completed acknowledgment to Donna Powell at 215-426-6800.

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM NO. 2**  
**Project # 11-071.9**  
**Maintenance Dredging at Various PRPA Facilities**

Date 11/18/11

By 

J. STEPHEN CHATRY, VICE PRESIDENT

Company WEEKS MARINE, INC.

Telephone (985) 875-2500

Fax (985) 875-2570

\* \* \* COMMUNICATION RESULT REPORT ( NOV. 18. 2011 10:45AM ) \* \* \*

TTI

TRANSMITTED/STORED: NOV. 18. 2011 10:44AM

FILE MODE	OPTION	ADDRESS (GROUP)	RESULT	PAGE
890	MEMORY TX	12154266800	OK	2/2

REASON FOR ERROR  
 E-1) HANG UP OR LINE FAIL  
 E-3) NO ANSWER

E-2) BUSY  
 E-4) NO FACSIMILE CONNECTION



DREDGING - MARINE CONTRACTORS  
 STEVEDORING - EQUIPMENT RENTALS  
 TOWING - HEAVY LIFT - SALVAGE

Dredging Division • 304 Galle Drive • Covington, LA 70433 • (985) 876-2500 • Fax (985) 876-2570

Date: Nov 18 2011

To: Donna Powell  
(215) 426-7800

From: Diane Crawford



City of Philadelphia  
 Department of  
 Licenses & Inspections  
 P.O. BOX 53360  
 Philadelphia, Pa. 19106

DISPLAY PROMINENTLY  
 if required by law

BUSINESS PRIVILEGE LICENSE  
 WEKS MARINE INC  
 0

THIS LICENSE IS GRANTED TO THE PERSON AND LOCATON FOR THE PURPOSE STATED ABOVE.  
 IT IS SUBJECT TO IMMEDIATE CANCELLATION BY THIS DEPARTMENT FOR VIOLATIONS OF  
 CITY ORDINANCES AND REGULATIONS. INQUIRIES 686-2480.

LICENSE CODE	LICENSE NO.	BUSINESS TAX	EXPIRES LAST DAY OF	CURRENT FEE	DELINQUENT FEE	PENALTY	TOTAL
3702	092349	6224901		0.00	0.00	0.00	0.00

WEKS MARINE INC  
 216 NORTH AVENUE EAST  
 CRANFORD NJ 070160000

PAID THIS AMOUNT 200.00  
 ON DATE 09/21/94

LICENSE

LICNSE (REV. 8/93)

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

3.30.10

**PRODUCER**

FRENKEL & CO., INC.  
 New York, NY 10019  
 350 Hudson Street - 4<sup>th</sup> Floor  
 New York, New York 10014  
 Phone No. 212-488-1828  
 Fax No. 212-488-0323

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER A Indemnity Insurance Co. of N. A.  
 COMPANY LETTER B North River Insurance Co.  
 COMPANY LETTER C XL Specialty Ins. Co./Navigators Ins. Co./New York Marine & General Ins. Co.  
 COMPANY LETTER D Hartford Fire Insurance Co.  
 COMPANY LETTER E - The Northern Assurance Co. of America/AGCS Marine Ins. Co./National Union Fire Ins. Co. of Pittsburgh, PA./Indemnity Ins. Co. of N. A. F - The Northern Assurance Co. of America/AGCS Marine Ins. Co./National Union Fire Ins. Co. of Pittsburgh, PA./Indemnity Ins. Co. of N.A. - G - Great American Ins. Co. of New York H - North River Ins. Co. - I - Lloyds J - Great American Ins. Co. of New York/ One Beacon Ins. Co./AGCS Marine Ins. Co. K - Lexington Ins. Co. L - The Northern Assurance Co. of America/AGCS Marine Ins. Co./National Union Fire Ins. Co. of Pittsburgh, PA./Indemnity Ins. Co. of N. A./Vallant Insurance Group

**INSURED**

Weeks Marine, Inc. & Subsidiary Companies  
 4 Commerce Drive  
 Cranford, New Jersey 07016-3598

**COVERAGE**

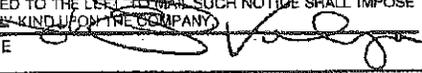
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> <input type="checkbox"/>	N00971327-005	03/31/10	03/31/11	GENERAL AGGREGATE \$2,000,000. PRODUCTS-COMP/OP AGG. \$1,000,000. PERSONAL & ADV. INJURY \$1,000,000. EACH OCCURRENCE \$1,000,000. FIRE DAMAGE (Any one Fire) \$ 250,000. MED. EXPENSE (Any one person) \$ 5,000.
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	133-7292441	03/31/10	03/31/11	COMBINED SINGLE LIMIT \$1,000,000. BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$
C	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	10/018	03/31/10	03/31/11	EACH OCCURRENCE \$50,000,000. AGGREGATE \$
D	<b>WORKER'S COMPENSATION AND EMPLOYERS LIABILITY</b>	21WEOB4294	03/31/10	03/31/11	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$1,000,000. DISEASE-POLICY LIMIT \$1,000,000. DISEASE-EACH EMPLOYEE \$1,000,000.
E G L F F G H I J K	<b>OTHER</b> Hull, Machinery 10/015 1 <sup>st</sup> Excess Hull, Machinery H 764 64 14-15 03/31/10 10/017 03/31/11 2 <sup>nd</sup> Excess Hull, Machinery 10/017 03/31/10 Protection & Indemnity 10/016 03/31/10 Crew 10/016 03/31/10 Pollution Liability H 348 89 01-11 03/31/10 Contractors Equipment H 764 64 74-13 03/31/10 Excess Automobile Liability 531-7451514 03/31/10 USL&H A73059001-03 03/31/10 Excess Liability 10/019 03/31/10 Contractors Pollution Legal CPL2776089 03/31/10				Max.Sum Ins. \$25,000,000. Limit: \$5,000,000. CSL Limit: \$3,000,000. CSL Limit: \$5,000,000. Limit: \$2,000,000 Max Limit: \$1,000,000. Limit: \$2,000,000 \$50,000,000 Excess of Primary \$50,000,000 Limit: \$10,000,000. Occ./ \$10,000,000. Agg.

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY.

AUTHORIZED REPRESENTATIVE 

**EXHIBIT "C"**

**THE PERFORMANCE BOND**



# CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615

Phone: (908) 903-3485

Facsimile: (908) 903-3656

Bond No. 81950834E

## AIA DOCUMENT A312™ - 2010 PERFORMANCE BOND

*Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.*

### CONTRACTOR

*(Name, legal status and address):*

Weeks Marine, Inc.  
304 Gaille Drive, Innwoods Business Park  
Covington, LA 70433

*SURETY (Name and principal place of business):*

**Federal Insurance Company**  
**15 Mountain View Road**  
**Warren, N.J. 07059**

### OWNER

*(Name, legal status and address):*

Philadelphia Regional Port Authority  
3460 N. Delaware Avenue, 2nd Floor  
Philadelphia, PA 19134

### CONSTRUCTION CONTRACT

Date: November 28, 2011

Amount: \$3,060,000.00 Three Million Sixty Thousand and 00/100 Dollars

Description *(Name and location)*: State Project No. 11-071.9 Maintenance Dredging at Various PRPA Facilities

### BOND

Date *(Not earlier than Construction Contract Date)*: November 28, 2011

Amount: \$3,060,000.00 Three Million Sixty Thousand and 00/100 Dollars

Modifications to this Bond:  None  See Section 16

### CONTRACTOR AS PRINCIPAL

Company:  *(Corporate Seal)*  
Weeks Marine, Inc.

Signature: \_\_\_\_\_  
Name and Title: J. Stephen Chatry, Vice President

### SURETY

Company:  *(Corporate Seal)*  
**Federal Insurance Company**

Signature: \_\_\_\_\_  
Attorney-in-Fact Name: Anthony M. Spina

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY --- Name, address and telephone)*

AGENT or BROKER:

Frenkel & Company  
601 Plaza 3, 6th Floor  
Harborside Financial Plaza  
Jersey City, NJ 07311

OWNER'S REPRESENTATIVE *(Architect, Engineer or other party)*:

**8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**18 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

**18.1** "Claim notices for FEDERAL INSURANCE COMPANY must be sent to the following address: Chubb Group of Insurance Companies, 600 Independence Parkway, Chesapeake, Virginia 23327, Attention: Surety Support Team."

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTORS AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**Federal Insurance Company**

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

Name and Title:

Address:

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

Name and Title:

Address:

ACKNOWLEDGEMENT

NOTE: Persons signing in more than one capacity (i.e. president and as individual) must be acknowledged for each capacity.

State of New Jersey, County of Hudson } SS
On the 28th day of November 2011 Before me, Cindy Li, personally appeared Anthony M. Spina as Attorney in Fact of the Federal Insurance Company
CINDY LI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/12/2016
OPTIONAL
Individual Corporate Officer Attorney-in-Fact Partner - Limited Partner - General Trustee Guardian or Conservator Titles(s): Other:

State of County of } SS
On the day of 20 Before me, personally appeared
OPTIONAL
Individual Corporate Officer Attorney-in-Fact Partner - Limited Partner - General Trustee Guardian or Conservator Titles(s): Other:

State of County of } SS
On the day of 20 Before me, {name of notary public}, personally appeared {signatory name and capacity}
OPTIONAL
Individual Corporate Officer Attorney-in-Fact Partner - Limited Partner - General Trustee Guardian or Conservator Titles(s): Other:



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

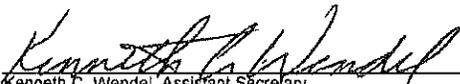
**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

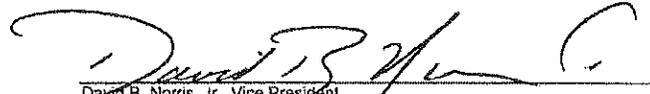
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Frank P. Costa, Kenneth C. Hegel, Jr. and Anthony M. Spina of New York -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **6th** day of **April**, 2011.

  
\_\_\_\_\_  
Kenneth C. Wendel, Assistant Secretary

  
\_\_\_\_\_  
David B. Norris, Jr., Vice President

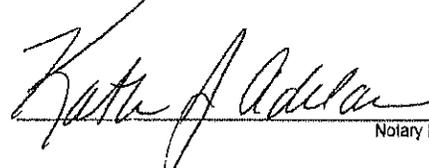
STATE OF NEW JERSEY  
County of Somerset ss.

On this **6th** day of **April**, 2011 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr. subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence

Notarial Seal



**KATHERINE J. ADELAAR**  
**NOTARY PUBLIC OF NEW JERSEY**  
No. 2316685  
Commission Expires July 16, 2014

  
\_\_\_\_\_  
Notary Public

**CERTIFICATION**

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**.

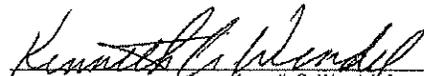
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **28th** day of **November**, 2011



  
\_\_\_\_\_  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

**DECEMBER 31, 2010**

(in thousands of dollars)

<i>ASSETS</i>	<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>
Cash and Short Term Investments..... \$ 235,579	Outstanding Losses and Loss Expenses ..... \$ 12,051,257
United States Government, State and Municipal Bonds..... 10,931,173	Unearned Premiums..... 3,331,654
Other Bonds..... 4,110,731	Ceded Reinsurance Premiums Payable..... 329,476
Stocks..... 837,803	Provision for Reinsurance..... 70,491
Other Invested Assets..... 1,909,914	Other Liabilities..... 962,493
<b>TOTAL INVESTMENTS..... 18,025,200</b>	<b>TOTAL LIABILITIES..... 16,745,371</b>
Investments in Affiliates:	Special Surplus Funds..... 174,400
Chubb Investment Holdings, Inc..... 3,002,346	Capital Stock..... 20,980
Pacific Indemnity Company..... 2,424,142	Paid-In Surplus..... 3,106,808
Chubb Insurance Investment Holdings Ltd. ... 1,275,789	Unassigned Funds..... 11,015,075
Executive Risk Indemnity Inc..... 1,111,774	
CC Canada Holdings Ltd. .... 752,455	<b>SURPLUS TO POLICYHOLDERS..... 14,317,263</b>
Great Northern Insurance Company..... 459,252	
Chubb Insurance Company of Australia Limited 313,107	
Chubb European Investment Holdings SLP... 234,636	
Vigilant Insurance Company..... 212,646	
Other Affiliates..... 381,791	
Premiums Receivable..... 1,441,826	<b>TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS..... \$ 31,062,634</b>
Other Assets..... 1,427,670	
<b>TOTAL ADMITTED ASSETS..... \$ 31,062,634</b>	

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.  
Investments with a carrying value of \$452,427,638 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary \_\_\_\_\_ of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2010 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2010.

Subscribed and sworn to before me  
this

  
\_\_\_\_\_  
DOROTHY M. BAKER  
Notary Public

  
\_\_\_\_\_  
DOROTHY M. BAKER  
Notary Public, State of New York  
No. 31-4904994  
Qualified in New York County  
Commission Expires Sept. 14, 2013

Assistant Secretary



**WEEKS MARINE, INC.**

**UNANIMOUS CONSENT OF THE  
BOARD OF DIRECTORS**

The undersigned, being all of the members of the Board of Directors of Weeks Marine, Inc., a New Jersey corporation (the "Corporation"), hereby consent, pursuant to N.J.S.A. 14A:6-7.1 of the New Jersey Business Corporation Act, to the adoption of the following resolutions without a meeting and without written notice thereof:

**NOW, THEREFORE, be it**

**RESOLVED**, that the following persons are, as of the date hereof, officers of Weeks Marine, Inc. in the offices set forth below:

<i>Office:</i>	<i>Individual</i>
Chairman of the Board	Richard N Weeks
President & Chief Executive Officer	Richard S. Weeks
SVP, Secretary & General Counsel	Michael M. Feigin
SVP, Treasurer, CFO & Assistant Secretary	Matthew R. Reece
Senior Vice President	Eric Ellefsen
Senior Vice President	Richard MacDonald
Senior Vice President	Richard A. Heltzel
Senior Vice President	Robert G. Weeks
Senior Vice President	Thomas G. Weeks
Vice President	Louis A. Cannizzo
Vice President	J. Stephen Chatry
Vice President	Richard P. Palmer
Vice President	David P. Hafner
Assistant Vice President	Tom Boynton
Assistant Vice President	Alan England

**AND BE IT FURTHER RESOLVED**, that such officers are hereby authorized to execute on behalf of the Company such documents and contracts as are necessary to maintain and continue business of the Company.

This Consent may be executed in counterparts, each of which shall be deemed an original but when taken together shall constitute one and the same document.

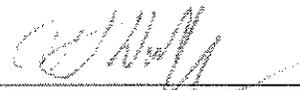
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent on or after, but effective as of the 9 day, June, 2011.

**WEEKS MARINE, INC.**

**DIRECTORS:**

  
\_\_\_\_\_  
Richard N. Weeks

  
\_\_\_\_\_  
Richard S. Weeks

  
\_\_\_\_\_  
Thomas G. Weeks

  
\_\_\_\_\_  
Robert G. Weeks

  
\_\_\_\_\_  
David Nash

  
\_\_\_\_\_  
Jeffrey M. Levy

  
\_\_\_\_\_  
Barry Alperin

**EXHIBIT "D"**

**THE PAYMENT BOND**



**CHUBB GROUP OF INSURANCE COMPANIES**

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615

Phone: (908) 903-3485

Facsimile: (908) 903-3656

Bond No. 81950834E

**AIA DOCUMENT A312™ - 2010  
PAYMENT BOND**

*Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.*

**CONTRACTOR**

*(Name, legal status and address):*

Weeks Marine, Inc.  
304 Gaille Drive, Innwoods Business Park  
Covington, LA 70433

**SURETY** *(Name, legal status and principal place of business):*

**Federal Insurance Company  
15 Mountain View Road  
Warren, N.J. 07059**

**OWNER**

*(Name, legal status and address):*

Philadelphia Regional Port Authority  
3460 N. Delaware Avenue, 2nd Floor  
Philadelphia, PA 19134

**CONSTRUCTION CONTRACT**

Date: November 28, 2011

Amount: \$3,060,000.00 Three Million Sixty Thousand and 00/100 Dollars

Description *(Name and location):* State Project No. 11-071.9 Maintenance Dredging at Various PRPA Facilities

**BOND**

Date *(Not earlier than Construction Contract Date):* November 28, 2011

Amount: \$3,060,000.00 Three Million Sixty Thousand and 00/100 Dollars

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Weeks Marine, Inc.

Signature: 

Name and Title: J. Stephen Chatry, Vice President

**SURETY**

Company: *(Corporate Seal)*  
**Federal Insurance Company**

Signature: 

Attorney-in-Fact Name: Anthony M. Spina

*(Any additional signatures appear on the last page of this Payment Bond)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Frenkel & Company  
601 Plaza 3, 6th Floor  
Harborside Financial Plaza  
Jersey City, NJ 07311

**OWNER'S REPRESENTATIVE** *(Architect, Engineer or other party):*

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators successors and assigns.

10 The surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14 DEFINITIONS

**14.1 Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**14.2 Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**14.3 Contractor Default:** Failure of the Contractor, which has not been remedied nor waived, to perform or otherwise to comply with the term of the Construction Contract.

**14.4 Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**14.5 Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

# ACKNOWLEDGEMENT

NOTE: Persons signing in more than one capacity (i.e. president and as individual) must be acknowledged for each capacity.

State of New Jersey  
County of Hudson } SS

On the 28<sup>th</sup> day of November 2011 Before me, Cindy Li, personally appeared Anthony M. Spina as Attorney in Fact of the Federal Insurance Company  Personally known to me –OR–  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**CINDY LI**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 5/12/2016

*Cindy Li*  
Notary Public (seal)

-----OPTIONAL-----  
 Individual  Corporate Officer  Attorney-in-Fact  Partner – Limited  Partner – General  
 Trustee  Guardian or Conservator  Titles(s): \_\_\_\_\_  Other: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_ } SS

On the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ Before me, \_\_\_\_\_, personally appeared \_\_\_\_\_  Personally known to me –OR–  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public (seal)

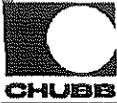
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State of \_\_\_\_\_  
County of \_\_\_\_\_ } SS

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**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

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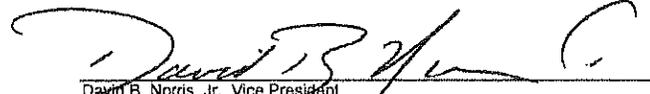
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In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **6th** day of **April**, 2011.

  
\_\_\_\_\_  
Kenneth C. Wendel, Assistant Secretary

  
\_\_\_\_\_  
David B. Norris, Jr., Vice President

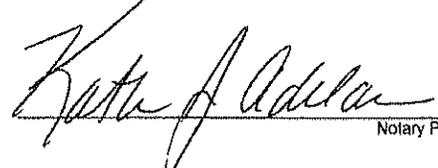
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Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2014**

  
\_\_\_\_\_  
Notary Public

**CERTIFICATION**

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY.

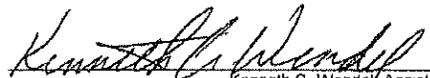
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# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

**DECEMBER 31, 2010**

(in thousands of dollars)

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TOTAL INVESTMENTS .....	<u>18,025,200</u>	TOTAL LIABILITIES .....	<u>16,745,371</u>
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TOTAL ADMITTED ASSETS .....	<u>\$ 31,062,634</u>		

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State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary \_\_\_\_\_ of the Federal Insurance Company

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Subscribed and sworn to before me  
this

  
\_\_\_\_\_  
DOROTHY M. BAKER  
Notary Public

DOROTHY M. BAKER  
Notary Public, State of New York  
No. 31-4904994  
Qualified in New York County  
Commission Expires Sept. 14, 2013

  
\_\_\_\_\_  
Assistant Secretary

WEEKS MARINE, INC.

**UNANIMOUS CONSENT OF THE  
BOARD OF DIRECTORS**

The undersigned, being all of the members of the Board of Directors of Weeks Marine, Inc., a New Jersey corporation (the "Corporation"), hereby consent, pursuant to N.J.S.A. 14A:6-7.1 of the New Jersey Business Corporation Act, to the adoption of the following resolutions without a meeting and without written notice thereof:

**NOW, THEREFORE, be it**

**RESOLVED**, that the following persons are, as of the date hereof, officers of Weeks Marine, Inc. in the offices set forth below:

<i>Office:</i>	<i>Individual</i>
Chairman of the Board	Richard N Weeks
President & Chief Executive Officer	Richard S. Weeks
SVP, Secretary & General Counsel	Michael M. Feigin
SVP, Treasurer, CFO & Assistant Secretary	Matthew R. Reece
Senior Vice President	Eric Ellefsen
Senior Vice President	Richard MacDonald
Senior Vice President	Richard A. Heltzel
Senior Vice President	Robert G. Weeks
Senior Vice President	Thomas G. Weeks
Vice President	Louis A. Cannizzo
Vice President	J. Stephen Chatry
Vice President	Richard P. Palmer
Vice President	David P. Hafner
Assistant Vice President	Tom Boynton
Assistant Vice President	Alan England

**AND BE IT FURTHER RESOLVED**, that such officers are hereby authorized to execute on behalf of the Company such documents and contracts as are necessary to maintain and continue business of the Company.

This Consent may be executed in counterparts, each of which shall be deemed an original but when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent on or after, but effective as of the 9 day, June, 2011.

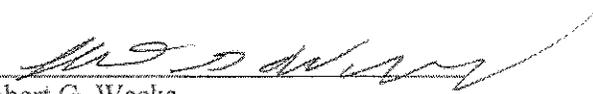
**WEEKS MARINE, INC.**

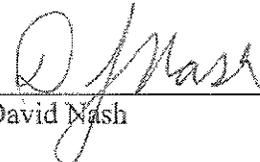
**DIRECTORS:**

  
Richard N. Weeks

  
Richard S. Weeks

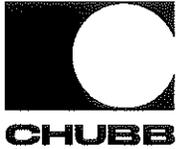
  
Thomas G. Weeks

  
Robert G. Weeks

  
David Nash

  
Jeffrey M. Levy

  
Barry Alperin



**CHUBB GROUP OF INSURANCE COMPANIES**

15 Mountain View Road – 3MV-310, P.O. Box 1615, Warren, NJ 07059-6711

---

**FEDERAL INSURANCE COMPANY**

**CHANGE RIDER**

RIDER to be attached to and form a part of Bond No. **81950834E**

in the amount of Three Million Sixty Thousand Dollars (\$3,060,00.00), issued by FEDERAL INSURANCE COMPANY

on behalf of WEEKS MARINE, INC. as Principal,

in favor of Philadelphia Regional Port Authority, PA

IT IS HEREBY UNDERSTOOD AND AGREED that effective December 1, 2011

the bond is hereby amended as follows:

**Change the Bond Number**

**From 81950834E to 82132251**

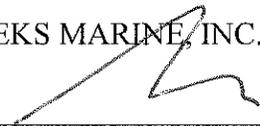
All other terms and conditions remain unchanged.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

*Signed, Sealed and Dated 1<sup>st</sup> day of December, 2011.*

WEEKS MARINE, INC.

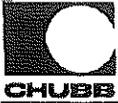
By

  
\_\_\_\_\_  
J. Stephen Chatry, Vice President

FEDERAL INSURANCE COMPANY

By

  
\_\_\_\_\_  
Kenneth C. Hegel Jr., Attorney-In-Fact



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

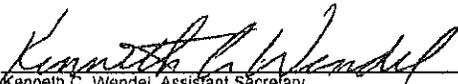
**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

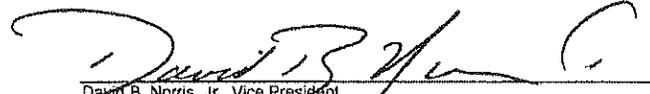
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Frank P. Costa, Kenneth C. Hegel, Jr. and Anthony M. Spina of New York -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **6th** day of **April**, 2011.

  
\_\_\_\_\_  
Kenneth C. Wendel, Assistant Secretary

  
\_\_\_\_\_  
David B. Norris, Jr., Vice President

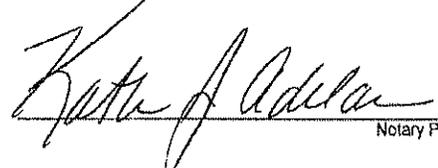
STATE OF NEW JERSEY  
County of Somerset ss.

On this **6th** day of **April**, 2011 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr. subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence

Notarial Seal



**KATHERINE J. ADELAAR**  
**NOTARY PUBLIC OF NEW JERSEY**  
No. 2316685  
Commission Expires July 16, 2014

  
\_\_\_\_\_  
Notary Public

**CERTIFICATION**

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**.

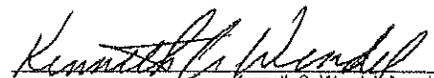
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **1st** day of **December**, 2011



  
\_\_\_\_\_  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

# ACKNOWLEDGEMENT

NOTE: Persons signing in more than one capacity (i.e. president and as individual) must be acknowledged for each capacity.

State of New Jersey  
County of Hudson } SS

On the 1<sup>st</sup> day of December 2011 Before me, Cindy Li, personally appeared Kenneth C. Hegel, Jr. as Attorney in Fact of the Federal Insurance Company  Personally known to me –OR–  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**CINDY LI**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 5/12/2016

Cindy Li  
Notary Public (seal)

-----OPTIONAL-----

Individual  Corporate Officer  Attorney-in-Fact  Partner – Limited  Partner – General  
 Trustee  Guardian or Conservator  Titles(s): \_\_\_\_\_  Other: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_ } SS

On the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ Before me, \_\_\_\_\_, personally appeared \_\_\_\_\_  Personally known to me –OR–  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public (seal)

-----OPTIONAL-----

Individual  Corporate Officer  Attorney-in-Fact  Partner – Limited  Partner – General  
 Trustee  Guardian or Conservator  Titles(s): \_\_\_\_\_  Other: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_ } SS

On the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ Before me, {name of notary public}, personally appeared {signatory name and capacity}  Personally known to me –OR–  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public (seal)

-----OPTIONAL-----

Individual  Corporate Officer  Attorney-in-Fact  Partner – Limited  Partner – General  
 Trustee  Guardian or Conservator  Titles(s): \_\_\_\_\_  Other: \_\_\_\_\_

# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

**DECEMBER 31, 2010**

(in thousands of dollars)

ASSETS	LIABILITIES AND SURPLUS TO POLICYHOLDERS
Cash and Short Term Investments..... \$ 235,579	Outstanding Losses and Loss Expenses .... \$ 12,051,257
United States Government, State and Municipal Bonds..... 10,931,173	Unearned Premiums..... 3,331,654
Other Bonds..... 4,110,731	Ceded Reinsurance Premiums Payable..... 329,476
Stocks..... 837,803	Provision for Reinsurance..... 70,491
Other Invested Assets..... 1,909,914	Other Liabilities..... 962,493
TOTAL INVESTMENTS ..... 18,025,200	TOTAL LIABILITIES ..... 16,745,371
Investments in Affiliates:	Special Surplus Funds..... 174,400
Chubb Investment Holdings, Inc..... 3,002,346	Capital Stock..... 20,980
Pacific Indemnity Company..... 2,424,142	Paid-In Surplus..... 3,106,808
Chubb Insurance Investment Holdings Ltd. ... 1,275,789	Unassigned Funds..... 11,015,075
Executive Risk Indemnity Inc..... 1,111,774	 
CC Canada Holdings Ltd..... 752,455	SURPLUS TO POLICYHOLDERS..... 14,317,263
Great Northern Insurance Company..... 459,252	 
Chubb Insurance Company of Australia Limited 313,107	TOTAL LIABILITIES AND SURPLUS
Chubb European Investment Holdings SLP... 234,636	TO POLICYHOLDERS..... \$ 31,062,634
Vigilant Insurance Company..... 212,646	
Other Affiliates..... 381,791	
Premiums Receivable..... 1,441,826	
Other Assets..... 1,427,670	
TOTAL ADMITTED ASSETS ..... \$ 31,062,634	

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.  
Investments with a carrying value of \$452,427,638 are deposited with government authorities as required by law.

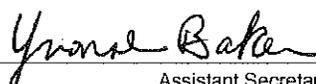
State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary \_\_\_\_\_ of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2010 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2010.

Subscribed and sworn to before me  
this

  
\_\_\_\_\_  
DOROTHY M. BAKER  
Notary Public

  
\_\_\_\_\_  
Assistant Secretary

DOROTHY M. BAKER  
Notary Public, State of New York  
No. 31-4904994  
Qualified in New York County  
Commission Expires Sept. 14, 2013

**WEEKS MARINE, INC.**

**UNANIMOUS CONSENT OF THE  
BOARD OF DIRECTORS**

The undersigned, being all of the members of the Board of Directors of Weeks Marine, Inc., a New Jersey corporation (the "Corporation"), hereby consent, pursuant to N.J.S.A. 14A:6-7.1 of the New Jersey Business Corporation Act, to the adoption of the following resolutions without a meeting and without written notice thereof:

**NOW, THEREFORE, be it**

**RESOLVED**, that the following persons are, as of the date hereof, officers of Weeks Marine, Inc. in the offices set forth below:

<i>Office:</i>	<i>Individual</i>
Chairman of the Board	Richard N Weeks
President & Chief Executive Officer	Richard S. Weeks
SVP, Secretary & General Counsel	Michael M. Feigin
SVP, Treasurer, CFO & Assistant Secretary	Matthew R. Reece
Senior Vice President	Eric Ellefsen
Senior Vice President	Richard MacDonald
Senior Vice President	Richard A. Heltzel
Senior Vice President	Robert G. Weeks
Senior Vice President	Thomas G. Weeks
Vice President	Louis A. Cannizzo
Vice President	J. Stephen Chatry
Vice President	Richard P. Palmer
Vice President	David P. Hafner
Assistant Vice President	Tom Boynton
Assistant Vice President	Alan England

**AND BE IT FURTHER RESOLVED**, that such officers are hereby authorized to execute on behalf of the Company such documents and contracts as are necessary to maintain and continue business of the Company.

This Consent may be executed in counterparts, each of which shall be deemed an original but when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent on or after, but effective as of the 9 day, June, 2011.

**WEEKS MARINE, INC.**

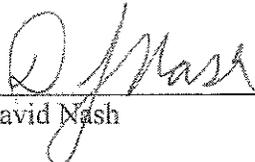
**DIRECTORS:**

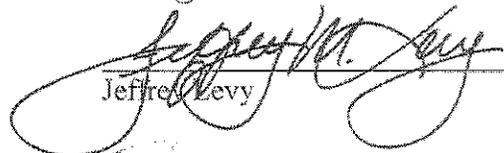
  
Richard N. Weeks

  
Richard S. Weeks

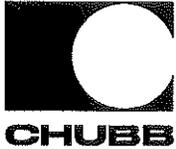
  
Thomas G. Weeks

  
Robert G. Weeks

  
David Nash

  
Jeffrey M. Levy

  
Barry Alpefin



**CHUBB GROUP OF INSURANCE COMPANIES**

15 Mountain View Road – 3MV-310, P.O. Box 1615, Warren, NJ 07059-6711

---

**FEDERAL INSURANCE COMPANY**

**CHANGE RIDER**

RIDER to be attached to and form a part of Bond No. **81950834E**

in the amount of Three Million Sixty Thousand Dollars (\$3,060,00.00), issued by FEDERAL INSURANCE COMPANY

on behalf of WEEKS MARINE, INC. as Principal,

in favor of Philadelphia Regional Port Authority, PA

IT IS HEREBY UNDERSTOOD AND AGREED that effective December 1, 2011

the bond is hereby amended as follows:

**Change the Bond Number**

**From 81950834E to 82132251**

All other terms and conditions remain unchanged.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

*Signed, Sealed and Dated 1<sup>st</sup> day of December, 2011.*

WEEKS MARINE, INC.

By \_\_\_\_\_

FEDERAL INSURANCE COMPANY

By \_\_\_\_\_

Kenneth C. Hegel Jr., Attorney-In-Fact

**WEEKS MARINE, INC.**

**UNANIMOUS CONSENT OF THE  
BOARD OF DIRECTORS**

The undersigned, being all of the members of the Board of Directors of Weeks Marine, Inc., a New Jersey corporation (the "Corporation"), hereby consent, pursuant to N.J.S.A. 14A:6-7.1 of the New Jersey Business Corporation Act, to the adoption of the following resolutions without a meeting and without written notice thereof:

**NOW, THEREFORE, be it**

**RESOLVED**, that the following persons are, as of the date hereof, officers of Weeks Marine, Inc. in the offices set forth below:

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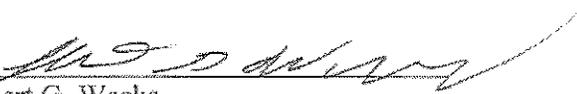
**WEEKS MARINE, INC.**

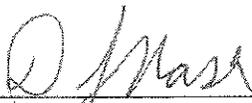
**DIRECTORS:**

  
\_\_\_\_\_  
Richard N. Weeks

  
\_\_\_\_\_  
Richard S. Weeks

  
\_\_\_\_\_  
Thomas G. Weeks

  
\_\_\_\_\_  
Robert G. Weeks

  
\_\_\_\_\_  
David Nash

  
\_\_\_\_\_  
Jeffrey M. Levy

  
\_\_\_\_\_  
Barry Alperin