

STATE SYSTEM OF HIGHER EDUCATION  
COMMONWEALTH OF PENNSYLVANIA

CONTRACTOR AGREEMENT RENEWAL FORM

Renewal Number: **KUFR-0017.B-R3**

This Agreement Renewal is made and entered into this 21st day of December, 2011, at Berks County, by and between Kutztown University of the State System of Higher Education, Commonwealth of Pennsylvania, hereinafter called the "System," or "the Commonwealth", or "the University" and:

**JJD Urethane Co., Inc.**  
**2500 Hagey Road**  
**Souderton, PA 18964**

a **corporation**, Federal I.D. #**23-2249528**, hereinafter called the "Contractor".

This Agreement Renewal Form is for the renewal of the original contract between the Contractor and the System. **Standard Form of Agreement for Facilities Requirements Projects – Sprayed Polyurethane Foam Roofing Repairs, KUFR-0017.B** dated March 4, 2009, the first renewal, **KUFR-0017.B-R1**, dated November 25, 2009, and the second renewal, **KUFR-0017.B-R2**, dated December 9, 2010, for the maintenance and repair of the building utilities and systems and may also include construction of new work as required.

This is the **third** renewal of the original agreement between the parties. The renewal clause in the original agreement is located at Page 1 of the Agreement, Paragraph 1 (Term of Agreement).

The original agreement identified above, together with any previously executed amendments and renewals and all its terms and conditions remain unchanged except as modified in this Agreement Renewal. If any such modifications exist, they will be stated in Rider A, attached hereto and incorporated herein as part of this Agreement Renewal. This Agreement Renewal, together with the original agreement, renewals and amendments, constitutes the entire agreement between the parties, and supersedes any previous Agreement Renewal.

The parties hereto, intending to be legally bound hereby, do agree as follows:

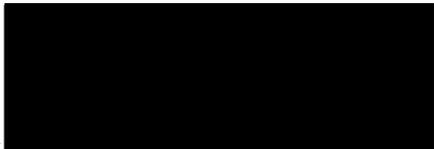
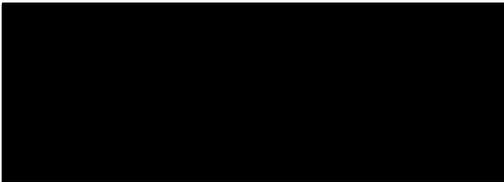
1. Term of Agreement Renewal.  
The term of this Agreement Renewal is **April 16, 2012** through and including **April 15, 2013**.
2. Compensation.  
This agreement is an indefinite quantity contract against which Individual Work Orders shall be issued. The total amount of Work Orders issued shall not exceed \$475,000 per year.
3. Agreement Renewal Rates.  
The cost of goods and/or services for the term of this agreement renewal shall be as stated in Rider A.

4. Attachments.  
Rider A "Modifications" consisting of 2 pages.  
Rider F "Contract Bonds" consisting of 4 pages  
Original Agreement and any Amendments and Renewals.
- 

In Witness Whereof, this Agreement Renewal has been executed and delivered as of the date set forth in the caption hereof:

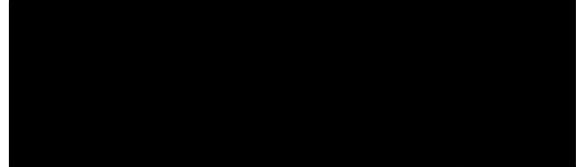
FOR THE CONTRACTOR:

\_\_\_\_\_  
Individual or Partner (If Contractor  
is an individual or partnership)



Secretary or Treasurer of  
Corporation

FOR THE COMMONWEALTH:



Kutztown University of the Pennsylvania  
State System of Higher Education

Approved as to Form and Legality:



University Legal Counsel  
State System of Higher Education



EFFECTIVE DATE

FEB 1 2012

OF CONTRACT

STATE SYSTEM OF HIGHER EDUCATION  
COMMONWEALTH OF PENNSYLVANIA

CONTRACTOR AGREEMENT RENEWAL FORM

Renewal Number: KUFR-0017.B-R3

RIDER A

MODIFICATIONS

The contractor, JJD Urethane Co. and Kutztown University have agreed to the unit prices for hourly rates listed on the Unit Price Bid Form, Page 2 of 2 pages, for the renewal contract. The rates are within the original formula for increasing renewals and have been agreed upon by the University. The revised Unit Price Base Bid Form is attached to and shall become a part of this Rider A.

CONTRACT NO: KUFR-0017.B-R3  
 CONTRACT NAME: FRC - SPF Roofing

CONTRACTOR: JJD URETHANE  
 TERM: 4/16/12 - 4/15/13

**HOURLY LABOR FEE SCHEDULE**

LABOR CLASSIFICATION	STRAIGHT RATE	TIME AND A HALF RATE	DOUBLE TIME RATE
Roofer	\$94.54	\$141.81	\$189.08
Laborer	\$94.54	\$141.81	\$189.08
MATERIAL RATES COST RANGE		MARK-UP PERCENTAGE	
\$0 - \$24,999	cost plus	17%	
\$25,000 +	cost plus	14%	
EQUIPMENT RATES	DAILY		
60' High Lift	\$651.27		

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION  
CONTRACT BOND FORM

(Contract Bond must be submitted on this form; all blanks must be completed)

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned

J.J.D. Urethane Company  
(Contractor)

2500 Hagey Road, Souderton, PA 18964  
(Address)

as Principal, and

Liberty Mutual Insurance Company  
(Surety)

512 Township Line Road, Suite 350, 3 Valley Square, Blue Bell, PA 19422  
(Address)

a corporation organized and existing under the laws of the Commonwealth of Massachusetts  
and authorized to transact business in Pennsylvania, as Surety, are held and firmly bound unto the State  
System of Higher Education as hereinafter set forth, in the full and just several sums of

(A) Fifty Thousand and 00/100 Dollars (\$50,000.00),  
for faithful performance of the contract as designated below;

(B) Fifty Thousand and 00/100 Dollars (\$50,000.00),  
for payment for labor, material, equipment rental, and public utility services as designated below;  
and

(C) Zero Dollars (\$0.00),  
for maintenance as designated below;

lawful money of the United States of America, to be paid to the State System of Higher Education, its  
successors or assigns, to which payment well and truly to be made and done, we bind ourselves, our  
heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dates this 21st day of December, 2011.

WHEREAS, the above bounden Principal has entered into a contract with Kutztown  
University of Pennsylvania of the State System of Higher Education

for the Project known as Contract No. KUFR-0017.B-R3 - Sprayed Polyurethane Foam (SPF) Roofing Repairs  
(Contract Number and Name)

upon certain terms and conditions in said contract more particularly mentioned; and

WHEREAS, it is one of the conditions of the award of the State System of Higher Education pursuant to  
which said contract is about to be entered into, that these presents be executed;

NOW, THEREFORE, the joint and several conditions of this obligation are such:

A. That if the above bounden Principal as Contractor shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said contract and general provisions, including the plans and specifications therein referred to and made part thereof, and such alterations as may be made in said plans and specifications as therein provided, and which are hereby made part of this bond the same as though they were fully set forth herein, and shall indemnify and save harmless the State System of Higher Education and all of its officers, agents, and employees from any expense incurred through the failure of said Contractor to complete the work as specified and for any damages growing out of the manner of performance of said contract by said Contractor or his Subcontractors, or his or their agents or servants including but not limited to patent, trademark, and copyright infringements, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

B. That if the above bounden Principal shall and will promptly pay or cause to be paid all sums of money which may be due by the Principal or any of his subcontractors to any person, co-partnership, association, or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and became component parts of the work or improvements contemplated, and for rental of equipment used, and services rendered by public utilities in, or in connection with, the prosecution of such work, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

C. That, if the above bounden Principal shall remedy without cost to the State System of Higher Education any break of warranty and/or defects which may develop during a period of one (1) year from the date of final completion and acceptance of all the work performed under said contract; provided, in the judgment of the State System of Higher Education or its successor having jurisdiction in the premises, such defects are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect. The duties and responsibilities incurred by the Principal pursuant to said Maintenance Bond shall in no way qualify or limit any right of the State System of Higher Education arising pursuant to the terms and conditions of the Performance Bond or absolve the Principal of any duty, responsibility, or obligations vested in the State System of Higher Education.

D. It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done, or materials to be furnished, or labor to be supplied or performed, or equipment to be rented, or public utility services to be rendered, or the giving by the State System of Higher Education of any extension of time for the performance of the contract, or the reduction of the retained percentage as permitted by the contract, or any other forbearance on the part of either the State System of Higher Education or the Principal to the other, shall not in any way release the Principal and the Surety or Sureties or either or any of them, their heirs, executors, administrators, successors, or assigns, from their liability hereunder; notice to the Surety or Sureties of any such alterations, extension, or forbearance being hereby waived.

E. The Principal and Surety hereby jointly and severally agree with the obligee herein that every person, co-partnership, association, or corporation who, whether as Subcontractor or as a person otherwise entitled to the benefits of this Bond, has furnished material or supplied or performed labor or rented equipment used in the prosecution of the work as provided and any public utility who has rendered services, in, or in connection with, the prosecution of such work, and who has not been paid in full therefore, may sue in assumpsit on this bond in his, their, or its name and prosecute the same to final judgment for such sum or sums as may be justly due him, them, or its, and have execution thereon; provided, however, that the State System of Higher Education shall not be liable for the payment of any costs or expenses of such suit to a third party under any theory of law of equity.

F. Recovery by any persons, co-partnership, association, or corporation hereunder shall be subject to the provisions of the Act of December 20, 1967, P.L. 869, Act No. 385 (8 P.S. 191 et seq.), as amended, which Act is incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited, except that where said Act refers to the Commonwealth of Pennsylvania or a Department thereof, it shall be deemed to refer to the State System of Higher Education.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under seal the day and year above written.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Principal (Individual)

(SURETY SEAL)

\_\_\_\_\_  
Surety

BY \_\_\_\_\_  
Attorney-in-Fact



WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Principal (Partnership)

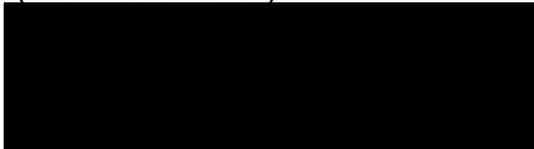
(SURETY SEAL)

\_\_\_\_\_  
Surety

BY \_\_\_\_\_  
Attorney-in-Fact



(CORPORATE SEAL)



\_\_\_\_\_  
Liberty Mutual Insurance Company  
Surety

(SURETY SEAL)

BY \_\_\_\_\_  
Attorney-in-Fact  
Alan R. Hein

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS:** That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint ALAN R. HEIN, DAVID E. KELLS, JR., DAVID B. KANE, ROBERT J. COLMAN, NEIL C. DONOVAN, R.H. SHEPHERD, JR., ALL OF THE CITY OF FORT WASHINGTON, STATE OF PENNSYLVANIA , each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding ONE HUNDRED EIGHTY MILLION AND 00/100 \*\*\*\*\* **DOLLARS** (\$ 180,000,000.00 \*\*\*\*\* ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

**ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 30th day of June 2011.



**LIBERTY MUTUAL INSURANCE COMPANY**

By [Redacted Signature]  
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 30th day of June, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2013  
Member, Pennsylvania Association of Notaries

By [Redacted Signature]  
Teresa Pastella, Notary Public

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 21st day of December, 2011.



[Redacted Signature]  
Gregory W. Davenport, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.