



SERVICE CONTRACT

DATE: 3-23-12

PROJECT #: 11-091.3

FUNDING SOURCE: OPS

EXPIRATION DATE: 3-31-14

CONTRACT #: 1643

PHILADELPHIA REGIONAL PORT AUTHORITY

3460 N. Delaware Avenue, 2nd Floor

Philadelphia Pennsylvania 19134

Attn: Brian Diehl, Project Engineer

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

And

DEVINE BROTHERS, INC.

600 Clark Avenue

King of Prussia, Pennsylvania 19406

Attn: Richard E. Devine, Jr., President

(the "Contractor"), a corporation incorporated under the laws of the Commonwealth of Pennsylvania.

Services: On-Call Plumbing Investigation and Repairs at PRPA Facilities. The Contractor shall perform the services as provided in Exhibit "B" attached hereto and incorporated herein by reference and constitute part of the Contract. The Contractor shall perform its services hereunder properly and in accordance with the standards of its profession. The Contractor shall act as an independent contractor and reserves the right to use subcontractors.

Contract Amount: The Contractor guarantees Unit Prices as described in Exhibit "B" for the term of the Contract.

Term of Contract: This Contract shall have a term of two (2) years starting April 1, 2012 through March 31, 2014.

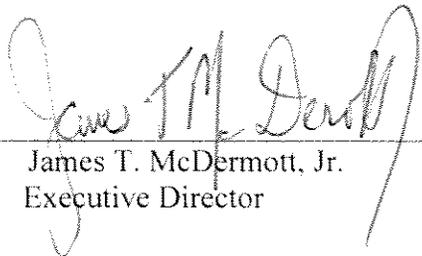
Terms and Conditions: The terms and conditions set forth in Exhibit "A" attached hereto are incorporated by reference and constitute part of the Contract.

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

DEVINE BROTHERS, INC.

**PHILADELPHIA REGIONAL
PORT AUTHORITY**

By: 
Name: Richard E. Devine, Jr.
Title: 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**

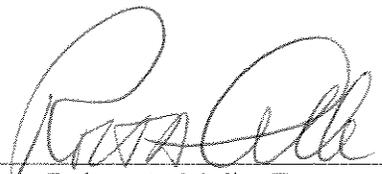
**PHILADELPHIA REGIONAL
PORT AUTHORITY**

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:  3/19/12
Name: Robert A. Mulle, Esq.
Title: Chief Deputy Attorney General

By: 
Name: Joseph Lawruk
Title: Comptroller

Exhibit "A"
GENERAL CONDITIONS
FOR SERVICE CONTRACTS

Section I. Definitions:

The following terms and expressions used in the Contract Documents shall be defined and understood as follows:

"Authority" shall mean the Philadelphia Regional Port Authority.

"City" shall mean the City of Philadelphia.

"Commonwealth" shall mean the Commonwealth of Pennsylvania.

"Contract" shall mean the contract between the Authority and the Contractor.

"Contract Documents" shall mean the documents described in Article IV of the Contract.

"Contractor" shall mean the party of the second part to the Contract.

"Contract Sum" shall mean the amount stated in Article II of the Contract for the payment to the Contractor.

"Contracting Officer" The Contracting Officer shall be the Procurement Director prior to the execution of the Contract. Subsequent to the execution of the Contract, the Contracting Officer shall be the Director of Engineering of the Authority.

"Date of Completion" shall mean the last day of the term specified in Article III of the Contract for the completion of the Work.

"Day(s)" shall mean the number of days, excluding the first and including the last day of such period. Whenever the last day of any such period shall fall on a Saturday or Sunday, or on any day made a legal holiday by the laws of the Commonwealth or the United States, such day shall be omitted from the computation.

"Engineer" shall mean either the Director of Engineering of the Authority, or any successor or successors duly appointed in writing by the Director of Engineering, or any deputy or substitute who may be so designated, in writing, by the Executive Director or through a duly authorized representative within the scope of the particular duties assigned such representative.

"Executive Director" shall mean the Executive Director of the Authority, or any deputy or substitute who may be so designated in writing by the Executive Director.

“Inspector” shall mean the representative of the Engineer assigned to the inspection of the Work under the Contract.

“Plans” shall mean the general plans and designs accompanying the Specifications and such supplementary drawings as may be furnished from time to time.

“Professional” shall mean the Engineer unless designated otherwise.

“Project” shall mean the total of the work to be performed under the Contract and any other separate prime contracts as so designated by the Authority.

“Site” shall mean the location where the construction or services will be performed or where the materials or equipment will be used pursuant to the Contract.

“Special Conditions” shall mean those special conditions which modify the General Conditions.

“Specifications” shall mean the written documentation accompanying the Plans, which set forth the Work to be performed and the methods to be used to perform the Work.

“Subcontractor” shall mean persons, firms, or corporations having a direct contract with the Contractor to perform a portion of the Work specified, but not including those who merely furnish materials or equipment.

“Work” shall mean the subject matter of the Contract, *i.e.*, the labor or service to be performed and/or the material and/or equipment to be supplied, delivered and/or installed as stated in Article I of the Contract or otherwise as described in the Contract Documents.

“Working Day” shall mean a calendar day except Saturday, Sunday, and any day made a legal holiday by the laws of the Commonwealth or the United States.

Wherever in the Specifications or the Plans the words “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed”, or words of similar meaning are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended, and similarly the words “approved”, “acceptable”, “satisfactory”, or words of similar meaning, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Executive Director. Reference herein to the terms “offeror” and “offerors” shall also include prospective offerors.

Section II. Payment:

A. The Contractor shall invoice the Authority on a monthly basis for actual time expended at the rates listed on Exhibit "B" with sufficient detail of services rendered acceptable to the Authority. Provided the Contractor has performed its services in accordance with this Contract, the Authority shall pay the Contractor for such services within forty-five (45) days from the date of receipt by the

Authority of the Contractor's invoice. All invoices are to be sent to the Accounts Payable Department of the Authority at the address listed on the Contract.

Section III. Disputes:

A. All claims, disputes and other matters in question between the parties to this Contract arising out of or relating to this Contract or the breach thereof, shall be decided by arbitration before the Board of Claims (See 62 Pa.C.S.A. § 1721 et seq.), in the manner and under the terms and conditions provided therein.

Section IV. Nondiscrimination:

A. In accordance with Pa. Stat. Ann. tit. 55, § 697.16, the nondiscrimination and contract compliance plans used by the Authority are required to be the same as those used by the Commonwealth of Pennsylvania's Department of General Services.

B. During the term of this Contract, the Contractor agrees to comply with the following "nondiscrimination clause":

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

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

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

E. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations the "Contract Compliance Regulations", 16 Pa. Code Chapter 49) issued by the Pennsylvania Human Relations Commission (the "Commission") or with the terms and provisions of this nondiscrimination clause that the Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its

obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct such discrimination, such factor shall be considered in mitigation in determining appropriate sanctions;

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

G. The Contractor shall comply with the Contract Compliance Regulations, which are incorporated herein by reference as if fully set forth herein, and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of the Contractor's noncompliance with the terms and provisions of this nondiscrimination clause or with any such laws, the Contractor may, after hearing and adjudication, be terminated or suspended, in whole or in part, and the Contractor may be declared temporarily ineligible for other contracts with agencies of the Commonwealth of Pennsylvania, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations;

H. The Contractor shall furnish to the Authority and the Commission, all necessary employment documents and records and shall permit access by the Authority and the Commission to the Contractor's books, records, and accounts, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations. If the Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Authority or the Commission;

J. The Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees;

K. The Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor;

L. The terms used in this nondiscrimination clause shall have the same meanings as used in the Contract Compliance Regulations; and

M. The Contractor's obligations under this nondiscrimination clause are limited to the Contractor's facilities within the Commonwealth of Pennsylvania.

Section V. Termination and Suspension:

A. For the convenience of the Authority, this Contract may be terminated for any reason by the Authority after seven (7) calendar days' written notice to the Contractor. In the event of termination under this Section V. (A.), the Contractor shall be paid that portion of the payment due to the Contractor hereunder which represents the compensation for services performed to the date of

termination and all termination expenses. Termination expenses are defined as those expenses arising prior, during, and subsequent to termination that are directly attributable to the termination.

B. This Contract may be terminated by either party hereto upon seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms hereof through no fault of the party initiating the termination. In the event of termination under this Section V. (B.), the Contractor shall be paid that portion of the payment due to the Contractor hereunder which represents the compensation for services performed to the date of termination.

C. The Authority may, in writing, order the Contractor to suspend all or any part of the Contractor's services hereunder for the convenience of the Authority. In the event of suspension under this Section V (C.), notwithstanding Article II of this Contract, an equitable adjustment in the Contractor's compensation shall be made for the increase, if any, in the cost of the Contractor's performance of this Contract caused by such suspension, and this Contract shall be modified in writing accordingly.

Section VI. Contractor Integrity:

A. The following terms used in this Section VI shall be defined and understood as follows:

"Confidential" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority;

"Consent" means written permission by a duly authorized member or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract;

"Financial Interest" means ownership of more than a five (5) percent interest in any business; or holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management; and

"Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

B. The Contractor shall maintain professional standards of integrity in the performance of the services required hereunder and shall take no action in violation of federal or state laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania or the authority.

C. The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.

D. The Contractor shall not, in connection with this Contract or any other contract with the Authority or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any member or employee of the Authority or the Commonwealth of Pennsylvania.

E. The Contractor shall not, in connection with this Contract or any other contract with the Authority or the Commonwealth of Pennsylvania, directly or indirectly, offer, give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any member or employee of the Authority or the Commonwealth of Pennsylvania.

F. Except with the consent of the Authority or the Commonwealth of Pennsylvania, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of the services required hereunder except as provided herein.

G. Except with the consent of the Authority, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material for the services required hereunder.

H. The Contractor, upon being informed that any violation of this Section VI has occurred or may occur, shall immediately notify the Authority in writing.

I. The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant hereto, certifies and represents that the Contractor has not violated any of these provisions.

J. The Contractor shall, upon request of the Authority or the Office of State Inspector General, reasonably and promptly make available to the Authority and that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this Contract or which are otherwise relevant to the enforcement of this Section VI.

K. For a violation of this Section VI, the Authority may terminate this Contract and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of this Section VI, claim damages for all expenses incurred in obtaining another contractor to complete performance under this Contract, and debar and suspend the Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Authority and/or the Commonwealth of Pennsylvania may have under law, statute, regulation or otherwise.

Section VII. Commonwealth Audit:

A. The funds for this Contract are subject to audit by the Authority and other agencies and representatives of the Commonwealth of Pennsylvania in accordance with applicable laws and regulations. The Authority reserves the right to perform additional audits of a financial/compliance, economy/efficiency or program results nature, if deemed necessary.

B. The Contractor will submit to the Authority copies of any audits conducted by or at the request of the Contractor that involve the funds for this Contract.

Section VIII. Insurance:

A. The Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the Contractor's services required under this Contract, the types of insurance specified in this Section VIII. The insurance required by this Section VIII shall be procured from reputable insurers, acceptable to the Authority and authorized to do business in the Commonwealth of Pennsylvania. The insurance required by this Section VIII, except the Contractor Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed pursuant to this Contract until the required evidence of insurance has been furnished to the Authority. If the Contractor fails to obtain or maintain the required insurance, the Authority shall have the right to treat such failure as a material breach of this Contract and to exercise all appropriate rights and remedies. The insurance policies required by this Section VIII shall provide for at least thirty (30) calendar days' prior written notice to be given to the Authority in the event coverage is materially changed, cancelled or non-renewed.

B. The Authority and the Commonwealth of Pennsylvania, their officers, employees, and agents are to be named as additional insureds on the General Liability Insurance policy of the Contractor. In addition, an endorsement to the insurance policy is required stating that the coverage afforded the Authority and the Commonwealth of Pennsylvania and their officers, employees, and agents as additional insureds will be primary to any coverage available to the Contractor.

C. The amount of Insurance required by this Section VIII is as follows:

i. Workers Compensation and Employers Liability:

Workers Compensation: Statutory limits.

Employers Liability: \$500,000 each accident - bodily injury by accident

\$500,000 each employee - bodily injury by disease

\$500,000 policy limit - bodily injury by disease.

Other States' coverage and Pennsylvania endorsement.

ii. General Liability Insurance:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage;
\$1,000,000 personal and advertising injury;
\$2,000,000 general aggregate.

Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability.

Coverage: Owner, non-owned and hired vehicles.

iv. Professional Liability Insurance:

Limit of Liability: \$1,000,000 with a deductible not to exceed \$25,000.

Coverage: Errors and omissions.

Coverage for occurrences happening during the performance of the services required under this Agreement shall be maintained in full force and effect under the insurance policy or "tail" coverage for a period of at least two (2) years after completion of the services.

D. Certificates of insurance evidencing the required coverages shall be submitted to the Authority's Insurance Department at least ten (10) calendar days before work is begun. This ten (10) calendar day requirement for advance documentation of coverage may be waived in situations where such waiver will benefit the Authority, but under no circumstances shall the Contractor actually begin work without providing the required evidence of insurance. The Authority reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) calendar days' prior written notice to the Contractor.

E. It is expressly understood and agreed that the furnishing of insurance pursuant to this Section VIII shall in no way limit the liability or responsibilities and obligations of the Contractor as provided in this Contract.

Section IX. Indemnification:

A. The Contractor shall indemnify, defend, and hold harmless the Authority and the Commonwealth of Pennsylvania, and their officers, employees, and agents, from and against any and all losses, costs (including litigation costs and counsel fees), claims, suits, actions, damages, liability, and expenses in connection with loss of life, bodily injury, personal injury, or damage to tangible property to the extent occasioned wholly or in part by the Contractor's act or omission or the act or omission of the Contractor's agents, contractors (including subcontractors and suppliers), officers, employees, or servants pursuant to this Contract.

Section X. Ownership of Documents:

A. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Contractor in accordance with this Contract are and shall remain the property of the Authority. Any use or reuse by the Contractor without the express written approval of the Authority will be at the Contractors sole risk and without liability or legal exposure to the Authority.

Section XI. Sovereign Immunity:

A. The Contractor acknowledges that the Authority, as an agency of the Commonwealth of Pennsylvania, enjoys sovereign immunity as provided in Section 18 of the Philadelphia Regional Port Authority Act, Pa. Stat. Ann. tit. 55, § 697.18.

Section XII. Notices:

A. All notices required by this Contract or other communications to either party by the other shall be deemed given when made in writing and received or when made in writing and deposited in the United States Mail, first class, postage prepaid, addressed as on the Service Contract.

Section XIII. Entire Contract:

A. This Contract constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein and supersedes all prior agreements, understandings, negotiations, and discussions, both written and oral, among the parties hereto with respect to the subject matter hereof.

Section XIV. Severability:

A. The provisions of this Contract are severable and if any of its provisions become or are found to be unlawful, the decision so holding shall not be construed to impair or affect the enforceability of the remaining provisions of this Contract or any part hereof.

Section XV. Amendments:

A. This Contract may not be amended or modified in any way except by a written instrument executed by each of the parties hereto. In the event that an amendment to this Contract is desired by either party, the party wishing to amend must present the proposed amendment in writing to the other party. If the amendment is accepted by the other party, a true copy of the amendment shall be signed by the parties' official representatives and shall be attached as a rider to this Contract.

Section XVI. Section Headings:

A. The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Contract.

Section XVII. Other Laws:

A. Any and all other applicable state or federal laws not specifically mentioned in this Contract shall also apply to the parties.

Section XVIII. Governing Law:

A. This Contract shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law thereof.

EXHIBIT "B"

BID FORM
FOR
ON-CALL PLUMBING INVESTIGATION AND REPAIRS
AT
PRPA FACILITIES

I. Specifications

Project Description

The Philadelphia Regional Port Authority (PRPA) seeks a vendor to provide plumbing repair service as needed at all PRPA facilities. The period of performance shall be for one calendar year from the date of the Notice to Proceed. However, PRPA with the mutual agreement of the Contractor, may choose to extend the contract for a second and third year.

Piers Owned by the Authority are:

Packer Avenue Marine Terminal (PAMT)	Pier 80 South Annex
Pier 98 South Annex	Pier 80 South
Pier 84 South	Pier 78 South Annex
Pier 82 South	Pier 78 South
Tioga Marine Terminal (TMT)	Piers 38 & 40 South
Tioga Administration Building (TAB)	TAB Maintenance Building
Piers 122 and 124	

The successful contractor shall provide certificates of insurance pursuant to requirements contained in the General Conditions of this bid document. **The Commonwealth of Pennsylvania, Penn Warehousing & Distribution, Holt Cargo Systems, Dependable Distribution, Horizon Stevedores, Growmark, Philly Ro-Ro, and Delaware River Stevedores shall be named as additional insured.**

Vendor Capability:

Vendor shall have the capability and proper safety equipment to work on plumbing repairs. Vendor must also have access to, or own OSHA approved equipment to work. Any job over \$10,000.00 will be bid.

The Authority desires to have a twenty-four hour, seven day a week, three hundred sixty-five days a year, on-call plumbing repair service available. In the event of required or requested maintenance service, Contractor will provide a written estimate of cost of repairs. Payment shall be made on actual hours worked and materials used. The Engineering Department of the Authority will determine work needed, authorize work to

commence and approve all work once completed. Contractor will not commence repairs until authorized to do so by the Authority.

The Authority seeks hourly rates for straight time, over-time and double time for the following categories of worker: Foreman, Laborer and Operator.

The hourly rates shall include all labor, consumable shop material, equipment, tools, supervision, travel, insurance, overhead, profits and any other cost associated with the performance of work. Prices shall be guaranteed for one year from date of the contract. In the event of contract extension, the guaranteed prices may be amended upon agreement of the Authority and Contractor.

Straight Time

Shall be per man hour and shall reflect eight (8) hours of straight time commencing at 7:00 a.m. Monday through Friday. Hourly labor rate to include labor, consumable shop material, equipment, tools, supervision, travel, insurance, overhead, profit, etc.

Time and a Half Overtime

Shall be per man hour and shall reflect time and a half for overtime hours. Overtime hours under this item shall include work over eight hours or work on Saturday. Hourly rate shall include incidentals shown under straight time.

Double Time Overtime

Shall be per man hour and shall reflect double time. This includes work performed on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Hourly rate shall include incidentals shown under straight time.

Vendor shall provide evidence of the cost of materials. Acceptable evidence shall be a copy of the supplier's invoice only. Whenever possible, materials shall be competitively priced and evidence submitted with the invoice.

The vendor shall indicate the percentage (%) markup on the cost of materials.

Vendor Requirements

NOTE: The Engineering Department shall authorize and approve all work done by the vendor including crew size.

Although it is planned that all work will be performed during normal, straight-time hours, it is possible that in an emergency the contractor will be called for service during time-and-a-half or double-time hours, and a response is expected within two (2) hours after the call.

This project will not require bid security (bid bond) or performance and payment bonds.

The successful vendor shall provide MBE/WBE participation with each individual repair. Vendor's bid response shall identify potential MBE/WBE firms that will be used throughout the life of the contract.

Bids will be evaluated using the following percentages:

60% Labor Rates (consisting of)

20% Foreman
10% Operator
30% Plumber

20% Material Mark-up

20% Equipment Rental Rates

II. Monetary Section:

The undersigned, Devine Brothers, Inc ("Contractor"), 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 (to include (i) the Monetary Section, (ii) the Contractor Responsiveness Section, (iii) the Contractor Responsibility Section, (iv) the Acknowledgment of Disclaimers Section and (v) Representation and Authorization Section), Instructions to Bidders, 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 within ninety (90) consecutive calendar days, counting from the date of notice to proceed, for the following prices:

SEE NEXT SHEET

Labor Price Guarantee

Contractor submits the following guaranteed rates for one year from date of execution of a contract.

	<u>Straight Time</u>	<u>Over Time</u>	<u>Double Time</u>
Foreman	98.50 /hr	147.75 /hr	197.00 /hr (in numbers) (in writing)
Operator	96.50 /hr	144.75 /hr	193.00 /hr (in numbers) (in writing)
Plumber	96.50 /hr	144.75 /hr	193.00 /hr (in numbers) (in writing)

Material Price Markup

Contractor submits the follow maximum markup on materials to be charged for the term of the contract.

% Markup 10 % (in numbers)
 % Markup Ten Percent (in writing)

Equipment Rental Rates

<u>Type of Equipment</u>	<u>Rental Rates</u>		
	<u>Per Hour</u>	<u>Per Day</u>	<u>Per Week</u>
Pick-up Truck w/equipment	<u>7.25</u>	<u>58.00</u>	<u>290.00</u>
Back hoe w/operator	<u>115.50</u>	<u>924.00</u>	<u>4,620.00</u>
Compressor	<u>6.25</u>	<u>50.00</u>	<u>250.00</u>

III. Contractor Responsiveness Section:

- A. The Contractor certifies to the best of its knowledge, information and belief that:
- i. it is not currently suspended, debarred or under voluntary agreement not to submit bids by any federal, state or local government agency or authority.
 - ii. it possesses all required business, contracting and trade licenses required to perform the work.
 - iii. it possesses all the technical qualifications and resources, including equipment, personnel and financial resources, to perform the work.
 - iv. it (or the labor force) participates in an approved Apprenticeship Program for each craft or trade of the labor force contemplated to perform the work and such program being currently registered with the Pennsylvania Apprenticeship and Training Council and that it has apprentices and trainees currently participating.
 - v. the information provided in connection with this bid on the MBE/WBE Subcontractor and Supplier Solicitation and Commitment Form is accurate and the mandatory information on form is filled out completely.
 - vi. it shall perform on the site and with its own organization at least 20 percent of the total amount of work to be performed under this contract.
- B. The Contractor shall perform the following work:

Plumbing Service Work

Percentage of work to be performed by my organization 80 % Estimate cost of work to be performed by my organization

\$ 80% of Job cost

IV. Contractor Responsibility Section:

- A. The Contractor certifies that:
- i. It has a 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

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- ii. It currently possesses all qualifications, skills, resources, equipment personnel, financial resources and other required performance capabilities needed to successfully complete the prospective contract it is seeking to perform; and
- iii. It will comply with all relevant security requirements;
- iv. 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.
- v. It will continue to utilize labor enrolled in apprenticeship programs for the full duration of the contract work.

B. The Contractor certifies the following responses to the questions posed to assist the Authority in its determination of Contractor Responsibility:

1. Has the Contractor been suspended and/or debarred or voluntarily agreed not to bid as a result of an action 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 Contractor been convicted of a felony relating to construction, maintenance, service or repair contracting industries?

Yes No

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

Yes No

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

Yes No

C. Contractor's Vendor Data Management Unit Number is: 117935

V. Acknowledgment and Disclaimers Section:

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.

Submission of false or misleading information or statements in connection with this Certification shall render the Contractor 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.

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

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.

VI. Representation and Authorization Section:

By making this Bid, Bidder understands, represents, acknowledges and certifies:

- a) That the foregoing representations regarding the past performance and present qualifications of the undersigned Contractor are true and correct;
- b) The bidder has read and understands the terms and conditions of the Invitation for Bids and this bid is made in accordance with those terms and conditions;
- c) The item(s) offered in the bid will be in conformance with the specifications referenced in the Instructions for Bids without exceptions;
- d) The price(s) and amount of the Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder or potential bidder;
- e) Neither the price(s) nor the amount of the bid, and neither the approximate price(s) nor the approximate amount of the bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed prior to the bid opening;
- f) No attempt has been made or will be made to induce any firm or person to refrain from bidding on the contract, or to submit a bid higher than the bid, or to submit an intentionally high or noncompetitive bid or other form of complementary bid;

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- g) The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid;
- h) This bid has been completed by an authorized representative of the Contractor that the sufficient knowledge and information to address all matter addressed herein;
- i) If an award is made to the bidder, the bidder agrees that it intends to be legally bound to the contract that is formed between the Authority and the bidder; and
- j) If an award is made to the bidder, the bidder will enter into and execute a contract based upon this bid, without delay, upon notice of award of contract, and will not withdraw this bid, prior to sixty (60) 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 19 day of Jan., 2011

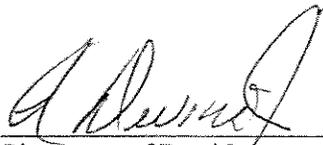
Devine Brothers Inc

Corporate or Business Name of Bidder

600 Clark Ave
King of Prussia PA 19406

Address/Including Zip Code

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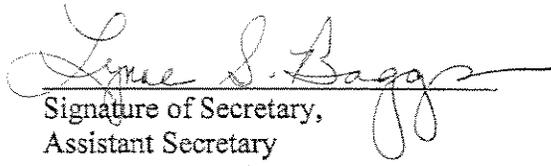
Signature of President or
Vice President

Richard E. Devine, Jr.
President

Type or Print Name and Title

484-674-8500

Telephone Number



Signature of Secretary,
Assistant Secretary
Treasurer or Assistant Treasurer

Lynne S. Baggs, Secretary

Type or Print Name and Title