CONSTRUCTION CONTRACT

DATE: 6-6-12

PROJECT #: 12-003.1

FUNDING SOURCE: DGS 280-33 Phase I

CONTRACT #: 1660

PHILADELPHIA REGIONAL PORT AUTHORITY
3460 N. Delaware Avenue, 2nd Floor
Philadelphia Pennsylvania 19134
Attn: Michael S. Scott, Director of Engineering
(the "Authority"), a body corporate and politic and an independent agency of the Commonwealth of Pennsylvania,

And

QUINN CONSTRUCTION, INC.
1017 4th Avenue
Lester, Pennsylvania 19029
Attn: Elizabeth Quinn, President
(the "Contractor"), a corporation incorporated under the laws of the Commonwealth of Pennsylvania.

Article I. Project Description: Concrete Floor Repairs at Pier 78 Annex. 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 the Base Bid of Exhibit "B" attached hereto and incorporated by reference.

Article III. Contract Amount: The payment from the Authority for the services provided by the Contractor hereunder, inclusive of all expenses, shall not exceed the sum of Two Hundred Fifty-Two Thousand Nine Hundred Sixty-Four Dollars ($252,964.00) for the term of the contract. The Contractor guarantees Unit Prices as described in Exhibit "B" for the term of the Contract and warranty period.

Article IV. Term of Contract: This Contract shall have a term starting from the date of execution of this Contract by all parties and ending upon final completion of the Work. Liquidated damages as set forth in this Contract will accrue after ninety (90) calendar days from the date of the notice to proceed if substantial completion has not occurred. 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.

QUINN CONSTRUCTION, INC.

By: _____
Name: Elizabeth Quinn
Title: President
4.27.12

PHILADELPHIA REGIONAL PORT AUTHORITY

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

Approved as to Legality and Form:

PHILADELPHIA REGIONAL PORT AUTHORITY

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

Approved as to Fiscal Responsibility and Budgetary Appropriateness:

PHILADELPHIA REGIONAL PORT AUTHORITY

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

OFFICE OF THE ATTORNEY GENERAL

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

OFFICE OF THE BUDGET

By: _____
Name: Joseph Lawruk
Title: Comptroller

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OFFICE OF THE ATTORNEY GENERAL

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

OFFICE OF THE BUDGET

By: _____
Name: Joseph Lawruk
Title: Comptroller

EXHIBIT "A"

THE BIDDING DOCUMENTS

PROJECT #12-003.1

PHILADELPHIA REGIONAL PORT AUTHORITY

BIDDING DOCUMENTS

FOR

CONCRETE FLOOR REPAIRS

AT

PIER 78 ANNEX

PHILADELPHIA, PENNSYLVANIA

****

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

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Bids will be received in the office of the Philadelphia Regional Port Authority, 3460 N. Delaware Avenue, 2nd Floor, Philadelphia, PA 19134 until **Thursday, March 8, 2012 at 2:00 P.M.,** at which time they shall be opened publicly.

Mandatory pre-bid job site meeting will be held on **Thursday, February 23, 2012 at 10:00 A.M.** at Pier 78 Annex. Bidders to meet at the main gate on Christopher Columbus Blvd. at McKean St (access road across from Famous Dave's).

Questions must be in writing and should be sent to the attention of Donna Powell at e-mail address dpowell@philaport.com or fax (215) 426-6800. Questions must be received by **5:00 P.M., Friday, March 2, 2012.**

BIDDERS MUST PROVIDE TO THE PROCUREMENT DEPARTMENT IN WRITING, THE NAME/S OF INDIVIDUALS THAT WILL BE ATTENDING PRE-BID MEETINGS. THIS INFORMATION IS NEEDED TWENTY-FOUR (24) HOURS PRIOR TO THE MEETING. FAX TO 215-426-6800, ATTN: PROCUREMENT DEPARTMENT.

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PART 1

INSTRUCTIONS TO BIDDERS

FOR

PHILADELPHIA REGIONAL PORT AUTHORITY

CONTRACTS

(Revised as of November, 2011)

FOR USE ONLY WITH INVITATIONS TO BID.

INSTRUCTIONS TO BIDDERS

Section 1, Definitions:

The terms used herein shall have the same meanings as provided in the General Terms and Conditions attached as part of this project (the "General Conditions"). Reference herein to the terms "bidder" and "bidders" shall also include prospective bidders.

Section 2, Copies of the Contract Documents:

During the bid process, the Contract Documents are available on the Authority's website www.philaport.com and can be accessed under the procurement tab. In addition, the Contract Documents are on file and may be inspected during business hours at the offices of the Authority, 3460 N. Delaware Avenue 2nd Floor Philadelphia, Pennsylvania 19134. One or more copies of the Contract Documents may be obtained upon application to the Procurement Department by making a nonrefundable payment in the amount specified by the Authority for each set of Plans, Specifications, and bid forms requested. Presently there is no charge for obtaining a copy from the website.

Section 3, Examination of the Contract Documents and the Site:

A. Bidders shall acquaint themselves with the Contract Documents. Bidders shall acquaint themselves with conditions affecting the Work and, in the case of construction contracts, including but without limitation, the condition of walls and foundations of overlying and adjacent structures, and the character of the paving and the soil. The bid shall be prepared with due regard to the provisions of the Contract Documents and to the conditions existing or to be anticipated at the Site. The bidder shall not at any time after seven (7) calendar days prior to the date fixed for the opening of bids, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall the bidder claim any misunderstanding with regard to the nature, conditions or character of the Work to be done under the Contract. If the bidder raises a claim mentioned in Section 3(A) after seven (7) calendar days prior to the date fixed for the opening of bids, the claim shall be deemed untimely. A failure to timely raise any claim mentioned in Section 3(A) constitutes an admission that the bidder conducted a complete review of all documents pertinent to the bid and possessed a thorough understanding of said documents seven (7) calendar days prior to the bid opening. All claims shall be submitted in writing to the Executive Director of the Authority. The bidder shall assume all risks resulting from any changes in the conditions which may occur during the progress of the Work, except as provided in Section VIII (E) of the General Conditions.

B. Bidders are required to comply with any and all access control requirements imposed at the site to gain entry. In addition, to gain access to Authority facilities, bidders are required 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:

1. Relevant Provisions of the Facility Security Plan;

2. The meaning and consequential requirements of the different MARSEC levels as they apply to them, including emergency procedures & contingency plans;

3. Recognition and detection of dangerous substances and devices;

4. Recognition of characteristics and behavior patterns of persons who are likely to threaten security; and

5. Techniques used to circumvent security.

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.

C. Where borings, test piles, and existing underground and overhead structure locations are shown, they are solely for the information of the bidder; their correctness is not guaranteed by the Authority and in no event is such information to be considered part of the Contract. If this information is used by a bidder in preparing the bid, the bidder specifically assumes all risks resulting from conditions differing from the approximations shown. If bidders desire to obtain such data, the Authority will afford them the opportunity, at the bidders' own expense, to make borings or soundings, to drive test piles, or to dig test pits on the Site; provided, however, that the bidders shall restore the Site to the condition that existed prior to such excavation.

D. Before making any such excavations, borings or soundings, driving test piles, digging test pits on the Site, or undertaking any other examination of the subsurface thereof, the bidder shall provide to the Authority proof of insurance that is satisfactory to the Authority. Bidder is responsible for field verifying locations of all existing utilities. Prior to excavation or earth moving, the bidder is to contact PA One-Call to mark out locations of existing utilities.

Section 4, Pre-Bid Conferences:

A. In the event the Authority chooses to conduct a mandatory pre-bid conference, notice of the time and location of such conference will either be provided in the "Notice to Contractors", on the cover page of the Specifications, mailed to each bidder at the address provided to the Authority by the bidders or posted on the Authority's website. The failure of a bidder to attend such a mandatory pre-bid conference shall result in the bidder's bid being rejected. Minutes taken at such a mandatory pre-bid conference will

be maintained by the Authority and a copy of the minutes will be provided upon written request to the Authority.

B. In the event the Authority chooses to conduct an optional pre-bid conference attendance is not mandatory and notice of the time and location of such conference will either be provided in the "Notice to Contractors", on the cover page of the Specifications, mailed to each bidder at the address provided to the Authority by the bidders or posted on the Authority's website. Minutes taken at such an optional pre-bid conference will be maintained by the Authority and a copy of the minutes will be provided upon written request to the Authority.

Section 5, Questions on Interpretation of the Plans and Specifications:

During the Bidding Phase, every request for an interpretation of the Plans and/or Specifications shall be made in writing to the Director of Procurement. No oral interpretation will be made to the bidder as to the meaning of the Plans and/or Specifications, or any other Contract Documents, and information provided by any representative of the Authority shall not be relied upon by the bidder unless or until such information has been confirmed in writing. Any inquiry for an interpretation received five (5) or more calendar days prior to the date fixed for the opening of bids shall be given consideration. Every interpretation made to a bidder will be in the form of an addendum. All addenda issued shall be forwarded to the bidders at their respective addresses provided to the Authority by the bidder. All bidders shall be bound by the addenda, whether or not received by the bidders.

Section 6, Approved Equal:

Whenever an item is defined in this invitation for bids by trade name and catalogue number of a manufacturer or vendor, the term "or approved equal", if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a "no substitute" is requested. When a "no substitute" is requested, the Authority will consider bids for the referenced product only. The term "or approved equal" is defined as meaning any other make which, in the sole opinion of the Engineer, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified.

Section 7, Alternates:

A bidder who wants to offer an alternate or to include requests for the Engineer to approve an equal must notify the Professional in writing at least five (5) calendar days prior to the scheduled bid opening that bidder is requesting consideration of an alternate to the bid. The written notification from the bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. For consideration of approved equals, the notification must include the (a) complete identification of the product the bidder proposes to offer by trade name, brand and/or model number; (b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and (c)

indicate any known specification deviations from the referenced product. Upon receipt of the notification, the Professional will determine whether the alternate is acceptable. If the Professional, in its discretion, determines that the alternate is acceptable, the Professional will issue an addendum to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a bid offering the alternative will be rejected as non-responsive.

Section 8, New Equipment:

Unless otherwise specified in this invitation for bids, all products offered by bidders must be new or remanufactured. A "new" product is one that will be used first by the Authority after it is manufactured or produced. A "remanufactured" product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Professional, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit bidders from offering products with recycled content, provided the product is new or remanufactured.

Section 9, Submission of Bids:

A. Except as otherwise provided in the Contract Documents, all bids must be submitted on forms prepared by the Authority. All blank spaces in the bid shall be filled in correctly where indicated for each and every item for which a description is given, and the bidder must state the prices (which should be typed or written in ink, in words and numbers) for which the bidder proposes to do each part of the Work contemplated, and the total amount for all the parts included in any or all of the combinations of the Work. In case of any discrepancy, the written words shall be considered as being the bid price. The bidder shall submit with its bid a description of the Work the bidder will perform with the bidder's own organization, the percentage of the total Work this represents, the estimated cost thereof, and such other information as may be required by the Contract Documents.

B. The bidder shall sign the bid correctly. If the bid is made by an individual, the complete post office address should be given in addition to the individual's signature. If made by a partnership, the complete post office address of each partner of the partnership (limited and/or general, as applicable) must be given. If made by a corporation, the bid must be signed by the President or a Vice President and the Secretary or Treasurer of the corporation; otherwise, the signing individual's authority to execute such papers shall accompany the bid.

C. A bid which is incomplete or conditional or which contains additions or deductions not called for, or irregularities of any kind, including alterations or erasures, may be rejected by the Authority as an informal bid. Although the Authority reserves the right to waive technical defects or irregularities in a bid, a bid which is not accompanied by the security, as provided in Section 7 herein, may be rejected by the Authority.

Section 10, Security for Execution of the Contract:

A. All bids shall be accompanied by a certified bank treasurer's or cashier's check (the "Check") drawn in favor of the "Philadelphia Regional Port Authority" in an amount based on **ten percent (10%) of the gross amount of the bid** unless a different specific amount is set forth in the Contract Documents. The gross amount of the bid shall be the sum of all items bid upon without reduction for "deduct" alternates. In the event alternative bids are made by the bidder, the gross amount of the bid shall be based upon the larger of the alternative bids. A bid bond from a surety company authorized to business in the Commonwealth is also acceptable.

B. For purposes of estimating the amount of the Check, it will be assumed that the amount of labor, or the quantities of materials or supplies to be furnished, will be in accordance with the estimated quantities required to perform the work of the Base Bid in the Contract Documents; provided, however, that the Authority will not be bound by such estimates of the actual quantities of labor, materials or supplies required to be furnished under the Contract.

C. When bids are opened and the lowest responsible and responsive bidder has been determined, the Authority shall return forthwith all Checks except those from the lowest responsible and responsive bidder and the next two lowest responsible and responsive bidders. Upon the complete execution of the Contract Documents, the Checks of the lowest responsible and responsive bidder and the next two lowest responsible and responsive bidders will be returned.

Section 11, Delivery of Bids:

It is the responsibility of the bidder to ensure that the bid is received by the Authority prior to the time scheduled for the opening of bids. No bid shall be accepted or considered if it arrives after the time set for the opening of bids. Each bid shall be sealed in an envelope. If forwarded by mail, the envelope shall be addressed to the address for receiving bids noted in the "Notice to Contractors", preferably by registered mail. If forwarded otherwise than by mail, the bid shall be delivered at the offices of the Authority noted in the "Notice to Contractors" prior to the time stated in the "Notice to Contractors". All bids shall be enclosed in a sealed envelope and marked plainly on the outside with the bid number, bid description, and bid opening date. If the bid envelope is to be enclosed in another envelope for the purpose of express-type delivery, the exterior envelope shall be clearly marked as a bid and the bid number, bid description, and bid opening date shall be shown on the envelope.

Section 12, Modification of Bids:

A. Bids may be modified by written notice by a bidder or its authorized representative prior to the exact hour and date set for the opening of bids. If an authorized representative submits a modified bid on behalf of a bidder, written documentation substantiating that the authorized representative is authorized to make the modified bid and that the

modified bid is submitted on the bidder's behalf must be provided with the modified bid. A modification of the bid shall also state that the modification is in compliance with Sections 1 through 8 of the Instructions to Bidders for Philadelphia Regional Port Authority Contracts.

B. If the modified bid has an increase in the amount of the project that would require additional security, a check, as defined in Section 7(A), for the difference between the original security and the new security must accompany the modified bid. If a Check or bid bond is required pursuant to this Section 9 and is not enclosed with the modified bid, the modified bid shall be rejected and the original bid shall remain in force. Modified bids received after the exact hour and date specified for the opening of bids shall not be considered by the Authority.

Section 13, Withdrawal of Bids:

A. A bidder may withdraw its bid and any security therefor after such have been received by the Authority, provided that the bidder makes a request therefor in writing and the request is received by the Authority prior to the time fixed for the opening of bids. The letter confirming the withdrawal must be executed by parties authorized to execute the bid. Where the request for withdrawal is made by facsimile, said withdrawal will not be effective until a confirmation letter is received by the Authority. If the letter confirming the withdrawal is mailed via the United States postal service, the letter must be registered or certified and it must be received by the Authority prior to the time fixed for the opening of bids in order for the withdrawal to be effective. If the letter confirming the withdrawal is sent via an express-type delivery, the letter must be received by the Authority prior to the time fixed for the opening of bids in order for the withdrawal to be effective. If the letter is otherwise delivered, it must be received by the Authority prior to the time fixed for the opening of bids.

B. At the time of the opening of bids, the lowest responsible and responsive bidder on one contract may withdraw the bid or bids on subsequent contracts before such subsequent bids are read, if and only if, the representative of the bidder at the opening of bids has written authority executed by the persons who have executed the bid or bids to be withdrawn. Such written letter of authority shall be given to the representatives of the Authority prior to the time of the reading of the subsequent bids.

C. Within ten (10) calendar days after the opening of bids, a bidder may withdraw its bid only when the bidder establishes by credible evidence that the reason for the lower bid price was a clerical mistake as opposed to a judgment mistake and that the mistake was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in preparation of the bid. The request for a withdrawal in this instance must be received by the Authority with all supporting evidence.

D. The Authority shall make a written determination whether the supporting evidence supports the bidder's reason for the bidder's request for withdrawal. If the Authority

determines that the evidence provided does not support the bidder's request for withdrawal, the request for withdrawal shall be denied. If the Authority determines that the evidence provided does support the bidder's request for withdrawal, the request for withdrawal shall be granted and the security posted shall be returned after the Contract has been awarded except as provided below.

E. No bid may be withdrawn after the bid opening if the withdrawal of the bid will result in awarding the Contract to another bid of the same bidder, or a partner, corporation, or business venture owned by or in which the bidder has a substantial interest. Regardless of when the bid is withdrawn, any bidder who withdrew a bid shall not supply any material or labor to or perform any subcontract or other work agreement for any person to whom a contract or subcontract is awarded in the performance of the Contract for which the withdrawn bid was submitted, without the prior written approval of the Authority.

F. Any person may withdraw any bid filed and any security therefor and may refuse to enter into any contract with the Authority if the bid has not been accepted within sixty (60) calendar days of the date fixed for the opening of bids. However, if the award is delayed by the required approval of another governmental agency, the sale of bonds, the award of a grant or grants, or circumstances beyond the control of the Authority, the Authority, in its sole discretion, shall reject all bids or award the Contract to the lowest responsible and responsive bidder within one hundred and twenty (120) calendar days of the date fixed for the opening of bids. Thirty (30) calendar days extensions for the date of awarding the Contract may be made by the mutual written consent of the Authority and the lowest responsible and responsive bidder.

Section 14, Proof of Bidder's Responsibility:

A. In addition to the required certifications contained in the Bid Form, bidders may be required to show that they are responsible and capable of performing the Work, that they have successfully completed contracts substantially equivalent in scope and comparable in magnitude, and that they have the necessary financial resources to perform the Work in a proper and satisfactory manner, in accordance with the Contract Documents, and within the time specified. If the bidder is a corporation incorporated in a state other than the Commonwealth, the bidder shall state whether it is registered to do business in the Commonwealth. If the bidder operates under an assumed or fictitious name in the Commonwealth, the bidder shall state whether such name has been registered in the Commonwealth. No contract will be awarded to a bidder who is a foreign corporation or operating under a fictitious or assumed name unless the bidder has complied or agreed to comply with the proper registration under the laws of the Commonwealth. Should the information so required be refused or omitted to be given, or should it, in the judgment of the Authority, reveal that the bidder is not sufficiently equipped or qualified to enter into or perform the Contract, no bid from such bidder will be accepted or selected, and the Authority will notify the bidder to that effect.

B. In the event the bidders are required to file an experience questionnaire and financial statement with the Authority, such shall be completed on the form provided by the

Authority and returned as provided therein. Such a questionnaire and statement must be certified to be true and correct by an affidavit sworn to or affirmed before a notary public or other officer empowered to administer oaths or affirmations. Falsification of any information as requested may result in the rejection of the bid, forfeiture of the Check or bid bond, and/or cancellation of the Contract.

C. The Authority is obligated by law to follow certain nondiscrimination and contract compliance plans, and is committed to according equality of opportunity in employment and contracting by the Authority and its contractors, subcontractors, vendors and suppliers. The bidder, by submitting a bid, agrees to conform to the provisions of the nondiscrimination clause contained in Section III (D) of the General Conditions. In addition, not later than the date fixed for the opening of bids, or an earlier date if so specified by the Authority, bidders are required to submit documentation showing Minority Business Enterprise and Women Business Enterprise participation levels.

D. If required, in the sole judgment of the Authority, the bidder shall prove ownership of current assets over and above the current liabilities in an amount equal to:

   at least 20% of the bid price if the bid price is under $2,000,000;

   $400,000 plus 15% of the bid price in excess of $2,000,000 if the bid price is over $2,000,000 and does not exceed $3,500,000;

   $625,000 plus 10% of the bid price in excess of $3,500,000 if the bid price is over $3,500,000 and does not exceed $6,000,000;

   $875,000 plus 5% of the bid price in excess of $6,000,000 if the bid price is over $6,000,000.

E. No asset will be considered current unless there is a reasonable expectation that it will be realized within a period of twelve (12) months; nor will any liability be considered current that will not be liquidated within twelve (12) months.

F. The foregoing will guide the Authority in determining the responsibility of the bidder, but additional information may be requested by the Authority whenever in its sole discretion such information is necessary to determine the responsibility of the bidder.

G. In the event the bidder fails, refuses or neglects to submit any information required within the time period stated in any request therefore, or fails to qualify as a responsible bidder, the bidder's security for execution of the Contract may be forfeited to the use of the Authority, not as a penalty, but as liquidated damages. In addition, if a bidder is found not to be in compliance with the nondiscrimination clause contained in Section III (D) of the General Conditions, then the bidder may be required to comply with an affirmative action program established by the Authority in order for the bidder's bid to be considered.

H. All contractors must be registered with the Vendor Data Management Unit ("VDMU") of the Commonwealth of Pennsylvania if they wish to do business with the Authority. Registration may be done via the internet or via telephone and is required in order to be awarded a contract. VDMU will assign each contractor a vendor ID number which will be used to identify that contractor within the Commonwealth. Please use the following information to complete the vendor registration form, or to make changes to an existing vendor ID number:

Central Vendor Mangament Unit
Phone 717-346-2676
Toll Free 1-866-435-7363
Web Address: www.vendorregistration.state.pa.us

Section 15, Comparison of Bids:

A. Bids will be compared on the basis of the aggregate of all items in the bids, unless otherwise specified.

B. In accordance with the Reciprocal Limitations Act (62 Pa. C.S.A. § 107 *et seq.*) which is incorporated herein by reference as if fully set forth herein, the Authority shall grant a preference to bidders offering goods produced in the Commonwealth, and to bidders organized and located in the Commonwealth, but only against and to the extent other states discriminate against the Commonwealth. The amount of preference shall be equal to the amount of preference applied by the state of the nonresident bidder. A Commonwealth "resident bidder" is defined as a person, partnership, corporation or other business entity authorized to transact business in the Commonwealth and having a bonafide establishment for transacting business in the Commonwealth at which it was transacting business on the date bids for the contract were first solicited.

C. The following is a list of states which have been found to have applied a preference favoring instate bidders and the amount of the preference:

STATE PREFERENCE

1.	Arizona	5% (construction material from Arizona resident dealers only)
2.	Montana	3%
3.	West Virginia	2.5% for construction, repair improvement of any buildings.
4.	Wyoming	5%

D. In calculating the preference for purposes of determining the low bidder, the amount of a bid submitted by Commonwealth resident bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residence.

E. The Authority will use the address stated in the bid in determining whether the bidder is a Commonwealth resident bidder or whether the bidder is a nonresident bidder from a state that applies a preference favoring bidders from that state.

F. In accordance with 71 Pa. C.S.A. § 773.110, it is unlawful to use or furnish aluminum or steel products made in a foreign country which discriminates against the Commonwealth. In addition, all of the Work must comply with the Steel Products Procurement Act (73 Pa. C.S.A. § 1881 *et seq.*), which is incorporated herein by reference. As provided in the Steel Products Procurement Act, if any steel products are to be used or supplied in the performance of the Work, only steel products produced from steel made in the United States, as provided in that act, may be used, unless the Authority, in writing, determines that such steel products are not produced in the United States in sufficient quantities to meet the requirements of the Contract. The bidder shall provide the Authority with certification, which is acceptable to the Authority, to the effect that the bidder's compliance with the Specifications will not adversely effect the bidder's ability to comply with the above-referenced statutes.

Section 16, Collusive Bids Will Be Rejected:

The bids of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one bid in such manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a collusive bidder. The Authority may reject the bids of any collusive bidder upon bid openings. Nothing in this Section 13 shall prevent a bidder from superseding a bid by a subsequent bid delivered prior to the opening of bids which expressly revokes the previous bid.

Section 17, Award of the Contract:

The Contract will be awarded to the lowest responsible and responsive bidder; the Authority reserves the right, however, to reject any or all bids, in whole or in part, should it deem it in its best interest to do so. If the lowest responsible and responsive bidder withdraws the bid or refuses award of the Contract, the Authority shall have the right to award the Contract to the next lowest responsible and responsive bidder or to reject all bids and rebid the Contract.

Section 18, Execution of the Contract Documents and Notice to Proceed:

A. Within Sixty (60) calendar days of the date that the Contract is awarded, the Contract shall be executed by the Authority and the successful bidder, and the Authority shall issue a notice to proceed unless the time shall be extended by the mutual consent of the Authority and the successful bidder. As the Authority is an independent agency of the Commonwealth, for the purposes and within the meaning of the Act of October 15, 1980 (P.L. 950, No. 164), known as the Commonwealth Attorneys Act, all Contracts must be approved as to form and legality by the Office of the Attorney General. If any Plans are needed for the Work, the Plans shall be signed by the Professional or any outside engineer designated by the Professional. Unless otherwise specifically provided in the

Contract Documents, or by the Engineer, the bidder shall begin the Work within ten (10) Working Days from the date of notice to proceed.

B. Any bidder not lawfully released from the submitted bid, who refuses to execute a contract in accordance with the submitted bid, or who refuses to furnish the required bonds and insurance, shall be liable to the Authority in the amount of the security deposited with the bid as liquidated damages; or where the damages are readily ascertainable, such bidder shall be liable for the actual loss or damage sustained by the Authority by the failure of such bidder to enter into the Contract and perform the Work.

C. By executing the Contract, the bidder represents that the bidder has (i) examined the Contract Documents thoroughly, (ii) visited the Site to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work, (iii) become familiar with Federal, Commonwealth and City laws, ordinances, rules and regulations that may in any manner effect cost, progress or performance of the Work, (iv) studied and carefully correlated the bidder's observations with the Contract Documents, (v) received all information and documents necessary to allow the bidder to perform all of the Work required under the Contract Documents, and (vi) reviewed and acknowledged the requirements of the Philadelphia Regional Port Authority Act (55 Pa. C.S.A. § 697.1 *et seq.*). The bidder shall not at any time after the execution of the Contract make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall the bidder claim any misunderstanding with regard to the nature, conditions, or character of the Work to be done under the Contract.

Section 19, Contract Surety:

A. The bidder will be required at the time of the execution of the Contract to give security for the full and faithful performance of the Contract in accordance with the Contract Documents, in the form of a performance bond, with a surety company reasonably acceptable to the Authority as surety thereon, in a sum equal to one hundred percent (100%) of the Contract Sum. Such performance bond shall be solely for the protection of the Authority. The performance bond shall remain in effect for at least twelve (12) months following the date of final acceptance of the Work.

B. In addition to the above-mentioned performance bond, the bidder will be required at the time of the execution of the Contract to provide a payment bond, in a sum equal to one hundred percent (100%) of the Contract Sum, with a surety company approved by the Authority as surety thereon. Such payment bond shall be solely for the protection of claimants supplying labor or materials to the bidder or to any subcontractors, in the performance of the Work. The payment bond shall remain in effect for at least twelve (12) months following the date of final acceptance of the Work.

C. Any person, partnership, association, or corporation furnishing labor or materials in connection with the performance of the Contract shall have a right of action to recover the cost thereof from the bidder and the surety on the payment bond as though such person, partnership, association, or corporation had been named specifically as obligee in

such bond; subject to the provisions of 62 Pa. C.S.A. § 903. It is hereby agreed that no third party rights arise against the Authority for any reason under this Section 16 and the bidder hereby agrees to so inform all subcontractors in writing as part of any such subcontract.

D. The performance bond, the payment bond, and the maintenance bond referred to in Subsection 16(f) shall be executed by one or more surety companies legally authorized to do business in the Commonwealth, shall be payable to the Authority, and shall be filed with the Authority.

E. The surety company which is designated by the lowest responsible and responsive bidder in accordance with this Section 17 for the faithful performance of the Contract and the prompt payment for materials and labor shall, with its contract bond, furnish the Authority a certificate showing that the amount of the bond is not in excess of ten percent (10%) of the surety company's capital and surplus. If the surety company is unable to furnish such a certificate to the Authority, then the surety company must furnish evidence that appropriate reinsurance or other security has been obtained in conformity with Section 661 of the Pennsylvania Insurance Company Law of 1921 (40 Pa. C.S.A. § 832). If the surety company has entered into an agreement for reinsurance under the foregoing section of the law, the bond shall be supported by a duplicate original of the reinsurance agreement which shall contain a "direct liability to insured" clause enabling the Authority to maintain an action against the surety company jointly with the reinsurer and, upon recovering judgment against the surety company, to recover against the reinsurer for payment to the extent that the reinsurer is liable under the reinsurance agreement.

F. In lieu of retainage to be held by the Authority during the period of guarantee discussed in Section XVI (A) of the General Conditions, the bidder may submit a maintenance bond acceptable to the Authority in the amount of the Contract Sum. The maintenance bond shall remain in effect at least until the expiration of the period of guarantee.

Section 20, Contract Interpretation:

A. The Bid of the successful bidder, including the completed SSSC Form (defined in Section 22(B)) and accompanying documents regarding solicitation and commitments to MBEs and WBEs, become part of the contract.

B. If the bidder in the course of the Work finds any conflict, error or discrepancy in or between the Contract Documents, such conflict, error or discrepancy shall be immediately referred to the Professional in writing, with a copy sent to the Authority, to be interpreted in accordance with the order of precedence established in Article VI of the Contract. The Professional's interpretation shall be reviewed for approval by the Authority. If approved, such interpretation shall be issued to the bidder in writing by the Professional within ten (10) calendar days after receipt of the bidder's written request.

C. The Contract Documents are complementary, and what is required by any one of the Contract Documents shall be binding as if required by all. If any of the Contract

Documents conflict, they shall be interpreted in accordance with the order of precedence established in Article VI of the Contract. Words which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

Section 21, Protests in Connection with the Solicitation or Award of a Contract:

A. An actual or prospective bidder who is aggrieved in the connection with the solicitation or award of a contract must file a protest with the Executive Director of the Authority in writing within seven (7) calendar days after the bidder knows or should have known of the facts giving rise to the protest. Protests received after the seven (7) calendar days are deemed untimely and can be disregarded by the Authority.

B. Upon receipt of a timely protest and until the time has elapsed for the bidder to file an action in Commonwealth Court, the Authority shall not proceed further with the solicitation or with the award of the Contract unless and until the Executive Director makes a written determination that the protest is clearly without merit or that award of the Contract without delay is necessary to protect substantial interests of the Commonwealth.

C. If the protest is not resolved by mutual agreement, the Executive Director shall promptly, but in no event later than sixty (60) calendar days from the filing of the protest, issue a decision in writing stating the reason for the action taken and notifying the bidder of their right to file an action in the Commonwealth Court within fourteen (15) calendar days from the mailing date of the decision.

D. No action may be commenced in Commonwealth Court in connection with the solicitation or award of a Contract unless the bidder has exhausted the remedies set forth in this Section 18.

Section 22, Certified Minority and Woman Business Utilization:

A. Participation Level:

1. The Authority has established Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) minimum participations levels (MPLs) of five percent (10%) for MBE and three percent (2%) for WBE of the dollar amount of the bid for the contract.

2. The MPLs serve exclusively as a threshold in determining bidder responsibility. The Authority will not reject a bidder as not responsive solely because it fails to reach the MPLs; however, the bidder must provide evidence of credible attempts to meet MPLs as further outlined in this section. To determine its participation level, a bidder should divide the mount of the commitments by the total amount of the bid.

3. MBE/WBE subcontractors and manufacturers will be credited toward the MPLs at 100 percent. Stocking suppliers are credited 100 percent. 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 percent; 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.

4. The Authority will not permit credit to a MBE/WBE firm that is the prime bidder toward meeting the contract MPLs.

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

6. A firm that is both a MBE and a WBE will receive credit toward the MPLs as either a MBE or WBE, not in both categories. Bidders must indicate whether the firm is being listed as either a MBE or WBE. If the bidder does not indicate whether it is using the firm as a MBE or a WBE, and that firm is certified as both a MBE and WBE, the Authority will credit the firm as either a MBE or a WBE at its choice.

B. Responsiveness:

1. Bidders must submit all MBE/WBE information with bids, including information indicating all MBEs and WBEs that have been solicited, all quotes that have been received (solicited and unsolicited) and all MBEs and WBEs to which commitments have been made.

    a. Documentation of such solicitations, quotes, and commitments must be submitted concurrently with the bid on the MBE/WBE Subcontractor and Supplier Solicitation and Commitment Form ("SSSC Form") provided with the bid documents.

    b. To be considered responsive, where the bid exceeds $50,000, the bidder must solicit subcontract and supply proposals from at least five (5) eligible, certified MBEs and five (5) eligible, certified WBEs. For subcontractors, solicitations must be made in the county in which the work is to be performed, adjoining counties and any other county within a 50 mile radius of the job site ("Work Area").

    c. If fewer than five (5) eligible, certified MBEs or five (5) eligible, certified WBE's exist within the Work Area, the bidder shall solicit from each category the minimum possible number of certified entities within the Work Area and solicited the remaining required number of certified entities outside of the Work Area.

    d. The bidder must initiate all MBE/WBE solicitations no later than five (5) days prior to the scheduled bid opening, except where otherwise specifically permitted in the contract documents.

Failure to submit the mandatory information as shown on the SSSC form, quotes, and commitment is sufficient cause for rejection of the bid as not responsive.

2. Mailings to large numbers of MBEs and WBEs, which are intended to provide notice of a contractor's interest in bidding a construction 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. **Limited numbers of, or nonexistent, MBEs or WBEs in a geographical area, by itself, is not a reason for failing to solicit manufacturers or suppliers.**

4. Bidders failing to meet the MPLs (MBE and WBE) must submit, concurrently with the bid submissions, a written explanation of why the MPLs (MBE and WBE) have not been met. This explanation must demonstrate that the bidder has not engaged in discriminatory contracts. The Authority will not credit firms not certified as MBEs or WBEs by the Department of General Services toward a bidder's MPLs.

   The bidder must:

   a. Indicate whether MBEs or WBEs were solicited for each type of work the bidder expects to subcontract work or material in any area where a quote was received from a minority or women business; and
   b. Indicate the reason why a MBE or WBE has not committed to for a type of subcontract work or material in any area where a quote was received from a minority or women business; and

   c. Where the bidder receives no quotations and makes no commitments to MBEs or WBEs, specify on the SSSC Form that no quotes were received. If there is another reason why no commitments were made, then provide this reason. If the bidder fails to use a quote from an MBE or WBE because the bidder feels the quote was not competitive, the bidder must submit a copy of the lower or more competitive quote(s).

5. Failure to submit the required information related to MBE/WBE participation concurrent with the bid may result in the bid being deemed non-responsive and rejected.

6. If a bidder is deemed responsive, it does not mean that the bidder will be awarded the contract.

C. Responsibility:

1. The submissions from each bidder are subject to review to determine whether the bidder has discriminated in the selection of manufacturers, subcontractors and suppliers.

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

a. The bidder, whose actions resulted in a limited or no commitment to MBEs or WBEs, was not motivated by considerations of race or gender. If the bidder receives a solicited or unsolicited quote and does not utilize all or any portion of the quote, the bidder must explain why the quote was not used, or why only a portion of the quote was used.

b. Minority and woman businesses were not treated less favorably than other businesses in the contract solicitation and commitment process.

c. Solicitation and commitment decisions were not based upon policies which disparately affect MBEs or WBEs.

3. Commitments to MBE and WBE firms made at the time of bidding must be maintained throughout the term of any resulting contract, unless a change in commitment to these firms has been pre-approved in writing by the Authority.

D. Access to Information:

The Authority and the Office of Inspector General may obtain documents and information from any bidder, contractor, subcontractor, supplier or manufacturer that may be required to ascertain bidder or contractor responsibility. If the bidder fails to provide requested information, the Authority may declare the bidder not responsible. Information the Authority obtains during a review of a firm's solicitation and commitment process will be maintained on a confidential basis, to the extent permitted by law.

E. MBE/WBE Certification:

Bidders will not be given credit for MBE/WBE manufacturers, subcontractors or suppliers that are not certified by the Department of General Services of the Commonwealth of Pennsylvania ("DGS") as MBEs or WBEs. All firms listed on bid documents, including out of state firms, must be certified by DGS as an MBE or WBE for the Contractor to receive credit.

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

Under the Act of December 21, 1984, No. 230 P.L. 1201, 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. Verification of Commitments:

The Contractor may be required, at the Authority's discretion, to provide documentation that may include cancelled checks, invoices, etc. that the MBE/WBE commitments made at the time of bid are being utilized as agreed upon and payment is being made for goods or

services provided as per the contract.

G. Resources:

1. The Bureau of Minority and Woman Business Opportunities maintains a listing of certified MBEs and WBEs.

2. BMWBO staff may be reached at the following address:

   Bureau of Minority and Woman Business Opportunities
   Room 611, North Office Building
   Harrisburg, PA 17125
   Phone: 717-787-7380

3. PA Unified Certification Program www.paucp.com

PART 2

BID FORM

FOR

CONCRETE FLOOR REPAIRS

AT

PIER 78 ANNEX

I. Monetary Section:

The undersigned, _____ ("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:

Item No.	Description	Unit	Quantity	Unit Price	Total Price (Quantity x Unit Price)
1	Floor Scarification and Resinous Floor System	SF	16,000		
2	Expansion Joint Repair	LF	325		
3	Control Joint Repair	LF	520		
4	Floor Slab Demolition and Replacement	SF	213		
Total Base Bid in Numbers					$

Total Base Bid in Words

_____

_____

Contract will be awarded based on Total Base Bid. Quantities are minimums and may increase. Contractor will be paid for actual quantities based on unit prices above.

II. 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:

_____

_____

_____

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

$_____

III. 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

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:_____

IV. 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.

V. 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;

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 ___ day of _____, 2011

_____
Corporate or Business Name of Bidder

_____
Address Including Zip Code

_____
Signature of President or
Vice President

_____
Signature of Secretary,
Assistant Secretary
Treasurer or Assistant Treasurer

_____
Type or Print Name and Title

_____
Type or Print Name and Title

_____
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.

11/2002

MBE/WBE SUBCONTRACTOR AND SUPPLIER SOLICITATION AND COMMITMENT SHEET

(1)	(9)	(2)
Company Name: EID No.: Address: Telephone ( )	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.	Contract Number and Point: Project Name: County: Bid Amt.: $

(10) All enterprises solicited or which have provided unsolicited quotes must be included on this form.

(3) Company Name, Address, Zip Code, Tel. No. with Area Code and Contact Person's Name	(4) Certification Number and Name of Using Agency		(5) Type of Work to be Performed and/or Material to be Supplied	(6) Total Dollar Amount of Quote Received	(7) Total Commitment Dollar Amount
	MBE	WBE			

(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.

Targets Established: MBE____ WBE ___

(8) _____

Achieved: MBE____ WBE ___

11/2002

PART 3

pennsylvania
DEPARTMENT OF LABOR & INDUSTRY

BUREAU OF LABOR LAW COMPLIANCE

PREVAILING WAGES PROJECT RATES

Project Name: Pier 78 Annex Floor Repair

Awarding Agency: PRPA
Contract Award Date: 3/8/2012
Serial Number: 12-00814
Project Classification: Building
Determination Date: 2/14/2012
Assigned Field Office: Philadelphia
Field Office Phone Number: 215-560-1858
Toll Free Phone Number:

Philadelphia County

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2010		$39.64	$28.00	$67.64
Asbestos & Insulation Workers	5/1/2011		$40.39	$28.00	$68.39
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2010		$23.59	$15.15	$38.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2011		$24.22	$16.02	$40.24
Boilermakers	1/1/2011		$37.35	$28.12	$65.47
Boilermakers	1/1/2012		$37.62	$29.85	$67.47
Bricklayer	5/1/2010		$34.06	$22.55	$56.61
Bricklayer	5/1/2011		$34.06	$23.35	$57.41
Carpenter - Chief of Party (Surveying & Layout)	5/1/2009		$43.01	$22.40	$65.41
Carpenter - Chief of Party (Surveying & Layout)	5/1/2010		$43.01	$23.34	$66.35
Carpenter - Chief of Party (Surveying & Layout)	5/1/2011		$43.82	$23.84	$67.66
Carpenter - Instrument Person (Surveying & Layout)	5/1/2009		$37.40	$22.40	$59.80
Carpenter - Instrument Person (Surveying & Layout)	5/1/2010		$37.40	$23.34	$60.74
Carpenter - Instrument Person (Surveying & Layout)	5/1/2011		$38.10	$23.84	$61.94
Carpenter - Rodman (Surveying & Layout)	5/1/2009		$19.45	$17.30	$36.75
Carpenter - Rodman (Surveying & Layout)	5/1/2010		$19.45	$20.55	$40.00

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Rodman (Surveying & Layout)	5/1/2011		$19.81	$21.38	$41.19
Carpenters	5/8/2010		$37.40	$23.64	$61.04
Carpenters	5/1/2011		$38.10	$23.84	$61.94
Cement Masons	5/1/2010		$32.20	$25.71	$57.91
Cement Masons	5/1/2011		$32.45	$26.46	$58.91
DockBuilder/Pile Drivers (Building, Heavy & Highway)	7/1/2010		$37.60	$27.57	$65.17
DockBuilder/Pile Drivers (Building, Heavy & Highway)	7/1/2011		$38.15	$28.27	$66.42
DockBuilder/Pile Drivers Divers (Building Heavy & Highway)	7/1/2010		$45.12	$27.57	$72.69
Drapery Installers	5/1/2010		$31.34	$22.24	$53.58
Drywall Finisher	5/1/2010		$33.00	$22.41	$55.41
Drywall Finisher	5/1/2011		$33.11	$23.45	$56.56
Electric Lineman	5/31/2010		$44.62	$19.50	$64.12
Electric Lineman	5/31/2011		$45.63	$19.77	$65.40
Electric Lineman	11/28/2011		$46.67	$20.04	$66.71
Electric Lineman	5/28/2012		$47.72	$20.33	$68.05
Electric Lineman	11/26/2012		$48.79	$20.61	$69.40
Electricians	5/3/2010		$46.85	$26.13	$72.98
Electricians	5/2/2011		$46.85	$29.89	$76.74
Electricians	4/30/2012		$48.68	$31.06	$79.74
Electricians-Telecommunications Senior Technician	5/3/2010		$42.03	$17.98	$60.01
Electricians-Telecommunications Senior Technician	5/2/2011		$43.29	$19.71	$63.00
Electricians-Telecommunications Senior Technician	4/30/2012		$46.23	$20.28	$66.51
Electricians-Telecommunications Tech A (See notes)	5/3/2010		$37.46	$17.15	$54.61
Electricians-Telecommunications Tech A (See notes)	5/2/2011		$38.76	$18.85	$57.61
Electricians-Telecommunications Tech A (See notes)	4/30/2012		$41.70	$19.41	$61.11
Elevator Constructor	1/1/2011		$48.15	$21.99	$70.14
Elevator Constructor	1/1/2012		$48.30	$23.84	$72.14
Floor Layer	5/1/2010		$37.41	$24.06	$61.47
Glazier	5/1/2010		$36.67	$24.53	$61.20

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Glazier	5/1/2011		$37.35	$25.25	$62.60
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2010		$44.70	$26.69	$71.39
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2011		$44.70	$27.19	$71.89
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2012		$44.70	$28.14	$72.84
Iron Workers (Riggers)	7/1/2010		$35.02	$17.75	$52.77
Iron Workers (Riggers)	7/1/2011		$35.52	$23.98	$59.50
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2010		$37.43	$24.90	$62.33
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2011		$38.03	$25.40	$63.43
Laborers (Class 01 - See notes)	5/1/2010		$23.85	$22.30	$46.15
Laborers (Class 01 - See notes)	5/1/2011		$24.75	$22.30	$47.05
Laborers (Class 02 - See notes)	5/1/2010		$25.97	$21.73	$47.70
Laborers (Class 02 - See notes)	5/1/2011		$26.87	$21.73	$48.60
Laborers (Class 03 - See notes)	5/1/2010		$24.37	$22.28	$46.65
Laborers (Class 03 - See notes)	5/1/2011		$25.17	$22.28	$47.45
Laborers (Class 04 - See notes)	5/1/2011		$25.27	$21.65	$46.92
Laborers (Class 05 - See notes)	5/1/2011		$25.42	$21.45	$46.87
Landscape Laborer	4/1/2009		$18.31	$19.98	$38.29
Marble Finisher	5/1/2010		$28.63	$19.97	$48.60
Marble Finisher	5/1/2011		$28.68	$20.72	$49.40
Marble Mason	5/1/2010		$34.36	$21.77	$56.13
Marble Setters	5/1/2011		$34.35	$22.58	$56.93
Millwright	7/1/2010		$35.13	$26.33	$61.46
Millwright	7/1/2011		$35.78	$26.99	$62.77
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2010		$40.04	$22.07	$62.11
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2011		$40.04	$23.42	$63.46
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2012		$41.08	$23.83	$64.91
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2013		$42.12	$24.24	$66.36
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2010		$43.04	$22.96	$66.00
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2011		$43.04	$24.31	$67.35

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2012		$44.09	$24.71	$68.80
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2013		$45.13	$25.12	$70.25
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2010		$39.79	$22.00	$61.79
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2011		$39.79	$23.35	$63.14
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2012		$40.83	$23.76	$64.59
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2013		$41.88	$24.16	$66.04
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2008		$40.21	$21.12	$61.33
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2009		$42.80	$21.88	$64.68
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2010		$42.80	$22.88	$65.68
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2011		$42.80	$24.23	$67.03
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2012		$43.84	$24.64	$68.48
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2013		$44.88	$25.05	$69.93
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2010		$35.71	$20.79	$56.50
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2011		$35.71	$22.14	$57.85
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2012		$36.75	$22.55	$59.30
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2013		$37.79	$22.96	$60.75
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2010		$35.40	$20.71	$56.11
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2011		$35.40	$22.06	$57.46
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2012		$36.45	$22.46	$58.91
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2013		$37.49	$22.87	$60.36
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2010		$33.68	$20.20	$53.88
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2011		$33.68	$21.55	$55.23
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2012		$34.73	$21.95	$56.68
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2013		$35.77	$22.36	$58.13
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2010		$32.69	$19.91	$52.60
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2011		$32.69	$21.26	$53.95

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2012		$33.74	$21.66	$55.40
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2013		$34.78	$22.07	$56.85
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2010		$48.05	$25.55	$73.60
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2011		$48.05	$27.10	$75.15
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2012		$49.30	$27.59	$76.89
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2013		$50.55	$28.07	$78.62
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2010		$47.75	$25.47	$73.22
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2011		$47.75	$27.02	$74.77
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2012		$49.00	$27.51	$76.51
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2013		$50.25	$28.00	$78.25
Painters Class 1 (see notes)	5/1/2010		$32.31	$20.84	$53.15
Painters Class 1 (see notes)	5/1/2011		$32.94	$21.49	$54.43
Painters Class 2 (see notes)	5/1/2010		$40.85	$20.94	$61.79
Painters Class 2 (see notes)	5/1/2011		$42.20	$21.59	$63.79
Painters Class 2 (see notes)	11/1/2011		$44.17	$21.62	$65.79
Painters Class 3 (see notes)	5/1/2010		$32.69	$20.84	$53.53
Painters Class 3 (see notes)	5/1/2011		$33.32	$21.49	$54.81
Plasterers	5/1/2010		$32.90	$24.85	$57.75
Plumbers	5/1/2010		$41.53	$26.01	$67.54
Plumbers	5/1/2011		$41.53	$28.01	$69.54
Plumbers	5/1/2012		$41.53	$30.26	$71.79
Pointers, Caulkers, Cleaners	5/1/2010		$35.05	$21.60	$56.65
Pointers, Caulkers, Cleaners	5/1/2011		$35.10	$22.45	$57.55
Roofers (Composition)	5/1/2010		$30.75	$24.95	$55.70
Roofers (Composition)	5/1/2011		$30.75	$25.95	$56.70
Roofers (Shingle, Slate, Tile)	5/1/2009		$23.25	$13.62	$36.87
Roofers (Shingle, Slate, Tile)	5/1/2011		$23.75	$15.62	$39.37
Sheet Metal Workers	5/1/2010		$38.36	$32.67	$71.03
Sheet Metal Workers (Building, Heavy, Highway)	5/1/2011		$38.36	$32.67	$71.03

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Sheet Metal Workers (Building, Heavy, Highway)	5/1/2012		$38.36	$34.57	$72.93
Sign Makers and Hangars	5/21/2010		$24.33	$16.37	$40.70
Sign Makers and Hangars	5/20/2011		$23.70	$17.69	$41.39
Sprinklerfitters	5/1/2010		$46.12	$19.85	$65.97
Sprinklerfitters	1/1/2011		$46.62	$19.85	$66.47
Sprinklerfitters	5/1/2011		$46.47	$20.35	$66.82
Sprinklerfitters	1/1/2012		$46.65	$20.82	$67.47
Steamfitters	5/1/2010		$44.93	$26.43	$71.36
Stone Masons	5/1/2010		$34.36	$21.77	$56.13
Stone Masons	5/1/2011		$34.35	$22.58	$56.93
Stone Masons	5/1/2011		$34.35	$22.58	$56.93
Terrazzo Finisher	5/1/2010		$32.41	$19.06	$51.47
Terrazzo Finisher	5/1/2011		$32.41	$19.96	$52.37
Terrazzo Grinder	5/1/2011		$32.66	$19.96	$52.62
Terrazzo Mechanics	5/1/2010		$35.41	$21.67	$57.08
Terrazzo Mechanics	5/1/2011		$36.30	$21.78	$58.08
Tile Finisher	5/1/2010		$29.11	$20.59	$49.70
Tile Finisher	5/1/2011		$29.16	$21.34	$50.50
Tile Layers	5/1/2010		$36.15	$21.03	$57.18
Tile Layers	5/1/2011		$36.20	$21.78	$57.98
Truckdriver class 1(see notes)	5/1/2010		$26.00	$13.48	$39.48
Truckdriver class 1(see notes)	5/1/2011		$26.65	$13.90	$40.55
Truckdriver class 2 (see notes)	5/1/2010		$26.00	$13.48	$39.48
Truckdriver class 3 (see notes)	5/1/2010		$26.25	$13.48	$39.73

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2010		$43.76	$23.40	$67.16
Carpenter - Chief of Party (Surveying & Layout)	5/1/2011		$44.56	$23.90	$68.46
Carpenter - Instrument Person (Surveying & Layout)	5/1/2010		$38.05	$23.40	$61.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2011		$38.75	$23.90	$62.65
Carpenter - Rodman (Surveying & Layout)	5/1/2010		$30.44	$23.40	$53.84
Carpenter - Rodman (Surveying & Layout)	5/1/2011		$31.00	$21.89	$52.89
Carpenters	5/1/2010		$38.05	$23.40	$61.45
Carpenters	5/1/2011		$38.75	$23.90	$62.65
Cement Masons	5/1/2010		$31.10	$25.46	$56.56
Cement Masons	5/1/2011		$31.35	$26.21	$57.56
Cement Masons	5/1/2012		$32.60	$26.21	$58.81
Cement Masons	5/1/2013		$33.85	$26.21	$60.06
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2010		$44.70	$26.69	$71.39
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2011		$44.70	$27.19	$71.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2012		$44.70	$28.14	$72.84
Laborers (Class 01 - See notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 01 - See notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 02 - See notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 02 - See notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 03 - See notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 03 - See notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 04 - See notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 04 - See notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 05 - See notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 05 - See notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 06 - See notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 06 - See notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 07 - See notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 07 - See notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 08 - See notes)	5/1/2010		$25.15	$22.00	$47.15

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 08 - See notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 09 - See notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 09 - See notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 10- See notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 10- See notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 11 -See Notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 11 -See Notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 12 -See Notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 12 -See Notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 13 -See Notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 13 -See Notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers (Class 14 -See Notes)	5/1/2010		$25.15	$22.00	$47.15
Laborers (Class 14 -See Notes)	5/1/2011		$25.95	$22.00	$47.95
Laborers Utility (PGW ONLY)	5/1/2008		$25.00	$12.03	$37.03
Laborers Utility (PGW ONLY)	5/1/2010		$25.60	$13.63	$39.23
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2008		$17.97	$12.03	$30.00
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2010		$18.57	$13.63	$32.20
Landscape Laborer	4/1/2010		$18.44	$19.90	$38.34
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2009		$42.98	$24.84	$67.82
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2010		$44.83	$26.09	$70.92
Truckdriver class 1(see notes)	5/1/2007		$23.35	$11.92	$35.27
Truckdriver class 1(see notes)	5/1/2010		$25.90	$13.48	$39.38
Truckdriver class 1(see notes)	5/1/2011		$26.65	$13.90	$40.55
Truckdriver class 2 (see notes)	5/1/2007		$23.45	$11.92	$35.37
Truckdriver class 2 (see notes)	5/1/2010		$26.00	$13.48	$39.48
Truckdriver class 2 (see notes)	5/1/2011		$26.65	$13.90	$40.55
Truckdriver class 3 (see notes)	5/1/2007		$23.70	$11.92	$35.62
Truckdriver class 3 (see notes)	5/1/2010		$26.25	$13.48	$39.73
Truckdriver class 3 (see notes)	5/1/2011		$26.90	$13.90	$40.80

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total

Notes:
If you can not find a classification under Heavy/Highway please refer to the Building classifications.

For further information on construction types review the "Notes as Referenced in Predeterminations" on the Labor and Industry Website. Go to www.dli.state.pa.us, scroll down to the picture labeled "Labor Law Compliance" and click the picture. Then scroll down on the left menu and click on the "Prevailing Wage" link.

GENERAL CONDITIONS OF

PHILADELPHIA REGIONAL PORT AUTHORITY

CONTRACTS

(Revised as of November 1, 2011)

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GENERAL CONDITIONS OF
PHILADELPHIA REGIONAL PORT AUTHORITY CONTRACTS

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 VI of the Contract.

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

"Contract Sum" shall mean the amount stated in Article III 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 Chief Engineer of the Authority.

"Date of Completion" shall mean the date specified in Article IV 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 Chief Engineer of the Authority, or any successor or successors duly appointed in writing by the Chief Engineer, 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.

"Samples" are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged.

"Shop drawings" are drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog data, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work.

"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 II 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.

II. Contract Award & Contractor Responsibility:

A. Authority's Right to Award Separate Contracts:

The Authority reserves the right to award other contracts in connection with other portions of the Project under these or similar conditions of the Contract. When separate prime contracts are awarded for different portions of the Project, the "Contractor" in the Contract Documents in each case shall be the contractor who signs each separate prime contract.

B. Mutual Responsibility of Contractors:

1. If any part of the Contractor's Work depends for proper execution or results upon the work of any other prime contractors or their subcontractors, the Contractor shall inspect and promptly report in writing to the Professional and the Authority any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other prime contractors' or their subcontractors' work as fit and proper to receive the Contractor's Work, except as to defects which may develop in the other prime contractors' or their subcontractors' work after the execution of the Contractor's Work.

2. The Work shall be conducted so as not to interfere with the work of other contractors. If any part of the Contractor's Work depends for proper execution or results upon work being done by other prime contractors or their subcontractors not under contract with the Contractor, the Contractor shall inspect and promptly report in writing to the Professional and the Authority any interference, defects, or delays in the work done or being done by the other prime contractors or their subcontractors. In the event that any prime contractor shall not complete the various portions of the Project in general harmony, and another prime contractor shall be caused damage or injury by the failure to so act in harmony, the prime contractor damaged or injured shall have the right to settle by agreement or arbitration such claim or disputes in accordance with the provisions of Section X (B), herein. The Authority, however, shall not be liable to any prime contractor for any increased costs or damages resulting from the defective work, interference, or delays of other prime contractors.

C. Cooperation With Other Contractors:

1. The Contractor shall cooperate with any other contractors on concurrent work that may be on or adjacent to the Contractor's Work, and shall afford reasonable facilities and access to them. Except as provided in Section X (B), herein, the Engineer will decide any matters in dispute as to the performance of the Work, including access to the Site and priority of performance on either side of the division line between contiguous Contract sections.

2. The Contractor shall afford other prime contractors and their subcontractors reasonable opportunity for the introduction and storage of their materials and equipment and the

execution of their work, and shall properly connect and coordinate the Contractor's Work with the work awarded by the Authority to other contractors.

3. Where any portion of the Work is done in combination with or affects in any way the progress of the work of other contractors, the Contractor shall cooperate with such contractors and shall perform the details of the Contract at such time and in such a manner that the Work and all other work may proceed without interruption. Where electrical, plumbing, heating, or mechanical equipment is installed under separate contracts, concurrently with construction contracts, the equipment contractors shall keep in close touch with the construction work; and the contractor for the main construction shall give the equipment contractors at least twenty-four (24) hours' notice, excepting Saturdays, Sundays, and those days made a legal holiday by the laws of the Commonwealth or the United States, of any intention to place concrete, do backfilling, or perform similar work affecting the installation of such equipment. The equipment contractors shall thereupon promptly furnish and install their equipment as required. Should the equipment contractors fail to do such work within a reasonable time after having been so notified, and the progress of the Work is thereby delayed, the Engineer shall have the right to order the installation work performed by another contractor and to deduct the cost thereof from any monies due under the equipment contract.

D. Execution of the Contract Documents:

By executing the Contract, the Contractor represents that the Contractor has visited the Site and by careful personal examination is satisfied as to the Contract Documents and the physical condition of the location where the Work is to be performed, and that the Contractor has correlated these personal observations with the requirements of the Contract Documents. The Contractor shall assume all risks resulting from the Contractor's reliance upon test data provided for reference only by the Authority as provided in Section 3(C) of the Instructions to Bidders, and the Contractor shall assume all risks resulting from any changes in the conditions of the Site which may occur during the progress of the Work except as provided in Section VIII (E), herein.

E. Subcontracts:

1. The Contractor shall not assign the Contract or any part thereof, and the Contractor shall not assign any right to any monies to be paid to the Contractor under the Contract without the prior written consent of the Authority. The Contract as a whole shall not be sublet. No portion of the Work shall be sublet without the approval of the Engineer, and no Subcontractor shall be employed unless in the opinion of the Engineer the Subcontractor is reliable, responsible, and competent to perform the Work in compliance with the Contract Documents. All entities so employed shall be bound by the terms and provisions of the Contract, and neither the Contractor nor the Contractor's sureties will be relieved from the terms and conditions of the Contract or their duties or responsibilities under the same by reason of such employment.

2. The Contractor shall perform at least twenty percent (20%) of the total amount of the Work with the Contractor's own organization based upon the Contract Award.

3. All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and, where appropriate, between Subcontractors and sub-subcontractors). All agreements between the Contractor and Subcontractors and between Subcontractors and sub-subcontractors for Work performed under the Contract shall be forwarded to the Authority for approval prior to the commencement of any Work by a Subcontractor or a sub-subcontractor and shall contain provisions, acceptable to the Authority, that:

    a. preserve and protect the rights of the Authority, the Engineer and the Professional under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice any such rights;

    b. require that such Work be performed in accordance with the Contract Documents;

    c. require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Section XIV, herein;

    d. require that all claims for additional costs, extensions of time or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or sub-subcontractor where appropriate) in the time and manner provided in the Contract Documents for like claims by the Contractor upon the Authority;

    e. require that each Subcontractor and/or supplier fully warrant and guarantee for the benefit of the Authority the effectiveness, fitness for the purpose intended, quality and merchantability of any item provided and/or installed by such Subcontractor;

    f. require that the Subcontractor is without privity of contract to the Authority and that the Subcontractor agrees by signing the subcontract that the Subcontractor neither acquires nor intends to acquire any rights against the Authority pursuant to a third party beneficiary theory or any other theory; and

    g. obligate each Subcontractor (and sub-subcontractor) to specifically consent to all provisions of this Section II (E).

F. Contractor's Obligations:

The Work to be done under the Contract is indicated in detail in the Contract Documents. The Contractor shall furnish all labor, materials, plans, tools, and appliances necessary to complete the Work to the satisfaction of the Engineer in the manner and within the time required in the Contract Documents at the prices bid, agreed upon, and fixed therefore. If, at any time, the Contractor's methods, force, or equipment appear to the Engineer to be unsafe,

insufficient, or inadequate for the proper performance of the provisions of the Contract, the Engineer may order the Contractor to make such changes as the Engineer may deem necessary, and the Contractor shall comply with such orders, but the failure of the Engineer to make such demands shall not relieve the Contractor of its obligations under the Contract Documents. The Contractor shall maintain an office where orders and instructions may be delivered, and shall give personal attention to the faithful performance of the Work. The Contractor shall employ a competent representative or superintendent who shall have full authority to receive and execute orders, and to supply such labor, tools, and materials as may be required for the proper performance of the Work. The Contractor shall be responsible to the Engineer and to the Authority and to all other Contractors for the acts and/or omissions of the Contractor's employees and Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor. The Contractor, its agents and employees, shall act in an independent capacity and shall not act or be deemed to act as employees, officers, or agents of the Authority or the Commonwealth.

G. Supervision and Procedures:

1. The Contractor shall be solely responsible for all means, techniques, and portions of the Work to be performed under the Contract, whether by the Contractor, a Subcontractor or otherwise.

2. The Contractor shall provide continuous supervision of the Work by a duly authorized and competent superintendent. At the time that the Authority, or the Professional acting on behalf of the Authority, issues the notice to proceed with the Work, the Contractor shall submit to the Authority the name and qualifications of a superintendent acceptable to the Authority. The Contractor shall not change the superintendent without the prior written approval of the Authority, and the Contractor must submit to the Authority, in writing, the justification for any such change, along with the name and qualifications of the individual whom the Contractor proposes to be the new superintendent.

3. The Authority may demand of the Contractor the dismissal of any person employed by the Contractor who, in the opinion of the Authority, is incompetent or guilty of misconduct.

4. The Authority may withhold any payments which are or may become due the Contractor or the Authority may suspend the Work at the expense of the Contractor, if the Contractor fails to comply with the provisions of this Section II (G).

H. Contractor Integrity:

1. The following terms used in this Section II (H) shall be defined and understood as follows:

    a. "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.

b. "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 the Contract.

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

d. "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.

2. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of Federal or Commonwealth laws, regulations, or other requirements that govern contracting with the Commonwealth or the Authority.

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

4. The Contractor shall not, in connection with the Contract or any other contract with the Authority or the Commonwealth, 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.

5. The Contractor shall not, in connection with the Contract or any other contract with the Authority or the Commonwealth, 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.

6. Except with the consent of the Authority or the Commonwealth, 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 Work under the Contract except as provided therein.

7. 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 materials for the Work.

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

9. The Contractor, by execution of the Contract and by the submission of any bills or

invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.

10. 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 the Contract or which are otherwise relevant to the enforcement of this Section II (H)

11. For a violation of this Section II (H), the Authority may terminate the 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 II (H), claim damages for all expenses incurred in obtaining another contractor to complete performance under the 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 may have under law, statute, regulation or otherwise.

I. Offset of Tax Liability:

1. By executing the Contract, the Contractor:

    a. Certifies that the Contractor has no outstanding tax liability to the Commonwealth;

    b. Authorizes the Department of Revenue of the Commonwealth to release information related to its tax liability to the Authority and the Commonwealth's Department of General Services; and

    c. Authorizes the Commonwealth and the Authority to set off any state and local tax liabilities of the Contractor or any of its subsidiaries, as well as any other amount due to the Commonwealth from the Contractor, against any payment due to the Contractor under the Contract.

2. The certification of no outstanding tax liability is a material representation of fact upon which reliance is placed by the Authority in entering into the Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, the Authority may find the Contractor in default and terminate the Contract. Erroneous certification may also be grounds for the initiation of civil or criminal proceedings.

J. Commonwealth Audit:

1. The funds for the Contract are subject to audit by the Authority and other agencies and representatives of the Commonwealth 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.

2. The Contractor will submit to the Authority copies of any audit conducted by or at the request of the Contractor that involves the funds for the Contract.

K. Contractor Responsibility Provision:

1. By executing the Contract, the Contractor certifies that it is not currently under suspension or debarment by the Commonwealth, any other state or the federal government. The Contractor also acknowledges that if it is currently under suspension or debarment, its bid, in most instances, will not be accepted or considered.

2. If the Contractor enters into any subcontracts under the Contract with subcontractors who are currently suspended or debarred by the Commonwealth during the term of the Contract or any extensions or renewals thereof, the Authority shall have the right to require the Contractor to terminate such contracts.

L. Professional Services:

If the Professional is one other than the Engineer, at the time of execution of the agreement between the Authority and the Professional, the Authority may require the Professional to give security for the full and faithful performance of such agreement by the Professional.

M. Status and Authority of the Engineer:

Unless otherwise delegated to the Professional, the Engineer shall have the status and authority as provided in this Section II (M) The Engineer shall have responsibility for the general supervision and direction of the Work, the interpretation of the Plans and Specifications, the ordering of additions to or deductions from the Work, and the determination of procedure. The Engineer shall give all orders and directions contemplated under the Contract Documents. The actions of the Engineer shall in no way alter the status of the Contractor as an independent contractor, and no action of the Engineer shall be interpreted as making the Contractor an agent of the Authority. The Engineer shall in all cases determine the amount, quality, acceptability, and fitness of the Work to be paid for under the Contract, and shall have the authority to reject all Work which does not conform to the Contract Documents. The Engineer shall determine all other questions that may arise in relation to the execution of the Work. The Engineer shall adjust and decide any differences or conflicts that may arise between the Contractor and other contractors for concurrent work.

III. General Legal Compliance:

A. Laws and Ordinances:

The Contractor shall give all notices and comply with all applicable laws, ordinances, regulations, rules, and orders of any public authority bearing on the Work, as may be amended from time to time. If the Contractor observes that any of the Contract Documents are in conflict with any applicable laws, ordinances, regulations, rules or orders, in any respect, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any Work knowing it to be contrary to such applicable laws, ordinances, regulations, rules or orders, and without such written notice to the Engineer, the Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

B. Hours and Conditions of Employment:

The Contractor agrees to abide and be bound by the laws of the Commonwealth relating to and regulating the hours and conditions of employment by Acts of Assembly in such case made and provided.

C. Americans With Disabilities Act:

1. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities provided for under the Contract. As a condition of accepting and executing the Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth and the Authority from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth or the Authority as a result of the Contractor's failure to comply with the provisions of this Section III (C).

D. Equal Employment Opportunities:

1. 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's Department of General Services.

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

a. 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 setting forth the provisions of this nondiscrimination clause.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

g. 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.

h. The Contractor shall actively recruit minority Subcontractors or Subcontractors with substantial minority representation among their employees.

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

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

k. The Contractor's obligations under this nondiscrimination clause are limited to the Contractor's facilities within the Commonwealth, or, where the Contract is for the purchase of goods manufactured outside of the Commonwealth, the facilities at which such goods are actually produced.

3. It is hereby agreed that any failure to comply with the foregoing nondiscrimination clause shall constitute a substantial breach of the Contract. It is further agreed that in the event the Authority, or the Commission if the Commission assumes sole responsibility for the determination of the compliance status of the Contractor, determines after a hearing and adjudication that the Contractor or any Subcontractor or any person acting on behalf of the Contractor or of any Subcontractor hereunder, has failed to comply with any of the provisions of the foregoing nondiscrimination clause, the Authority or the Commission may provide for the fixed-period suspension of the remaining obligations under the Contract pending compliance by the Contractor with the Contract Compliance Regulations; provided that the failure of the Contractor to comply with the adjudication within the fixed-period stated in the order, but not fewer than thirty (30) Days, shall be considered a material breach and shall give the Commonwealth the right to bring an action against the Contractor and the surety on the Contractor's bond to recover expenses incurred in reletting the Contract, delay in performance, or other verifiable damages.

E. Prevailing Wages:

1. The Contractor and all Subcontractors are subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, Pa. Stat. Ann. tit. 43, §165-1 et seq., which is incorporated herein by reference as if fully set forth herein. Not less than the prevailing minimum wages as determined by the Secretary of Labor and Industry of the Commonwealth shall be paid to all workers employed by the Contractor and all Subcontractors.

2. Apprentices employed on the project shall be limited to such numbers and shall be in accordance with a bona fide apprenticeship training program registered with and approved by the Pennsylvania Apprenticeship and Training Council. Only apprentices whose training and employment are in full compliance with the provisions of the Act dated July 14, 1961 (P.L. 604), known as "The Apprenticeship and Training Act" and the rules and regulations issued pursuant thereto shall be employed. Any employee using the tools of a craft who does not qualify as an apprentice within the provisions shall be paid the minimum wage predetermined for journeymen in that particular craft and/or classification.

F. Preferential Hiring of Veterans:

The contractor, subcontractor(s) or any person in either of their behalf, shall carry out the provisions of Section 1 of the Act of August 1, 1975 (P.L. 233, No. 92), 51 Pa. C.S.A. §7106, which concerns the giving of preferences to honorably discharged persons who have served in the armed forces of the U.S. during any war or armed conflict, in determining who shall be employed on public works, which act in part provides:

> Whenever the Commonwealth issues specifications for the construction, alteration or repair of any public works, such specifications shall include a provision under which the contractors and subcontractors shall agree to give a preferential rating similar to that given by the Commonwealth to any soldier making application for employment upon such public works.

G. Environmental Laws:

1. The Contractor shall be required to comply strictly with the provisions of all Federal, Commonwealth, multi-state, local, county, municipal or any other governmental law, directive, statute, ordinance, rule, regulation, or standard, common law or any judgment, order, writ, notice, decree, permit, license, approval, consent or injunction, relating to any environmental, health or safety matters or conditions, hazardous materials, pollution or protection of the environment, as amended, including, but not limited to: the Act to Prevent Pollution from Ships, 33 U.S.C. § 1901 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Coastal Zone Management Act of 1972, 16 U.S.C. § 1451 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq.; the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11001 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §

1251 et seq.; the Noise Control Act of 1972, 42 U.S.C. § 4901 et seq.; the Ocean Dumping Ban Act of 1988, 33 U.S.C. §§ 1414b, 1414c; the Public Health Service Act, 42 U.S.C. §§ 300f - 300j-26; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Air Pollution Control Act, 35 P.S.§ 4001 et seq.; the Boiler and Unfired Pressure Vessel Law, 35, P.S. § 1331 et seq.; the Building Energy Conservation Act, 35 P.S. § 7201 et seq.; the Clean Streams Law, 35 P.S. § 691.1 et seq.; the Dam Safety Act, 32 P.S. § 693.1 et seq.; the Fire and Panic Act, 35 P.S. § 1221 et seq.; the Hazardous Sites Cleanup Act, 35 P.S. § 6020.101 et seq.; the Municipal Waste Planning, Recycling and Waste Reduction Act, 53 P.S. § 4000.101 et seq.; the Pennsylvania State Police Code (Fire Marshal Code), 37 Pa. Code Chapters 11, 13; the Storage Tank and Spill Prevention Act, 35 P.S. § 6021 et seq.; the Pennsylvania Sewage Facilities Act, 35 P.S. §750.1 et seq.; the Storm Water Management Act, 32 P.S. § 680.1 et seq.; the Worker and Community Right to Know Act 35 P.S. §7301 et seq.; and the Air Management Code, Philadelphia, Pa., Code § 3-101 et seq. and applicable provisions of local fire codes.

2. If the Contractor must undertake additional Work due to the enactment of new or the amendment of existing statutes, rules or regulations occurring after the submission of the Contractor's bid, the Authority shall issue a change order setting forth the additional Work that must be undertaken, which shall not invalidate the Contract. The cost of such a change order shall be determined in accordance with Section VIII (E) herein, provided, however, that such additional costs to undertake Work not specified in the invitation for bids shall not be approved unless written authorization is given the Contractor prior to the undertaking of such additional Work.

3. The Authority shall not be responsible for any asbestos, PCBs, petroleum, hazardous waste, radioactive materials, or other toxic materials uncovered or revealed at the Site which were brought to the Site by the Contractor, any Subcontractor, anyone else for whom the Contractor is responsible, or any other person.

H. Taxes:

The Contractor shall pay all sales, consumer, use, service, and other similar taxes which are required by law for the Work or portions thereof provided by the Contractor.

I. Permits and Licenses:

The Contractor shall obtain all permits and licenses required by Federal, State, and local laws, ordinances, and regulations which are applicable to the Contractor and the Work, unless otherwise specifically directed; and the Contractor shall pay all necessary fees, costs, or expenses incurred in obtaining such permits and licenses including, but not limited to, building permits, water permits, air permits and certificates of occupancy. In addition, the Contractor will be required to pay the fee where a service is rendered or materials, supplies, or equipment is provided.

J. Maintenance of Waterways:

1. In and around navigable waterways, the Work shall be carried on in full compliance with applicable requirements of the United States Department of Defense, Coast Guard, the Philadelphia Department of Commerce, and any other governmental agency having jurisdiction. Movement of boats and vessels of all kinds shall be maintained unless interference is permitted otherwise by the United States Department of Defense and the Navigation Commission for the Delaware River and its Navigable Tributaries, and any other governmental agency having jurisdiction, and then only within the limits and times specified. Should the Contractor, during the progress of the Work, sink or lose any material, plant, machinery, etc., which may be dangerous to or obstruct navigation, the Contractor shall forthwith recover and remove the same. The Contractor shall give immediate notice to the proper authorities of such obstruction, and, if required, shall, under the directions of said authorities, mark or buoy such obstructions until the same are removed.

2. Upon the completion of the Work affecting waterways of any character, all equipment shall be removed, and material deposited in such waterways shall also be removed unless otherwise ordered or permitted, so as to leave an unobstructed channel of not less than the same width and depth and with the banks, retaining structures, or wharves in a condition at least equal to that existing before the beginning of the Work.

IV. Specific Legal Requirements:

A. Assignment of Antitrust Claims:

The Contractor and the Authority recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of State or Federal antitrust laws are in fact borne by the Authority. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Authority all right, title and interest in and to any claims the Contractor now has or may hereafter acquire under State or Federal antitrust laws relating to the goods or services which are provided under the Contract.

B. Accidents:

The Contractor shall be deemed and considered an independent contractor with respect to the Work, and shall assume all risks and responsibility for casualties of every description in connection with the Work. The Contractor shall have charge of the Work until completion and acceptance, and shall alone be liable and responsible for any accidents to persons and any loss or damage to property, buildings, or adjacent work that may occur as a consequence of or during the progress of the Work, whether such damage or accident is due to the negligence of the Contractor's servants, agents, employees, or whether such damage or accident is due to the inherent nature of the Work. It is not the intention of this Section IV (B) or of anything herein provided to confer a third party beneficiary right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as

to confer upon any person other than the Authority a right of action either under the Contract or in any manner whatsoever.

C. Indemnification:

The Contractor shall indemnify, defend, and hold harmless the Authority, the agent of the Authority acting as Construction Manager, the Commonwealth, and the tenants of any facilities affected by the Work, 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 the Contract.

D. Intellectual Property:

As part of the consideration for the award of the Contract, the Contractor agrees to assign to the Authority all of its rights, title, and interest in its inventions, patents, patent applications, copyrights, ideas, improvements, trade secrets, know-how, technical data, drawings and manufacturing information (the "Intellectual Property") which arise out of or relate to the Work, Plans, or Specifications, but only insofar as such have been prepared for the purposes of the Project. The Contractor shall promptly disclose the Intellectual Property to the Authority, and shall keep confidential the Intellectual Property which is not publicly known. Upon request by the Authority, the Contractor shall take all actions, including execution of documents, to assist the Authority in documenting, recording, registering, perfecting, or otherwise securing, maintaining, and enforcing the Intellectual Property rights, title and interest. Upon request by the Authority, the Contractor shall promptly deliver to the Authority all documents or other tangible materials which comprise or embody the Intellectual Property.

E. Patented Appliances, Products or Processes:

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless the Authority, all its members, officers, and employees from all suits and actions of every name, nature, and description brought against them, or any of them, for or on account of the use of patented appliances, products, processes, constructions, designs, or methods, or the infringement of any patent, trademark, or copyright, and the Contractor shall pay all royalties, charges, and penalties which may become due or payable by reason of such use or infringement. Prior to the issuance of the final estimate, upon request by the Engineer, the Contractor shall submit evidence of the full payment of such royalties, charges, and penalties, or in lieu thereof the Contractor shall give such security, approved by the Authority's legal counsel, as may in the opinion of the Engineer be necessary to indemnify and hold harmless the Authority, all its members, officers, and employees as aforesaid.

F. No Estoppel or Waiver of Legal Rights:

Neither the Authority nor the Professional shall be precluded or estopped by the approved applications for payment or payments made or given by any of them or by any of their agents or employees, under any provision or provisions herein, at any time, either before or after the completion and acceptance of the Work and payment thereof, from showing the true and correct amount and character of the Work performed by the Contractor; nor from showing at any time, that any such approved applications for payment or payments are untrue or incorrectly made in any particular; or that the Work or any part thereof does not conform to the Contract Documents. The Authority shall have the right to reject the whole or any part of the aforesaid Work should the said approved applications for payment or payments be found or be known to be inconsistent with the terms of the Contract Documents, or otherwise improperly given; and the Authority shall not be precluded or estopped, notwithstanding any such approved applications for payment or payments, from demanding and recovering from the Contractor or the surety or both such damages as the Authority may sustain by reason of the failure to comply with the terms of the Contract Documents, or on account of any overpayments made. Neither the acceptance by the Authority or the Professional or any of their agents or employees, nor any certificate approved for payment of money, nor any payments for, nor acceptance of the whole or any part of the Work by the Authority, nor any extension of time, nor any position taken by the Authority or its employees, shall operate as a waiver of any portion of the Contract or any power herein reserved by the Authority or any right to damages; nor shall any waiver of any breach of the Contract be held to be a waiver of any other subsequent breach.

G. Legal Relations and Responsibilities:

1. The Contract is not to be construed as being made for the benefit of any person or political subdivision not a party to the Contract, nor shall the Contract be construed to authorize any person or political subdivision not a party to the Contract to maintain any lawsuit hereunder, nor shall the Contract be construed to constitute the basis for the maintenance of any lawsuit by any person, other than as provided in Section IV(B) herein, or political subdivision not a party hereto.

2. The Contractor acknowledges that the Authority, as an agency of the Commonwealth, enjoys sovereign immunity as provided in Section 18 of the Philadelphia Regional Port Authority Act, 55 P.S. §697.18.

H. Unauthorized Acts:

Any act of an Authority representative, official, agent, or employee, that is not within the scope of that person's authority or employment as delineated in the Contract Documents, shall not be binding on the Authority nor shall it be deemed to be a defense by the Contractor for the breach of any of the conditions and provisions of the Contract.

I. Successors and Assigns:

The Contract shall be binding on the parties thereto, their heirs, executors, administrators, successors, and assigns, but it may not be assigned by the Contractor without the prior written consent of the Authority.

J. Governing Law:

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

V. Standards of Review & Project Compliance:

A. Sketch Drawings:

If the Contractor requires sleeves and openings for the Work in any deck, concrete slab or wall, the Contractor shall furnish to the Authority and all other prime contractors involved a complete set of location sketch drawings in triplicate showing size and shape of openings. Each prime contractor shall be responsible for reviewing the drawings in order that there will be no interference and/or conflict in their respective portions of the Work. When this review is finalized, the Contractor shall submit these drawings to the Authority and the Professional in a final workable form.

B. Chases and Openings:

1. The contractor for general construction will construct or have built into building walls, partitions, and floors all such chases and openings as are required. Each prime contractor will be responsible to see that the chases and openings affecting their work are installed in accordance with the Plans submitted to the contractor for general construction.

2. All construction pertaining to the cutting of chases and openings shall be done to the entire satisfaction of the Authority and the Professional. Should the cutting of such chases and openings be required after construction of walls, partitions, floors or other work are completed, the Authority may require such work to be performed in a manner so as to result in unmarred work even to the extent of requiring the removal and rebuilding of walls, partitions, and other work, all of which shall be at the sole cost and expense of the responsible prime contractor.

C. Shop Drawings and Samples:

1. The Contractor shall submit all necessary shop drawings or catalog data to the Professional in accordance with a priority schedule established by the Professional.

2. When drafting is required, transparent reproductions of shop drawings (one of each drawing) shall be submitted by the Contractor during the checking period prior to the required submittal and within the time period which is established in the Contract

Documents, in order to enable the Professional to make corrections in pencil, reproduce them for the Professional's records, and return for correction the original shop drawing tracings. The Contractor shall include in the Contractor's submittal one line print of each transparency for the Professional to keep as a record. Until shop drawings have received the Professional's approval as being in compliance with the Contract Documents, the Contractor shall resubmit them in the manner last marked for correction. When shop drawings are noted "Approved" for compliance with the Contract Documents by the Professional, the Contractor shall have ten (10) sets of final shop drawings or catalog data printed and furnished to the Professional. Where no special drafting is involved, such as cuts of standard equipment, catalog cuts, and other matter so printed in quantity, the printed matter may be submitted instead of the transparencies.

3. The Contractor shall review, stamp with approval and submit, with reasonable promptness in an orderly sequence so as to cause no delay in the Work or in the work of any other contractor, all shop drawings and samples required by the Contract Documents or required subsequently by the Professional for modifications. Shop drawings and samples shall be properly identified as specified, or in such manner as the Professional may require. If the shop drawings show variations from the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variations on the shop drawings and in the Contractor's letter of submission, in order that, if accepted, suitable action may be taken for proper adjustment by way of increase or decrease in the Contract Sum; otherwise, the Contractor will not be relieved of the responsibility for executing the Work in complete conformity with the Contract even though the shop drawings, samples or catalog data have been approved.

4. By approving and submitting shop drawings and samples, the Contractor thereby represents that the Contractor has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that the Contractor has checked and coordinated each shop drawing and sample with the requirements of the Work and the Contract Documents.

5. The Professional will review and approve shop drawings and samples with reasonable promptness, but the Professional's review and approval is only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Professional's approval of a separate item shall not indicate approval of an assembly in which the item functions.

6. The Contractor shall make any corrections required by the Professional and shall resubmit the required number of corrected copies of shop drawings or new samples until approved, which resubmission shall be acted upon by the Professional with reasonable promptness. When resubmitting shop drawings, the Contractor shall direct specific attention to any revisions made, other than the corrections requested by the Professional on previous submissions, by noting such revisions on the resubmitted shop drawings.

7. The Professional's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents,

unless the Contractor has informed the Professional in writing of such deviation at the time of submission, has noted the deviation on the shop drawings, and the Professional and the Authority have given written approval of the specific deviation; nor shall the Professional's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

8. No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Professional. Any Work commenced by the Contractor prior to final approval of the shop drawings and/or samples by the Professional shall be performed by the Contractor at the Contractor's own risk.

D. Plans and Specifications:

1. The Plans, with all notes thereon, and the Specifications are intended to be correlative and of equal force and effect. However, if a discrepancy arises between them, the more stringent standard shall apply. The Plans give general dimensions and sizes, and such details as are required to cover special features. Figures shall have preference over scale in reading dimensions. The Plans and Specifications are intended to provide a standard of quality and quantity. The Contractor is required to field verify all dimensions, sizes, quantities, etc. prior to beginning Work.

2. The organization of the Specifications into divisions, sections and articles, and the arrangement of drawings shall not control the Contractor in dividing the Work among any Subcontractors or in establishing the extent of the Work to be performed by any trade. The thorough and complete coordination of all aspects of the project is the responsibility of the Contractor.

3. Where the Work is shown in complete detail on only a portion of a drawing, or there is an indication of continuation the remainder being shown in outline, the Work drawn out in detail shall be understood to apply to other like portions of the Work. On all Work of a remodeling nature or installation within present buildings, the actual situation at the Site controls any information given which may affect the quantity, size and quality of materials required for a satisfactorily completed Contract, whether or not such information is indicated on the Plans or within the Specifications.

4. The Contractor shall maintain at the Site for the Authority and the use of the Professional one (1) copy of all Plans, Specifications, bulletins, addenda, approved shop drawings, catalog data, manufacturers' operating and maintenance instructions, certificates, warranties, guarantees and other operating and maintenance data, change orders, and other modifications, including as-built drawings (to be printed on mylar), in good order and marked daily by the Contractor to record all approved changes made during the Work. These shall be turned over to the Professional by the Contractor at the time of the Substantial Completion of the Contract for the purpose of assembling and correlating said material for use by the Authority.

E. Copies Furnished and Ownership of the Contract Documents:

1. Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge by the Authority (or the Professional acting on behalf of the Authority), one (1) complete set of Plans and Specifications if such are needed for the Work. If additional sets are required, the Authority (or the Professional, at the direction of the Authority) shall be reimbursed by the Contractor for the cost of providing the additional sets.

2. All Plans, Specifications and copies thereof furnished by the Authority or the Professional are and shall remain the property of the Authority. They are not to be used on any other project, and with the exception of one (1) set for each party to the Contract, are to be returned at the completion of the Work to the Authority within thirty (30) Days of the Authority's request for such documents.

3. The Contractor expressly agrees and acknowledges that the Professional and the Authority will not be responsible for the acts or omissions of any contractor under the Project, or any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work under the Project.

4. If corrective work or drawings are required of the Professional due to defective or nonconforming work by the Contractor, the cost for additional professional services shall be borne by the Contractor, provided that the Professional submits those costs to the Authority and the Contractor within thirty (30) Days after the completion of said additional services. The Authority shall review for approval the corrective work and/or drawings which are prepared by the Professional in order to determine that the corrective work and/or drawings fall within the original scope of the Contract.

F. Standards of Quality:

1. Where trade names, catalog numbers and manufacturers of material or equipment are specified in the Contract Documents, except where specific requirements are noted, they are mentioned therein for the purpose of establishing a standard of quality, performance, and appearance, and for establishing a standard of competitive bidding. Should the Contractor desire to deliver or install material or equipment other than that which is specified, the Contractor shall certify that the material or the equipment is equal in quality, performance and appearance to that mentioned in the Specifications, and the Contractor shall submit to the Professional and the Authority, subsequent to the award of the Contract, a request to deliver or install such material or equipment. The Contractor's request shall include a comprehensive description of the proposed substituted material or equipment, including engineering, construction, dimension and performance data, along with a statement of cost involved. Within thirty (30) Days after receipt of the Contractor's request, the Professional, with the approval of the Authority, shall render a written determination to the Contractor which shall be final and conclusive. If the Contractor shall refuse or fail to proceed as directed by the Authority, the Authority may declare the Contractor in default.

2. The Contractor shall be responsible for any and all costs incurred as a result of any substitution. If the cost of the substituted item is less than the specified item, the Authority is entitled to a credit for the difference between the cost of the substituted item and the cost of the item specified.

G. Quantities are Approximate:

When quantities of the various classes of the Work to be done and materials to be furnished under the Contract are stated, they are estimated and approximate. When stated in the Proposal they are given only for the purpose of comparing the bids on a uniform basis. The Authority does not guarantee that the amount stated will correspond to the actual amounts that are eventually comprised in the Work, and no claim for damages, for anticipated profit, or for loss of profit, will be allowed the Contractor in the event of a disagreement with the final estimate of the Work completed. The Authority reserves the right to increase or decrease the quantities or to entirely omit any of the items as contained in the Proposal, to the extent found necessary by the Professional.

H. Methods to be Approved:

Before commencing the Work, the Contractor shall, when required by the Engineer, submit for approval the proposed methods of performing the Work, including maintaining travel, underpinning, bulkheading, shoring, sinking foundations, handling spoils, lighting, maintaining structures, street surfaces, and drainage, and all other branches of operations. Such approval is reserved in order to safeguard the Authority's interest, but it will in no way relieve the Contractor of the obligation or responsibility for the safe and proper conduct of the Work.

I. Completeness of Data:

The term "structures" as used in the Contract shall apply to all surface, subsurface and overhead structures of whatever character within the zone of influence of the Work, including buildings situated in or adjacent to the excavation. Where these structures are shown or indicated on the Plans, the information given is in accordance with the best information in the possession of the Authority, but is approximate only. The data is not warranted to be either complete or correct, and the Contractor shall assume all risks resulting from the conditions differing from the approximations shown.

J. Lines and Grades; City Datum:

Vertical dimensions are given in United States standard feet and fractions thereof. Unless otherwise stated, elevations preceded by a plus ("+") or a minus ("-") sign refer respectively to distances above or below the established City Datum, which is two and one quarter (2.25) feet above mean high water on the Delaware River at Chestnut Street, Philadelphia. Dimensions locating buildings and structures shall be verified and checked in the field by the Contractor before proceeding with construction details affected thereby. Any of the Work

improperly done without lines, levels or instructions shall be removed and replaced by the Contractor at the Contractor's own expense. Failure to do so in the sole judgment of the Engineer may be considered by the Authority as a violation of the Contract.

K. As-Built Document:

At the time of Substantial Completion, as such term is defined in Section XV herein, the Contractor shall provide to the Professional one set of all as-built drawings, and six copies of each shop drawing, catalog data, manufacturers' operating and maintenance instructions, certificates, warranties, written guarantees and related documents required by the Contract Documents. In addition, the Contractor shall supply electronic copies of each as-built drawings in Auto Cad latest version and .PDF.

If any portion of the Work is designed by the Contractor (i.e. sprinkler calculations) the engineer of record performing such work shall issue a letter of certification indicating that the work as installed meets the design intent, is in compliance with applicable codes and that it is approved by said engineer.

VI. Insurance:

A. Contractor's Insurance:

1. The Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the Work, the types of insurance specified in this Section VI (A). The insurance required by this Section VI (A) shall be procured from reputable insurers, acceptable to the Authority and authorized to do business in the Commonwealth. The insurance required by this Section VI (A), except the Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Work be performed pursuant to the Contract until the required evidence of insurance has been furnished and approved 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 the Contract and to exercise all appropriate rights and remedies. The Contractor shall provide for at least thirty (30) Days' prior written notice to be given to the Authority in the event coverage is materially changed, cancelled or non-renewed.

2. The Authority, the Commonwealth, and the tenants of any facilities affected by the Work, 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, the Commonwealth, and the tenants of any facilities affected by the Work, and their officers, employees, and agents as additional insureds will be primary to any coverage available to the Contractor.

3. The amount of insurance required by this Section VI (A) is as follows:

a) Workers Compensation and Employers Liability and/or Harbor Worker's Compensation Act, the Jones Act or other Maritime Employer's Liability Act:

   1. Workers Compensation: Statutory limits.

   2. Employers Liability: $500,000 each accident - bodily injury by accident; $500,000 each employee - bodily injury by disease; and $500,000 policy limit - bodily injury by disease.

   3. Other States' coverage and Pennsylvania endorsement.

b) General Liability Insurance:

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

   2. 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)

c) Automobile Liability:

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

   2. Coverage: Owner, non-owned and hired vehicles.

d) Professional Liability Insurance (if required):

   1. Professional Liability Insurance for projects that involve design services, including, but not limited to, design/build contracts.

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

   3. Coverage: Errors and omissions.

   4. Coverage for occurrences happening during the performance of the Work 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 Work.

e) Pollution Liability Insurance at a minimum of $1,000,000 per occurrence with an aggregate of $2,000,000.

4. Certificates of insurance evidencing the required coverages shall be submitted to the Authority's Insurance Department at least ten (10) Days before work is begun. This ten (10) 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 the Contract Documents at any time upon ten (10) Days' prior written notice to the Contractor.

5. It is expressly understood and agreed that the furnishing of insurance pursuant to this Section VI (A) shall in no way limit the liability or responsibilities and obligations of the Contractor as provided in the Contract Documents.

6. Where applicable, all insurance shall provide coverage for work being performed within fifty (50) feet of a railroad.

B. Contractor's Liability Insurance:

1. The Contractor's certificate of insurance for general liability shall contain the following statement: "The risks covered in this policy include all risks inherent in performing demolition work, including but not limited to the following: explosion, collapse, and underground hazards."

2. The Contractor's certificate of insurance for workmen's compensation shall contain the following statement: "All workers performing demolition work under this contract are covered under the classification for demolition workers."

3. The Contractor's and the Subcontractors' liability insurance shall include adequate protection against the special hazard of blasting in the amount of at least three hundred thousand dollars ($300,000).

VII. Safety:

A. Safety of Persons and Property:

1. The Contractor shall take all necessary precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

    a. all employees on the Site, and all other persons who may be affected by the Work;

    b. the Work, whether in storage on or off the Site, under the care, custody or control of the Contractor or any Subcontractors or sub-subcontractors; and

    c. other property at the Site or adjacent thereto which may be affected by the Work, including trees, shrubs, lawns, walks, pavements, roadways, structures and

utilities not designated for removal, relocation or replacement in the course of the Work.

2. All damages or loss to any property referred to in Sections VII (A)(1)(b) and VII (A)(1)(c) caused in whole or in part by the Contractor, any Subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Plans or Specifications or to the acts or omissions of the Authority or Professional or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

3. The Contractor is responsible for safety. The Contractor shall submit a site specific safety plan. The Contractor shall comply with all applicable, laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain as required by existing conditions and progress of the Work, until the acceptance of the completion of the Contractor's portion of the Project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

4. If and when the use of explosives and other hazardous materials or equipment is necessary for the prosecution of the Work, the Contractor shall observe the utmost care, performing such Work with experienced workers and in accordance with all Federal, Commonwealth, City and institutional regulations, so as not to endanger life or property. Rock encountered within a minimum of five (5) feet of pipe lines or buildings shall be removed without blasting. All explosives shall be stored in a secure and safe manner, in strict conformity with all Commonwealth and City regulations and all such storage shall be marked clearly, "Dangerous-Explosives" and shall be in the care of competent watchpeople at all times.

5. Prior to the initiation of any work on site, the Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Authority and the Professional.

6. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger the safety of the Work.

B. Safety Precautions and Programs:

The Contractor shall be responsible for initiating, maintaining and supervising all Federal, Commonwealth and City safety precautions and programs required on the Site during the term of the Contract.

C. Emergencies:

In any emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Sections VIII (E) through VIII (I) herein.

D. Access to Fire Hydrants and Fire Alarm Boxes:

The Contractor must comply with all applicable fire codes and regulations. Fire hydrants shall be left at all times clear of obstructions and readily accessible for fire apparatus and no material or other obstructions shall be placed within fifteen (15) feet of a fire hydrant. Fire alarm boxes shall be supported and protected and maintained so as to be readily accessible and open to view. Excavations shall be decked or bridged, where necessary, to permit the safe passage of fire apparatus and to give access to fire hydrants and to adjacent buildings for the extinguishing of fires. Where necessary, branch pipes shall be extended from the nozzles of the fire hydrants for convenient attachment to the fire engines. The pipes connecting the fire hydrants to the mains shall be protected from freezing, and the fire hydrants (particularly the high pressure type) shall, where necessary, be braced or tied to the connecting pipes to prevent movement under water pressure.

E. Safety and Sanitary Provisions:

The Contractor shall provide means and appliances and shall enforce suitable rules for the safe performance of the Work and for the safety and health of workers. The completed portions of the Work shall be kept clean and in a sanitary condition. The Contractor shall provide and maintain properly secluded sanitary facilities, in accordance with existing Federal, Commonwealth and City regulations, for the exclusive use of workers. When directed by the Authority, the Contractor shall dismantle and remove these facilities.

F. Danger Signals:

The Contractor, at the Contractor's own expense, shall erect and maintain all necessary warning buoys, barricades, red lanterns, and danger signals as required by the applicable laws and regulations. The lights shall be kept burning from sunset until sunrise, and necessary watchpersons shall be provided for the safety of the public. The Contractor shall observe such rules relative to signals and safeguards as the police regulations, harbor and other regulations, laws, and ordinances require.

VIII. Contract Time and Change Orders:

A. Contract Time:

1. Time is an essential element of the Contract. Unless otherwise specifically provided in the Contract Documents, or by the Engineer, the Contractor shall begin the Work within ten (10) Working Days from the date of notice to proceed with the Work from the Engineer, and shall complete all of the Work under the Contract on or before the Date of Completion.

2. The Contractor will not be required to proceed with the Work, if, for any reason for which the Contractor is not responsible, the Work cannot be commenced within three (3) months from the date of execution of the Contract, and in such case, at the request of the Contractor, the Contract shall be declared null and void. This shall not apply to contracts, the beginning of which is dependent upon the progress of other contracts, where this condition is plainly indicated by the Authority in the Contract Documents or in another order written by the Authority.

3. Should the Authority cause any delay in the completion of the Contract, by failure to give possession of the Site, by changes in the Plans and Specifications, or by requiring for any cause the suspension of the Work, the Contractor will be entitled to a reasonable extension of the time specified for the completion of the Work. Any claim arising from such delay must be made in writing to the Engineer immediately upon the occurrence of the delay, and the Engineer will determine what allowance, if any, shall be made, but no additional compensation for consequential damages arising from such delay will be allowed. The time allowed for any delay will be added to and will correspondingly extend the Date of Completion.

4. For a contract whose Date of Completion is on or before a specified number of calendar days, no allowance will be made for non-Working Days or delays due to unfavorable weather, to the removal, relocation or fulfillment of other requirements by utilities, or to the failure to obtain material and equipment.

5. For a contract whose Date of Completion is on or before a specified number of Working Days, allowances will be made for days or portions of days, in increments of one-quarter day, for conditions entirely beyond the control of the Contractor. An allowance shall be made for unsuitable weather necessitating a suspension of the Work or other unfavorable conditions when the operation which controls the progress of the Work is suspended. A record of the Working Days shall be kept by the Authority; and this record shall be available to the Contractor on request. The Contract time shall start with the first Working Day after the date of the notice to proceed and the scheduled Date of Completion shall be that established by the specified number of Working Days plus the allowances.

6. Notwithstanding the above provisions of this Section VIII, the Contractor will not be liable or responsible for delays or damage to the Work caused by acts of God, acts of public enemy, acts of Government, quarantine restrictions, general strikes throughout the trade, or freight embargoes not caused or participated in by the Contractor.

B. Liquidated Damages:

The Contractor acknowledges and agrees that the Authority will incur substantial damages if the Work is not performed in accordance with the requirements of this Agreement. The parties agree that it would be extremely difficult and impractical under the presently known and anticipated facts and circumstances to ascertain and fix actual damages that the Authority would incur under these circumstances, and, accordingly, the parties agree 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 0.005 for each and every calendar day that the Work remains incomplete. The liquidated damages identified in this Section relate solely to the Contractor's delay in completing the Work in accordance with the requirements of this Agreement and not to other breaches, actions or omissions of the Contractor. The liquidated damages identified in this Section shall not limit the Authority's remedies for other breaches, actions, or omissions of the Contractor, including termination for failure to complete the Work.

C. Progress Schedule:

1. Immediately upon receipt of notice of the award of the Contract, the contractor for general construction on the Project shall furnish to each separate prime contractor within seven (7) Days a schedule for the proposed prosecution of the Work under the Contract. Thereafter, each separate prime contractor shall submit to the contractor for general construction within fourteen (14) Days after receipt of notice of the award of the Contract, a schedule for the proposed prosecution of the Work under their respective contracts. The contractor for general construction shall then submit to the Professional and the Authority within twenty-one (21) Days after receipt of notice of the award of the Contract, a complete set of progress schedule signed by all prime contractors indicating their approval, and showing in detail to the satisfaction of the Professional and the Authority, the proposed coordinated dates for the performance of each phase of work under each contract on the Project. The date of notice from the Professional to proceed with the Work will be the actual start date of the Contract. The time period from the date of the notice from the Professional to proceed with the Work to the commencement of on-site Work is part of the time period of the Contract, and is for the purpose of performing all off-site Work including the preparation by the Contractor of all documents required by the Authority. No extensions of time will be granted to the Contractor for the time period commencing with the notice from the Professional to proceed with the Work and ending with the commencement of on-site Work. In the event that the Authority, for any period after the commencement of on-site Work, grants an extension of time for sixty (60) Days or more to the Contractor, the Contractor shall prepare a revised progress schedule and obtain the signatures of all prime contractors indicating their approval, and shall forward the revised progress schedule to the Professional within twenty (20) Days

from the approval of the extension. In no event will the granting of an extension of time to any contractor under the Project automatically entitle any other prime contractor to an extension of time. In the event that the Contractor is the only contractor under the Project, the Contractor shall submit a progress schedule to the Professional and the Authority within ten (10) Days of receipt of notice of the award of the Contract.

2. The Contractor is to routinely update the schedule to accurately reflect the work that has been performed as well as keep the future tasks on schedule with the completion date. The project schedule should be submitted to the Authority at least on a monthly basis.

3. The Contractor shall complete portions of the Work in such order of time as may be stated in the Specifications or as required in the progress charts as approved by all prime contractors and the Authority. The Authority may require the Contractor, at no additional cost to the Authority, to supply additional forces, equipment, tools and materials and/or provide for an increase in working hours, and/or increase the number of Working Days per week in order to keep up with the progress chart. If the Contractor shall refuse or fail to proceed as directed by the Authority, the Authority may find the Contractor in breach of the Contract and/or declare the Contractor in default.

4. The Authority shall have the right to use or occupy any completed or partially completed portions of the Work, whether or not the time may have expired for completing the entire Work or said portions of the Work, but such use or occupancy shall not be deemed an acceptance of the Work so taken or used, or any portion thereof. Prior, however, to such use or occupancy, the Authority shall inspect the Work to be occupied to determine if it is in conformity with the Contract, and any subsequent damage thereto due solely to the use and occupancy of the completed portion, will not be the responsibility of the Contractor.

D. Progress Meetings:

Progress meetings may be held as often as required by the Engineer and must be attended by contractor(s), or representative(s) who is/are authorized to make decisions and representations affecting the contractor(s) and its progress on the project. The dates and time of progress meetings will be given to all concerned parties and these conferences shall be attended whether or not a particular contractor may be affected. A failure to attend shall be construed to be a violation of the contract.

E. Change Orders:

1. If changes in the design of any portion of the Work or the requirements of the Specifications are deemed necessary by the Engineer in order to carry out and complete more fully the Work agreed to be performed under the Contract, the Engineer may order alterations to or changes in the Work covered by the Contract Documents, and the Contractor shall comply with such orders. All such changes in the Work shall be authorized by change order. If such changes increase the cost of the Work to the Contractor, additional compensation will be allowed by the Authority. If such changes diminish the cost of the Work to the Contractor, the amount of such diminution shall be

deducted by the Authority in its sole discretion. No consequential loss of profit on account of changes or of the Work not executed will be allowed the Contractor, but the Contractor may be entitled to an extension of time on this account.

2. A change order is a written order to the Contractor, signed by the Authority and issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Date of Completion. The Contract Sum and the Date of Completion may be changed only by a change order.

3. The cost or credit to the Authority resulting from a change in the Work shall be determined in one or more of the following ways in accordance with the current administrative procedures of the Authority, at the option of the Authority:

    a. by unit prices stated in the Proposal, Specifications, or from prices agreed upon in the breakdown sheet;

    b. by a detailed cost breakdown properly itemized, the breakdown shall include size, quantity, type, etc. and may include a maximum of fifteen percent (15%) markup to labor costs for overhead and profit and a maximum of ten percent (10%) markup to material costs for overhead and profit; or

    c. if neither method set forth in Sections VIII (E)(3)(a) and VIII (E)(3)(b) are utilized after good faith negotiations, the Authority may direct the Contractor to proceed with the Work involved on a force account basis for which payment shall be made as provided in Section VIII (I) herein.

4. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed change order that application of the agreed unit price to the quantities of Work proposed will create a hardship on the Authority or the Contractor, the applicable unit prices shall be equitably adjusted by a change order to prevent such hardship.

5. If the Contractor claims that additional cost or time is involved because of:

    a. any written interpretation issued;

    b. any order issued by the Professional to stop the Work, provided that the Contractor was not at fault; or

    c. any written order for a minor change in the Work;

then, pursuant to Section VIII (F) herein, the Contractor shall make such claims for additional cost or time and the Authority shall determine if such claims are appropriate.

6. Upon the issuance of a change order, the Contractor shall proceed to perform the Work in

accordance with the Contract Documents, even if the amount of additional payment or credit or adjustment in the Contract Sum or the extent of any change in the Date of Completion, if any, resulting from such Work has not yet been determined and even if there is a disagreement between the Authority and the Contractor as to whether the Contractor is entitled to additional payment or an extension of time for performing such Work.

7. Should concealed conditions be encountered which are unascertainable from the Contract Documents, visits to the Site and reasonable investigation, and which are at variance with the conditions indicated by the Contract Documents; or should there be encountered unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract; the Contract Sum shall be equitably adjusted by a change order upon claim by either party made within seven (7) Working Days after the first observance of the conditions. No adjustment shall be made to the Contract Sum, however, for concealed conditions encountered during the cutting and patching of the Work.

F. Claims for Additional Cost or Time:

1. If the Contractor wishes to make a claim for an increase in the Contract Sum or an extension in the Date of Completion, the Contractor shall give the Authority written notice thereof in accordance with the requirements of Section X (A) herein, but in no case more than thirty (30) Days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Section VII (C) herein. No such claim shall be valid unless so made. If the Authority and the Contractor cannot agree on the amount of the adjustment in the Contract Sum or the Date of Completion, it shall be determined by the Authority. Any determination to change the Contract Sum or Date of Completion resulting from such claim, shall be authorized by a change order.

2. No claims for increased costs, charges, expenses, or damages of any kind, unless otherwise provided herein, shall be made by the Contractor against the Authority for any delays or hindrances from any cause whatsoever, including but not limited to strikes, walkouts or work stoppages during the progress of any portion of the Work; provided, however, that the Authority, in its discretion, may compensate the Contractor for any such delays by extending the Date of Completion, which extension shall constitute the exclusive remedy between the parties; except as provided in Section XII (B) herein.

G. Minor Changes in the Work:

The Authority may order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Date of Completion and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written field order as provided in Section VIII (H) herein or by other written order. Such changes shall be binding on the

Authority and the Contractor.

H. Field Orders:

After an interpretation of the Contract Documents by the Professional, the Authority may issue written field orders consistent with the Contract Documents without changing the Contract Sum or Date of Completion. The Contractor shall carry out such field orders promptly.

I. Force Account:

1. Payment under Force Account will be for the actual and necessary direct cost of the Work in accordance with the orders of the Engineer, and in addition thereto the percentage of such cost hereafter stated. "Actual and necessary direct cost" shall be deemed to include the following:

    a. For contracts for Goods and Materials only, the actual and necessary direct cost of the work done under Force Account as noted above, ten percent (10%) will be added to the actual expenditure in Work.

    b. For Service contracts and Construction contracts, the actual and necessary direct cost shall be:

        1. The actual expenditure for labor for the time actually engaged in the Work, including the distributed cost of foremen in direct charge of such labor, insurance, taxes, and other payments applicable to such labor.

        2. The actual expenditure for materials used by or incorporated in the Work.

        3. A reasonable hourly, weekly or monthly rental as applicable, as determined by the Engineer, for use of motor trucks and special equipment such as power-operated shovels, cranes, drills, paving breakers, etc. (but not including small hand tools or company provided vehicles), at a rate not to exceed the current local rate charged for the type of equipment used, for the time that such equipment is required on the Site for the performance of Force Account work exclusively. The rental price shall be for the equipment provided on the Site and shall include transportation to and from the Site, fuel, power, lubricants, operating tools, repairs, insurance, depreciation, replacements, and the sharpening of drills and other tools required to keep them in the best working condition.

2. To the actual and necessary direct cost of the Work done under Force Account as noted above, fifteen percent (15%) will be added to the expenditure for labor as set forth in Section VIII. (I)(1)(b)(1) above and ten percent (10%) will be added to the expenditure for materials as set forth in Section VIII. (I)(1)(b)(2) above. No additions will be allowed to the rental of trucks and special equipment as set forth in Section VIII. (I)(1)(b)(3)

above. These percentages, and the rental price for equipment furnished, shall be deemed to cover the cost of heat, light, use and upkeep of small hand tools, administration, engineering, superintendence, all loss, damage, risk, and expenses incidental to the Work and profit. The Contractor shall have no claim in excess of the above, such payments being in full compensation for the performance of the Work and the furnishing of such materials and for all expenses in connection therewith and incidental thereto.

3. Should the Contractor sublet any portion of the Work to be executed under Force Account with the approval of the Authority, payment for that portion will be computed as the actual and necessary direct cost as defined above, exclusive of any profit to the Subcontractor, plus the percentages allowed, plus five percent (5%) of the total paid to the Subcontractor.

4. The Contractor shall submit daily a statement in duplicate of the Work done on a Force Account basis within twenty-four (24) hours of the time the Work is done, and representatives of the Authority and the Contractor shall make daily comparison of the actual and necessary direct costs incurred, as given therein. After correction, if necessary, this comparison shall be signed by each and filed with the Engineer and the Contractor. The Contractor shall submit to the Engineer monthly, prior to each current estimate, four (4) copies of an itemized statement of the amount and value of labor and/or materials furnished, accompanied by the original receipted bills for commodities purchased or for the Work performed under a subcontract, and by an affidavit certifying the correctness of the said statement. The Engineer shall have access to any books, vouchers, records, and memoranda showing the labor employed and/or the materials actually used on the specific operation and the actual net cost thereof.

5. Work done under Force Account shall be subject to all of the requirements of the Contract Documents. It shall be performed in an orderly and economical way, and the prices paid for labor and/or materials and the method of performing the Work shall be subject to the approval of the Engineer. No Work will be paid for under Force Account unless it is ordered as such in writing.

IX. Acceptance of Work:

A. Tests:

1. If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction hereof require any of the Work to be inspected, tested or approved, the Contractor shall give the Authority timely notice of its readiness and of the date arranged so that the Professional may observe such inspection, testing, or approval.

   The Contractor shall bear all costs of such inspections, tests and approvals unless otherwise provided. With regard to samples:

   a. All expenses incurred in the collection, packing, and delivering of samples or materials or equipment to the testing site shall be paid for by the

Contractor.

b. The Contractor shall pay the costs of transporting samples to the laboratory and the testing of same, except where otherwise noted in the General Conditions, Specifications, or called for in the Contract Documents.

c. Approved samples to be incorporated in the Work shall be returned to the Contractor by the testing laboratory under the supervision of the Contractor.

2. If after the commencement of the Work, the Authority determines that any portion of the Work requires special inspection, testing, or approval, the Authority will, by written authorization, instruct the Contractor to order such special inspection, testing, or approval, and the Contractor shall give notice as provided for in this Section IX. (A). If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents or with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction hereof, the Contractor shall bear all costs thereof, including the Professional's additional services made necessary by such failure; otherwise, the Authority shall bear such costs, and an appropriate change order shall be issued.

3. Required certificates of inspection, testing, or approval shall be obtained by the Contractor and promptly delivered by the Contractor to the Professional and the Authority.

4. If the Professional wishes to observe the inspections, tests, or approvals required by this Section IX, the Professional shall do so promptly and, where practicable, at the source of supply.

5. Neither the observations of the Professional in the administration of the Contract, nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from obligations to perform the Work in accordance with the Contract Documents.

B. Uncovering the Work:

1. If any Work should be covered contrary to the request of the Authority or Professional, it must, if required by the Authority or Professional, be uncovered for its observation and replaced, at the Contractor's expense.

2. If any other Work has been covered which the Authority or Professional has not specifically requested to observe prior to being covered, the Authority or Professional may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by an appropriate change order, be charged to the Authority. If such

Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by another prime contractor, and in that event the Authority shall pay the Contractor for such costs and require reimbursement of such costs from the responsible prime contractor.

C. Correction of the Work:

1. The Contractor shall promptly correct all Work rejected by the Authority or Professional as defective or nonconforming or as failing to conform to the Contract Documents, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Professional's additional services thereby made necessary and any additional cost incurred by the Authority.

2. If, within one (1) year after the date of final acceptance of all Work required under the Contract Documents, or within such other period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found by the Authority to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Authority to do so, unless the Authority has previously given the Contractor a written acceptance of such specific condition. The Authority shall give such notice promptly after discovery of the condition. The performance bond required shall provide a guarantee in the sum of one hundred percent (100%) of the total Contract Sum for the correction and remedy of such defect. Should the Contractor or the Contractor's surety fail to comply with the orders of the Professional to replace or repair defective material, workmanship, or equipment within ten (10) Days from the date of notice thereof, the Authority shall have the right to declare the Contractor and/or the Contractor's surety in default, and to proceed with the correction of the defect in accordance with Section XI(A) herein.

3. All such defective or nonconforming Work under Sections IX (C)(1) and IX (C)(2) shall be promptly removed from the Site by the Contractor, and the Work shall be corrected to comply with the Contract Documents without cost to the Authority.

4. The Contractor shall bear the cost of making good all work of other prime contractors or Subcontractors destroyed or damaged by such removal or correction.

5. If the Contractor does not remove such defective or nonconforming Work within the time fixed by written notice from the Authority, the Authority may remove it and may store the materials and/or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) Days thereafter, the Authority may upon ten (10) additional Days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor pursuant to the provisions of this Section IX (C). If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate change order

shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and/or the Contractor's surety shall pay the difference to the Authority.

6. If the Contractor fails to correct such defective or nonconforming Work, the Authority may correct the Work at the Contractor's expense.

7. The obligations of the Contractor under this Section IX (C) shall be in addition to and not in limitation of any obligations imposed upon the Contractor by special guarantees required by the Contract Documents or otherwise prescribed by law.

D. Acceptance of Nonconforming Work:

If the Authority elects to accept nonconforming Work, it may do so instead of requiring its removal and correction, in which case a change order shall be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, it shall be paid by the Contractor and/or the Contractor's surety.

E. Materials and Workmanship:

Where no requirements are specified for materials or for the methods of testing materials or equipment, they shall at least be equal to the latest standard or tentative specifications of nationally recognized standardizing agencies, including, but not limited to, the American Society for Testing and Materials, the American Water Works Association, the American Society of Mechanical Engineers, the latest codes of the National Board of Fire Underwriters or, as they may be applicable, the regulations of the pertinent Departments of the City and the Commonwealth.

The materials used in the Work shall conform to the requirements of the Specifications and shall be those best adapted for the kind of service required. The workmanship shall be equal to the best standard practice. Work of reconstruction and restoration of Commonwealth, City, Authority, or privately owned structures shall be in accordance with the rules and regulations of the owners thereof. No materials shall be used on the Work until accepted and approved by the Professional.

F. Inspection:

All of the Work shall be subject to supervision and inspection by the Professional, and the Contractor shall cooperate and afford every facility for the inspection of the Work. Authorized representatives of the Authority shall be permitted access at all reasonable times to all portions of the Work, and to such portions of the place of manufacture of fabricated materials as may be necessary for complete inspection. Before beginning the Work, the Contractor shall notify the Professional of the type and source of supply of the principal materials which the Contractor proposes to furnish, and, as soon as possible thereafter, shall furnish samples of materials, fixtures, and appliances offered for approval. Before beginning the fabrication of materials, or before shipping materials of a specified type, the Contractor

shall notify the Professional in ample time to permit inspection at the place of manufacture, should the Professional so desire. Such materials shall be delivered to the Site or other location as designated in the Contract Documents properly marked for identification and shall be subject to re-inspection and final acceptance or rejection. Materials shall be delivered in sufficient time to allow for proper sampling and testing. All materials rejected by the Professional as unsuitable or not in conformity with the Plans or Specifications shall be immediately removed. Unless otherwise specifically provided for, the cost of inspection and testing will be borne by the Contractor. Work shall be done only during regular working hours unless specifically authorized or directed otherwise by the Professional. The presence of the Inspector shall not lessen the obligation of the Contractor in accordance with the Contract Documents, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract Documents.

G. Investigation of the Work:

Should the Professional at any time have reason to suspect that defective Work has been done, the Professional may order an investigation made, and the Contractor shall furnish the necessary labor, appliances, Plans, Specifications, and all other material which the Authority finds relevant to the investigation. If any part of the Work is thus found to be defective, the Contractor shall reconstruct it to the satisfaction of the Professional, and the cost thereof and of the investigation shall be at the sole expense of the Contractor. If the Work is found to be in accordance with the Contract Documents, the Contractor will be reimbursed for the expense incurred because of the examination.

H. Defective Work:

The Contractor shall remove, at the Contractor's own expense, any Work determined by the Professional to be defective and not in accordance with the Contract Documents, and shall rebuild and replace the same without additional compensation. Failure to do so shall be deemed a violation of the Contract and subject to the procedures established in Section XI (A) herein. Any omission or failure on the part of the Professional to disapprove or reject any Work shall not be construed to be an acceptance of any such defective Work.

I. Restoration of Prior Conditions:

1. The Contractor shall remove promptly from the Site all rubbish and all unused materials and tools, and as the Work progresses the Site shall be carefully cleaned and kept clean from such rubbish and refuse. Before the Work will be considered as having been completed, the Site and places affected by the Work shall be thoroughly cleared and left clean by the Contractor; free from debris, construction plant, buildings, and materials; fit for travel or other proper use; and in as good of a condition as existed before the Work was begun. Grass plots disturbed shall be resodded or planted anew and shrubbery destroyed shall be replaced. Structures shall be broom clean, free from stains, spots or other blemishes, and ready for use, and all glass shall be washed. The restoration work shall be governed by the record of existing conditions made and filed in the office of the

Engineer prior to the commencement of the Work.

2. If the Contractor fails to comply with this Section IX (I), the Authority may assign the Work to another contractor and the cost thereof shall be charged to the Contractor.

3. If a dispute arises between the Contractor and any other prime contractor as to their respective responsibilities under this Section IX (I), the Authority may authorize another contractor to perform the maintenance duties hereunder and charge the cost thereof to the several contractors as the Authority shall determine to be just.

X. Disputes & Contract Violations:

A. Disputes Between the Contractor and the Authority:

1. In the event of any dispute, claim, question, or other matter not subject to Section X (B) herein, the Contractor shall immediately refer the disputed item in writing to the Engineer for a determination, which determination shall be rendered in writing within a reasonable period of time, during which the Contractor shall proceed with the Work unless directed otherwise by the Engineer.

2. Such determination by the Engineer shall be subject to the claims procedure hereinafter set forth in this Section X (A).

3. Any claim, dispute, question or other matter which the Contractor may have against the Authority under the Contract or any breach thereof that has been referred to the Engineer, pursuant to Section X (A)(1), except such as shall have been waived by the failure of the Contractor to present a timely claim in accordance with the Contract Documents, shall be subject to negotiation at a work conference. A work conference shall be scheduled by the Executive Director upon the written demand of the Contractor, submitted not later than thirty (30) Days after the date of the determination by the Engineer under Section X (A)(1).

4. All claims, disputes, questions, or other matters which the Contractor may have against the Authority under the Contract, or any breach of the Contract which has not previously been resolved at a work conference shall, upon written demand by the Contractor, then be heard at an informal pre-claim hearing before the Executive Director or his designee.

5. No demand for a pre-claim hearing of such claim, dispute, question or other matter shall be made later than thirty (30) Days after the date on which the Contractor has received a decision rendered by the Engineer as a result of a work conference, or more than forty (40) Days after the work conference was held if the Contractor has not received a decision. The failure to demand a pre-claim hearing within the required time period shall result in the decision of the Engineer becoming final and binding upon the Contractor and the dispute shall be deemed resolved by mutual agreement.

6. Notice of demand for a pre-claim hearing shall be filed in writing and directed to the

Contracting Officer and the Executive Director. Such notice shall be made within the time limits specified in Section X (A)(5) herein.

7. The Contractor shall carry on the Work during any proceedings under this Section X (A) unless otherwise agreed by the Contractor and the Authority in writing.

8. If the Contractor is carrying on with the Work under protest, the Contractor must notify the Authority in writing prior to the commencement of the Work under protest.

9. All claims against the Authority arising out of the Contract which have been the subject of a work conference and pre-claim hearing and have not been resolved may be referred to the Board of Claims created by Pa. Stat. Ann. tit. 72, § 4651-1 et seq., in the manner and under the terms and conditions provided therein. The timely submission of such claim to a work conference and a pre-claim hearing in accordance with the provisions of this Section X (A) shall be a condition precedent to the referral of such claim to the Board of Claims under the provisions of this Section X (A)(9).

10. Claims filed with the Board of Claims must be filed within six (6) months after the date on which the party making such claim has received the decision rendered at the pre-claim hearing, or within six (6) months after the fortieth (40th) Day after such pre-claim hearing was held if the Contractor receives no decision, or such other time as may be otherwise provided by statute or regulation.

11. The Contractor shall carry on the Work during any Board of Claims proceedings, unless otherwise agreed by the Contractor and the Authority in writing.

12. If the total amount in controversy does not amount to three hundred dollars ($300.00) or more, or if, for any reason, the Board of Claims cannot exert jurisdiction over the matter, the matter shall be referred to and decided by a panel consisting of the Executive Director and a Deputy Executive Director or their respective designees.

B. Disputes or Actions Between Contractors:

1. Should the Contractor, personally or by any Subcontractor or their respective agents, servants, or employees, cause damage or injury to the property or work of any prime contractor or contractors, or by failing to perform the Work hereunder with due diligence (including the Work of the Subcontractors), delay any prime contractor or contractors who shall suffer additional expense or damage thereby, the parties involved in such dispute shall settle by agreement or arbitrate said claim, dispute or disputes by referring same to the American Arbitration Association. Said dispute or disputes shall be determined pursuant to the applicable arbitration rules of the American Arbitration Association then in effect. The Authority shall not be a party to disputes or actions between prime contractors or Subcontractors concerning such additional expense or damage, and such disputes shall not be subject to the Board of Claims proceedings provided for in Section X (A) herein. It is agreed by all parties that disputes or actions between contractors concerning the additional expense or damage hereinbefore

mentioned shall not delay completion of the Work which shall be continued by the parties, subject to the rights hereinbefore provided. It is agreed by the parties to the Contract (the Authority as promisee and the Contractor as promisor) that the intent of this Section X (B) is to benefit the other prime contractors on the Project or related projects and to serve as an indication of the mutual intent of the Authority and the Contractor that this Section X (B) raise such other prime contractors to the status of third party beneficiaries only as to the terms and conditions of Sections II (A) II (B) and X (B) herein. The Contractor agrees that Sections II (A) II (B) and X (B) herein are provided as a benefit to the Contractor and that they specifically exclude claims against the Authority for delay or other damages.

2. The Contractor agrees that all claims, disputes and other matters in question between prime contractors, which arise out of, or are related to the Contract or the breach thereof, shall be settled by agreement or resolved by arbitration in accordance with the applicable arbitration rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. The agreement to arbitrate shall be in consideration of the fact that all other prime contractors agree to the same arbitration provision as provided in each separate prime contract required for the Project, and shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The Authority shall not be a party to the arbitration nor shall such claim or dispute be subject to the Board of Claims proceedings provided for in Section X (A) herein.

3. Notice of the demand for arbitration shall be filed in writing with the other prime contractors and with the Philadelphia Regional Office of the American Arbitration Association or such other location as the American Arbitration Association may request, and a copy shall be filed with the Professional and the Authority. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. The Authority shall not be a party to the claim, dispute or other matter in question, but shall be a witness in any arbitration at the request of any party to the arbitration.

XI. Contract Violations:

A Violations of the Contract:

1. If the Contractor shall abandon the Work, or, in the sole opinion of the Engineer neglect or fail to perform the Work with promptness and diligence, or unreasonably delay the Work so that it may not be completed within the time specified in the Contract, or if the Contractor shall neglect or refuse to furnish on a timely basis suitable materials in place of any which may be rejected by the Engineer as unsuitable, or shall refuse or neglect to furnish and supply on a timely basis a sufficiency of properly skilled workers and necessary equipment or either, or if the Contractor shall execute any of the Work improperly, carelessly, or in bad faith, and refuse to remove on a timely basis any of the Work which, in the opinion of the Engineer, is defective and unsuitable, and to replace it

on a timely basis in accordance with the Contract Documents, or if the Contractor shall default in the performance of any of the terms, conditions, and provisions of the Contract Documents, then and in that event the Executive Director may provide written notice to the Contractor and the Contractor's surety to remedy the neglect or default, and require the Contractor to comply with the terms, conditions, and provisions of the Contract which are being violated. If the said notification is without effect forty-eight (48) hours after the delivery thereof, or twenty-four (24) hours when, in the opinion of the Executive Director, immediate action is necessary to safeguard life or property, the Executive Director shall have the right to declare the Contractor in default, and to notify the Contractor to discontinue the Work or any part thereof under the Contract, and to call upon the surety to complete the same through contractors which meet the approval of the Executive Director and, in the opinion of the Executive Director, have qualifications at least equal to those required of the original Contractor. If the surety fails to begin to fully and completely perform the Work by means of such approved contractors within ten (10) Days, or within twenty-four (24) hours when, in the opinion of the Executive Director, immediate action is necessary to safeguard life or property, the Executive Director shall have the right to declare the surety in default and, at the Executive Director's option:

a. to determine the Work which needs to be completed to maintain conditions; to obtain bids, if circumstances will allow, for all or any portion of the Work; and to enter into a new contract to complete the Work of the original Contractor; or

b. in the case of an emergency, including but not limited to danger to life or property, or serious interference with traffic or the movement of cargo, to terminate the Work, and to then and there secure in the open market, from any person or party, at the then-current market prices, the materials of the quality and quantity required, the necessary workers and mechanics, and the required equipment to continue the Work and complete the Contract.

2. Upon default by the Contractor as hereinabove set forth, all monies due the Contractor upon estimates, retained percentage or otherwise, materials delivered, materials built into the Work, and the Contractor's plant (including, but without limitation, tools, appliances, materials, and equipment on the Site), shall upon such default become the property of the Authority for use in the completion of the Work, and resort shall be had thereto by the Authority to the extent necessary to maintain and complete the Work and reimburse the Authority for its outlays and expenditures.

3. In case of such default by the Contractor, the remedies herein provided shall be in addition to, and not in substitution of, the rights and remedies which would otherwise be vested in the Authority, all of which rights and remedies are specifically reserved to the Authority. The failure of the Authority to exercise any of the remedies herein provided shall not preclude the Authority from seeking any other appropriate remedy or remedies.

4. The use of specific remedies herein provided shall not prevent subsequent or concurrent resort to any other remedy which by law or equity would be vested in the Authority for the recovery of damages or otherwise, in the event of default by the Contractor.

5. The Contractor and the Contractor's surety shall pay to the Authority on demand, all loss, expense, cost, or damage suffered or incurred by the Authority by reason of any default.

XII. Suspension of Work:

A. Suspension of the Work Due to Unfavorable Conditions:

1. If, in the judgment of the Authority, the Contractor is taking undue risk of damage by proceeding with the Work during unfavorable weather or other conditions, which is not for the joint benefit of the Authority and the Contractor, or for the sole benefit of the Authority, then the Authority may suspend the Work temporarily, either wholly or in part for such periods as may be necessary on account of unsuitable weather or other conditions unfavorable to the safe and proper prosecution of the Work. In the case of such suspension, a proper extension of time will be allowed as provided herein, but no allowance will be made to the Contractor for any expenses or damages resulting therefrom. It shall be clearly understood that the failure of the Authority to suspend the Work shall not relieve the Contractor of the Contractor's responsibility to perform the Work in accordance with the Contract Documents.

2. The Authority has the right to require a suspension of the Work if in its opinion unforeseen conditions warrant such a suspension. When the Authority directs resumption of the Work, the Contractor shall resume full operations within a period of ten (10) Days after receipt of written notice to do so. The Authority shall not be held liable for any damage or anticipated profits on account of the Work being suspended. Any Work done by the Contractor during the period of suspension shall be the Contractor's responsibility and the Contractor shall receive no payment therefor unless the Work is subsequently resumed and the Work done during the interval of suspension can be utilized in the resumed Work. Suspensions of Work as outlined above shall not in themselves operate to extend the Date of Completion. Requests for extensions of time must be submitted in writing by the Contractor setting forth the Contractor's reasons for such an extension.

B. Suspension of the Work for the Convenience of the Authority:

1. The Authority may, in writing, order the Contractor to suspend all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Authority, except that this Section XII (B) shall not apply under the conditions enumerated in Section XII (B) herein.

2. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended by the Authority, an adjustment shall be made for any increase in the cost of performance of the Contract (excluding anticipated profit) necessarily caused by such unreasonable suspension, and the Contract shall be modified in writing accordingly. However, no adjustment shall be made under this Section XII (B) for any suspension to the extent:

a. that performance would have been so suspended by any other cause, including the fault or negligence of the Contractor; or

b. for which an equitable adjustment is provided for or excluded under any other provision of the Contract.

3. No claim under this Section XII (B) shall be allowed unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, but not later than the date of final inspection under the Contract.

C. Suspension of the Work and Fault of the Contractor:

Should the Contractor fail to comply with the orders of the Authority relative to any particular part of the Work, the Authority may suspend the Work on any or all parts until its orders respecting the particular parts are complied with. In the case of such a suspension, which shall be considered due to the fault of the Contractor, no extension of time shall be given and no allowance will be made for the expenses incurred by the Contractor during the period of such suspension.

XIII. Termination:

A. Termination by the Contractor:

If the Work is stopped for a period of thirty (30) Days or more under an order of any court or other public authority having jurisdiction thereof, through no act or fault of the Contractor or any Subcontractor or their agents or employees or any other persons performing any of the Work, including other prime contractors, or if the Work should be stopped for a period of thirty (30) Days or more by the Contractor for the Authority's or the Commonwealth's failure to make payment pursuant to Section XIV (F) herein, then the Contractor may, upon seven (7) Days' written notice to the Authority, terminate the Contract and recover payment for all Work performed as provided in Section XIV (E) herein.

B. Termination by the Authority:

1. The Authority shall have the right at any time and for any reason, to terminate the Contract. In such case, the Contractor shall be paid (and shall accept payment) for that portion of the entire Contract actually performed to the date of termination, excluding, however, any loss of anticipated profits. Disputes as to the sum then payable to the Contractor shall be settled in accordance with the provisions of Section X (A) herein.

2. Such termination shall be effective in the manner and at the time specified in the notice of termination and shall be without prejudice to any claims which the Authority may have against the Contractor. Upon receipt of such notice from the Authority, the Contractor shall immediately discontinue all Work and the placing of all orders for materials and equipment, facilities and supplies in connection with the performance of the Work, and shall proceed to cancel promptly all existing orders and terminate Work under all

subcontracts so far as such orders and Work are chargeable to the Contract; provided, however, that the Contractor shall take such measures for the protection of the property of the Authority as may be directed by the Authority. Upon termination of the Contract, as provided by this Section XIII (B), full and complete adjustment and payment of all amounts due the Contractor arising out of the Contract as determined by an audit conducted by or for the Authority, shall as soon as practicable after such termination be made as follows:

a. the Contractor shall be reimbursed for all costs incurred to the date of termination, including reasonable overhead and expenses directly applicable to the Project, made in the performance of the Contract less amounts previously paid;

b. the Contractor shall be reimbursed for all costs to which the Contractor has been subjected to or which the Contractor is legally liable for by reason of the termination of the Contract, including reasonable costs relating to cancellation of orders, termination of subcontracts, and other similar charges to the extent the Contractor is liable therefor;

c. the Contractor shall be reimbursed for the reasonable cost of providing protection of the property of the Authority as directed by the notice of termination;

d. the sum total of the payments made under this Section XIII (B) shall not exceed the authorized total amount of the Contract less payments previously made;

e. title to all property accruing to the Authority by reason of the termination of the Contract shall immediately vest in the Authority and the Contractor shall execute and deliver to the Authority all papers necessary to transfer title;

f. coincident with the making of final payment, the Contractor shall furnish the Authority with a final release; and

g. the Authority or its representatives shall be afforded full access to all books, correspondence and papers of the Contractor relating to the Contract in order to determine the amount due thereunder.

XIV. Payments:

A. Scope of Payments:

Payment for the cost of all labor, materials, and services required to be done or furnished to complete the Work, as specified in the Contract Documents (except where payment is otherwise specifically provided), will be made at the price(s) specified in the bid. If the Work includes the supply and/or installation of materials, the prices bid shall each cover the supply and/or installation, in a good, sound, substantial, and workmanlike manner, of everything required for and incidental to the full completion of the Work of that item as called for by the Plans and/or as specified, including its proportionate share of the expense of

all plant, tools, and equipment required; the cost of all bonds, fees, and permits; of all administration, superintendence, and insurance; and of any loss or damage arising out of the nature of the Work, from the action of the elements, from any unforeseen difficulties encountered in the performance of the Work, and from risks of all kinds connected with the Work.

B. Mobilization:

The Contractor may include in the Contractor's breakdown a line item for mobilization in an amount of 1.5 percent of the contract award up to a maximum of $90,000. Mobilization costs shall be limited to the cost of the Contractor's field office and the cost of heat, lights and telephone for the field office.

C. Payment to Subcontractors:

In accordance with 55 P.S. § 697.11(a), and 62 P.S.C.A § 3933, the Contractor will pay for all materials furnished and services rendered for the performance of the Contract, and any Subcontractor furnishing such materials or rendering such services may maintain an action to recover for the same against the Contractor, as though the Subcontractor was named in the Contract, provided that the action is brought within one (1) year after the time the cause of action accrued, and without prejudice to any other rights or remedies available pursuant to statute or law.

D. Progress Payments:

1. Unless otherwise provided in the Contract Documents, during the progress of the Work, the Contractor shall prepare periodic current estimates of the value of the Work performed and shall submit to the Authority itemized applications for payment to the Accounts Payable Department of the Authority on the form provided by the Authority. The applications shall be supported by data substantiating the Contractor's right to payment, as the Authority may require. The Professional and the Authority will review the applications for validity.

2. Unless otherwise provided in the Contract Documents, and as provided in Section XIV (E) herein, upon the determination of the Authority as to reasonableness, payments may be made to the Contractor on account of materials or equipment especially fabricated for the Work, which materials or equipment are delivered and suitably stored at the Site or on Authority property. However, such payments shall be conditioned upon submission by the Contractor of bill of sale forms provided by or otherwise acceptable to, the Authority to establish the Authority's title to such materials or equipment. The Contractor shall remain responsible for all losses of materials and equipment which remain under the Contractor's custody and control regardless of the exclusions in the insurance policies as required under the Authority's bill of sale form or the location of such, whether on or off of the Site.

3. Unless otherwise provided in the Contract Documents, the Contractor warrants and

guarantees that title to all materials and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Authority upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances; and that no materials or equipment covered by an application for payment will have been acquired by the Contractor, or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

E. Application for Payment:

1. If the Contractor has made an application for payment, and subject to the schedule for payment provided in Section XIV (D) herein, the Professional will, within seven (7) Days after the receipt of the application, unless otherwise provided in the Contract Documents, process the application for payment to the Authority, with a copy to the Contractor, for such amount as the Professional determines to be properly due, or state in writing the Professional's reasons for withholding the application.

2. By approving an application for payment, the Professional shall not thereby be deemed to represent that the Professional has made exhaustive or continuous inspections to check the quality or quantity of the Work, or that the Professional has reviewed the Contractor's means, methods, techniques, sequences or procedures, or that the Professional has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

3. In the case of projects funded by Commonwealth capital funds, after the Professional and the Authority have approved the application for payment, the Authority shall forward the application for payment to the Commonwealth and the Commonwealth shall make payment directly to the Contractor in the manner provided in the Contract Documents. In the case of projects funded by Authority operating funds, payment shall be made to the Contractor by the Authority in the manner provided in the Contract Documents. In the absence of good and sufficient reasons, within twenty (20) Days of the receipt of payment by the Contractor, the Contractor shall pay all Subcontractors, with whom the Contractor has contracted, their earned share of the payment the Contractor received.

4. No application for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project shall constitute an acceptance of any Work not in accordance with the Contract Documents, nor shall any payment constitute a waiver by the Authority of its right to assert a claim with respect to any matter arising under or relating to the Contract or the services provided thereunder.

5. Progress payments on contracts other than equipment contracts, will be reduced by ten percent (10%) until the Substantial Completion of the Work, as such term is defined in Section XV (A) herein; provided, however, that when the amount of the progress payments reaches fifty percent (50%) of the Contract Sum, and all of the requirements of the Contract, including its satisfactory progress, have been complied with, no additional

percentage will be retained on succeeding payments during the continuation of such satisfactory performance of the Work. Progress payments will be the amount of the payment as thus reduced less the sum of all previous payments. When the Contract is fifty percent (50%) completed, one-half of the amount retained by the Authority shall be returned to the Contractor; provided, that the Professional approves the application for payment; and provided further, that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. The sum or sums withheld by the Authority from the Contractor after the Contract is fifty percent (50%) completed shall not exceed five percent (5%) of the value of completed Work based on monthly progress payment requests; provided, however, that in the event a dispute arises between the Authority and any contractor, which dispute is based upon increased costs claimed by one contractor occasioned by delays or other actions of another contractor, additional retainage in the sum of one and one-half (1½) times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes a bond satisfactory to the Authority to indemnify the Authority against the claim. However, all such monies retained by the Authority may be withheld from the Contractor until Substantial Completion of the Contract, as such term is defined in Section XV (A) herein.

6. Progress payments on contracts for furnishing and/or installing electrical, mechanical, plumbing, heating, and other equipment subject to test, will include an allowance of fifty percent (50%) of the price bid for the units especially fabricated therefor (or the apportioned value thereof), when such equipment is delivered on the Site or on Authority property. A further allowance of twenty-five percent (25%) will be made when the equipment is installed and ready for test.

7. This Section XIV (E) shall apply unless otherwise provided in the Contract Documents.

F. Failure of Payment:

If the Authority or the Commonwealth should fail to make payment to the Contractor as provided in Section XV (E) herein within sixty (60) Days after receipt of an application for payment that was approved by the Authority for payment, such failure shall afford the Contractor the right to an immediate pre-claim hearing upon written request to the Executive Director as provided in Section X (A) herein. The determination of the Executive Director shall be binding on all parties as to whether the Contractor may stop Work or whether a new payment procedure may be established by a change order to comply with the determination, or such remedy as the Executive Director may determine or both; provided, however, that the failure to approve any particular application shall not constitute a basis for denying payment of future applications without proper cause. The Contractor shall not be entitled to stop Work in any event unless the Authority exercises its right to suspend the Work as provided in Sections XII (A) and XII (B) herein. Under this Section XIV (F), after a decision has been rendered by the Executive Director, the claim may be referred to the Board of Claims as provided in Section X (A) herein.

G. Substantial Completion Inspection:

1. When the Contractor requests a substantial completion inspection of the Work or a designated portion thereof, the Professional and the Authority shall make a substantial completion inspection within thirty (30) calendar days of the request. At any time during the progress of the Work, however, the Authority may schedule a substantial completion inspection. During the substantial completion inspection, a punch list will be compiled by the Professional listing the items to be completed or corrected to achieve Final Completion. The failure to include any items on such list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. If the Professional and the Authority, on the basis of a substantial completion inspection, determine that the Work is Substantially Complete, then the Professional will issue a certificate of substantial completion, which shall establish the date of Substantial Completion, shall state the responsibilities of the Contractor for maintenance, heat and utilities and other items, if applicable, and shall fix the time within which the Contractor shall complete the items listed therein, said time to be before the Date of Completion or any extension thereof. The substantial completion certificate of completion shall be submitted by the Professional to the Authority and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

2. Following the substantial completion inspection, if there are items to be completed and/or corrected, the Authority and the Professional will determine the dollar value to be withheld by the Authority. The Contractor shall complete all items to be corrected and/or completed within thirty (30) Days after the date of substantial completion inspection or show just cause to the satisfaction of the Professional and the Authority why they cannot be completed. If the Contractor does not complete the items to be corrected and/or completed within thirty (30) Days, or show just cause to the satisfaction of the Professional and the Authority why they cannot be completed, the Authority will have the right to correct those items at the Contractor's expense.

3. At no time after the date of substantial completion inspection shall the Contractor be permitted to file any claim, arising under the Contract, against the Authority; provided, however, that this shall not preclude the Contractor from filing claims against the Authority which arise subsequent to the date of substantial completion inspection and prior to acceptance by the Contractor of final payment.

H. Final Payment:

1. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid to the Contractor as provided in Section XIV herein forty-five (45) Days after the issuance of the certificate of completion and the final application for payment; provided that the Work has then been completed and accepted by the Authority, and Final Completion has occurred.

2. If, after Substantial Completion of the Work, Final Completion is materially delayed through no fault of the Contractor, and the Professional and the Authority so confirm,

then upon certification by the Professional, and without terminating the Contract, payment of the balance due for that portion of the Work fully completed and accepted shall be made to the Contractor as provided in Section XIV herein. If the remaining balance of the Work not fully completed or corrected is less than the retainage stipulated in Section XIV herein, and if the appropriate bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Authority prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of any of the claims of the Authority against the Contractor.

3. The making of final payment shall constitute a waiver of all claims by the Authority except those arising from:

    a. unsettled claims;

    b. faulty or defective Work;

    c. failure of the Work to comply with the requirements of the Contract Documents; or

    d. terms of any special guarantees required by the Contract Documents.

4. Acceptance of the Final Payment shall constitute a waiver of all claims by the Contractor.

I. Interest on Final Payment:

In accordance with Pa. Stat. Ann. tit. 62, § 3941(b), the final payment due the Contractor after Substantial Completion of the Contract shall bear interest at a rate of ten percent (10%) per annum, such interest to begin after the date that such payment shall become due and payable to the Contractor; provided, that where the Authority has issued bonds to finance the Project, interest shall be payable to the Contractor at the rate of interest of the bond issue or at the rate of ten percent (10%) per annum, whichever is less. The acceptance of the final payment shall constitute a waiver of all claims and liens by the Contractor not filed prior to such acceptance.

XV. Completion:

A. Substantial Completion:

The date of Substantial Completion of the Work, or designated portion thereof, is the date on which the Professional certifies, and the Authority approves, that the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work, or designated portion thereof, is available for the use for which it is intended, excepting only minor punch list items in non-completion of which does not interfere with the Work's intended use. Upon Substantial Completion, the Authority shall accept the Work or designated portion thereof,

which acceptance shall not unreasonably withheld. Upon substantial completion, Contractor will provide all documents referenced in Sections V (E) & V (K).

B. Final Completion:

1. The date of Final Completion of the Work is the date when all of the items set forth below are achieved:

    a. All of the Work has been completed and accepted by the Authority, including but not limited to all items on the punch list;

    b. The Contract is fully performed as provided in the Contract Documents; and

    c. The following have been provided to the Authority;

        i. an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Authority might in any way be responsible, have been paid or otherwise satisfied;

        ii. statements of the surety and the Contractor which are satisfactory to the Authority as to the Contractor's payment of all claims for labor and materials; and

        iii. if required by the Authority, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Authority. Such information includes, but is not limited to, proof of actual MBE/WBE Participation.

        iv. all documentation referenced in Sections V (E) & V (K).

2. If any Subcontractor refuses to furnish a release or waiver required by the Authority, the Contractor may furnish a bond satisfactory to the Authority to indemnify the Authority against any such potential or actual lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Authority all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

3. Neither the final payment nor any remaining retained percentage shall become due until the Contractor submits to the Authority the items set forth in Section XV (B)(1)(c) above.

XVI. Warranty:

A. Maintenance After Completion and the Contractor's Guarantee:

1. The Contractor shall guarantee the Work against defects of material and workmanship for a period of one (1) year from the date of final acceptance by the Authority, unless another period is specified in the Contract Documents, and shall guarantee all equipment to perform the duty specified. The Authority shall have the benefit of all guaranties and warranties, including all equipment and material guaranties and warranties. When individual items of the Contract are accepted and used by the Authority prior to the Date of Completion, the period of guarantee for said items shall begin from the date of acceptance of such items. If, within the said period of guarantee, any of the Work shall prove to be defective either in material or workmanship, or if damage occurs by settlement of any backfill placed under the Contract, or if any part or parts of equipment furnished shall prove to be inadequate, insufficient, or defective either in design, material, or workmanship, the Contractor shall, immediately upon demand from the Engineer (whose decision as to such inadequacy, insufficiency, or defectiveness shall be binding and conclusive upon the parties hereto), repair and replace the same, and shall repair and replace any consequential damage to other parts or structures, at the Contractor's own cost and expense, without cost or expense to the Authority, and to the approval and satisfaction of the Engineer.

2. Should the Contractor or the Contractor's sureties fail to comply with the orders of the Engineer to replace or repair defective material, workmanship, or equipment within ten (10) Days from the date of such notice, the Authority shall have the right to declare the Contractor and/or the Contractor's surety in default, and to proceed with the correction of the defect in accordance with the methods provided in Section XI (A) herein.

XVII. Work Site Conditions:

A. Performance of the Work:

The method of procedure shall be subject to approval as best adapted for the safe, efficient, and expeditious performance of the Work, with a minimum of interference with public traffic or convenience, or the movement of vehicular traffic or cargo on the Site. The Work shall be performed at such times and at such places as may be ordered or approved by the Professional.

B. Maintenance of Traffic and Access to Property:

Traffic of all kinds shall be maintained continuously and access to buildings shall be provided for at all times, except where otherwise specifically permitted by the Contract Documents, or where temporary interference is authorized by the Engineer, in which case it shall be interrupted only for such time as is necessary to provide temporary substitutes for surfaces disturbed by the Work and to restore street and sidewalk surfaces after the

completion of the Work. Where partial occupation of the street is allowed, materials and equipment shall be so placed as to insure a minimum of interference with traffic. No materials shall be placed on the sidewalk within one (1) foot of the curb line, and a clear sidewalk passage not less than four (4) feet in width shall be maintained at all times. The flow in gutters and inlets shall be maintained.

C. Temporary Buildings:

Buildings, fences, and equipment erected by the Contractor shall be neat in appearance, shall be approved by the Engineer, and shall be painted a medium blue or other color as designated by the Engineer. No advertising matter, other than Contract information and the name and address of the Contractor, shall be displayed on the Work.

D. Temporary Ventilation:

The Contractor shall provide temporary ventilation to remove from the structure any excessive humidity in enclosed portions of the Work resulting from the Work so that the Work may be performed without interruption and under correct conditions including required dryness for installation of the various materials. Any dangerous or noxious fumes or particles suspended in the air shall be the responsibility of the contractor whose work caused those conditions to exist. Temporary equipment used shall produce no hazard to the Work or to any person in or near the Work. The Contractor shall furnish all such equipment, pay all costs for it and for its operation, including fuel and power supplies during operation both in and out of normal working hours, and the Contractor shall remove it when no longer required.

E. Detour Signs:

When permission is given to close a highway during Contract operations and to divert the traffic therefrom, the Contractor, at the Contractor's own expense, shall erect and maintain highway barricades. Detour signs shall be placed by the Department of Streets of the City and/or the Pennsylvania Department of Transportation, as applicable. The Contractor will be required to notify the Authority seven (7) Working Days prior to the date of starting the Work and one (1) Working Day prior to the Date of Completion. Copies of these notices shall be sent to the Traffic Engineer of the Department of Streets and the Pennsylvania Department of Transportation.

F. Contract Identification Signs:

When so directed by the Engineer in writing, the Contractor shall, at the Contractor's own expense, erect and maintain in a prominent position upon the Work a suitable sign, plainly lettered with the name and address of the Contractor, the character of the Work and the name of the Authority. No advertising matter other than the signs above noted shall be displayed on the Work.

G. Storage Space:

Buildings, yards, or sidings that may be required for the delivery or storage of materials shall be provided by and at the cost of the Contractor. The use of streets for storing materials will not be permitted, unless specifically authorized in writing by the Engineer.

H. Night Work:

Work during the night shall be carried on with due regard to the comfort of nearby residents, and the method of performance shall be subject to the approval of the Engineer, who may, if conditions so require, order that no night work be done in specific localities. Workers shall refrain from loud noises, calls, or whistles; and the operation of air compressors, rock drills, and blasting is prohibited between the hours of 7:00 p.m. and 7:00 a.m. unless specifically permitted by the Engineer.

I. Power and Light:

The Contractor shall use either electric, compressed air or internal combustion engine power, unless conditions are such that use of steam power is not objectionable and its use is approved by the Engineer. When compressed air or internal combustion engines are used the exhaust shall be muffled. Only electric lights shall be used in or under buildings or anywhere on the Site below the surface of the street.

J. Use of Water:

The Contractor shall make all necessary arrangements and obtain all permits for the use of water from the City or otherwise, and Contractor shall pay for all water used and permits required.

K. Prevention of Dust and Smoke:

The Contractor shall keep the surface of the sidewalks and streets affected by the Work, including, but without limitation, decking and temporary paving, in a clean and neat condition. The Contractor shall sprinkle with water or otherwise treat the surface sufficiently to keep the dust laid during the progress of the Work. Piles of dirt or other material shall not be left on the surface. The above mentioned requirements are not intended to take the place of the usual duties of the Department of Streets or the Pennsylvania Department of Transportation, as applicable, but to supplement them. No fires of any kind or burning of debris on the Site or adjacent to it will be permitted; debris shall not be disposed of on the Site.

L. Explosives:

If any blasting is involved in the performance of the Contract, the Contractor must obtain a blasting permit from the Department of Licenses and Inspections of the City and all such other licenses or permits as shall be required. Permits will be issued only upon approval of

the appropriate governmental agency or official, and posting of a bond or delivery of a certificate of insurance covering personal injuries and property damage. Blasting may be done only by licensed blasters duly licensed by the City. The Contractor must also obtain all necessary licenses or permits for the storage of explosives and the transportation of explosives to the Site, which are issued by the Department of Licenses and Inspections of the City subject to prior approval of the appropriate governmental agency or official.

M. Work in Freezing Weather:

Masonry of all kinds, pointing, grouting, plastering, and other Work subject to the action of frost shall not be done when exposed to freezing weather, except under conditions where the Engineer may specifically direct or permit such Work, subject to the heating of materials, the protection of finished Work, and such other measures as may be deemed necessary. The Contractor's work should take into account the possibility of normal weather conditions and the Engineer is not required to authorize additional time or money for the completion of the Work. If operations are suspended on account of freezing weather, the Work shall be properly protected until the resumption of Work is permitted. If a suspension of the Work on account of freezing weather or from any other cause is necessary, the Site shall be cleaned up and left in good order during the period of such suspension.

N. Cooperation with Public Utility Companies:

Notice shall be given by the Contractor to all individuals, companies, and the proper City officials owning or having charge of structures along any part of the Work, of the Contractor's intention to commence operations along such part of the route, at least seven (7) Days in advance, and a copy of such notice shall be filed with the Engineer. The Contractor shall cooperate with other contractors and with the employees, officers, and agents of the City, Commonwealth and Federal departments and of the various companies which own, operate, or have supervision over the structures encountered, and shall conform to the reasonable requirements of the owners of such structures with regard to their safe maintenance. The Contractor shall give to authorized representatives of said departments and companies free access at all times to the excavation and to the Site to inspect the condition and support of their structures. Suitable arrangements shall be provided to facilitate access to valves and manholes. Ventilation openings shall be provided where gas is likely to accumulate. Where structures are to be constructed under the facilities of any public utility company, the Contractor shall arrange with the public utility company for the removal or support and maintenance of such facilities.

O. Gas Pipes:

The performance of any necessary alterations to the gas mains and gas service pipes, including temporary or permanent relocations thereof, are the responsibility of the Contractor and shall be performed by the Contractor or the Philadelphia Gas Works. The mains and services that have been removed may be replaced in their permanent position after the backfilling has been sufficiently compacted.

P. Traffic Control Apparatus:

The Contractor shall support and maintain in their present locations, or in approved temporary locations, any existing traffic signs or traffic control masts, signals, signs, apparatuses, and their connecting cables, in the proper condition to permit the uninterrupted functioning of the signals during the progress of the Work, on temporary poles if necessary, and in a manner satisfactory to the City's Department of Streets and/or the Pennsylvania Department of Transportation, as applicable. If the existing signal apparatus is supported on poles and these poles are moved to a temporary location during the progress of the Work, the Contractor shall either erect temporary signal poles in the approximate locations of the original poles and erect the signals thereon, or shall extend the electrical connection to the poles as relocated, as may be ordered by the Engineer. Upon the restoration of surface conditions, the Contractor shall restore the equipment, including cables and electrical connections, to its original position and condition. The Contractor's obligations under this Section XVII (P) shall be done without additional compensation.

Q. Interruption of Existing Services:

Whenever it becomes necessary to interrupt existing services in use, such as sewer, water, gas and steam lines, and electric service, the Work shall continue on a twenty-four (24) hour basis until it is completed and the service restored, or at such alternate time required by the Authority.

R. Support and Protection:

All structures unless specifically designated by the Engineer to be abandoned or relocated, shall be supported and protected at all times from injury, including damage from freezing, and maintained continuously in service. Should any injury occur while the Work is in progress and the structures are under the protection of the Contractor, the Contractor shall fully restore such structures to as good a condition as existed before the injury was done. The above, including also such changes of structures as are for the Contractor's own convenience in executing the Work, shall be done without additional compensation, unless otherwise specifically provided for in the Contract Documents.

S. Structures Interfering with Construction:

If, in the course of the Work, it is found that any of the existing structures occupy space required by any other structure or appurtenances thereto to be constructed under the Contract, or that they are so situated as to render it impracticable, in the opinion of the Engineer, to do the Work called for under the Contract in the manner specified, the Contractor shall excavate and uncover the portions of the structures within the pavement lines for excavating under the Contract and shall maintain such structures in service and shall notify the Engineer, who will arrange for the relocation, changing, or removal of the interfering pipes or structures within a reasonable time. The Contractor shall not move nor disturb the structures in any way without consultation with the owners and the approval of the Engineer. Structures belonging to

public utility companies, which are ordered by the Engineer to be removed or relocated, will be so removed or relocated and permanent supports placed. The Contractor, however, shall support and protect them up to the time of their removal, shall cooperate with their owners during the process of relocation, and shall maintain and protect them if and when they are relocated within the zone of influence of the Work. This Work shall be done by the Contractor without additional compensation from the Authority. Sewers, water pipes, electrical conduits, and other structures shall be constructed, relocated, or reconstructed as shown on the Plans or as may be ordered in the course of the Work. Payment for this Work will be made at the applicable prices in the Contract Documents unless otherwise specifically provided. If approval is given by the Engineer to a request by the Contractor to effect a temporary or permanent relocation of structures, for the Contractor's own convenience, and satisfactory arrangements can be made with the owners thereof, this Work will be done at the expense of the Contractor.

T. Abandonment of Structures:

In the case of structures, the service of which is permanently abandoned, the Engineer will designate which of the materials are to be salvaged and which are to be abandoned in the trench or otherwise disposed of. The Contractor shall remove and deliver to a designated point of storage materials ordered to be salvaged, and payment therefore will be made at the appropriate prices of the Contract, unless otherwise specifically provided. The Contractor shall allow owners of privately owned structures reasonable facilities for salvaging their property.

U. Insulation for Construction Projects:

All Insulation incorporated into the project **must** contain the minimum percentage of postconsumer recovered paper or recovered material a shown below for the applicant product.

Material Type:	**Percent by Weight:**
Cellulose loose – fill and spray on	75% postconsumer recovered paper
Perlite Composite Board	23% postconsumer recovered paper
Plastic rigid foam, polyisocyanurate/polyurethane	
Rigid Foam	9% recovered material
Foam-in-Place	5% recovered material
Glass Rigid Foam	6% recovered material
Phenolic Rigid Foam	5% recovered material
Rock Wool	50% recovered material

Postconsumer recovered paper is defined as "Any paper, paperboard and fibrous wastes from retail stores, office buildings, homes and so forth, after they have been passed through their end-usage as a consumer item including; used corrugated boxes, old newspapers, old magazines, mixed waste paper, tabulating cards and used cordage, as well as all paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste."

Recovered materials are defined as "waste material and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process."

The Contractor may be required to provide the Authority with documentary evidence that the insulation provided for the project was produced with the required minimum percentage of postconsumer recovered paper or recovered material.

PART 4

RESINOUS FLOORING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes one resinous flooring system, with three component Troweled mortar.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated. Include manufacturer's technical data, application instructions, and recommendations for each resinous flooring component required.

B. Samples for Verification: For each resinous flooring system required, 6 inches (150 mm) square, applied to a rigid backing by Installer for this Project.

C. Two (2) reference projects in the local area must be submitted in order for the Owner to visit these sites and determine if the material will be suitable for application at Pier 78 Annex. The references must be an unheated warehouse with loads meeting or exceeding the forklift loads in Pier 78 Annex building (rolled paper).

D. Maintenance Data: For resinous flooring to include in maintenance manuals.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced installer (applicator) who is experienced in applying resinous flooring systems similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.

B. Mockups: Apply mockups to verify selections made under sample submittals and to demonstrate forklift traction under wet conditions, and set quality standards for materials and execution.

1. Apply full-thickness mockups on 40'x6' floor area selected by Owner (part of project area).

2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

3. Approved mockup must meet the following skid-test: a forklift used in daily operations of Pier 78 annex must be able to stop prior to travelling 30 feet when the brakes are applied in a wet test area after going full speed.

C. Pre-installation Conference:

1. Contractor shall arrange at least 2 weeks prior to starting work.

2. Attendance:

1. Contractor

2. Owner's Representatives.

3. Resinous Manufacturer.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.

B. Store materials to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects.

1.5 PROJECT CONDITIONS

A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.

1. Maintain material and substrate temperature above 50 degrees during resinous flooring application and for not less than 24 hours after application.

B. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application, unless manufacturer recommends a longer period.

1.7 WARRANTY

A. Manufacturer shall furnish a single, written warranty covering both material and workmanship for a period of (1) full year from date of installation, or provide a joint and several warranty signed on a single document by material manufacturer and applicator jointly and severally warranting the materials and workmanship for a period of (1) full year from date of installation.

PART 2 - PRODUCTS

2.1 RESINOUS FLOORING

A. RESINOUS FLOORING SYSTEM

Resinous material with clear epoxy topcoat - nominal 1/4"/6mm thick system comprised of a penetrating, moisture tolerant, two-component epoxy primer, a high performance, bisphenol F epoxy resin, three-component mortar consisting of epoxy resin, curing agent and selected, graded aggregates blended with inorganic pigments and a two-component, 100% solids, and a clear 100 % solids epoxy coating.

B. System Characteristics:

1. Color: Pewter
2. Wearing Surface: Texture Field verify.
3. Overall System Thickness: Nominal ¼" (inch).

C. System Components: Manufacturer's standard components that are compatible with each other and as follows (or Engineer approved equal):

Body Coat(s):

1. Resin: Bisphenol F Novalac Epoxy.
2. Formulation Description: 100 percent solids.
3. Application Method: Metal Trowel.
4. Thickness of Coats: 1/4".
5. Number of Coats: One.
6. Aggregates: Pigmented Blended aggregate.

Topcoat:

1. Resin: Epoxy.
2. Formulation Description: 100% high solids.
3. Type: Clear
4. Finish: Field verify for anti-slip texture.
5. Number of Coats: one.

2.2 ACCESSORY MATERIALS

A. Primer: As required by manufacturer

PART 3 - EXECUTION

3.1 PREPARATION

A. General: Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean and dry substrate for resinous flooring application.

B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.

C. Mechanically prepare substrates as follows:

1. Includes use of a scabbler, scarifier or shot blast machine for removal of bond inhibiting materials such as curing compounds or laitance.
2. Hand diamond grind near walls and obstructions.
3. Comply with ASTM C 811 requirements, unless manufacturer's written instructions are more stringent.
4. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written recommendations.

D. Verify that concrete substrates are dry.

E. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.

F. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written recommendations.

G. Contractor solely responsible to protect all areas outside of the disturbance area from dust and debris at all times. Contractor to use tarps, tents, or other means to accomplish this. No dust or debris may exit the work area and migrate to the working areas of the warehouse.

H. Contractor to bid work based on having 8,000 SF of floor area to work at a time. The sequence will be coordinated with the Owner and tenant.

3.2 APPLICATION

A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.

1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
3. At substrate expansion and isolation joints, provide joint in resinous flooring to comply with resinous flooring manufacturer's written recommendations.

    1. Apply joint sealant to comply with manufacturer's written recommendations.

B. Apply primer where required by resinous system, over prepared substrate at manufacturer's recommended spreading rate.

C. Apply metal trowel single mortar coat in thickness indicated for flooring system. Hand or power trowel and grout to fill voids. When cured, sand to remove trowel marks and roughness.

D. Apply base coats and topcoats in number of coats indicated for flooring system and at spreading rates recommended in writing by manufacturer.

3.3 FIELD QUALITY CONTROL

A. Material Sampling: Owner may at any time and any numbers of times during resinous flooring application require material samples for testing for compliance with requirements.

1. Owner will engage an independent testing agency to take samples of materials being used. Material samples will be taken, identified, sealed, and certified in presence of Contractor.
2. Testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's product data.

3. If test results show applied materials do not comply with specified requirements, pay for testing, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reapply flooring materials to comply with requirements.

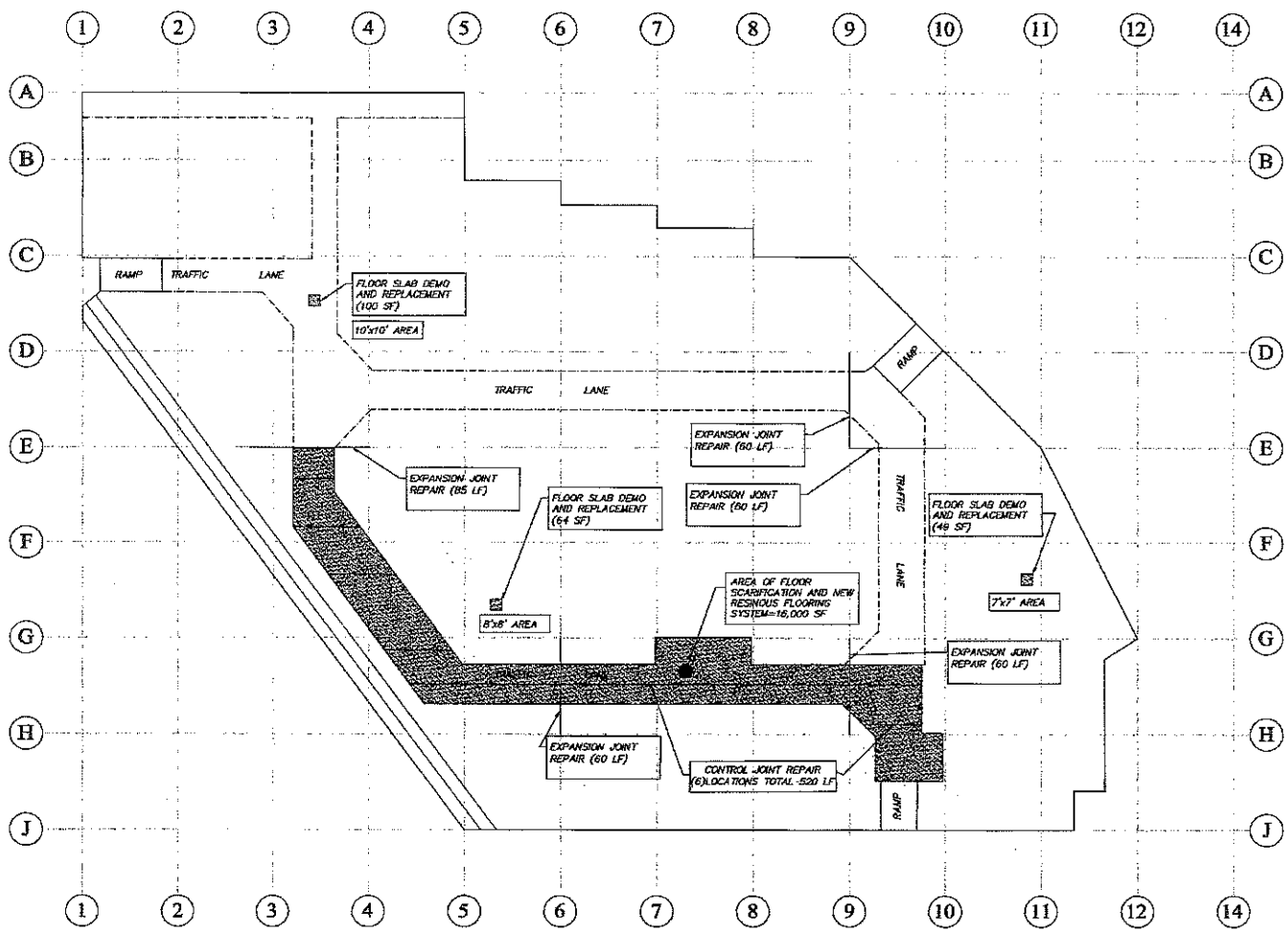
3.4 CLEANING, PROTECTING, AND CURING

A. Cure resinous flooring materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of application and prior to completion of curing process. Close area of application for a minimum of 24 hours.

B. Protect resinous flooring materials from damage and wear during construction operation. Where temporary covering is required for this purpose, comply with manufacturer's recommendations for protective materials and method of application. General Contractor is responsible for protection and cleaning of surfaces after final coats.

C. Cleaning: Remove temporary covering and clean resinous flooring just prior to final inspection. Use cleaning materials and procedures recommended by resinous flooring manufacturer

END OF SECTION



FLOOR PLAN

SCALE: 1/32=1'-0"

GENERAL NOTES:

1. ALL WORK TO BE COORDINATED WITH OWNER. WORK WILL NEED TO BE COMPLETED IN STAGES TO ALLOW FOR OPERATION OF THE BUILDING TO CONTINUE. CONTRACTOR SHOULD BID THE PROJECT BASED ON NO MORE THAN 8,000 SF OF FLOOR BEING DISTURBED AT ONE TIME.

FLOOR SLAB DEMOLITION AND REPLACEMENT

1. SAWCUT AND REMOVE ENTIRE 10" EXISTING CONCRETE FLOOR SLAB, INCLUDING REINFORCEMENT
2. COMPACT SUBGRADE
3. INSTALL NEW #5 REINFORCING BARS AT 12" ON CENTER, EACH WAY, TOP AND BOTTOM. DOWEL INTO EXISTING CONCRETE USING HILTI HIT-RE 500 EPOXY ADHESIVE OR APPROVED EQUAL, MIN. 5" EMBEDMENT.
4. REINFORCING BARS TO MEET ASTM A615/A 615M GRADE 60, DEFORMED.
5. INSTALL PREMOLDED JOINT FILLER
6. REBAR TO HAVE MIN. 2.5" CONCRETE COVER (TOP AND BOTTOM)
7. PLACE NEW 10" THICK, 4000 PSI CONCRETE SLAB
8. CAULK JOINT BETWEEN NEW AND OLD CONCRETE
9. ALL WORK TO BE IN ACCORDANCE WITH ACI CODE
10. ALL MATERIALS TO BE SUBMITTED FOR APPROVAL BY ENGINEER

CONTROL JOINT REPAIR NOTES

1. EXISTING CONTROL JOINT (±½" WIDE) TO BE SAW CUT TO FULL DEPTH (ASSUMED TO BE 2.5").
2. INSTALL JOINT FILLER MATERIAL PER MANUFACTURERS SPECIFICATIONS.
3. JOINT FILLER MATERIAL TO BE SEMI-RIGID EPOXY WITH A SHORE HARDNESS OF A90-95.
4. CONTRACTOR MUST FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS FOR PREPARATION AND INSTALLATION.
5. ALL MATERIALS TO BE SUBMITTED FOR APPROVAL BY ENGINEER.

EXPANSION JOINT REPAIR NOTES

1. EXISTING EXPANSION JOINT MATERIAL (±1.5" WIDE) TO BE REMOVED AT LEAST TO A DEPTH OF 3.5" FROM THE TOP OF SLAB (OR UNTIL EXISTING DOWEL BARS ARE ENCOUNTERED).
2. INSTALL COMPRESSIBLE BACKER ROD AT 3.5" DEPTH
3. MIX JOINT FILLER MATERIAL WITH CLEAN, DRY, SILICA SAND (1:1 RATIO JOINT FILLER TO SAND).
4. INSTALL JOINT FILLER MIX (MIN. 2" DEEP) PER MANUFACTURERS SPECIFICATIONS.
5. JOINT FILLER MATERIAL TO BE SEMI RIGID EPOXY WITH A SHORE HARDNESS OF A90-95
6. CONTRACTOR MUST FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS FOR PREPARATION AND INSTALLATION.
7. ALL MATERIAL TO BE SUBMITTED FOR APPROVAL BY ENGINEER.

SPECIFICATION FOR RESINOUS FLOORING SYSTEM IS ATTACHED AS A SEPARATE DOCUMENT.

PIER 78 ANNEX
CONCRETE FLOOR REPAIRS

FLOOR PLAN

Rev.

Date: 2/10/12
Project No. 12-003.1
Drawing code: -
Drawing Scale: 1:1
Plot scale: 1:1

Designed by:
Drawn by: BJD
Checked by:
Reviewed by:
Submitted by:

PHILADELPHIA REGIONAL PORT AUTHORITY

SEAL

Sheet Reference Number:
FP-001

Sheet 1 of 1

EXHIBIT "B"

THE BID

PROJECT #12-003.1

BID FORM

FOR

CONCRETE FLOOR REPAIRS

AT

PIER 78 ANNEX

I. Monetary Section:

The undersigned, Quinn Construction, 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:

Item No.	Description	Unit	Quantity	Unit Price	Total Price (Quantity x Unit Price)
1	Floor Scarification and Resinous Floor System	SF	16,000	$ 12.35/sf	$ 197,600.00
1A	*One half inch (1/2") epoxy base grout under resinous floor system*	*SF*	*1,000*	$27.75/sf	$ 27,750.00
2	Expansion Joint Repair	LF	325	$17.68/lf	$ 5,746.00
3	Control Joint Repair	LF	520	$12.50/lf	$ 6,500.00
4	Floor Slab Demolition and Replacement	SF	213	$72.15/sf 10" thick	$ 15,368.00
Total Base Bid in Numbers				$	252,964.00

Total Base Bid in Words

Two Hundred Fifty-Two Thousand Nine Hundred Sixty-Four Dollars

Contract will be awarded based on Total Base Bid. Quantities are minimums and may increase. Contractor will be paid for actual quantities based on unit prices above.

II. 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:

Repair 213 sf of concrete slab, prep/coat 16,000 sf, remove/install 325 lf expansion joint and 520 lf control joint, epoxy grout 1,000 sf

Percentage of work to be performed by my organization 88 % Estimate cost of work to be performed by my organization

$ 222,884.00

III. **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

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: Unknown

IV. **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.

V. **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;

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 12th day of March, 2012

Quinn Construction, Inc.
Corporate or Business Name of Bidder

Lester, PA 19029
Address Including Zip Code

Signature of President or
Vice President

Signature of Secretary,
Assistant Secretary
Treasurer or Assistant Treasurer

Elizabeth Quinn, President
Type or Print Name and Title

Elizabeth Quinn, Secretary
Type or Print Name and Title

610.586.1332
Telephone Number

MBE/WBE SUBCONTRACTOR AND SUPPLIER SOLICITATION AND COMMITMENT SHEET

(1)	(9)	(2)
Company Name: Quinn Construction, Inc. EID No.: 23-2651338 Address: 1017 4th Avenue Lester, PA 19029 Telephone (610) 586.1332	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.	Contract Number and Point: 12-003.1 Project Name: Concrete Floor Repairs at Pier 78 Annex County: Philadelphia Bid Amt.: $ 252,964.00

(10) All enterprises solicited or which have provided unsolicited quotes must be included on this form.

(3) Company Name, Address, Zip Code, Tel. No. with Area Code and Contact Person's Name	(4) Certification Number and Name of Using Agency		(5) Type of Work to be Performed and/or Material to be Supplied	(6) Total Dollar Amount of Quote Received	(7) Total Commitment Dollar Amount
	MBE	WBE			
Markias, Inc./Joyce Abrams 14 Twin Hill Drive Willingboro, NJ 08046 609.877.0600	1189-07-12S32		Material Supplier	$ 26,819.00	$ 26,819.00
Abonizio Transfer, Inc./Karen Abonizio P.O. Box 166, Essington, PA 19029 610.521.3010		6430064CC	Dumpster Supplier	$ 1,134.00	$ 1,134.00
U.S. Lumber, Inc./Romilett Yulo 668 S. Evergreen Ave., Woodbury Heights, NJ 08097 856.853.1770		7819052JC	Material Supplier	$ 1,036.00	$ 1,036.00

(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.

	MBE	WBE
Targets Established:	10%	2%
(8) Achieved:	11%	1%

11/2002

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

QUINN CONSTRUCTION, INC.
1017 4th Avenue
Lester, PA 19029-1813

SURETY:
(Name, legal status and principal place of business)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
600 Red Brook Blvd, 4th Floor
Surety Underwriting
Owings Mills, MD 21117

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:
(Name, legal status and address)
PHILADELPHIA REGIONAL PORT AUTHORITY
3460 N. Delaware Avenue, 2nd Floor
Philadelphia, PA 19134

BOND AMOUNT: Ten Percent of Gross Amount of Bid (10%)

PROJECT:
(Name, location or address, and Project number, if any)
Project No. 12-003.1 Concrete Floor Repairs at Pier 78 Annex

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 12th day of March, 2012

Kelly Dunn	QUINN CONSTRUCTION, INC. (Seal)
~~(Witness)~~ Attest	(Principal)
	(Title) President
	FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Seal)
(Witness)	(Surety)
	(Title) Christine A. Dunn Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Harry C. ROSENBERG, David C. ROSENBERG, Matthew J. ROSENBERG, David A. JOHNSON, Christine A. DUNN, Denise M. BRUNO, Julia R. BURNET, Kimberly G. RIVELY, Michelle G. HIGGINS and Joyce M. HOFFMAN, all of King of Prussia, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Harry C. ROSENBERG, David C. ROSENBERG, Matthew J. ROSENBERG, David A. JOHNSON, Christine A. DUNN, Sherri L. FEENEY, Julia R. BURNET, Kimberly G. RIVELY, Sharon A. SIMPSON, Joyce M. HOFFMAN, dated July 6, 2009.

FOR ACCURACY OF THIS POWER OF ATTORNEY CALL 1-800-225-6830 FOR ASSISTANCE

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of January, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

FIDELITY AND DEPOSIT COMPANY INCORPORATED 1890 OF MARYLAND

By:

Gerald F. Haley *Assistant Secretary* *Frank E. Martin Jr.* *Vice President*

State of Maryland }
City of Baltimore } ss:

On this 13th day of January, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn *Notary Public*
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 12th day of March, 2012.

Assistant Secretary

3460 N. Delaware Avenue, Philadelphia, PA 19134
(215) 426-2600 • FAX (215) 426-6800

Philadelphia Regional Port Authority

February 24, 2012

To: All Bidders

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

Re: **ADDENDUM NO. 1 to Project #12-003.1**
Concrete Floor Repairs at Pier 78 Annex

This Addendum No. 1 is issued to:

1. Provide the pre-bid sign in sheet.

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
Concrete Floor Repairs at Pier 78 Annex
Project # 12-003.1

Date 3/12/12

By Jack Duke JACK DUKE

Company QUINN CONSTRUCTION

Telephone 610-908-2492

Fax 610-586-8375

MAR 12 2012

Q9. Is the entire area required to be protected with plastic partitions? This will greatly add to the job costs. Demo equipment has vacuum attachments. What specific protection was used on the other flooring project and will be required?

A9. Means and methods for dust protection is the responsibility of the Contractor. All dust and debris must be contained to the disturbance area.

Q10. Power (220V 3p 60 amp) will be required to remove the existing coating on the concrete floor. Will power and an electrician be supplied or are we to supply our own Generator?

A10. 220 V Power is not provided nor is an electrician provided.

Q11. If TWIC security is required for all workers, will the start of project allow time for TWIC processing?

A11. Yes, there are typically 4-6 weeks between the bid opening and the NTP being issued.

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
Concrete Floor Repairs at Pier 78 Annex
Project # 12-003.1

Date 3/12/12

By Jack Duke JACK DUKE

Company QUINN CONSTRUCTION

Telephone 610-908-2492

Fax 610-586-8375

MAR 12 2012

BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL UNION NO. 1 OF PA/DE
2706 BLACK LAKE PLACE ▪ PHILADELPHIA, PA 19154
TELEPHONE (215) 856-9505 ▪ FAX (215) 856-9515

March 15, 2012

Quinn Construction
1017 4th Avenue
Lester, PA 19029

Attn: Albert Adamonis, Controller

RE: Union Agreement – Apprenticeship Programs

Dear Mr. Adamonis:

Please be advised that Quinn Construction, Inc. is a signed contractor to the union agreement with the Bricklayers & Allied Craftworkers Local #1 PA/DE.

Additionally, Local #1 PA/DE has an approved apprenticeship program. Quinn Construction, Inc., as a signatory to our contract, is entitled to participate in the apprenticeship program.

Sincerely,

Dennis J. Pagliotti
President

Commonwealth of Pennsylvania

DEPARTMENT OF LABOR AND INDUSTRY

Certificate of Registration

APPRENTICESHIP STANDARDS

This Certifies That

BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL #1

Located at Philadelphia, Pennsylvania, *has registered an apprentice training program under standards approved by the Pennsylvania Apprenticeship and Training Council and the Federal Committee on Apprenticeship, in the following trade(s)* Bricklayer; Pointers, Caulkers and Cleaners; Tile Setter; Terrazzo Worker; Stone & Marble Masons; Tile Finisher; Terrazzo Finisher; Marble Finisher

Given this 11th *day of* September *19* 97

(DEPARTMENT SEAL)

Secretary, Pennsylvania Apprenticeship and Training Council
Department of Labor and Industry

City of Philadelphia
LIFE • LIBERTY • AND YOU™

City of Philadelphia
Department of Revenue

Keith J. Richardson
Revenue Commissioner
www.phila.gov/revenue

Certificate of Tax Clearance
Vendor/Contractor

QUINN CONSTRUCTION, INC.
ID#: *****1338

Issue Date
3/13/2012

Confirmation Number
EQ00009206

Tax Clearance Valid Through 4/12/2012

This tax compliance certificate is based on the information provided by the taxpayer. The taxpayer is responsible for providing complete and truthful information. Any willfulness to not do so will result in the loss of opportunities within the City of Philadelphia.

EXHIBIT "C"

THE PERFORMANCE BOND

Bond No. PRF08990781

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
QUINN CONSTRUCTION, INC.
1017 4th Avenue
Lester, PA 19029-1813

SURETY:
(Name, legal status and principal place of business)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
600 Red Brook Blvd, 4th Floor
Surety Underwriting
Owings Mills, MD 21117

OWNER:
(Name, legal status and address)
PHILADELPHIA REGIONAL PORT AUTHORITY
3460 N. Delaware Avenue
2nd Floor
Philadelphia, PA 19134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:

Amount: Two Hundred Fifty-Two Thousand Nine Hundred Sixty-Four and 00/100 Dollars ($ 252,964.00)
Description:
(Name and location)
Project 12-003.01; Concrete Floor Repairs at Pier 78 Annex

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: Two Hundred Fifty-Two Thousand Nine Hundred Sixty-Four and 00/100 Dollars ($ 252,964.00)
Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
QUINN CONSTRUCTION, INC.
Signature:
Name and Title: Elizabeth Quinn President

SURETY
Company: *(Corporate Seal)*
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Signature:
Name and Title: Christine A. Dunn Attorney-in-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Rosenberg & Parker, Inc.
455 South Gulph Road
Suite 400
King of Prussia, PA 19406
610.668.9100

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

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 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 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.

§ 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 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 or waived, to perform or otherwise to comply with a material 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.

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

EXHIBIT "D"

THE PAYMENT BOND

Bond No. PRF08990781

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
QUINN CONSTRUCTION, INC.
1017 4th Avenue
Lester, PA 19029-1813

SURETY:
(Name, legal status and principal place of business)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
600 Red Brook Blvd, 4th Floor
Surety Underwriting
Owings Mills, MD 21117

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:
(Name, legal status and address)
PHILADELPHIA REGIONAL PORT AUTHORITY
3460 N. Delaware Avenue
2nd Floor
Philadelphia, PA 19134

CONSTRUCTION CONTRACT
Date:

Amount: Two Hundred Fifty-Two Thousand Nine Hundred Sixty-Four and 00/100 Dollars ($ 252,964.00)
Description:
(Name and location)
Project 12-003.01; Concrete Floor Repairs at Pier 78 Annex

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: Two Hundred Fifty-Two Thousand Nine Hundred Sixty-Four and 00/100 Dollars ($ 252,964.00)
Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
QUINN CONSTRUCTION, INC.
Signature:
Name and Title: Elizabeth Quinn President

SURETY
Company: *(Corporate Seal)*
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Signature:
Name and Title: Christine A. Dunn Attorney-in-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Rosenberg & Parker, Inc.
455 South Gulph Road
Suite 400
King of Prussia, PA 19406
610.668.9100

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

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 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 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 obligation 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 the 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 on 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.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

§ 16.4 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.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 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.

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Harry C. ROSENBERG, David C. ROSENBERG, Matthew J. ROSENBERG, David A. JOHNSON, Christine A. DUNN, Denise M. BRUNO, Julia R. BURNET, Kimberly G. RIVELY, Michelle G. HIGGINS and Joyce M. HOFFMAN, all of King of Prussia, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Harry C. ROSENBERG, David C. ROSENBERG, Matthew J. ROSENBERG, David A. JOHNSON, Christine A. DUNN, Sherri L. FEENEY, Julia R. BURNET, Kimberly G. RIVELY, Sharon A. SIMPSON, Joyce M. HOFFMAN, dated July 6, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of January, A.D. 2011.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

Gerald F. Haley By: Frank E. Martin Jr.

Gerald F. Haley *Assistant Secretary* *Frank E. Martin Jr.* *Vice President*

State of Maryland }
City of Baltimore } ss:

On this 13th day of January, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn *Notary Public*
My Commission Expires: July 14, 2015

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2011

ASSETS

Bonds	$ 167,477,539
Stocks	23,576,974
Cash and Short Term Investments	235,580
Reinsurance Recoverable	12,886,175
Other Accounts Receivable	39,980,988
TOTAL ADMITTED ASSETS	$ 244,157,256

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 127,987
Ceded Reinsurance Premiums Payable		48,215,682
Securities Lending Collateral Liability		1,022,500
TOTAL LIABILITIES		$ 49,366,169
Capital Stock, Paid Up	$ 5,000,000	
Surplus	189,791,087	
Surplus as regards Policyholders		194,791,087
TOTAL		$ 244,157,256

Securities carried at $59,049,993 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2011 market quotations for all bonds and stocks owned, the Company's total admitted assets would be $253,778,028 and surplus as regards policyholders $204,411,859.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2011.

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2012.

Notary Public

OFFICIAL SEAL
DARRYL JOINER
Notary Public - State of Illinois
My Commission Expires May 3, 2014