Philadelphia Regional
Port Authority

Project No. 16-126.1

PIER 84 OUTSHORE REFURBISHMENT

Key Dates:

Mandatory Pre-Bid Meeting: **Thursday, December 1st, 2016 at 10:00 A.M.** at **Pier 84,** 2401 South Columbus Boulevard, Philadelphia, PA 19148. All attendees must wear a safety vest while on-site.

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. Email to procurement@philaport.com.

Questions: Must be in writing and should be sent to the attention of Procurement at e-mail address procurement@philaport.com or fax (215) 426-6800. Questions must be received by **12:00 P.M. Thursday, December 8th, 2016.**

Bid Closing Date: Bids will be received in the office of the Philadelphia Regional Port Authority, 3460 N. Delaware Avenue, 2nd Floor, Philadelphia, PA 19134 until **Tuesday, December 20th, 2016 at 2:00 P.M.,** at which time they shall be opened publicly.

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PART 1

INSTRUCTIONS TO BIDDERS

11/17/2016

INSTRUCTIONS TO BIDDERS

FOR

PHILADELPHIA REGIONAL PORT AUTHORITY

CONTRACTS

(Revised as of November 17, 2016)

FOR USE ONLY WITH INVITATIONS TO BID.

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[Note: Section titles and page numbers will need to be updated.]

FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN THE REJECTION OF THE BID AS NOT RESPONSIVE

Section 1 Work to be Performed:

The work to be performed is described in the Contract Documents for the prime contract or contracts to be awarded on the Project. The Contract Documents may be inspected during regular business hours at the offices of the Authority, 3460 N. Delaware Avenue 2nd Floor Philadelphia, Pennsylvania 19134. During the bidding process, the Contract Documents are available on the Authority's website www.philaport.com and can be accessed under the procurement tab. Presently there is no charge for obtaining a copy from the website. 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 Bidding Documents requested.

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

The Bidding Documents consist of the Notice to Contractors, these Instructions to Bidders, the Bid Form, the Certification Form, Bid Security, submissions related to the Authority's Diversity Inclusion Policy and Plan, the Non-collusion Affidavit, and forms and submittals required by the Specifications to be submitted with the Bid. The Contract Documents are identified in the General Conditions.

Section 2 Familiarity with Proposed Work:

A. The Bidder is responsible for examining the nature and location of the Work for the Project, the conformation of the ground, the soil and rock conditions, and the character, quality and quantity of the materials that will be required. The Bidder shall also examine the proposed Contract, including plans, specifications and all other documents and data pertaining to the Project. After the award of the contract, the Contractor may not submit any claim alleging insufficient data, incorrectly assumed conditions, or misunderstanding with regard to the matters for which no such clarification was sought during the bidding phase of the Project, as described further in the General Conditions of the Construction Contract.

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 (3) (4) & (5) listed above apply to your operations and their interaction with the Port as a result of working on Port Facilities.

C. Any information obtained as a result of the Geotechnical testing ("Geotechnical Information") concerning subsurface materials or conditions was obtained by the Owner for the Engineer's use in designing the Project. This Geotechnical Information is included in the Specifications for the Project or, in the alternative, available to the Bidders upon request written. Bidder acknowledges that he may request Geotechnical Information.

The technical data found in the Geotechnical Information is represented to be accurate by Authority, but the conclusions and inferences that may be found in or inferred from the Geotechnical Information is not warranted and the accuracy or completeness of any such conclusions and inferences is not guaranteed by Authority. The Contractors must assume all responsibility in excavating for this Project and shall not rely on subsurface information obtained from the Authority or Engineer. Bidders shall make their own investigation of existing subsurface conditions.

If Bidder desires to obtain additional information or data to supplement that which exists in the form of Geotechnical Information, Bidder shall make a written request. The Authority will, to the extent reasonably feasible, afford the Bidder the opportunity, at Bidder's own expense, to conduct additional tests and examinations and to make measurements and studies of all kinds; where the Authority cannot grant such rights, it will cooperate with Contractor in endeavoring to secure such rights. The ground and existing structures shall be returned to its original condition as prior to testing. The Authority may require a bond to secure the restoration of the original conditions.

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.

D. The work herein contemplated being public work, the Bidder acknowledges that no mechanics liens may be filed.

Section 3 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 Invitation to Bid, or 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 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 Invitation to Bid, or 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 4 Interpretation of Contract Documents:

A. During the Bidding Phase, every request for interpretation shall be made in writing to the Director of Procurement. All written requests ("Requests for Interpretation") related to the proposed Work or proposed contract documents must be received by the Director of Procurement at the offices of the Authority, **no later than close of business ten (10) calendar days prior to the Bid Opening Date**. Only written Requests for Interpretation received no later than ten (10) calendar days prior to the date fixed for the opening of bids will be considered by the Authority. If a request is received within ten (10) calendar days of the bid opening date, the Authority may, in its sole discretion, answer the request. Requests must be submitted by hand-delivery, courier, regular or expedited mail, or facsimile transmission. Requests sent via email will not be considered "written" requests.

B. BIDDERS ARE PROHIBITED FROM SEEKING ANY ORAL INTERPRETATION REGARDING THE MEANING OF THE CONTRACT DOCUMENTS. ANY CONVERSATION BETWEEN A BIDDER AND THE AUTHORITY OR THE PROFESSIONAL MAY NOT BE RELIED UPON BY ANY BIDDER, ARE NOT BINDING UPON THE AUTHORITY AND SHALL NOT BECOME PART OF THE

CONTRACT DOCUMENTS. ONLY INFORMATION APPEARING IN WRITTEN BULLETINS ISSUED BY THE AUTHORITY OR ITS ENGINEER MAY BE RELIED UPON BY THE BIDDERS.

C. The Authority's response to any Request for Interpretation will be in the form of a written bulletin signed by the Authority. The Authority will post all bulletins to its website at www.philaport.com and it shall be the responsibility of the Bidders to check for updates. All bulletins become a part of the Contract Documents, and all Bidders on any portion of the contract for the Project are bound by all bulletins issued on the project.

D. 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.

E. A Bidder who wants to (i) offer an alternate to the requested bid or; (ii) to include a request for the Engineer to approve an equal, must submit a Request for Interpretation pursuant to Section A. above. The Request for Interpretation must include a complete description of the alternate and must identify the product's deviations from the specifications. For consideration of approved equals, the Request for Interpretation 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 Request for Interpretation, the Professional will determine whether the alternate is acceptable. If the Professional, in its discretion, determines that the alternate is acceptable, the Director of Procurement will issue an addendum to the invitation for bids that revising the specifications. If no addendum is issued revising the specification, a bid offering the alternative will be rejected as non-responsive.

F. 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.

G. The Contractor awarded the Project is required to pay Pennsylvania Sales and Use Taxes and may claim an exemption only for some construction materials. To obtain exemptions for some

of the construction materials, the Contractor must submit an application to the Pennsylvania Department of Revenue.

H. Should the Work require the use of Steel or Steel Products, Bidders shall note that only steel products produced in the United States of America shall be used. Bidders are required to familiarize themselves with the Commonwealth of Pennsylvania's Act No. 1978-P.L.6 - No. 3, The Steel Procurement Act, as it pertains to this requirement.

Section 5 Submission of Bids:

A. All bids shall be submitted on forms prepared by the Authority. All entries on the Bid Certification must be in ink or typewritten, preferably in blue ink to indicate an original writing.

B. All Base Bids will be considered as separate and distinct bids. If a base bid is left blank, the Authority will interpret this to mean the Bidder did not submit a bid on that base bid, but this will not invalidate any remaining base bids. The Bidder may not, however, withdraw a single base bid. If the Bidder wishes to withdraw any base bid, the Bidder must withdraw every base bid. In case of discrepancy between the words and numbers, the written words are the bid price.

Section 6 Bid Requirements:

A. The Bid Form and Signature Page shall be filled out and completed and signed by each Bidder. The signature must be an ORIGINAL and HAND-SCRIPTED signature.

B. Every Bidder must complete and execute (including verification) and submit with the Bid a Non-Collusion Affidavit.

C. All Bids must be sealed, marked, and delivered in accordance with Notice and these Instructions to Bidders. Bids will be opened and read publicly promptly after the deadline for the submittal of bids.

D. The failure to execute or complete a blank on the Bid Form shall cause the Bid to be rejected only if the amount of the base Bid or Bid for an Alternate cannot be determined. The failure of the Bidder to sign the Bid Form shall be conclusively treated as a nonresponsive Bid, and the Bid shall be rejected. The failure to attest to the signature made on behalf of a corporate Bidder or a Bidder which is Limited Liability Company shall not make the Bid nonresponsive.

E. The blanks provided for the entry of sums on the Bid Form shall permit the Bidder to enter its Bid in words, or in numerical figures, or in both words and numerical figures. In case of discrepancy where both words and numerical figures are entered, the numerical figures shall control. No Bid shall be rejected solely by reason of the failure to enter sums in both words and numerical figures provided that a sum is ascertainable. If a sum is ascertainable, the Bid will conclusively be determined to be responsive.

G. All Bids should be regular in every respect and interlineations, additions, excisions or conditions made or included in the completed Bid Form by the Bidder shall be disregarded and the

Bid, if otherwise sufficient shall be accepted. Only in the event that, notwithstanding the disregard of the interlineation, addition, excision or condition, the amount of the base Bid or Bid for an Alternate Bid cannot be determined shall the Bid be rejected.

H. All requested Alternates shall be Bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. Bidders shall not be permitted to refuse to Bid on an Alternate, and the failure to enter a sum with the intention of refusing to Bid the Alternate shall be disregarded. The use of any of the above-identified entries, or the failure to enter an amount in the blank for an Alternate, shall be treated conclusively as a Bid of zero dollars for the work described in the alternate. The failure to indicate whether a sum inserted for an alternate is an "add" or a "deduct" shall be treated conclusively as a deduction to the base Bid. The failure to make an entry for an Alternate shall not cause the Bid thereby to be made nonresponsive.

I. All requested unit prices for which estimated quantities have been provided in the Bid Form shall be Bid. If the unit price work will be performed at no cost to the Owner, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. Bidders shall not be permitted to refuse to Bid on an unit price, and the failure to enter a sum with the intention of refusing to provide with his Bid the cost of the unit price work shall be disregarded. The use of any of these entries, or the failure to enter an amount in the blank for unit price work, shall be treated conclusively as a Bid of zero dollars for that work. The failure to make an entry for a unit price with an estimated quantity shall not cause the Bid thereby to be made nonresponsive. Where an error is made in computing the extension of the per unit price to total price, the per unit price quoted shall govern.

J. All requested Unit Prices for which no estimated quantities are provided in the Bid Form shall also be bid. If the Unit Price Work will be performed at no cost to the Owner, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries, in the space provided. The use of any of these entries, or the failure to enter an amount in the blank for Unit Price Work shall be treated conclusively as a Bid of zero dollars for that Work.

K. The Bidder shall insert the Addenda by numbers in the spaces provided on the Bid Form. The Bidder shall ascertain, prior to submitting a Bid, that the Bidder has received all Bulletins and other Addenda issued. Bidder by the submission of the Bid, acknowledges conclusively that all Addenda properly issued are applicable and operative as a part of the Contract Documents. Failure of any Bidder to receive any Bulletin or Addenda as provided for herein shall not release such Bidder from the obligation of his Bid and the obligation to comply with the provisions of the Addenda. The failure to list one or more of the Addenda numbers on the Bid Form will not make the Bid nonresponsive.

L. The Bidder shall not condition, qualify or otherwise assert a stipulation of any kind in the Bid. Any condition, qualification or stipulation added to the Bid Form shall be disregarded and the Bid accepted as if the condition, qualification or stipulation did not appear. Only in the event that, notwithstanding the disregarding of the condition, qualification or stipulation, the amount of

the base Bid or Bid for an Alternate cannot be determined shall the Bid be rejected.

M. Bids may be submitted by sole proprietors, partnerships, corporations, limited liability companies and forms of business organizations that are for the purposes of the contract a functional equivalent. Each Bidder must complete the Bid Form by entering the information requested, including for example the name of the Bidder, the name of the person signing the Bid, the Bidder's business address with ZIP code.

N. Bids by sole proprietors must be signed by the individual proprietor and witnessed. Any fictitious name or name under which the sole proprietor trades must be stated.

O. Bids by partnerships must furnish the full name of one or more general partners, and must be signed in the partnership name by one or more general partners, followed by a listing of the names of all partners.

P. Bids by corporations must be signed by the president of the corporation, a vice president of the corporation, or another corporate representative whose authority is established by an attached resolution. The signature of the representative must be witnessed and attested to by a secretary, assistant secretary, treasurer, assistant treasurer, or another corporate representative whose authority is established by an attached resolution. The Bid of a corporation does not require the affixing of the corporate seal. Any corporate resolutions attached to the Bid in order to establish the authority of a corporate representative may be dated as of the date of the Bid, or for a period of no more than one year prior thereto.

Q. Bids by a Limited Liability Company or LLC, or equivalent form of business organization, must submit the Operating Agreement or similar documentation, establishing the authority of the representative who executes the Bid and the authority of the representative who attests to the validity of the signature.

R. When requested by the Owner, satisfactory evidence of the authority of the individual signing on behalf of the Bidder or attesting to the signature shall be furnished. The failure to furnish satisfactory evidence of the authority of the individual with three (3) business days, shall be conclusively treated as a deficiency requiring the rejection of the Bid.

Section 7 State of Incorporation:

As a precondition to the acceptance of any Bid tendered by any corporation not incorporated in the Commonwealth of Pennsylvania, or the Bid of any other form of business organization including, but not limited to, a sole proprietorship, a limited partnership or a limited liability company not domiciled in the Commonwealth, the corporation, limited liability company, limited partnership or sole proprietorship shall comply with any applicable Commonwealth requirements related to registration. If the Bidder is incorporated in a state other than Pennsylvania, the Bidder must state whether the corporation is registered to do business in Pennsylvania. If the Bidder operates under an assumed or fictitious name, the Bidder must state whether such name has been registered in Pennsylvania. The administration of these requirements is through the Pennsylvania Department of State, Corporation Bureau, 206 North Office Building, Harrisburg, PA 17120,

telephone (717) 787-1057, facsimile (717) 783-2244.

Section 8 Award to a Foreign Corporation:

No contract will be awarded to a Bidder which is a foreign corporation or which is operating under a fictitious or assumed name unless the Bidder has complied with, or agreed to comply with, the registration requirements under the laws of Pennsylvania.

Section 9 Bid Guaranty:

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 inclusive of alternates** unless a different specific amount is set forth in the Bidding 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 security, the amount of labor, or the quantities of materials or supplies to be furnished, must be consistent and in accordance with the estimated quantities required to perform the work of the Base Bid in the Contract Documents. 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 within thirty (30) calendar days shall return the security provided except for the security submitted by the two apparent lowest responsible Bidders. The security of the two apparent lowest responsible Bidders, except where forfeiture of security is required, will be returned upon the execution of all contract documents by the lowest responsible bidder. In the event the contract is not awarded by the Authority, the bid guaranty of the two apparent lowest responsible Bidders will be returned on or about the sixty (60) days after the date of bid opening, unless the time for awarding the Bid has been extended by the Bidders or by operation of law.

Section 10 Timely Delivery of Bids:

The Bidder must submit its Bid to the Authority prior to the time scheduled for bid opening, regardless of the method of delivery used. Any Bid received after the time set for the bid opening will be rejected and, to the extent practicable, returned to the bidder without being considered by the Authority.

Section 11 Delivery of Bid in Clearly Marked Envelope:

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 Withdrawal or Modification of a Bid Prior to Bid Opening:

A. Complete Withdrawal Before Date or Time. A Bid may be withdrawn by written notice or in person by a Bidder or its authorized representative (if their identity is established by photographic identification and proof of authorization, preferably on Bidder letterhead) and a receipt for the Bid is signed prior to the exact hour and date set for the opening of bids.

B. Modification Before Bid Date or Time of a Bid Already Submitted But Not Opened. If, before the time of the bid opening, a Bidder wishes to modify a Bid already delivered to the Authority, the Bidder or its authorized representative (if their identity is made known through photographic identification and proof of authorization) may request that the Authority return the Bid, but only if the Bidder/representative signs a receipt for the Bid before the exact hour and date set for the opening of bids. The Bidder or their authorized representative may then modify the Bid and resubmit the Bid so long as the modified Bid complies with the requirements set forth in these instructions to Bidders. The Authority will not, under any circumstances, open a Bid before the bid opening date and time.

Section 13 Bid Opening Procedure:

Bids will be opened and read aloud publicly in the presence of one or more witnesses at the time and place designated in the Notice to Bidders. In case of discrepancy between the Bidder's words and numbers, the written words constitute the bid price.

No inspection or photocopies of any Bid will be made at the bid opening. The amount of each bid, together with the name of each Bidder will be recorded. Such recorded information shall be considered unofficial and shall be open to public inspection at the bid opening.

For the purposes of determining the basis of a contract award, in the event of a discrepancy between a unit price and an extended price for a work or line item, the lesser of (i) recalculation of the extended line based upon the unit price; and (ii) value of the extended line as written in the bid, shall govern. In such event, the extended price shall be divided by the estimated quantity for the work or line item to arrive at a recomputed unit price which shall thereafter govern for purposes of payment. In the event the total bid price does not equal the value of the sum of all the extended line prices, the total of the sum of the extended line prices shall govern (including any recomputed prices as set forth above).

The bid tabulation, listing the Bidders and their bid amount, will formally be made available to interested parties within ten (10) days of the opening.

Section 14 Rejection of Bid Proposal:

The Authority reserves the right to reject any or all bids or parts thereof. A bid may be rejected if it shows any omission, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. The Authority reserves the right, however, to waive technical defects or irregularities on bids. The Authority may reject the bid of any bidder failing to meet the requirements of these Instructions to Bidders or any other requirements of bidders set forth in the Contract Documents.

Section 15 Withdrawal of Bids after Bid Opening:

Within two (2) days after the opening of the bids, but before award, a Bidder may request permission to withdraw its bid if it submits a request, in writing, to the Authority. The request must be addressed to the Director of the Procurement, Philadelphia Regional Port Authority, 3460 N. Delaware Avenue, Philadelphia, PA 19134. It may be faxed to the same individual at (215) 426-6800. The request will not be considered received unless it is directed as set out in this section. With the request for withdrawal, the Bidder must submit evidence that the reason for withdrawal is consistent with the requirements of the Bid Withdrawal Act.

Section 16 Experience Questionnaire and Financial Statement Provided On Request:

At the Authority's request, or if specifically required by the Bidding Documents, Bidders shall file an experience questionnaire and financial statement with the Authority on the form provided by the Authority. The questionnaire and statement shall be certified to be true and correct by an affidavit sworn to or affirmed before a Notary Public, or other empowered or administer oaths or affirmations. Falsification of any requested information shall result in a rejection of the Bid as not responsible, forfeiture of the bid bond and/or cancellation of the Contract Award.

Section 17 Refusal To Submit Requested Information:

In the event the Bidder fails, refuses or neglects to submit any requested information within the time stated in any request, or fails to qualify as a responsible Bidder; its bid guaranty may be forfeited to the use of the Authority.

Section 18 Collusive Bids Will Be Rejected:

The Bids of any Bidder or Bidders who engage in collusive bidding will 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 will be considered a collusive Bidder. Submission of collusive bids will result in a Bidder being rejected as not responsible for subsequent projects. Nothing in this Section prevents a Bidder from superseding a Bid by submitting a subsequent Bid, delivered prior to the bid opening, which expressly revokes the previous Bid.

Section 19 Bid Protest Procedure:

The Commonwealth Procurement Code (62 P.C. § 1711.1, as amended) governs the protest procedure, which is summarized below. In the event this general description conflicts with the

statute, the statutory language controls.

A. Who may File: Any Bidder or prospective Bidder who is aggrieved in connection with the bid or the award of a contract resulting from the bid may file a protest.

1. Prospective Bidder is an entity that has not submitted a bid in response to the Notice to Bidders.

2. Bidder is an entity that has submitted a bid in response to the Notice to Bidders.

B. Time Limits.

1. If a protest is filed by a prospective Bidder, a protest must be filed, in writing, with the Executive Director of the Authority **prior** to the bid opening date and time described in the Notice to Bidders.

2. If a protest is filed by a Bidder, the protest must be filed, in writing, with the Executive Director of the Authority within seven (7) days after the protesting Bidder knew or should have known of the facts giving rise to the protest **except** in no event may a protest be filed later than 7 days after the Notice of Award is posted on the PRPA (www.philaport.com) website.

3. Filed – shall be defined as the date upon which the Executive Director of the Authority receives the written protest

4. If the Bidder fails to file a bid protest or files an untimely protest, then they shall be deemed to have waived the right to protest the solicitation or award of the contract in any forum. Untimely protests will be disregarded by the Authority.

C. The Authority may cancel an invitation for bids or may reject all bids at any time prior to the time a contract is executed by all parties when it is in the best interests of the Authority. The Bidder should not submit a protest relating to cancellation of the bid or rejection of all bids.

D. A protest shall state all grounds upon which the protestant asserts the solicitation or award of the contract was improper. The protestant may submit with the protest any documents or information it deems relevant to the protest.

E. The full text of the Bid Protest Procedure can be found at 62 Pa. C.S. § 1711.1 et seq.

Section 20 Bidder Certified Not Under Debarment:

The Bidder must certify that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the Bidder cannot so certify, then the Bidder agrees to submit along with the Bid a written explanation of why such certification cannot be made.

Section 21 Subcontract with Debarred or Suspended Firm:

If the successful Bidder enters into subcontracts or employs any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or the federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extensions or renewals thereof, the Authority shall have the right to require the Contractor to terminate such subcontract or employment.

Section 22 Reimbursement of Costs of Inspector General Investigation:

The Contractor shall reimburse the Authority and any other Commonwealth agency for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Authority which result in the suspension or debarment of the Contractor. Such costs shall include, but not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.

Section 23 Current List of Suspended and Debarred Contractors:

The Bidder may obtain a list of suspended and debarred contractors by referring to the Department of General Services' Construction and Public Works website or by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, Pennsylvania 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

The Bidder may also secure a list of suspended and debarred contractors from the Department of Labor and Industry.

Section 24 Assignment of Antitrust Claims:

The Contractor and the Authority recognize that, in actual economic practice, overcharges by the Contractor's suppliers, resulting from the violations of State or Federal antitrust laws, are, in fact, borne by the Authority. As part of the consideration for the award of this contract, and, intending to be legally bound, the Contractor assigns to the Authority all right, title and interest in, and to,

any claims contractor now has, or may hereafter acquire, under State or Federal antitrust laws relating to the goods or services which are the subject of this contract.

Section 25 Contractor Integrity Provisions:

It is essential that those who seek to contract with the Authority observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Authority and Commonwealth procurement processes.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that governs contracting with the Authority or the Commonwealth.

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Authority, the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.

3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the Public Official and Employees Ethics Act, 65 Pa.C.S. §§ 1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code § 7.151 et seq.; or to breach any other state or federal law or regulation.

4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code § 7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth or Authority ethics policy.

6. Contractor, its affiliates, agents and employees shall not, 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 Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Authority and Commonwealth in writing and the Authority and Commonwealth consent to Contractor's financial interest prior to Authority's execution of the contract. Contractor shall disclose the financial interest to the Authority and Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, not later than Contractor's submission of the contract signed by Contractor.

9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to , or prepared by, Contractor under this contract without the prior written approval of the Authority, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Authority or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

    a. Approved in writing by the Authority prior to its disclosure; or

    b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Authority approval; or

    c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

    d. Necessary for purposes of Contractor's internal assessment and review; or

    e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Authority or Commonwealth; or

    f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or

    g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charges with, or convicted of any of the following and agrees to immediately notify the Authority contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charges with, convicted of, or officially notified of a governmental determination of any of the following:

a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

(1) Obtaining;

(2) Attempting to obtain; or

(3) Performing a pubic contract or subcontract.

Contractor' acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

c. Violation of federal or state antitrust statutes.

d. Violation of any federal or state law regulating campaign contributions.

e. Violation of any federal or state environmental law.

f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.

g. Violation of the Act of June 2, 1915 (P.L. 736, No. 338), known as the Workers' Compensation Act, 77 P.S. § 1 et seq. or the Longshore and Harbor Workers' Compensation Act, 33 U.S.C § 901 to 950.

h. Violation of any federal or state law prohibiting discrimination in employment.

i. Debarment by any agency or department of the federal government or by any other state.

j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Authority may, in its sole discretion, terminate the contract for cause upon such notification or when the Authority otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by Section 1641 of the Pennsylvania Election Code) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar

year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars ($1,000) by any individual during the preceding year; or

b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars ($1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 PA.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Authority and Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Authority contracting officer or Commonwealth Inspector General in writing.

14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make indentified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to tor concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Authority may have under law, statute, regulation, or otherwise.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

    a. "Confidential information: means information that a (is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Authority or Commonwealth.

    b. "Consent" means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing by pre-qualification, bid, proposal or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this contract.

    c. "Contractor" means the individual or entity that has entered into this contract with the Authority, including those directors, officers, partners, managers, and owners having more that a five percent interest in Contractor.

    d. "Financial interest" means:

        (1) Ownership of more than a five percent interest in any business; or

        (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

    e. "Gratuity" means tendering, giving or providing anything of more that nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code § 7.153 (b), shall apply.

    f. "Immediate family" means a spouse and any unemancipated child.

    g. "Non-bid basis" means a contract awarded or executed by the Authority with Contractor without seeking bids or proposals from any other potential bidder or offeror.

h. "Political contribution" means any payment, gift subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

Section 26 Product Discrimination:

A. Reciprocal Limitations Act.

1. Background Requirements of the Act. The Act (62 Pa.C.S. (2006 Supp.) §107) requires the Authority:

i. In the award of contracts, exceeding $10,000, for the erection, construction, alteration, improvement or repair of any building or public work, or the purchase or lease of any goods, supplies, equipment, printing or materials, to give resident Bidders a preference against nonresident Bidder from any state that gives or requires a preference to Bidders from that state. The amount of preference shall be equal to the amount of the preference applied by the state of the nonresident Bidder. A resident Bidder is a person, partnership or corporation or other business entity authorized to transact business within Pennsylvania and having a bona fide establishment for transacting business within Pennsylvania at which it was transacting business on the date when bids for the public contract were first solicited.

ii. In the erection, construction, alteration, improvement or repair of any public building or other public work, and in all purchases of goods, supplies, equipment, printing or materials, not to specify, use or purchase any goods, supplies, equipment, printing or materials which are produced, manufactured, mined, grown or performed in any state that prohibits the specification for use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined, grown or performed in such state.

2. List of Discriminating States.

i. States which apply preference favoring in-state Bidders and the amount of such preference, (that may affect this contract), as found by the Department of General Services:

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%

ii States which prohibit the use of out-of-state goods, supplies, equipment, materials or printing and the prohibition (that may affect this contract), as found by the Department of General Services:

STATE	PREFERENCE
Georgia	Forest Products only
Indiana	Coal
New Jersey	For Bidders for the following items: major household appliances, chain link fence, portable sanitation units, glass, glazier supplies, storage batteries, carpet and cushion, shades, room air conditioning, electrical supplies, plumbing supplies, hardware supplies, fasteners, lumber, building supplies, audio-visual/video equipment, fire extinguishers, fire hose, motor oils, fuel oil, photographic supplies, Venetian blinds, drapes, paper towel dispensers, water hose
New Mexico	Construction

3. Calculation of Preference.

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. Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment, materials and printing shall be reduced by the percentage preference which would be given to another Bidder by the state where the goods, supplies, equipment, materials or printing are produced, manufactured, mined, grown or performed.

B. Trade Practices Act.

It has been the policy of the Commonwealth not to purchase any supplies, equipment or materials manufactured in any foreign country which prohibits the specification for or use of supplies, equipment or materials manufactured in Pennsylvania.

a. Many world trading countries, directly or indirectly by statute, regulation, policy, procedure or practice, grant or bestow a preference for supplies, equipment or materials manufactured in their country, thereby discriminating against the use of supplies, equipment or materials manufactured in the Commonwealth.

b. It is the Policy of the Commonwealth that aluminum steel products made in the United States should be purchased by all public agencies in preference to aluminum and steel products made in foreign countries which discriminate against supplies, equipment or materials manufactured in Pennsylvania.

1. **Definitions**

a. The Word "discriminates" means an act, regulation or policy of a foreign country which, directly or indirectly:

(i) Prevents the importation, sale or use of any supplies, materials or equipment manufactured in this Commonwealth.

(ii) Grants or bestows a preference, discount or other competitive advantage to supplies, materials or equipment manufactured in the foreign country, the effect whereof is to place similar supplies, materials or equipment manufactured in this Commonwealth at a competitive disadvantage;

(iii) Restricts the opportunities for persons having a business situs in this Commonwealth to bid on or compete for government contracts including, but not limited to, a preference for residents of the foreign country;

(iv) Solicits for, awards or negotiates public works contracts on a selective tender basis;

(v) Imposes discriminatory duties, tariffs or border taxed on the importation of supplies, materials or equipment no produced in the foreign country, the effect whereof is to place supplies, materials or equipment manufactured in this Commonwealth at a competitive disadvantage with like goods manufactured in any foreign country; and

(vi) Adopts or condones any other unfair method of competition in international trade including, but not limited to, the exportation of aluminum or steel products made in the foreign country through cartels or the subsidization of said products.

b. The word "person" means natural persons, corporations, partnerships, business units and associations existing under or authorized by the laws of the United States, the laws of any territories or the laws of any state.

c. The words "public agency" mean:

(i) Counties, cities, boroughs, townships, school districts and any other governmental unit or district;

(ii) The General State Authority, the State Public School Building Authority, the State Highway and Bridge Authority and any other authority now in existence or hereafter created or organized by the Commonwealth;

(iii) All municipal or school or other authorities now in existence or hereafter created or organized by any county, city, borough, township or school district or combination thereof; and

(iv) Any and all other public bodies, authorities, officers, agencies or instrumentalities, whether exercising a governmental or proprietary function.

d. The words "public works" mean any structure, building, highway, waterway, street, bridge, pier, transit car or system, airport or other betterment, work or improvement whether of a permanent or temporary nature and whether for governmental or proprietary use contracted for by any public agency or financed in whole or in part by any public agency.

e. The words "aluminum or steel products made in a foreign country" mean aluminum or steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed or processed by a combination of two or more of such operations, from aluminum or steel not made in the United States.

f. The word "importer" means any person registered in the Commonwealth and doing business in the Commonwealth who engages in the receiving, storing, distributing or other processing of aluminum or steel products made in a foreign country; or who engages in the solicitation or acceptance of orders or contracts for the furnishing of or supplying of aluminum or steel products made in a foreign country.

In accordance with the Trade Practices Act (71 P.S. §773.101 *et seq.*) the Contractor shall not use, or permit to be used, in the Work any aluminum or steel products made in a foreign country that discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted for a project. Penalties for a violation of this paragraph may be found in the Trade Practices Act. Penalties include becoming ineligible for award of any public works contracts for a period of three years.

1. **Brazil:** Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet and cold-rolled carbon steel sheet.

2. **Spain:** Certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; certain steel products including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet; hot-rolled carbon steel bars and cold-formed carbon steel bars.

3. **South Korea:** Welded carbon steel pipes and tubes; hot-rolled carbon steel plate and hot-rolled carbon steel sheet and galvanized steel sheet.

4. **Argentina:** Carbon steel wire rod and cold-rolled carbon steel sheet.

C. Steel Products Procurement Act.

In accordance with the Steel Products Procurement Act of March 3, 1978, P.L. 6 as amended (73 P.S. Sections 1881 et seq.), only steel products as defined in the Act shall be used or supplied in the performance of the contract or any subcontracts thereunder.

In the performance of the Contract the Contractor, subcontractors, material men or suppliers shall use only: 1) steel products, rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process; and 2) cast iron products made in the United States.

The Contractor shall certify that all steel and cast iron products to be used or supplied in the performance of the Contract comply with this Act. No payment will be made to the Contractor for steel and cast iron products until such certification has been received.

This section shall not apply in any case where the Executive Director of the Authority, in writing, determines that steel and/or cast iron products as herein described are not produced in the United States in sufficient quantities to meet the Contract needs.

The Authority shall not provide for, or make any payments to any person who has not complied with the Act. Any such payments made by the Authority to anyone that should not have been made as a result of the Act shall be recoverable directly from the Contractor, subcontractor, manufacturer or supplier that did not comply with the Act.

In addition to the withholding of payments, any person who willfully violates any of the provisions of the Act shall be prohibited from submitting any bids to any public agency for a period of five (5) years from the date of the determination that a violation has occurred. In the event the person who violated the provisions of the Act is a subcontractor, manufacturer or supplier, such person shall be prohibited from performing any work or supplying any materials to a public agency for a period of five (5) years from the date of the determination that a violation has occurred.

The Contractor shall include the provisions of the Steel Products Procurement Act in every subcontract and supply contract, so that the provisions of the Act shall be binding upon each subcontractor and supplier.

Where trade names, catalog numbers and manufactures of material or equipment are specified, they are mentioned therein for the purpose of establishing a standard of quality, performance and appearance, and for establishing a standard of competitive bidding. The use of this descriptive information will not relieve the Contractor from compliance with all aspects of the Act.

Section 27 Apprenticeship Training Program Participation

To qualify as a responsive contractor for the purposes of this bid, the contractor must certify that it participates in an approved Apprenticeship Program for each craft or trade it will employ for this project.

For purposes of this bid, an approved Apprenticeship Training Program is one that:

i. is registered with the Pennsylvania Apprenticeship and Training Council or another state or federal entity authorized to establish standards for apprenticeship; and

ii. the program has graduated apprentices to journeyperson status in at least three (3) of the last five (5) calendar years.

Section 28 Diversity Inclusion Policy and Plan

The Authority has adopted a policy on diversity inclusion, set forth in Part X of the Contracting, Procurement, and Leasing Policies and Procedures, revised as of November 2015 (the "Diversity Inclusion Policy" or the "Policy"). In order to implement this Policy, the Authority has further adopted the "Diversity Inclusion Plan (Construction)," appearing here as Exhibit "A". Bidders must comply with the requirements of the Plan to be eligible for the award of the contract.

Section 29 Award of Contract:

If the Authority awards a Contract, it will be made to the lowest responsive, responsible bidder within sixty (60) days from the Bid Opening Date. This 60-day period may be extended by written consent of the lowest responsible Bidder(s) or by operation of law. Notice of Award of Contract will be made by letter mailed to the Contractor and will be effective upon the date mailed. If the lowest Bidder withdraws its bid, declines to extend the bid or refuses the award of contract, the Authority may award the Contract to then next lowest responsive, responsible Bidder or reject all bids and re-bid the Contract. **No contract with the Authority exists until all parties have fully executed the Contract.**

Section 30 Execution of Contract, Bond and Return Of Insurance Certificates:

Within ten (10) days after receipt of the Contract, the successful Bidder, must:

A. Sign and return the Contract to the Philadelphia Regional Port Authority, 3460 N. Delaware Avenue, Philadelphia, PA 19134; and

B. Sign and return payment and performance bonds, on a form acceptable to the Authority executed by a surety company or companies qualified to do business in Pennsylvania:

a. A performance bond at 100 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the PRPA.

The performance bond shall remain in effect for at least twelve (12) months following the date of final acceptance of the Work.

b. A payment bond at 100 percent of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the prime contractor to whom the contract was awarded, or to any of its subcontractors, in the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. ; and

C. Sign and return all insurance certificates required by the General and/or Special Conditions to the Contract.

D. 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.

Section 31 Failure to Execute Contract:

Failure or refusal of the Contractor to properly execute the Contract Documents and/or to furnish the required Bonds and/or to furnish the required insurance certificate within the 10-day time will be viewed as a refusal to accept the Award. In the event any of these documents are not returned or properly submitted, the successful bidder shall be required to pay the Authority the lesser of the following amounts:

A. The amount of the bid guaranty, or

B. The difference between the amounts specified in the bid of the lowest responsible Bidder and such larger amount for which the Authority may enter into a contract with another party to perform the Work covered by said bid.

If the successful Bidder fails or refuses to properly execute the Contract Documents and/or to furnish the required Bonds and/or to furnish the required insurance certificates within the 10-day time, the Authority may award the Contract to the next lowest responsible Bidder, or reject all bids and re-bid the Contract.

Section 32 Proof of Surety's Responsibility on Contract Bond:

The surety company, which is designated by the lowest responsive, responsible Bidder for the faithful performance of the contract and prompt payment of materials, equipment and labor, shall, with its Contract Bond, furnish to the Authority a certificate showing that the amount of the Bond is within the limit of net retention, or evidence that appropriate reinsurance or other security has been obtained in conformance with Section 661 of the Pennsylvania Insurance Company Law of 1921 (40 P.S. § 832).

Section 33 Reinsurance:

If the surety has entered into an agreement for reinsurance under the foregoing paragraph, the bond shall be supported by a duplicate original of the reinsurance agreement. the reinsurance agreement must contain a "direct liability to insured" clause, enabling the Authority to maintain an action against the company reinsured jointly with the reinsurer, and upon recovering judgment against such reinsured, to have recovery against such reinsurer, for payment to the extent to which it is liable under such reinsurance and in discharge thereof.

Section 34 Veteran's Preference: The Authority recommends that contractors give preference in employment on Authority projects to veterans of the Armed Services of the United States of America.

Section 35 Provisions Concerning The Americans With Disabilities Act:

During the term of this contract, the Contractor agrees as follows:

A. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. 35.202 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 this contract or from such activities provided for under this contract. As a condition of accepting and executing this 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 American with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Authority and the Commonwealth of Pennsylvania through contracts with outside contractors.

B. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Authority and the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, and demands, suits, and actions brought by any party against the Authority and or the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph A above.

Section 36 Environmental Statement:

According to the Commonwealth Procurement Code, Act of May 15, 1998, P.L. 358, No. 57, 62 Pa.C.S. §§ 101-4509, all invitations for bids and requests for bids for construction projects issued by any government agency shall set forth any provision of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the projects.

Section 37 Applicable Laws:

The Contractor shall obey all Federal, State, County, and municipal laws and ordinances in any way pertaining to the Work and shall obtain all permits that may be necessary for its performance if required.

The Bidder is hereby specifically notified that this Project is subject to those statutes, rules and regulations shown on the following list and the Work must be carried out in compliance with these statutes, rules and regulations.

STATE LAW (Updated 6/1/07)

I. Purdon's Statutes – Title 3 (Agriculture)

Fertilizer Act, Act of Dec. 13, 2001 (P.L. 876, No. 97§ 6701 et seq.

Soil and Plant Amendment Act, Act of Dec. 13, 2001 (P.L.876, No. 97 §1), 3 Pa.C.S.A. § 6901 et seq.

PA Pesticide Control Act of 1973, Act of March 1, 1974 (P.L. 90, No. 24), as amended, 3 P.S. 111.21 et seq.

Agricultural Liming Materials Act, Act of March 17, 1978 (P.L. 15, No.9), as amended, 3 P.S. 132-1 et seq.

The PA Plant Pest Act of 1992, Act of December 16, 1992 (P.L. 1228, No. 162 § 1), as amended, 3 P.S. 258.1 et seq.

Noxious Weed Control Law, Act of April 7, 1982 (P.L. 228, No. 74), as amended, 3 P.S. 255.1 et seq.

Conservation District Law, Act of May 15, 1945 (P.L. 547 § 1), as amended, 3 P.S. 849 et seq.

(Relating to weather modification), Act of January 19, 1968 (P.L. (1967) 1024, § 1), as amended, 3 P.S. 1101 et seq.

II. Purdon's Statutes – Title 16 (Counties)

(Relating to land use), Act of January 13,1966 (P.L. (1965) 1292, § 1), as amended, 16 P.S. 11941 et seq.

III. Purdon's Statutes – Title 18 (Crimes and Offenses)

The Crimes Code, Act of December 6, 1972 (P.L. 1482, No. 334), as amended, 18 Pa. C.S.A. 101 et seq.

IV. Purdon's Statutes – Title 24 (Education)

Public School Code of 1949, Act of March 10, 1949 (P.L. 30, art VII, § 741), as amended,24 P.S. 7-731 et seq.

V. Purdon's Statutes – Title 30 (Fish)

The Fish and boat Code, Act of October 16, 1980 (P.L. 996, No. 175), as amended, 30 Pa. C.S.A. 101 et seq.

VI. Purdon's Statutes – Title 32 (Forests, Waters and State Parks)

(Relating to water power and water supply permits), Act of June 14, 1923 (P.L. 704, § 1), as amended, 32 P.S. 591 et seq.

Water Well Drillers License Act, Act of May 29, 1956 (P.L. (1955) 1840, § 1), as amended, 32 P.S. 645.1 et seq.

(Relating to Flood Control), Act of August 7, 1936 (P.L. 106, 1st Ex. Sess., No. 46) as amended, 32 P.S. 653 et seq.

Flood Plain Management Act, Act of October 4, 1978 (P.L. 851, No. 166) , as amended 32 P.S. 679.101 et seq.

Storm Water Management Act, Act of October 4, 1978 (P.L. 864, No. 167), as amended, 32 P.S. 680.1 et seq.

Dam Safety and Encroachments Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. 693.1 et seq.

(Relating to Stream Clearance), Act of June 5, 1947 (P.L. 422, § 1), as amended, 32 P.S. 701 et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134 § 1), as amended, 32 P.S. 741 et seq. Repealed in Part. Section 4 of Act 1981, May 1, P.L. 22 No.9, repeals this section to "the extent it required one of the members of the Interstate Commission on the Potomac River Basin to be a member of the Pennsylvania Commission on Interstate Cooperation."

(Relating to Schuylkill River Pollution), Act of June 4, 1945 (P.L. 1383, § 1), as amended, 32 P.S. 751.1 et seq.

(Relating to Delaware River Pollution), Act of April 19, 1945 (P.L. 272, § 1) as amended, 32 P.S. 815.31 et seq.

Delaware River Basin Compact, Act of July 7, 1961 (P.L. 518, §§ 1 to 3), as amended, 32 P.S. 815.101 et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945 (P.L. 103 § 1), as amended, 32 P.S. 816.1 et seq.

Great Lakes Basin Compact, Act of March 22, 1956 (P.L. (1955) 1333, § 1), as amended, 32 P.S. 817.1 et seq.

Brandywine River Valley Compact, Act of September 9, 1959 (P.L. 848, § 1), as amended, 32 P.S. 818 et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967 (P.L. 189, § 1), as amended, 32 P.S. 819.1 et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985 (P.L. 64, No. 25), as amended, 32 P.S. 820.11 et seq.

Relating to Preservation and Acquisition of Land for Open Space uses), Act of January 19, 1968 (P.L. (1967) 992, § 1), as amended, 32 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968 (P.L. (1967) 996, § 2), as amended, 32 P.S. 5101 et seq.

Bluff Recession and Setback Act, Act of May 13, 1980 (P.L. 122, No. 48), as amended, 32 P.S. 5201 et seq.

Wild Resource Conservation Act, Act of June 23, 1982 (P.L. 597, No. 170), as amended, 32 P.S. 5301 et seq.

VII. Purdon's Statutes – Title 34 (Game)

The game and Wildlife Code, Act of July 8, 1986 (P.L. 442, No. 93) as amended, 34 Pa. C.S.A. 101 et seq.

VIII. Purdon's Statutes – Title 35 (Health and Safety)

(Related to public eating and drinking places), Act of May 23, 1945 (P.L. 926, § 1), as amended, 35 P.S. 655.1 et seq. Repealed in Part. Section 6(b) of Act 1994, Dec. 12, P.L. 903, No. 131, repealed this section in so far as it is inconsistent with said act (3 Pa. C.S.A. § 6501 et seq.

The Public Bathing Law, Act of June 23, 1931 (P.L. 899 § 1), as amended, 35 P.s. 672 et seq. (Related to the protection of public water supply), Act of June 22, 1937 (P.L. 1987, art. 1, § 1), as amended, 35 P.S. 691.1 et seq.

PA Safe Drinking Water Act, Act of May 1, 1984 (P.L. 206, No. 43), as amended, 35 P.S. 721.1 et seq.

PA Sewage Facilities Act, Act of January 24, 1966 (P.L. (1965) 1535 § 1), as amended, 35 P.S. 750.1 et seq. Repealed in Part. Section 15 of Act 1990, July 1, P.L. 277, No. 67, repealed this section insofar as it related to fee payments.

PA Solid Waste- Resource Recovery Development Act, Act of July 20, 1974 (P.L. 572, No. 198), as amended, 35 P.S. 755.1 et seq.

(Related to Pollution from abandoned mines), Act of December 15, 1965 (P.L. 1075, § 1), as amended, 35 P.S. 760.1 et seq.

Low Level Radioactive Waste Disposal Act, Act of February 9, 1988 (P.L. 31, No. 12, § 101), as amended, 35 P.S. 7130.101 et seq.

(Related to Camp Regulation), Act of November 10, 1959 (P.L. 1400 § 1), as amended 35 P.S. 3001 et seq.

Air pollution Act, Act of January 8, 1960 (P.L. (1959) 2119, § 1), as amended, 35 P.S. 4001 et seq.

Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. 6018.101 et seq. Repealed in Part. Section 905(b) of Act 1988, Feb. 9, P.L. 31 No. 12, § 101, the Low-Level Radioactive Waste Disposal Act (35 P.S. § 7130.101 et seq.), repealed this section insofar as it is inconsistent with said act.

Radiation Protection Act, Act of July 10, 1984 (P.L. 688, No. 147, § 101), as amended, 35 P.S. 7110.101 et seq. Repealed in Part. Section 17(b) of Act 1992, Dec. 18, P.L. 1638, No. 180, provides that this section is repealed insofar as it is inconsistent with said act.

Worker and Community Right-to-Know Act, Act of October 5, 1984 (P.L. 734, No. 159), as amended, 35 P.S. 7301 et seq.

IX. Purdon's Statutes – Title 36 (Highways and Bridges)

State Highway Law, Act of June 1, 1945(P.L. 1242 art. I, § 101), as amended, 36 P.S. 670-101 et seq. Repealed in Part. Section 4 of Act 1985, July 3, P.L. 159, No. 43 repealed this act insofar as it is inconsistent with said act.

(Related to Junkyards along Highways), Act of July 28, 1966 (P.L. 91, § 1, Sp. Sess.), as amended, 36 P.s. 2719.1 et seq.

Highway Vegetation Control Act, Act of December 20, 1983 (P.L. 293, No. 79), as amended, 36 P.S.2720.1 et seq.

X. Purdon's Statutes – Title 37 Appendix (Historical & Museums)
History Code, Act of May 26, 1988 (P.L. 414, No. 72 § 1), as amended, 37 Ps.C.S.A. 101 et seq.

XI. Purdon's Statutes – Title 43 (Labor)

Related to General Safety), Act of May 18, 1937 (P.L. 654, § 1) as amended, 43 P.S. 25-1 et seq.

Seasonal Farm Labor Act, Act of June 23, 1978 (P.L. 537, No. 93, § 101), as amended, 43 P.S. 1301.101 et seq.

XII. Purdon' s Statutes – Title 52 (Mines and Mining)

The Coal Min Sealing Act of 1947, Act of June 30, 1947 (P.L. 1177, § 1) as amended, 52 P.S. 28.1 et seq.

Coal Refuse Disposal Control Act, Act of September 24, 1968)P.L. 1040, No. 318, § 1), as amended, 52 P.S. 30.51 et seq.

(Related to Coal Land Improvements), Act of July 19, 1965 (P.L. 216, No. 117 § 1), as amended, 52 P.S. 30.101 et seq.

(Related to Mine Fires and Subsidence), Act of April 3, 1968 (P.L. 92, No. 42, § 1), as amended, 52 P.S. 30.201 et seq.

PA Anthracite Coal Mine Act, Act of November 10, 1965 (P.L. 721, No. 346, art. I, § 101), as amended, 52 P.S. 70-101 et seq.

(Related to discharge of coal into streams), Act of June 27, 1913 (PP.L. 640, § 1), as amended, 52 P.S. 631 et seq.

(Related to Caving-in, Collapse, Subsidence), Act of May 27, 1921 (P.L. 1198, § 1), as amended, 52 P.S. 661 et seq.

(Related to Subsidence), Act of September 20, 1961 (P.L. 1538, § 1), as amended, 52 P.S. 672.1 et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 (P.L. 1095, § 2), as amended, 52 P.S. 681.1 et seq. Repealed in Part. Section 16 of Act 1971, Nov. 30, P.L. 554, No. 147, provided that this section repealed insofar as it is inconsistent with Act No. 147.

(Related to control and drainage of water from coal formations), Act of July 7, 1955 (P.L. 258 § 1), as amended, 52 P.S. 682 et seq.

PA Bituminous Coal Mine Act, Act of July 17, 1961 (P.L. 659, art, I, § 101), as amended, 52

P.S. 701-101 et seq.

(Related to Abandoned Mines), Act of May 7, 1935 (P.L. 141 § 1), as amended, 52 P.S. 809 et seq.

(Related to maps and plans of mines), Act of June 15, 1911 (P.L. 954, § 1), as amended, 52 P.S. 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 (P.L. 1198, § 1), as amended, 52 P.S. 1396.1 et seq. Repealed in Part. Section 27 of Act 1984, Dec. 19, P.L. 1093, No. 219, provides that, except as provided in § 3304 of this title, this section "is repealed to the extent that is applies to the surface mining of minerals other than bituminous and anthracite coal."

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966 (P.L. 31, 1st Sp.Sess., § 1), as amended, 52 P.S. 1406.1 et seq.

(Related to cave-in or subsidence of surface above mines), Act of July 2, 1937 (P.L. 2787, § 1), as amended, 52 P.s. 1407 et seq.

(Related to Coal Stripping), Act of June 18, 1941 (P.L. 133 § 1), as amended, 52 P.S. 1471 et seq.

(Related to Coal under State Lands), Act of June 1, 1933 (P.L. 1409, § 1), as amended, 52 P.S. 1501 et seq.

(Related to Mining Safety Zones), Act of December 22, 1959 (P.L. 1994, § 1), as amended, 52 P.S. 3101 et seq.

(Related to Coal Mine Subsidence Insurance Fund), Act of August 23, 1961 (P.L. 1068 § 1), as amended, 52 P.S. 3201 et seq.

Interstate Mining Compact, Act of May 5, 1966 (P.L. 40, Sp. Sess. No. 1, § 1), as amended, 52 P.S. 3251 et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984 (P.L. 1093, No. 219, § 1), as amended, 52 P.S. 3301 et seq.

XIII. Purdon's Statutes – Title 58 (Oil and Gas)

Oil and Gas Conservation Law, Act of July 25, 1961 (P.L. 825, § 1), as amended, 58 P.S. 401 et seq.

PA Used Oil Recycling Act, Act of April 9, 1982 (P.L. 314, No. 89), as amended, 58 P.S. 471 et seq.

Coal and Gas Resource Coordination Act, Act of December 18, 1984 (P.L. 1069, No. 214), as amended, 58 P.S. 501 et seq.

Oil and Gas Act, Act of December 19, 1984 (P.L. 1140, No 223, § 101), as amended, 58 P.S. 601.101 et seq. Repealed in Part. Section 4 of Act 1985, July 11, P.L. 232, No. 57, repealed this act insofar as it is inconsistent with said act.

XIV. Purdon's Statutes Title 63 (Professions and Occupations)

Sewage Treatment Plant and Waterworks Operators' Certification Act, Act of November 18, 1968 (P.L. 1052, No. 322, § 1), as amended, 63 P.S. 1001 et seq.

XV. Purdon's Statutes – Title 64 (Public Lands)

PA Appalachian Trail Act, Act of April 28, 1978 (P.L. 87 No. 41 § 1), as amended, 64 P.S. 801 et seq.

XVI. Purdon's Statutes – Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 (P.L. 177, art. I, § 1), as amended, 71 P.S. 51 et seq.

XVII. Purdon's Statutes – title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 (P.L. 131, Sp. Sess., No.8, § 1), as amended, 72 P.S. 3946.1 et seq.

(Related to Pollution control services), Act of March 4, 1971 (P.L. 6, No. 2 § 602.1, added 1971, Aug. 31, P.L. 362, No. 93 § 6), as amended, 72 P.S. 7602.1 et seq.

Purdon's Statutes – Title 73 (Trade and Commerce)

Infrastructure Development Act, Act of July 11, 1996 (P.L. 677, No. 116 § 1), as amended, 73 P.S. 393.21 et seq.

(Related to Explosives), Act of July 1, 1937 (P.L. 2681, § 1), as amended, 73 P.S. 151 et seq.; Suspended in Part. This section is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. See 71 P.S. § 751-35.

(Related to Explosives), Act of July 10, 1957 (P.L. 685, § 1), as amended, 73 P.S 164 et seq. Suspended in Part. Section 164 is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. See 71 P.S. 751-35.

(Related to Black Powder), Act of May 31, 1974 (P.L. 304, No. 96 § 1) 73 P.S. 169 et seq.

(Related to excavation and demolition), Act of December 10, 1974 (P.L. 852, No. 287, § 1),

as amended, 73 P.S. 176 et seq.

XVIII. Purdon's Statutes – Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976 (P.L. 162 No. 81 § 1), as amended, 75 Ps. C.S.A. 101 et seq.

Snowmobile Law, Act of June 17, 1976 (P.L. 162, No. 81§ 1), as amended, 75 Pa. C.S.A. 7701 et seq.

(Related to hazardous materials transport), Act of June 30, 1984 (P.L. 473, No. 99 § 4), 75 Pa. C.S.A. 8301 et seq.

XX. Purdon's Statutes – Title 77 (Workmen's Compensation)

Worker's Compensation Act, Act of June 2, 1915 (P.L. 736, art. 1, § 101), as amended, 77 P.S. 1 et seq.

PA Occupational Disease Act, Act of June 21, 1939 (P.L. 566, No. 284, § 101), as amended, 77 P.S. 1201 et seq.

XXI. Other Statutes

(Relating to Medical Waste-Manifesting and Transporter Licensing), Act of July 13, 1988 (P.L. 525, No. 93§ 1), 35 P.S. § 6019.1 et seq.

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. 556, No. 101§ 1501), 53 P.S. § 4000.1501.

Hazardous Sites Cleanup Act, Act of October 18, 1988 (P.L. 756, No. 108 § 101), 35 P.S. § 6020.101.

XXII. Pennsylvania Constitution – Article I, Section 27
(Adopted May 18, 1971)

FEDERAL LAW

Acid Precipitation Act of 1980 (42 U.S.C. 8901-8912).

Act to Prevent Pollution from Ships (33 U.S.C. 1901-1915).

Americans with Disabilities Act, (42 U.S.C. 121011-12213 and 42 U.S.C. 225 and 611).

Asbestos Hazard Emergency Response Act of 1986 [see Toxic Substances Control Act secs.

201-214 (15 U.S.C. 2641-2656)

Atomic Energy Act of 1954 (42 U.S.C. 2014, 2021, 2021a, 2022, 2111, 2113, 2114).

Aviation Safety and Noise Abatement Act of 1979 (49 U.S.C. 47501-47510).

Clean Air Act (42 U.S.C. 7401-7642).

Clean Water Act [see Federal Water Pollution Control Act].

Coastal Zone Management Act of 1972 (16 U.S.C. 1451-1466).

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601-9675).

Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11001-11050).

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 791-798).

Environmental Quality Improvement Act of 1970 (42 U.S.C. 4371-4375).

Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136-136y).

Federal land Policy and Management Act of 1976 (43 U.S.C. 1701-1784).

Federal Water Pollution Control Act (33 U.S.C. 1251-1387.

Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. 1101-1164).

Global Climate Protection Act of 1987 (15 U.S.C. 2901 note).

Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. 4611, 4612, 4661, 4662).

Low-level Radioactive Waste Policy Act (42 U.S.C. 2021b-2021d).

Marine Protection, Research, and Sanctuaries Act of 1972 (33 U.S.C. 1401-1445)

National Climate Program Act (15 U.S.C. 2901-2908).

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4370f).

Noise Control Act of 1972 (42 U.S.C. 4901-4918).

Nuclear Waste Policy Act of 1982 (42 U.S.C. 10101-10270).

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. 1801-1866).

Public Health Service Act (42 U.S.C. 300f-300j-11).

Safe Drinking Water Act [see Public Health Services Act secs. 1401-1451 (42 U.S.C. 300f-300j-26).]

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. 2001-2009).

Solid Waste Disposal Act (42 U.S.C. 6901-6991i).

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201-1328).

Toxic Substances Control Act (15 U.S.C. 2601-2692).

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. 7901-7942).

Water Resources Research Act of 1984 (42 U.S.C. 10301-10309).

Section 38 Prevailing Wage

Pennsylvania Prevailing Wage Act 442: All employees performing work on the site under this contract shall be paid at least the applicable prevailing wages for the respective occupation classifications designated, as set forth in the minimum wage schedule attached, for the applicable part of the specification. The Contractor shall post the general prevailing minimum wage rates for each craft and classification involved, as determined by the secretary, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, or at such place or places as are used by them to pay workmen their wages. The Prevailing Minimum Wage Predetermination, if applicable to the project, is a separate section of these Contract Documents, attached hereto and made a part hereof.

1. The general prevailing minimum wage rates including contributions for employees benefits as shall have been determined by the Secretary of Labor and Industry which must be paid to the workman employed in the performance of the Contract are included in this Project Manual.

The Contract shall specifically provide that the Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963, (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

2. The Contract shall contain the stipulation that such workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in this Section.

3. The Contract provisions shall apply to all work performed on the contract by the Contractor

and to all work performed on the contract by all Subcontractors.

4. The Contractor shall insert in each of their subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

5. The Contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary of Labor and Industry. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.

6. The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relations which may be alleged to exist between any Contractor, Subcontractor and workmen, not less than once a week without deduction or rebate, on any account, whether directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the contract, the Act, or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on the public work.

7. The Contract shall provide that the Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary of Labor and Industry, including the effective date of any changes thereof, in a prominent and easily accessible place or places used by them to pay workmen their wages. The posted notices of wage rates must contain the following information:

a. Name of project.

b. Name of public Bid of which it is being constructed.

c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.

e. The statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or Subcontractor are not complying with the Act or these Regulations in any manner whatsoever, they may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workmen paid less than the rate specified in the contract shall have civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

8. The Contract shall provide that the Contractor and all Subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day and the actual hourly rate of wage paid (including employee benefits) to each workman employed by them in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall

be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary of Labor and Industry or his duly authorized representatives.

9. The Contract shall provide that apprentices shall be limited to such members as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

10. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

11. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

12. The Contract shall also provide that each Contractor and each Subcontractor shall file a notarized statement each week and a final statement at the conclusion of the work on the contract with the Owner, under oath, and in form satisfactory to the Secretary of Labor and Industry, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively. Classification of workman used on the certified payroll form shall exactly match the classifications put forth by the Department of Labor and Industry in their prevailing wage determination for the project.

13. The provisions of the Act and these Regulations shall be incorporated by reference in the contract.

39. Non-Discriminating Provision:

A. The Contractor agrees that he will comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities in connection with all work performed by him at the job site pursuant to this contract.

The Contractor, therefore, agrees:

1. The Contractor will not discriminate or permit discrimination by his agents, servants or employees against any employee or applicant for employment with record to hiring, tenure of employment, promotion, terms, conditions or privileges of employment at the job site covered by

this contract, because of race, color, religion, age or national origin, and will take such affirmative action as in hereinafter set forth to prevent same.

2. The Contractor will, in all publications or advertisements for employees to work at the job site covered by this contract, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age or national origin.

3. The Contractor will send to each labor union or representative of the workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Pennsylvania Human Relations Commission, advising the said labor union or workers representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to his employees and applicants for employment.

4. The Contractor shall supply the Owner with a periodic report, called a "Compliance Report", relating to work performed at the job site under this contract as may be required by the Pennsylvania Human Relations Commission. The Commission shall at all times have access to the employment records of said Contractor for purposes of investigation to ascertain compliance with rules, regulations, and orders of the Pennsylvania Human Relations Commission, relating to discrimination.

5. The Contractor shall insert the provisions of subsection c-1, 2, 3 and 4 of the above in all subcontracts which are entered into by the Contractor under this contract requiring work to be done at the job site, as covenants to be binding upon such Subcontractors.

6. Compliance by the Contractor with subsections c-1, 2, 3, 4 and 5, above shall discharge the Contractor from liability hereunder, relating to non-discriminatory provisions of this agreement.

7. The Liability of the Subcontractor: The Subcontractor of the Contractor under subsection c-5 above shall have the same responsibilities and obligations as the Contractor to comply with the provisions of subsections c-1, 2, 3, 4 and 5 thereof, and shall be subject to the applicable penalties for failure to comply as hereinafter set forth in subsection c-8 hereinafter.

8. Penalties for failure to comply: It is hereby agreed that the failure to comply with the foregoing requirements shall constitute a substantial breach of this contract.

B. In the event the Pennsylvania Human Relations Commission, after investigation and hearing, shall determine that the Contractor or Subcontractor, as the case may be, has failed to comply with any of the provisions of subsections c-1, 2, 3, 4, 5 and 6 hereof, the Commission in addition to issuing any order it deems appropriate pursuant to Section 9 of the Pennsylvania Human Relations Act, shall certify such findings to the Owner with a recommendation for termination of the contract or subcontract, as the case may be, or with a recommendation that such Contractor or Subcontractor be declared ineligible for any further public works contracts or subcontracts for a period of not more than two years from the date of such recommendations.

C. Should the Owner adopt the recommendation to direct the Contractor to terminate a subcontract entered into by the Contractor under this contract, written notice of this fact shall be given to the Contractor by registered mail addressed to the Contractor registered office in Pennsylvania, and it shall then be the obligation of the Contractor to terminate such subcontract pursuant to said written notice.

D. Should the Owner adopt the recommendation to declare the Contractor or Subcontractor, as the case may be, ineligible for further public works contracts or subcontracts, written notice of this fact and of the duration of such period of ineligibility shall be given to the Contractor or Subcontractor by registered mail addressed to the Contractor or Subcontractor registered office in Pennsylvania.

E From any order of the Pennsylvania Human Relations Commission, the Contractor or Subcontractor, as the case may be, shall have a right of appeal as in other cases provided by law, and the Owner shall not act upon the recommendation of the Commission specified in subsection 8 above until the Contractor or Subcontractor has exhausted the right-to-appeal provided by law, or the time for such appeal shall have expired.

PART 2

BID FORM

BID FORM

FOR

PIER 84 OUTSHORE REFURBISHMENT

PHILADELPHIA, PENNSYLVANIA

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, Diversity Inclusion Plan Forms, General Conditions, Plans and Specifications, and other Bidding and Contract Documents, 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 five hundred (500) consecutive calendar days, counting from the date of notice to proceed, for the following prices:

BID ITEMS:

ITEM DESCRIPTION	QUANT-ITY	RATE PER UNIT	TOTAL VALUE (in words)	TOTAL VALUE (in Numbers)
ITEM 1 Mobilize; Manage Project; Cleanup; Demobilize	**Lump Sum**	**N/A**		
ITEM 2 Install and maintain floating booms around the work area	**Lump Sum**	**N/A**		
ITEM 3 Install and maintain personnel barriers and signage around work area	**Lump Sum**	**N/A**		
ITEM 4 Temporary interior wall	**Lump Sum**	**N/A**		
ITEM 5 Demolition of existing interior warehouse floor slab/paving	**25,000**	**$_____/SF**		
ITEM 6 Demolition of existing rail pit	**Lump Sum**	**N/A**		
ITEM 7 Excavation of existing fill	**4550**	**$_____/CY**		
ITEM 8 Design, installation and verification load testing of Type "H" micropiles	**1**	**$_____/Each**		
ITEM 9 Design, installation and verification load testing of Type "L" micropiles	**1**	**$_____/Each**		

Item 10 Design, installation and proof load testing of Type "H" micropiles	**15**	**$_____/Each**		
Item 11 Design, installation and proof testing of Type "L" micropiles	**4**	**$_____/Each**		
Item 12 Design and installation of Type "H" micropiles	**295**	**$_____/Each**		
Item 13 Design and installation of Type "H" battered micropiles	**21**	**$_____/Each**		
Item 14 Design and installation of Type "L/H" micropiles	**5**	**$_____/Each**		
Item 15 Design and installation of Type "L" micropiles	**28**	**$_____/Each**		
Item 16 Pour new interior lower slab	**140**	**$_____/CY**		
Item 17 Pour new interior upper slab	**2100**	**$_____/CY**		
Item 18 Demolition of upper slab at outshore apron	**3060**	**$_____/SF**		
Item 19 Perform and submit Wave Equation driveability analyses	**Lump Sum**	**N/A**		
Item 20 Dynamically test 16" diameter pipe plumb pile	**1**	**$_____/Each**		
Item 21 Furnish and install 16" diameter pipe plumb pile	**32**	**$_____/Each**		
Item 22 Install hanger rods and channels in the outshore apron	**Lump Sum**	**N/A**		
Item 23 Pour new outshore apron slab and topping deck	**390**	**$_____/CY**		
Item 24 Furnish and install new guard rail	**200**	**$_____/LF**		

Item 25 Demolition of upper slab at upriver apron	**2220**	**$_____/SF**		
Item 26 Demolition of interior wall at upriver apron	**113**	**$_____/LF**		
Item 27 Demolition of seawall and pedestal at upriver and outshore aprons	**245**	**$_____/CY**		
Item 28 Dynamically test 12.75" diameter pipe plumb pile	**1**	**$_____/Each**		
Item 29 Furnish and install 12.75" diameter pipe plumb piles	**10**	**$_____/Each**		
Item 30 Pour new upriver apron low slab	**75**	**$_____/CY**		
Item 31 Pour new upriver apron interior wall	**50**	**$_____/CY**		
Item 32 Pour new bollard concrete and reinstall bollard on upriver apron	**Lump Sum**	**N/A**		
Item 33 Pour new upriver seawall	**90**	**$_____/CY**		
Item 34 Backfill with No. 57 clean stone	**1100**	**$_____/CY**		
Item 35 Pour new upriver apron upper slab	**106**	**$_____/CY**		
Item 36 Demolition of upriver/outshore corner	**Lump Sum**	**N/A**		
Item 37 Dynamically test 16" diameter pipe Type "U" plumb pile	**1**	**$_____/Each**		
Item 38 Dynamically test 16" diameter pipe batter pile	**1**	**$_____/Each**		
Item 39 Furnish and install 16" diameter pipe Type "U" plumb pile	**11**	**$_____/Each**		

Item 40 Furnish and install 16" diameter pipe batter pile	**3**	**$_____/Each**		
Item 41 Furnish and install new pipe bollard at upriver/outshore corner	**Lump Sum**	**N/A**		
Item 42 Pour new mass concrete at upriver/outshore corner, north apron and outshore apron	**370**	**$_____/CY**		
Item 43 Pour new lower slab at outshore apron	**7**	**$_____/CY**		
Item 44 Pour new upper slab at outshore apron	**12**	**$_____/CY**		
Item 45 Furnish and install bituminous base course	**25,000**	**$_____/SF**		
Item 46 Furnish and install bituminous surface course	**25,000**	**$_____/SF**		

TOTAL BASE BID AMOUNT: Add Items 1 through Item 46 together. **Bids will be evaluated based upon this number.**

$_____ Total Price Written in Words

$_____ Total Price Written in Figures

NOTES:

1. The prices specified above shall be applicable to additional work
2. The quantities of fill listed for excavation are based on an assumed grade elevation of +13.5' inside the warehouse, and +12' outside the warehouse
3. No pile driving will take place between March 15th and July 1st

***UNIT PRICES:**

ITEM DESCRIPTION	UNIT	RATE PER UNIT	Rate per Unit (in words)
ITEM A Additional precast concrete and reinforcement to satisfy dimensional variations in field conditions	**CY**	**$_____/CY**	
ITEM B Unexpected Obstruction Drilling	**Hourly**	**$_____/Hr**	

NOTES:

1. Cost above are to include all labor, materials, equipment, tools, utilities, transportation, moves(including tug), delays due to material procurement, preparation, and execution of work

II. Contractor Responsiveness Section:

A. The Contractor certifies to the best of its knowledge, information and belief that:

i. that the Contractor and its subcontractors required to be disclosed or approved by the Authority, that as of the date of its execution of this Bid, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

ii. that as of the date of its execution of this Bid it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

iii. it possesses all required business, contracting and trade licenses required to perform the work.

iv. it possesses all the technical qualifications and resources, including equipment, personnel and financial resources, to perform the work.

v. 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.

vi. the information provided in connection with this Bid on the Diversity Inclusion Plan Forms is accurate and the mandatory information on form is filled out completely.

vii. 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.

[Signature page to follow; select the page that is appropriate to your form of business organization.]

BID PROPOSAL FORM / SIGNATURE PAGE

//

For Individual Bidder

_____
Name of Bidder (Printed)

_____
Signature of Individual

Trading and doing business

as _____

Business Address _____

_____

Tax Identification Number

_____

*If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

//

For Partnership Bidder

_____
(Name of Partnership)

_____
Name of General Partner (Printed)

By: _____
Signature of General Partner

Witness

_____

Business Address _____

_____

Tax Identification Number

_____

The partners constituting the partnership herein named are:

Partner Address

Partner Address

[Add additional lines for the names and addresses of additional Partners, if there are more than four Partners in the Partnership, by attaching an additional page or pages to this Bid.]

*If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

_____

_____

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

//

For Corporate Bidder

[Name of Contractor]

_____
(Print Name of Corporation)

_____
Attest:

By: _____

Signature of Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or other authorized representative**

Signature of President, Vice President or other authorized representative*

_____
(Print name of representative)

_____
(Print name of representative)

Tax Identification Number

_____

* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.

** If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attests to the signature of the corporate representative, then attach a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of

.

(2) If Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

//

For Limited Liability Company (LLC) Bidder

[Name of Contractor]

_____

(Print Name of Limited Liability Company)

Attest:_____ By: _____

Signature of an authorized representative* Signature of authorized representative**

Tax Identification Number

_____ _____

(Print name of representative

* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations hereafter set forth.

** Check the box which applies to this Bid:

___ The Certificate of Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___ The Certificate of Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

___ This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of _____ (insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement: The LLC has been organized and is existing under laws of the State/Commonwealth of _____.

If the LLC has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement: The LLC

(has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement: The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

PRPA Diversity Inclusive Plan

Exhibit A

- **This is a contractual obligation and not a goal**

Philadelphia Regional
Port Authority

PRPA DIVERSITY AND INCLUSION POLICY

Diversity and Inclusion Policy Minimum Participation Levels

PRPA has established the following minimum participation levels (MPLs) for Disadvantaged Business Enterprises in accordance with a policy on diversity inclusion, set forth in Part X of the Contracting, Procurement, and Leasing Policies and Procedures, revised as of November 2015, the provisions of which are incorporated as though fully set forth herein.

Categories:

- Minority Owned Business Enterprise
- Women Owned Business Enterprise
- Service-Disabled Veteran or Veteran Owned Business Enterprise
- LGBT Owned Business Enterprise

To be credited with minimum participation, the Prime Bidder must provide a minimum of **five percent (5%)** participation in any category selected, **must select at least two (2) categories**, and must have a total participation of **twenty percent (20%).**

A PRIME CONTRACTOR WHO IS CERTIFIED IN ONE OF THE ABOVE MENTIONED CATEGORIES CANNOT APPLY THEIR OWN CERTIFICATION TO THE COMMITTMENT PERCENTAGES.

ACCEPTED CERTIFICATIONS

- Unified Certification Program (UCP) *
  (Every state has its own Unified Certification Program. This links to the Pennsylvania Unified Certification Program.)
- Woman's Business Enterprise National Council (WBENC)
- National Minority Supplier Development Council (NMSDC)
- United States Small Business Administration (SBA) 8(a) Program *
- Vets First Verification Program at vetbiz.gov
- National Gay & Lesbian Chamber of Commerce (NGLCC)

03/16/2016

Exhibit "A"

PHILADELPHIA REGIONAL PORT AUTHORITY

Diversity Inclusion Plan (Construction)

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EXHIBITS

Exhibit 1	DBE Solicitation and Commitment Statement
Exhibit 2	Standard Form of PRPA's Letter to Prime Contractor After Award of Contract
Exhibit 3	Standard Form of Prime Contractor's Letter to Subcontractors After Notice of Award to Prime Contractor
Exhibit 4	Prime Contractor's DBE Monthly Reporting Form Summarizing Payments Made
Exhibit 5	Subcontractor's DBE Monthly Reporting Form Summarizing Payments Received
Exhibit 6	PRPA's Monthly DBE Business Utilization Report

I. POLICY STATEMENT

The Board of the Philadelphia Regional Port Authority, an independent agency of the Commonwealth of Pennsylvania, pursuant to Sections 697.4 and 697.6(c)(5) of the Philadelphia Regional Port Authority Act, has adopted a policy on diversity inclusion, set forth in Part X of the Contracting, Procurement, and Leasing Policies and Procedures, revised as of November 2015 (the "Diversity Inclusion Policy" or the "Policy").

It is the policy of the Philadelphia Regional Port Authority ("PRPA") to promote opportunities for full participation by Minority-owned, Women-owned, Veteran-owned or Service-Disabled-Veteran-owned and LGBT-owned small businesses, hereafter collectively referred to as disadvantaged business enterprises ("DBEs") in all project-related construction contracts to the greatest extent feasible and to do so by insuring that all Prime Contractors do not discriminate in the solicitation, award and administration of construction subcontracts on PRPA's projects.

Further, PRPA's policy is to extend the applicability of the Diversity Inclusion Policy to other professional and non-professional services for which PRPA contracts.

II. DIVERSITY INCLUSION PLAN

A. DBE Requirements

PRPA shall take all necessary and appropriate steps to assure that its Prime Contractors do not discriminate and use DBEs in accordance with this Diversity Inclusion Plan (the "Diversity Inclusion Plan" or the "Plan") for all project-related construction contract awards that exceed the bidding threshold established annually for authorities in Pennsylvania.[1]

III. DEFINITIONS

A. Bidder Responsiveness - Actions taken by a Prime Bidder to seek participation by Subcontractors as defined below who are DBEs, and documented in the bid. Responsiveness includes submission at the time of the bid of the DBE Solicitation and Commitment Statement (similar in content to Exhibit 1), and, if needed, documentation providing an explanation for failure to achieve minimum levels of participation (MPLs). This documentation must demonstrate that the bidder has not engaged in discriminatory practices and may include a description of any barriers or impediments encountered despite the actions taken.

B. Bidder Responsibility – Demonstration of non-discrimination in the selection of Subcontractors. Bidders are presumed to meet these responsibilities if minimum participation levels established for the project on the pertinent subcontract are achieved. Non-discrimination can also be demonstrated by submitting

[1] Although the Plan is termed the "Diversity Inclusion Plan," the intent of the Plan is to achieve both Diversity and Inclusion, as two distinct characteristics, with respect to its construction contracts.

supplemental evidence that failure to achieve the MPLs was not motivated by consideration of race, gender or other impermissible criterion; that DBEs were not treated less favorably than others; and that solicitation and commitment decisions were not based upon policies which disparately affect DBEs.

C. Business Enterprise - Any legal entity that is organized in any form other than as a joint venture (e.g., sole proprietorship, partnership, corporation, etc.) to engage in lawful commercial transactions.

D. Contractor - An entity that contracts with the PRPA to perform work in connection with a construction project.

E. Control - The exclusive, ultimate and sole control of a business including, but not limited to, capital investment and all other financial, property acquisition, contract negotiation, and legal matters, officer-director-employee selection and comprehensive hiring, operating responsibility, cost-control matters, income and dividend matters, financial transactions, and rights of other shareholders or partners. Control shall be real, substantial, and continuing, not merely pro forma. Control shall include the power to direct or cause the direction of the management and policies of the business and to make the day-to-day as well as major decisions in matters of policy, management, and operations. Control shall be exemplified by possession of the requisite knowledge and expertise to operate the particular business. Control shall not be vested in majority or absentee ownership. Control by a DBE defined herein shall not be deemed to exist in any case where any majority owner or employee of the business is disproportionately responsible for the operation of the firm.

F. Disadvantaged Business Enterprise (DBE)

A Business Enterprise that is:

1. an MBE
2. a WBE
3. a Veteran or Service-Disabled Veteran Business Enterprise
4. an LGBT Business Enterprise

G. LGBT Business Enterprise

A Business Enterprise that is:

1. a sole proprietorship, owned and controlled by a LGBT Person; or
2. a partnership or joint venture of Business Enterprises controlled by LGBT Persons in which 51% of the beneficial ownership interest is held by LGBT Persons; or

3. a corporation or other entity controlled by LGBT Persons in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by LGBT Persons.

H. LGBT Person

Persons who identify as lesbian, gay, bisexual, or transgender.

I. Minority Business Enterprise (MBE)

A Business Enterprise that is:

1. a sole proprietorship, owned and controlled by a Minority Person; or

2. a partnership or joint venture of Business Enterprises controlled by Minority Persons in which 51% of the beneficial ownership interest is held by Minority Persons; or

3. a corporation or other entity controlled by Minority Persons in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by Minority Persons.

J. Minority Person

Persons who are citizens of the United States and who are Black Americans, Hispanic Americans, Native Americans, Asian-Indian Americans, or Asian-Pacific Americans.

1. Black (African) Americans - Persons having origins from any of the Black groups of Africa. The term includes persons having origins in any of the original peoples of the Cape Verdes Islands.

2. Hispanic Americans - Persons having their origins from one or more of the Spanish- speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America or the Caribbean Islands.

3. Native Americans - Persons having origins from one or more of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.

4. Asian-Indian – Persons having origins from one or more countries in south Asia, including India and Pakistan.

5. Asian-Pacific Americans - Persons having origins from one or more of the original peoples of the Far East, Southeast Asia or the Pacific Islands, including China, Japan, Korea, Samoa, and the Philippine Islands.

K. Owner – PRPA

L. Prime Bidder and Prime Contractor

For DBE purposes, the term, "Prime Bidder" means a Business Enterprise that submits a bid to PRPA (e.g., general contractors, plumbing contractors). A Prime Contractor is a Prime Bidder that has received an award from PRPA.

M. Service-Disabled Veteran Business Enterprise. A Business Enterprise that is:

1. a sole proprietorship, owned and controlled by a Service-Disabled Veteran; or

2. a partnership or joint venture of Business Enterprises controlled by Service-Disabled Veterans in which 51% of the beneficial ownership interest is held by Service-Disabled Veterans; or

3. a corporation or other entity controlled by Service-Disabled Veterans in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by Service-Disabled Veterans.

N. Service-Disabled Veteran.

Persons who are Veterans and either (1) are "disabled veterans" as defined in 5 USC 2108(2) (i.e. "individuals who have served on active duty in the armed forces, have been separated therefrom under honorable conditions, and have established the present existence of a service-connected disability or are receiving compensation, disability retirement benefits, or pension because of a public statute administered by the Department of Veterans Affairs or military department") or (2) have a disability as defined in the Social Security regulations, 42 USC 423 (i.e. "an inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted, or can be expected to last for a continuous period of not less than 12 months") and have a present determination of a disability by the Social Security Administration or Veterans Administration.

O. Subcontractor. A Business Enterprise that has a contract with a Prime Contractor to supply labor, equipment, materials or supplies for a project as a manufacturer, vendor, supplier or subcontractor.

P. Veteran. Persons who served in honorably in the United States military.

Q. Veteran Business Enterprise.

1. a sole proprietorship, owned and controlled by a Veteran; or

2. a partnership or joint venture of Business Enterprises controlled by Veterans in which 51% of the beneficial ownership interest is held by Veterans; or

3. a corporation or other entity controlled by Veterans in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by Veterans.

R. Women's Business Enterprise (WBE). A Business Enterprise that is:

1. a sole proprietorship, owned and controlled by a Woman; or

2. a partnership or joint venture of Business Enterprises controlled by Women in which 51% of the beneficial ownership interest is held by Women; or

3. a corporation or other entity controlled by Women in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by Women.

S. Women. United States citizens who are of the female gender.

IV. CONTRACTOR COMPLIANCE GENERALLY

A. Minimum Participation Levels (MPLs)

PRPA will establish minimum participation levels (MPLs) for the DBEs on a project-by-project basis. The MPLs will be established for each prime bid to be used solely as a guide in determining Prime Bidder responsibility. MPLs are applied to each bid category. The MPLs will vary based on the market availability of subcontracting opportunities for DBE's, on a project-by-project basis.

PRPA shall endeavor to establish MPLs on the basis of actual market availability that matches the scope of work included in the project and available DBE firms, on a project-by-project basis with separate participation levels for the DBE categories.

B. Bidder's Submissions at Time of Bid

The Prime Bidder shall submit the DBE Solicitation and Commitment Statement (similar in content to Exhibit 1) with its bid, showing efforts made to solicit DBE Subcontractors, and written confirmations of the intent to use the identified Subcontractors if awarded the prime contract. Prime Contractor's DBE Contact/Solicitation and Commitment Statement shall include the names of all companies and individuals contacted or solicited for participation in the project, the type of work, material, supplies or equipment involved in the solicitation, the total dollar amount of each quote received, the time of solicitation, and, where applicable, the total dollar amount of each subcontract that would be awarded.

C. Safe Harbor and Compliance at Time of Bidding

In the absence of evidence to the contrary, compliance with the requirements under this Plan to demonstrate both bidder responsiveness and responsibility is presumed if MPLs are achieved.

If MPLs are not met, the Prime Bidder shall document why it was not feasible to meet the numerical levels by submitting evidence that failure to achieve MPLs was not motivated by consideration of race or gender, or other disadvantaged status; that DBEs were not treated less favorably than others; that solicitation and commitment decisions were not based upon policies which disparately affect DBEs. Justification for not meeting the MPLs may include impediments encountered despite actions taken.

PRPA shall send a letter to each Prime Bidder receiving an award on the project that provides information on compliance with DBE requirements, using the Standard Form of PRPA's Letter to Prime Contractor After Award of Contract (similar in content to Exhibit 2).

The successful Prime Contractor shall, within three days of receipt of PRPA's letter, provide notification to each of the DBE Subcontractors of the award and shall request confirmation of the amount of the subcontract and the source of the Subcontractor's certification, using the Standard Form of Prime Contractor's Letter to Subcontractors After Notice of Award to Prime Contractors (similar in content to Exhibit 3).

D. Compliance Responsibilities – PRPA and Prime Contractor

PRPA has the responsibility to comply with the requirements under this Plan and ensure non-discrimination in the selection of Subcontractors, and in the administration of the project.

Prime Contractor has the responsibility to meet its commitments made during bidding by utilizing each Subcontractor it selected to the full extent of the subcontract value. The failure to meet minimum participation levels at the completion of two projects shall warrant Prime Contractor's disqualification from contracting with PRPA for a period of six months and the imposition of liquidated damages in the amount of 10% of the dollar amount of the shortfall in the commitment to compensate PRPA for the administrative costs of addressing the deficiency and not as a penalty.

E. Prime Contractor's Submissions during Project Administration

Prime Contractor shall submit periodic reports as specified in this Plan and in the Contract Documents. Specifically, Prime Contractor shall submit the Prime Contractor DBE Monthly Reporting Form Summarizing Payments Made (similar in content to Exhibit 4) for each project. Further, Prime Contractor shall require and cause its Subcontractors to submit the Subcontractor's DBE Monthly Reporting Form Summarizing Payments Received (similar in content to Exhibit 5) directly to PRPA. Both forms shall be coordinated temporally or by pay period, meaning that the same periods of time shall be used on both forms when submitted, using the dates of the checks, fund transfers, etc.

V. PROCEDURES – CLAUSES INCLUDED IN BIDDING AND CONTRACT DOCUMENTS

PRPA shall insert the following in the appropriate contract document, establishing requirements applicable to the Prime Bidder:

A. Advertisement / Invitation for Bid (IFB)

All advertisements for IFB will include the following statement:

"The bidder must submit documentary evidence of solicitations from DBEs, which have been contacted and to which commitments have been made. Documentation of contract solicitations and commitments shall be submitted concurrently with the bid."

B. Instructions to Bidders (ITB)

The following statements will be placed in the bid documents, establishing requirements applicable to the Prime Bidder:

1. Participation Level

a. PRPA has established the following minimum participation levels (MPLs) for Disadvantaged Business Enterprises in accordance with a policy on diversity inclusion, set forth in Part X of the Contracting, Procurement, and Leasing Policies and Procedures, revised as of November 2015, the provisions of which are incorporated as though fully set forth herein.

- MBEs ____% of the total dollar amount of the _____ contract
- WBEs ____% of the total dollar amount of the _____ contract
- Veteran or Service-Disabled Veteran Business Enterprise ____% of the total dollar amount of the _____ contract

- LGBT Business Enterprise ____% of the total dollar amount of the _____ contract

To be credited with minimum participation, the Prime Bidder must provide a minimum of ____% participation in any category selected, must select at least two categories, and must have a total participation of ____%.

MPLs are established for this project to be used solely as a threshold in determining Prime Bidder responsibility. Prime Bidders are presumed to meet their responsibilities under the Policy if the dollar commitments to the DBEs reflect these participation levels. A Prime Bidder will not be rejected as non-responsible solely because it fails to reach the MPLs. To determine the participation level that has been reached, a Prime Bidder shall divide the total dollar amount of the commitments for the project by the total dollar amount of the Prime Bidder's contract award.

b. DBE subcontracts will be credited toward the MPLs at 100%. DBE stocking suppliers and manufacturers are credited at 100%. DBE non-stocking suppliers, which are commonly and ordinarily the custom in the industry and a part of the industry's trade practices, 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.

c. A prospective Subcontractor that qualifies in one, two, three or all four categories, will only receive credit toward MPLs as one but not more than one. Prime Bidders must indicate on the DBE Solicitation and Commitment Statement (similar in content to Exhibit 1) how the prospective Subcontractor should be credited.

d. A DBE which is the Prime Bidder on a project with a contract valued at $100,000 or less will receive full MPL credit for its own work effort for services provided. Such a business bidding as Prime Contractor should nonetheless attempt to hire and solicit other, certified DBEs for participation in subcontracts.

e. DBE Subcontractors providing labor must perform at least seventy-five percent (75%) of the cost of the subcontract, not including the cost of materials, with its own employees.

C. General Conditions

PRPA will include following provisions in construction contracts, establishing requirements applicable to Prime Contractor.

1. Reporting Requirements After Award

   a. Prime contractors must provide PRPA directly with the Prime Contractor's Monthly DBE Business Utilization Report (similar in content to Exhibit 4) for each project that is underway and for which payment applications are being submitted. The report shall include the names of and the total dollar amount paid to all DBE Subcontractors utilized under this contract.

   b. Subcontractors must provide Prime Contractor and PRPA with the Subcontractor's Monthly DBE Business Utilization Report for each project (similar in content to Exhibit 5), reflecting Prime Contractors that have purchased their labor, equipment, materials or supplies. The report shall reflect the name of Prime Contractor, the total dollar amount invoiced, and total dollar amount received for payment. The periods of time covered by Prime Contractor's report and that of its Subcontractors shall be coordinated.

2. Joint Ventures and Subcontracting

   a. Joint Venture.

   Project-related contracts that involve a joint venture with a DBE firm must include the following clause:

   If the joint venture relationship identified as the _____ is dissolved,
   Joint Venture Firm Name
   or otherwise discontinued, (_____),
   Name of Replacement Prime Contractor
   Replacement Prime Contractor, as the successor on the contract, shall continue this commitment by entering into contractual agreements with other appropriate firms to perform work on this contract. Replacement Prime Contractor must submit all requests for change orders to PRPA for approval.

   b. Subcontracting.

   Subcontracts with DBE firms must include the following clause:

   If the subcontracting commitment made to the _____
   Name of Subcontractor
   is terminated or materially reduced, _____
   Name of Prime Contractor
   agrees that the termination or material reduction is subject to the approval of PRPA, which approval shall not be withheld unreasonably.

VI. PROCEDURE TO SOLICIT PARTICIPATION

A. DBE Certification

1. Prime Bidders will only be given credit for DBEs that are certified or accepted as certified DBEs by programs approved by, and in accordance with additional requirements set forth by, Board resolution.

2. Under the State 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/she engages in deception relating to DBE certification.

3. To be credited, the certification relied upon must be for the category of labor, equipment, materials or supplies that would be used by Prime Contractor in the proposed subcontract with the Subcontractor. For example, a certification as a masonry contractor does not qualify as a certification to supply electrical equipment.

B. Notification to DBEs

The procedure for Prime Contractor to notify DBEs of contract shall be as follows:

1. Notice of ITBs

The Prime Bidder shall utilize available information regarding certified DBE firms capable of performing in the project's area. PRPA shall provide reasonable assistance to the Prime Bidder. The Prime Bidder shall provide notice of the project to DBE firms so identified and to other qualified DBE firms and shall otherwise provide the same level of communication and interaction with prospective DBE Subcontractors as it would to other companies with which the Prime Bidder routinely contracts.

2. Other Notices - Notices of the DBE subcontracting opportunities will be sent by PRPA to appropriate organizations, such as:

a. local minority churches and civic organizations;

b. appropriate (1) minority business technical assistance organizations and schools, (2) minority, women, veteran, LGBT and small business contractor associations and appropriate trade organizations; and,

c. other business assistance agencies, community organizations, and media organizations such as trade association papers and

newsletters, community television networks, local newsletters, and radio advertising.

3. Plans and Specifications - Plans and specifications and all bidding documents on all projects will be made available to potential Subcontractors, and DBE contractor associations, and trade organizations, through Penn Bid and similar web-based databases, and otherwise as may be appropriate.

4. List of Plan holders - The names of Prime Bidders requesting bid documents will be made available upon request by PRPA to DBE firms which provide labor, equipment, materials or supplies that appropriate to the scope of project work being solicited.

5. Lists of DBE's Businesses - PRPA will provide each Prime Bidder obtaining plans and specifications for a project with any available lists of DBE firms.

VII. PROCEDURE TO EVALUATE BIDS

A. Responsiveness

1. The Prime Bidder must complete and submit the DBE Solicitation and Commitment Statement (similar in content to Exhibit 1) with the bid. Failure to submit a completed form with the bid will result in the bid being rejected as nonresponsive.

2. The Prime Bidder should only solicit DBE Subcontractors whose labor, equipment, materials or supplies are within the scope of work and which the Prime Bidder reasonably believes it could choose to subcontract with or purchase from.

3. Prime Bidders failing to meet the MPLs must submit concurrently with the bid, an explanation of why the MPLs have not been met. This explanation must demonstrate that the Prime Bidder has not engaged in discriminatory practices in the solicitation and utilization of DBEs to perform as Subcontractors on the project. The evidence submitted by the Prime Bidder must demonstrate the following:

   a. indicate whether DBE firms were solicited for each type of work the Prime Bidder expects to subcontract for and for all materials which the Prime Bidder expects to procure and, if not, the reason(s) why no such solicitation was made;

   b. indicate the reason why commitments were not made to DBE firms for a type of subcontract labor, equipment, materials or supplies in any areas where quotes were received from such firms; and

c. in any case where no quotations are received from, nor commitments made to DBE firms, indicate on Exhibit 1 that no quotes were received, and if there is another reason for no commitments being made, the reason for the lack of commitments.

4. If the Prime Bidder fails to submit such evidence, the bid submission shall be considered non-responsive and the bid shall be rejected.

5. Information related to the above shall be submitted on Exhibit 1 with the bid and on such additional materials as the Prime Bidder wishes to attach.

B. Responsibility

1. The submittals of each Prime Bidder are subject to review by PRPA to determine whether the Prime Bidder has discriminated in the selection of Subcontractors.

   Where the MPLs are not met, PRPA will determine whether discrimination has occurred. If, after investigation including a review of Exhibit 1, other materials submitted by the Prime Bidder, and such additional documents and information as PRPA has secured, it is determined that discrimination has occurred, the Prime Bidder shall be deemed to be not responsible and the bid will be rejected.

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

   a. the Prime Bidder whose actions resulted in a limited or no commitment to DBE firms was not motivated by consideration of race or gender;

   b. DBE firms were not treated less favorably than other businesses in the hiring and/or contract solicitation and commitment processes; and

   c. solicitation and commitment decisions were not based upon policies that disparately affect DBE firms.

3. Commitments to DBE firms at the time of bidding must be maintained throughout the project unless a change in commitment is approved in advance by PRPA. Such approval shall not unreasonably be withheld.

C. Access to Information

PRPA may obtain documents and information from any Prime Bidder and any Subcontractor as may be required to ascertain Prime Bidder's contractor responsibility. Failure to provide requested information may result in the Prime Bidder's bid being declared non-responsive, the Prime Bidder being declared not

responsible, or both.

VIII. PROCEDURES – RECORDS AND REPORTS

A. Records and Reports

1. PRPA will send letters to Prime Contractors, confirming DBE contract awards and explaining the monthly reporting requirements (similar in content to Exhibit 2). In addition, the Prime Bidder will send letters to all DBE Subcontractors (copy to PRPA) explaining their monthly reporting requirements (similar in content to Exhibit 3).

2. PRPA shall report periodically on project-related contracting opportunities, solicitations, and commitments, based upon reports received from Prime Contractors, using PRPA's Monthly DBE Business Utilization Report (similar in content to Exhibit 6).

3. PRPA will review all reports received to determine if the commitments made by Prime Contractors in their bids are being met. This review is to be done contemporaneously with the receipt of payment applications, and in any event prior to final payment being made to Prime Contractor.

4. PRPA will keep such records as are necessary to determine compliance with its DBE requirements. These records must be in sufficient detail to indicate the prime contract work performed, and the percentages of project-related work that is being performed by DBEs.

5. Prime Contractor must retain DBE records related to the construction period for a period of four years after final completion of the project. If any litigation, claim, negotiation, audit, or other action has been commenced before the previously mentioned record retention periods, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the previously referenced record retention period, whichever is later.

Exhibit 1

DBE Solicitation and Commitment Statement

Exhibit 1

	DBE SOLICITATION AND COMMITMENT STATEMENT									
OWNER / PRIME BIDDER'S FIRM NAME (1)							PROJECT NAME (2)			
ADDRESS						BID OPENING DATE			CONTRACT AWARD DATE	
TELEPHONE NUMBER							CONTACT PERSON			
*(3)	(4)	(4)	(4)	(4)	(4)	(4)	(5)	(6)	(7)	*(8)
COMPANY NAME EIN/SSN TELEPHONE NUMBER	Date of solicitation	MBE	WBE	Veteran or Service-Disabled Veteran Business Enterprise	LGBT Business Enterprise	Certification Program and Number	Type of work to be Performed and/or Material to be supplied	Total percentage of bid amount	Total Dollar amount Of quote received	Total Commitment Dollar amount
	(8) Note: List those certified DBE Subcontractors from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation to bid. Contact with DBE Subcontractors should be at least equivalent to the notice given to other subcontractor proposers.									
(9) PREPARED BY (please print)							TELEPHONE NUMBER		E-MAIL	

*Use additional sheets, if necessary.

Exhibit 1

DBE SOLICITATION AND COMMITMENT STATEMENT
Instructions and Explanation of Columns

Project owners and all prime bidders will complete this form to document all businesses solicited and all businesses that provided solicited or unsolicited quotes for project-related contracts.

1. Provide your company name, address, telephone number.

2. Provide the project name, project number, bid opening date, contract award date, and a contact person's name.

3. For each business solicited and each quote/bid received, enter the firm name, Employer Identification Number (EIN) or Social Security Number (SSN) for a sole proprietorship, telephone number with area code, and e-mail address. Only the company's name is a mandatory item.

4. Indicate whether or not the firm is an MBE, a WBE, Veteran or Service-Disabled Veteran Business Enterprise, or LGBT Business Enterprise. Place a check mark in only one of the appropriate MBE, WBE, Veteran or Service-Disabled Veteran Business Enterprise or LGBT Business Enterprise, add the identity of the certifying entity and the DBE's certification number.

5. Indicate the type of work to be performed and/or material to be supplied.

6. Enter the total dollar amount of the quote received.

7. Enter the total dollar ($) amount of the commitment which you have made to the MBE, WBE, Veteran or Service-Disabled Veteran Business Enterprise or LGBT Business Enterprise. If no amount is provided in this space, it will be presumed that your firm made no commitment to the MBE, WBE, Veteran or Service-Disabled Veteran Business Enterprise or LGBT Business Enterprise.

8. NOTE: You must include information on both solicited and unsolicited quotes. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid or a determination that you are not a responsible contractor. Adequate time equivalent to that provided to other Subcontractor proposers must be provided for DBE Subcontractors and suppliers to respond to bids.

9. Indicate the name, telephone number and e-mail address of the person(s) who prepared the form.

Exhibit 2

Standard Form of PRPA's Letter to
Prime Contractor After Award of Contract

Exhibit 2

(On PRPA's Letterhead)

(Date)

(Contractor's Name and Address)

Re: (Name of Project, Project Number, Contract Type)

Dear Sir/Madam:

Congratulations on being awarded the above referenced contract. In the bid a binding commitment was made by your firm to the following MBE, WBE, Veteran or Service-Disabled Veteran Business Enterprise or LGBT Business Enterprise – [List Names of DBE firms here].

_____

_____

_____

Please prepare letters and forward to your Subcontractors, using the Standard form of Prime Contractor's Letter to Subcontractors After Notice of Award to Prime Contractors (Exhibit 3).

Please complete the enclosed Prime Contractor's DBE Monthly Business Utilization Report (Exhibit 4) and return it to _____ (Name of PRPA's representative) at _____ (insert address) each month with your payment requisitions. The information requested on this form will, among other things, be used to determine the actual dollar amount paid to DBE Subcontractors to which your firm made commitments during the bidding process.

Also, please provide the enclosed DBE Monthly Reporting Form for Subcontractors Summarizing Payments Received, so that your Subcontractors may submit their monthly reports. Please coordinate with your Subcontractors regarding the submission of forms.

If you have any questions regarding the above, please contact (Name of PRPA's representative) at _____ (insert phone number) or at _____ (insert email address).

Very truly yours,

_____
Signature

_____
Name

_____
Title

Attachments

Exhibit 3

Standard Form of Prime Contractor's
Letter to Subcontractors
After Notice of Award to Prime Contractors

Exhibit 3
(On Prime Contractor's Letterhead)

(Date)

DBE Subcontractor's Name and Address

Re: (Name of Project, Project Number, Contract Type)

Dear _____:

The above referenced contract has been awarded to _____ (Name of Prime Contractor). In the contract, a binding commitment was made to your firm of _____ _____ (dollar amount of commitment).

Please verify the above committed amount with this office within five (5) days after receipt of this letter. If you do not respond we will presume that your firm is in agreement with the committed amount.

In order that we may track this amount accurately, we ask that the attached Subcontractor DBE Monthly Reporting Form Summarizing Payments Received (Exhibit 5) be completed and returned to _____ (Name of Prime Contractor's representative), with a copy to _____ (Name of PRPA's representative) within ten (10) working days at the end of each month and at final project completion, covering checks issued, cash transferred on or after _____ date thru and including _____ date (insert beginning and end of periods.)

Should you have any questions regarding this form, please contact _____ (Name of Prime Contractor's representative) at _____ (insert phone number) or at _____ (insert email address).

Very truly yours,

_____
Signature

_____
Name

_____
Title

Attachment
c: (PRPA's Representative)

Exhibit 4

Prime Contractor's DBE
Monthly Reporting Form
Summarizing Payments Made

EXHIBIT 4

Mandatory S. Submit Monthly

Prime Contractor's Monthly DBE Payment Report

Name of Project_____ Contract No.:_____

Prime Original Contract Value:_____ Report for the Month of:_____

Change Orders (Overall Add/Deduct):_____ Notice to Proceed Date:_____

Total Contract Amount to Date:_____ Project Mgr. Name:_____

Total Payments Issued from _____ to _____ (date) Assigned DBE Goal %:_____

Name of DBE Subcontractor	Work Task Performed	Original Contract Amount ($)	Change Order Amount $ (+/-)	Amount of Invoice Received this Month	Date of Invoice Received in this Month	Payments Made to DBE in this Month ($)	Date(s) Payments Made this Month	Total DBE Payments Made to Date in $	% Overall Work Finished	Final Payment (Y/N)
	Total(s) →	$	$	$	Total(s)	$	Total(s)	$		

Itemize payments/invoices and dates if paid/received more than one payment/invoice between the 1st and 31st of this Month.

Prime Contractor Information:

Prime Firm Name:_____ Project Director Name:_____

Address:_____ Project Director Signature:_____

Telephone No.:_____ Date:_____ EIN # / TIN #_____

Prime's Past Due Invoice Information: List any invoice more than _____ days past due from the date **submitted** to _____at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount ($)	No. of Days Past Due	Comments

Prime Contractor's Monthly DBE Payment Report

1. Have all DBE Subcontractors with executed subcontracts been paid amounts due from previous progress payments?

□ **If Yes**, skip the next section and go to Number 3.

□ **If No**, please complete fields in box below (use additional paper, if necessary)

Subcontractor Name	Amount Withheld from Invoice ($)	Total of Invoice Amount ($)	Invoice No.	Invoice Date	Specific Reason for Withholding

2. Have you notified the DBE Subcontractor(s) that you are withholding payment and the reason(s) why?

□ **If Yes**, provide a copy of written notification to the DBE Subcontractor with this form, indicating the date of notification.
□ **If No**, lack of prior written notification to the DBE(s) that you are withholding payment may violate the prompt payment clause guidelines.
Please contact the DBE immediately, and provide a copy of written notification to the Subcontractor with this form.

3. By signing this form, I certify that all of the above represent true and accurate information.

_____ _____ ____/____/_____
Project Director Name (Print) Project Director (Signature) Date

Additional Reasons/Comments for Withholding Payment:

DO NOT WRITE BELOW

□ Approved

□ Denied

This Form is Due on the _____ of each Month.
Please forward to: _____
_____
_____

Exhibit 5

Subcontractor's DBE Monthly Reporting Form
Summarizing Payments Received

EXHIBIT 5

Mandatory S. COMPLETE & SUBMIT BY DBE ONLY.

SUBCONTRACTOR Monthly Payment Report

Name of DBE Firm:_____

DBE EIN: _____

DBE Address: _____

DBE Telephone No.: _____

Report payments issued from _____(date) to _____(date)

Contract No.: _____

Contract Name: _____

DBE Contract Start Date: _____

Prime Contractor's Information:
Name of Prime: _____ Address: _____ Telephone #: _____

DBE PAYMENT INFO: Itemize payments/invoices and dates if received/submitted more than one payment/invoice between the 1st and 31st of THIS Month.

Work Task Performed	Original Subcontract Amount	Change Order Amount (+/-)	Invoice #'s Submitted in this Month	Dollar Amount of each Invoice Submitted this Month	Date of Invoice(s) Submitted this Month	Total Payments Received by DBE this Month ($)	Date(s) Payments Received In this Month	Total Payments Received by DBE to Date ($)	Total % Work To Date	Final Payment (Y/N)
Total(s) →	$	$	Total(s) →	$	Total(s) →	$	Total(s) →	$		

Is retainage held on your subcontract? **Yes** *or* **No** (circle one) If yes, how much? $_____. Did your final payment include retainage? **Yes** or **No** (circle one)

Past Due Invoice(s) Information: List any invoice more than _____ days past due from date submitted to prime at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount ($)	No. of Days Past Due	Comments

Name: _____Signature: _____Title: _____Date: _____

THIS FORM IS DUE ON THE___ OF EACH MONTH IMMEDIATELY FOLLOWING DBE's SUBCONTRACT START DATE, EVEN IF PAYMENT IS NOT RECEIVED

Please forward to: _____
_____

Exhibit 6

PRPA's Monthly DBE Business Utilization Report

Exhibit 6

PRPA's MONTHLY MBE, WBE, VETERAN OR SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE OR LGBT BUSINESS ENTERPRISE BUSINESS UTILIZATION REPORT

CONTRACTOR NAME, ADDRESS, AND TELEPHONE				PROJECT NAME AND ADDRESS					NO.	
Reporting Period from _____ (date) to _____ (date)		Contractor's EIN No:_____		Covered Area (Municipality/County)			Established MPLs: MBE_____% WBE_____% Veteran or Svc.Disabl. _____% LGBT_____%			
Subcontractor/Supplier Name, Address, Telephone Number	Type of Sub-Contract	MBE	WBE	Veteran or Service-Disabled Veteran Business Enterprise	LGBT Business Enterprise	Award Date	MBE Subcontract Award Amounts	WBE Subcontract Award Amounts	Veteran or Service-Disabled Veteran Business Enterprise Subcontract Award Amounts	LGBT Business Enterprise Subcontract Award Amounts
Totals-All Contracts this Period		$		Totals – This Period:			$	$	$	$
Totals-All Contracts to Date		$		Cumulative Totals to Date:			$	$	$	$
Cumulative Percentage To Date (*Totals of Columns Should Equal 100%*):							%	%	%	%

(1) Contract Codes: C – Construction labor MS – Materials and supplies S - Services (Professional, etc.)

(2) Certification as an MBE
(3) Certification as a WBE
(4) Certification as a Veteran or Service-Disabled Veteran Business Enterprise
(5) Certification as a LGBT Business Enterprise
(6) Substantiation for classification as a DBE

Mail this form to _____monthly throughout construction period as payments are made to contractors.

Signature & Title of Person Preparing Report: Telephone: Date Signed:

_____ _____ _____ Page ___ of ____

PART 3

PREVAILING WAGE RATES

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	Pier 84 Out Shore Refurbishment
Awarding Agency:	PRPA
Contract Award Date:	12/20/2016
Serial Number:	16-06486
Project Classification:	Heavy/Highway
Determination Date:	11/17/2016
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Philadelphia County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 16-06486 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2016		$46.25	$32.89	$79.14
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		$29.52	$18.22	$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		$28.52	$18.22	$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2016		$27.52	$18.22	$45.74
Boilermakers	1/1/2018		$46.26	$33.36	$79.62
Boilermakers	1/1/2017		$44.26	$33.36	$77.62
Boilermakers	1/1/2016		$42.26	$33.36	$75.62
Bricklayer	5/1/2018		$43.79	$26.87	$70.66
Bricklayer	5/1/2019		$46.54	$26.87	$73.41
Bricklayer	5/1/2016		$38.54	$26.87	$65.41
Bricklayer	5/1/2017		$41.04	$26.87	$67.91
Carpenter - Chief of Party (Surveying & Layout)	5/1/2016		$50.77	$26.54	$77.31
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		$53.53	$26.54	$80.07
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		$44.15	$26.54	$70.69
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		$46.55	$26.54	$73.09
Carpenter - Rodman (Surveying & Layout)	5/1/2016		$22.08	$19.26	$41.34
Carpenter - Rodman (Surveying & Layout)	5/1/2017		$23.27	$19.26	$42.53
Carpenters	5/1/2016		$44.90	$25.79	$70.69
Carpenters	5/1/2017		$47.30	$25.79	$73.09
Cement Masons	5/1/2017		$37.00	$31.21	$68.21
Cement Masons	5/1/2016		$35.15	$31.21	$66.36
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2014		$40.55	$30.62	$71.17
DockBuilder/Pile Drivers Divers (Building Heavy & Highway)	5/1/2016		$43.45	$31.82	$75.27
Drapery Installers	5/1/2010		$31.34	$22.24	$53.58
Drywall Finisher	5/1/2016		$37.00	$26.66	$63.66
Electric Lineman	5/30/2016		$54.56	$22.61	$77.17
Electricians	5/3/2016		$54.52	$35.22	$89.74
Electricians-Telecommunications Senior Technician	5/2/2016		$53.02	$22.99	$76.01
Electricians-Telecommunications Tech A (See notes)	5/2/2016		$48.49	$22.12	$70.61
Elevator Constructor	1/1/2016		$52.79	$30.29	$83.08
Floor Layer	5/1/2016		$44.56	$27.06	$71.62
Floor Layer	5/1/2017		$45.96	$27.06	$73.02
Glazier	5/1/2017		$42.18	$30.92	$73.10
Glazier	5/1/2016		$41.28	$29.92	$71.20
Iron Workers	7/1/2016		$45.70	$30.76	$76.46
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2016		$43.38	$28.50	$71.88
Iron Workers - Reinforcing Steel Mesh - Rebar	1/1/2017		$42.88	$29.00	$71.88
Iron Workers (Riggers)	1/1/2017		$39.88	$27.62	$67.50
Iron Workers (Riggers)	7/1/2015		$39.19	$20.25	$59.44
Iron Workers (Riggers)	7/1/2016		$40.38	$27.12	$67.50
Laborers (Class 01 - See notes)	5/1/2016		$28.00	$25.50	$53.50
Laborers (Class 02 - See notes)	5/1/2016		$29.30	$25.35	$54.65

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 16-06486 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 03 - See notes)	5/1/2016		$28.55	$26.00	$54.55
Laborers (Class 04 - See notes)	5/1/2016		$23.15	$26.00	$49.15
Laborers (Class 05 - See notes)	5/1/2016		$29.20	$26.00	$55.20
Laborers (Class 06 - See notes)	5/1/2016		$29.25	$26.00	$55.25
Laborers (Class 07 - See notes)	5/1/2016		$29.10	$26.00	$55.10
Laborers (Class 08 - See notes)	5/1/2016		$28.85	$26.00	$54.85
Laborers (Class 09 - See notes)	5/1/2016		$28.70	$26.00	$54.70
Laborers (Class 10- See notes)	5/1/2016		$28.85	$26.00	$54.85
Laborers (Class 11 -See Notes)	5/1/2016		$28.75	$26.00	$54.75
Laborers (Class 12 -See Notes)	5/1/2016		$30.45	$26.00	$56.45
Laborers (Class 13 -See Notes)	5/1/2016		$32.48	$26.00	$58.48
Laborers (Class 14 -See Notes)	5/1/2016		$28.50	$26.00	$54.50
Landscape Laborer	5/1/2016		$21.61	$22.83	$44.44
Marble Finisher	5/1/2019		$39.75	$24.17	$63.92
Marble Finisher	5/1/2018		$37.55	$24.17	$61.72
Marble Finisher	5/1/2016		$33.55	$24.17	$57.72
Marble Finisher	5/1/2017		$35.55	$24.17	$59.72
Marble Mason	5/1/2019		$45.86	$26.99	$72.85
Marble Mason	5/1/2018		$43.11	$26.99	$70.10
Marble Mason	5/1/2017		$40.36	$26.99	$67.35
Marble Mason	5/1/2016		$37.86	$26.99	$64.85
Millwright	7/1/2016		$39.91	$31.19	$71.10
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2016		$44.09	$26.07	$70.16
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2016		$47.10	$27.95	$75.05
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2016		$43.84	$27.00	$70.84
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2016		$46.84	$27.89	$74.73
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2016		$39.76	$25.79	$65.55
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2016		$39.46	$25.70	$65.16
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2016		$37.74	$25.19	$62.93
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2016		$36.75	$24.90	$61.65
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2016		$52.91	$31.45	$84.36
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2016		$52.61	$31.37	$83.98
Painters Class 1 (see notes)	5/1/2016		$36.80	$25.48	$62.28
Painters Class 2 (see notes)	2/1/2016		$52.10	$25.41	$77.51
Painters Class 3 (see notes)	5/1/2016		$37.18	$25.48	$62.66
Painters Class 3 (see notes)	5/1/2015		$36.41	$24.50	$60.91
Plasterers	5/1/2017		$37.87	$29.83	$67.70
Plasterers	5/1/2016		$37.87	$28.33	$66.20

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 16-06486 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Plumbers	5/1/2016		$49.23	$31.76	$80.99
Pointers, Caulkers, Cleaners	5/1/2018		$45.01	$25.69	$70.70
Pointers, Caulkers, Cleaners	5/1/2019		$47.76	$25.69	$73.45
Pointers, Caulkers, Cleaners	5/1/2016		$39.76	$25.69	$65.45
Pointers, Caulkers, Cleaners	5/1/2017		$42.26	$25.69	$67.95
Roofers (Composition)	5/1/2016		$35.15	$29.19	$64.34
Roofers (Shingle)	5/1/2016		$25.70	$19.17	$44.87
Roofers (Slate & Tile)	5/1/2016		$28.70	$19.17	$47.87
Sheet Metal Workers	11/1/2016		$45.32	$37.36	$82.68
Sheet Metal Workers (Building, Heavy, Highway)	5/1/2016		$45.32	$36.86	$82.18
Sign Makers and Hangars	5/20/2011		$23.70	$17.69	$41.39
Sprinklerfitters	5/1/2016		$52.95	$24.02	$76.97
Steamfitters	5/1/2016		$52.83	$31.49	$84.32
Stone Masons	5/1/2019		$45.86	$26.99	$72.85
Stone Masons	5/1/2018		$43.11	$26.99	$70.10
Stone Masons	5/1/2016		$37.86	$26.99	$64.85
Stone Masons	5/1/2017		$40.36	$26.99	$67.35
Terrazzo Finisher	5/1/2018		$41.31	$22.73	$64.04
Terrazzo Finisher	5/1/2016		$37.06	$22.73	$59.79
Terrazzo Finisher	5/1/2019		$43.61	$22.73	$66.34
Terrazzo Finisher	5/1/2017		$39.06	$22.73	$61.79
Terrazzo Grinder	5/1/2018		$41.58	$22.73	$64.31
Terrazzo Grinder	5/1/2019		$43.88	$22.73	$66.61
Terrazzo Grinder	5/1/2017		$39.33	$22.73	$62.06
Terrazzo Grinder	5/1/2016		$37.33	$22.73	$60.06
Terrazzo Mechanics	5/1/2017		$43.71	$24.81	$68.52
Terrazzo Mechanics	5/1/2018		$46.46	$24.81	$71.27
Terrazzo Mechanics	5/1/2016		$41.21	$24.81	$66.02
Terrazzo Mechanics	5/1/2019		$49.21	$24.81	$74.02
Tile Finisher	5/1/2017		$35.55	$24.17	$59.72
Tile Finisher	5/1/2016		$33.55	$24.17	$57.72
Tile Finisher	5/1/2019		$39.75	$24.17	$63.92
Tile Finisher	5/1/2018		$37.55	$24.17	$61.72
Tile Layers	5/1/2015		$41.90	$22.08	$63.98
Tile Setter	5/1/2016		$41.21	$24.81	$66.02
Tile Setter	5/1/2018		$46.46	$24.81	$71.27
Tile Setter	5/1/2017		$43.71	$24.81	$68.52
Tile Setter	5/1/2019		$49.21	$24.81	$74.02
Truckdriver class 1(see notes)	5/1/2016		$29.85	$17.14	$46.99
Truckdriver class 2 (see notes)	5/1/2016		$29.95	$17.14	$47.09
Truckdriver class 3 (see notes)	5/1/2016		$30.20	$17.14	$47.34

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 16-06486 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2016		$51.92	$26.64	$78.56
Carpenter - Chief of Party (Surveying & Layout)	5/1/2015		$49.23	$25.89	$75.12
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		$43.66	$26.64	$70.30
Carpenter - Instrument Person (Surveying & Layout)	5/1/2015		$42.81	$25.89	$68.70
Carpenter - Rodman (Surveying & Layout)	5/1/2015		$34.25	$20.31	$54.56
Carpenter - Rodman (Surveying & Layout)	5/1/2016		$36.38	$21.63	$58.01
Carpenters	5/1/2016		$43.66	$26.64	$70.30
Carpenters	5/1/2015		$42.81	$25.89	$68.70
Carpenters	5/1/2014		$41.56	$25.59	$67.15
Cement Masons	5/1/2016		$33.35	$30.96	$64.31
Cement Masons	5/1/2014		$32.25	$29.16	$61.41
Cement Masons	5/1/2015		$32.55	$30.26	$62.81
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2015		$44.70	$30.01	$74.71
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)	7/1/2010		$44.70	$26.69	$71.39
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2012		$44.70	$28.14	$72.84
Laborers (Class 01 - See notes)	5/1/2016		$28.55	$25.45	$54.00
Laborers (Class 02 - See notes)	5/1/2016		$28.55	$25.65	$54.20
Laborers (Class 03 - See notes)	5/1/2016		$28.55	$25.65	$54.20
Laborers (Class 04 - See notes)	5/1/2016		$23.15	$25.65	$48.80
Laborers (Class 05 - See notes)	5/1/2016		$29.20	$25.65	$54.85
Laborers (Class 06 - See notes)	5/1/2016		$29.25	$25.65	$54.90
Laborers (Class 07 - See notes)	5/1/2016		$29.10	$25.65	$54.75
Laborers (Class 08 - See notes)	5/1/2016		$28.85	$25.65	$54.50
Laborers (Class 09 - See notes)	5/1/2016		$28.70	$25.65	$54.35
Laborers (Class 10- See notes)	5/1/2016		$28.85	$25.65	$54.50
Laborers (Class 11 -See Notes)	5/1/2016		$28.75	$25.65	$54.40
Laborers (Class 12 -See Notes)	5/1/2016		$30.45	$25.65	$56.10
Laborers (Class 13 -See Notes)	5/1/2016		$32.48	$25.65	$58.13
Laborers (Class 14 -See Notes)	5/1/2016		$28.50	$25.65	$54.15
Laborers Utility (PGW ONLY)	5/1/2015		$28.15	$16.78	$44.93
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2015		$21.12	$16.78	$37.90
Landscape Laborer	5/1/2014		$19.89	$21.45	$41.34
Landscape Laborer	4/1/2016		$21.19	$22.65	$43.84
Landscape Laborer	5/1/2015		$20.29	$22.30	$42.59
Painters (Bridges, Stacks, Towers)	2/1/2016		$52.10	$25.41	$77.51
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2015		$51.08	$30.08	$81.16
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2016		$52.83	$31.18	$84.01
Truckdriver class 1(see notes)	5/1/2016		$29.70	$17.14	$46.84
Truckdriver class 2 (see notes)	5/1/2016		$29.80	$17.14	$46.94
Truckdriver class 3 (see notes)	5/1/2016		$30.05	$17.14	$47.19

GENERAL CONDITIONS

GENERAL CONDITIONS OF

PHILADELPHIA REGIONAL PORT AUTHORITY

CONTRACTS

(Revised as of May 9, 2016)

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GENERAL CONDITIONS OF
PHILADELPHIA REGIONAL PORT AUTHORITY
CONSTRUCTION CONTRACTS

I. Definitions:

A. 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 complete contractual understanding between the Authority and the Contractor.

"Contract Documents" shall mean the documents described in Article VI of the Contract and otherwise identified in these General Conditions.

"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 issuance of the notice to proceed. Subsequently, 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.

B. 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 a 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 sole 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 at the Authority's sole discretion 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.

N. Third-party Actions

1. The Agreement between the Authority and the Contractor and the other Contract Documents, and information supplied to the Contractor in connection with this Project,

including any deficiency, inconsistency or misrepresentation therein, shall not create any cause of action in favor of or against any third party, whether such action may be for breach of contract, breach of warranty, negligence, misrepresentation or other tort, or otherwise including claims against the architect and its consultants, and their employees, officers and representatives.

2. Except when Contractor is required to pursue a claim directly against a Subcontractor as directed elsewhere in the Contract Documents, Contractor agrees that any and all claims, disputes or legal actions filed or pursued by the Contractor in connection with this contract, the contract documents or the project, shall be filed or pursued only against the Authority under the claims procedures set forth in the General Conditions and that no claims or legal actions will be filed or pursued against the Authority's design professionals, administrators, officers, directors, their employees, representatives, or consultants, or their employees or representatives. Contractor agrees that this paragraph shall survive termination of this agreement. Contractor also agrees that this paragraph shall be binding whether or not it claims prior breach of this contract and that this paragraph shall apply to any and all claims including breach of contract, breach of warranty, negligence, misrepresentation or other tort, or otherwise.

O. If any portion of the Contract Documents shall be in conflict with any other portion after the application of the rules of interpretation set forth elsewhere in these General Conditions, the various documents comprising the Contract Documents shall govern in this order and sequence, with the document listed first controlling over the document listed thereafter:

a. Amendments and other Modifications issued subsequent to the execution of this Agreement
b. Agreement between the Authority and the Contractor
c. Addenda issued prior to execution of the Contract
d. General Conditions, as amended and modified
e. Notice or Notices to Proceed
f. General or Special Requirements
g. Drawings and Specifications
h. Instructions to Bidders
i. Performance and Payment Bonds
j. Other documents referenced in the Contract Documents or attached to another Contract Document and not specifically excluded as a Contract Document

Where two documents are of equal precedence, the document with the later date of execution shall control.

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 and Subcontractors with substantial minority representation among their employees. The Contractor shall comply with its obligations under the Diversity Inclusion Plan, including specifically the periodic submittal of forms and reports.

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. The Contractor is required to pay Pennsylvania Sales and Use Taxes and may claim an exemption only for some construction materials. The Contractor shall pay all Federal Excise Taxes if due.

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 See 62 Pa.C.S.A. § 1721 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.

ATTACHMENTS

(Attached electronically)