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00100

INSTRUCTIONS TO BIDDERS

PART 1: GENERAL

1.1 BASIC INFORMATION

A. The following is a list of basic bidding information for the convenience of Bidders. If discrepancies between information contained in this section and other Bidding Documents are uncovered, the requirements of the other Bidding Documents shall govern.

1. Project Title: On-Call Fence Repair Contract
2. Project Location: Various Sites, primarily 1631 S. 49th Street Philadelphia
4. Bid Proposals must be received prior to: 4:00 pm, November 18, 2026
5. Excess excavated material, including excavated soil and asphalt, becomes the property of the Contractor. The excess excavated material may be reused by the Contractor on the site of the project if it meets the engineering specifications for its intended reuse and if it meets the requirements of the Management of Fill Policy set forth by the Pennsylvania Department of Environmental Protection. (PADEP Document Number 258-2182-773(August 7, 2010)) If the excess excavated material cannot be reused on the site of the project, then the Contractor must remove the excess material from the Philadelphia Navy Yard unless prior written approval has been provided by PIDC. In all situations, the Contractor must comply with all applicable federal, state, and local regulations regarding the handling, use and disposal of excavated materials.
6. Bid Proposals and bid prices shall be valid for 60 calendar days after bid opening unless otherwise mutually extended by CBRE and lowest responsive, responsible Bidder.
7. Access to the site for inspection by the Bidders will be part of the pre-bid conference scheduled on the cover.
8. The City of Philadelphia utilizes the “District Measurement System”. 100 feet measured by the DMS equals 103 standard feet.
9. Additional site visits may be scheduled through

   Contact: Joe Goldschmidt

   Phone: 215-218-9754

1.2 DEFINITIONS

A. Refer to all Sections.

1.3 BIDDER'S REPRESENTATIONS

A. Each Bidder by submitting a Bid Proposal represents that:

1. The Bidder has read and understands the Bidding Documents and the Bid Proposal is made in accordance therewith.

2. The Bidder has visited the site, and is familiar with the local conditions under which the Work is to be performed and has correlated site observations with the requirements of the proposed Contract Documents.

3. Bid Proposal is based upon the materials, systems and equipment required by the Bidding Documents without exception.

B. The PAID/PIDC assumes no responsibility for any representation made by any of its officers, agents, or employees concerning the nature of the Work or the general and local conditions unless such representation is included in the Bidding or Contract Documents or Addenda.

C. Contract Bid Submittals

In addition, the Contractor shall be required with his bid to furnish the following items:

1) **Past Performance History**: A listing of projects similar in scope and contract value. Please limit to 10 similar projects.

2) **Licenses and certifications**: All company licenses and certifications pertaining to this type of work.

3) **Resumes of Key Personnel**: Copy of resumes and certifications for those individuals who will be directly involved in performing this project. i.e. Program Manager, Project Manger(s) and Supervisor(s). Worker certifications will be collected prior to any work being performed at this site.

4) **References**: At least 3 references of individuals, companies, clients that you have done this type of work for before and dollar value. Please provide their Name, Title, Company Name, Phone number to be reached at and what project(s) you have done for or with them.

5) **Plan of Action**: A general Plan of Action should be submitted with your bid, outlining how you are going to remove and dispose of the items listed in this proposal. A listing of products and materials should also be supplied. List those individuals that will be involved in the project, i.e. supervisor, main workers, sub-Contractors, etc. Excessive detail does not need to be provided and is not recommended, but should provide a good understanding on how you will complete this project within the amount of time provided.

6) **Listing of Subcontractors**: List all Subcontractors you will be using or plan to use for this project. Also list a contact name and work history with this Contractor.

1.4 BIDDING DOCUMENTS

A. **Bid Documents consist of all information contained herein.**

B. Only complete sets of Bidding Documents are available. No individual pages or partial sets will be issued. Errors or misinterpretations in the Bid Proposal

resulting from the use of incomplete sets of Bidding Documents will not give cause to adjust the Contract.

1.5 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

A. Bidders shall promptly notify the Project Coordinator of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to Monica Trudeau (mtrudeau@pidcphila.com) no later than 4:00 pm, November 6, 2026. Clarifications or interpretations received after that time shall either be addressed in an Addendum which will also include an extension of the deadline for submission of Bid Proposals, or at the sole discretion of PIDC, no additional information will be issued and the Bidders shall comply with the Bidding Documents as they exist.

D. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

E. Pipe and material quantities listed on the project drawings are approximate and the Contractor is required to perform a site inspection and include in its Bid Proposal all piping and materials to complete the work.

1.6 SUBSTITUTIONS

Requests for substitutions shall be as per Article 1.5 above.

1.7 ADDENDA

A. Addenda may be issued and, if so, will be posted to www.pidcphila.com/contracts .

B. No Addenda will be issued later than 4:00 pm, November 10, 2026, except an Addendum withdrawing the request for Bid Proposals or one which includes postponement of the deadline for receipt of Bid Proposals.

C. Each Bidder shall ascertain with the Bid Proposal that Bidder has received all Addenda issued, and shall acknowledge their receipt in the Bid Proposal.

1.8 BIDDER'S QUALIFICATIONS

A. Each Bidder must submit a completed "Questionnaire and Financial Statement for Qualifying Bidders" with its proposal.

B. Each Bidder must demonstrate to the satisfaction of the PAID/PIDC that it is responsible, capable of performing the work under the Contract, and has successfully completed contracts equivalent in scope and nature, and comparable in magnitude. Bidder must further demonstrate that it has the necessary financial resources, equipment, and workforce to perform the work under the Contract in a proper and satisfactory manner, in accordance with the Contract, and within the time specified.

C. The PAID/PIDC reserve the right to conduct a further investigation into a Bidder's qualifications and responsibility.

D. The PAID/PIDC's determination of a Bidder's responsibility shall be vested in the sound discretion of the PAID/PIDC.

1.9 BIDDING PROCEDURES

A. Form and Style of Bid Proposals

1. Submit Bid Proposals on forms provided with the Invitation to Bid.
2. Fill in blanks on the Proposal form by typewriter or otherwise hand-printed in ink.
3. Where so indicated by the makeup of the Proposal form, express sums in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
4. The signer of the Bid Proposal must initial any interlineation, alteration or erasure.
5. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
6. The Bid Proposal shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. The Bid Proposal shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid Proposal by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid Proposal submitted by an agent shall have a current power-of-attorney attached certifying the agent's authority to bind the Bidder.
7. Bidder must complete and execute the Execution of Contract form (Exhibit G).

B. Bid Security

1. Bid Proposal shall include a Bid Bond on the Bid Bond form included in the Bidding Documents.
2. Bid Bond shall be in the amount of 10% of the total Bid Price.

C. Submission of Bid Proposals

1. The Bid Proposal, bid security, Execution of Contract form (Exhibit G), and other required documents shall be submitted electronically, return receipt requested.
2. The Bidder shall assume full responsibility for timely delivery at the location designated for submission of Bid Proposals.
3. A Bid Proposal which does not comply with the requirements of subparagraph 1.9(A) above shall be rejected.

D. Modification or Withdrawal of Bid Proposal

1. A Bid Proposal may not be modified, withdrawn or canceled by the Bidder after the time and date designated for the receipt of Bid Proposals except per the provisions of 72 P.S. §§ 1602, 1603 and 1604.

2. Prior to the time and date designated for receipt of Bid Proposals, any Bid Proposal submitted may be modified or withdrawn by notice to the party receiving Bid Proposals at the place designated for submission of Bid Proposals. Such notice shall be in writing on company letterhead under the signature of the Bidder.

3. Withdrawn Bid Proposals may be resubmitted up to the time designated for the receipt of Bid Proposals provided that they are then fully in conformance with these Instructions to Bidders.

4. Bid security shall be in an amount sufficient for the Bid Price as modified or resubmitted.

1.10 CONSIDERATION OF BIDS

A. Opening of Bid Proposals: Only properly identified Bid Proposals received on time will be opened. All other bids will be returned to the Bidder.

B. Rejection of Bid Proposals:

1. Any Bid Proposal which is incomplete, obscure, conditional, unbalanced, which contains additions not called for, or irregularities of any kind, including alterations or erasures, or which fails to conform in any respect to the Bidding Documents shall be deemed to be non-responsive and shall be rejected, except where the PAID/PIDC, in their sole discretion, determine that the irregularity or non-responsiveness is not material or that a waiver of the irregularity or non-responsiveness is otherwise permitted by the Bidding Documents or by law. The PAID/PIDC reserve the right to waive such irregularities or non-responsive matters in a Bid Proposal.

2. The determination by the PAID/PIDC of non-responsiveness shall be final and any Bid Proposal rejected as non-responsive shall not be eligible for Contract award.

1.11 NOTICE OF CONRACT AWARD AND CONTRACT DOCUMENTS

A. Notice of Contract Award

1. It is the intent of the PAID/PIDC to issue a Notice of Contract Award to the lowest responsive, responsible Bidder.

2. A Notice of Contract Award shall not become a contract binding upon the PAID/PIDC until after all of the pre-conditions and requirements identified in the Notice of Contract Award have been satisfied, including the execution of all required contract forms by the Bidder and PAID, the posting of all necessary and proper bonds, submission of proof of all required insurance coverages, satisfaction of all insurance requirements, and approval of the Contract by the Board of Directors of PAID and approval of the Contract as to form by counsel for PAID.

3. The PAID/PIDC may, in their sole discretion, cancel any Notice of Contract Award if any of the above conditions are not satisfied, or if they, in their sole discretion, determine that cancellation of the contract award to be in the best interests of the PAID/PIDC.

4. In the event of a cancellation of a contract award, the successful Bidder agrees and acknowledges that it shall have no claim against the PAID/PIDC, including any claim for breach of contract or breach of any other legal duty, or for lost profits, costs, damages, or expenses of any kind.

B. Upon execution of the Contract by PAID, the Contract will consist of the Contract, the Invitation to Bid and associated Bidding Documents, the PAID General Conditions for Construction Contracts, the Plans, the Construction Specifications, and all other contract documents as otherwise defined in Article 1 of the General Conditions.

1.12 INSURANCE REQUIREMENTS

A. The successful Bidder will not be permitted to start any Work under the Contract until all insurance requirements are submitted per the General Conditions for Construction Contracts and other requirements of the Bidding Documents. **PAID, PIDC, and CBRE must be named as "Endorsed Additional Insured Without Restriction" on the General Liability Insurance Policy.**

B. The Bidder's satisfaction of the insurance requirements specified in the Invitation to Bid shall be a pre-condition to execution of the Contract by PAID/PIDC and shall be a part of and a continuing requirement under the Contract.

C. The total required limit can be met with any combination of primary and umbrella limits.

1.13 PRE-BID INFORMATION

A. To the best of the knowledge, information, and belief of PAID/PIDC, the Pre-bid information regarding the Project is correct and current at the time it is issued, and is offered to obtain Bid Proposals.

C. The pre-bid information cannot be guaranteed to remain correct in every detail throughout the time preceding the signing of the Contract due to such variables as changes in budget, labor and material markets and anticipated date of issuing the Notice to Proceed.

1.14 INFORMATION AVAILABLE TO BIDDERS

A. Site Visit

1. Bidders shall make themselves familiar with all readily observable features of the Project Site.

2. Bidder shall not rely solely on Contract Drawings or Record Drawings.

3. Uncovered conditions differing substantially from those indicated on Record Drawings and not observable during the pre-bid visit will be considered for modification to the Contract.

B. Test Borings/Subsurface Information

1. Where test borings, test piles, and existing underground and above-ground structure locations are reported on, or included with, the Plans

or Construction Specifications, or where they are provided as separate Plans or Construction Specifications, they are for the information of PAID/PIDC only and are not provided to Bidders to show the conditions to be encountered by the Bidder; the correctness, accuracy, or interpretation of the information is not guaranteed or warranted in any fashion by PAID/PIDC; and in no event is any boring or underground or above-ground structure information to be considered as a part of the Contract, notwithstanding any provision to the contrary that may appear in the Construction Specifications.

2. If a Bidder uses any of this information in preparing its Bid Proposal, Bidder shall assume any and all risks resulting from conditions that differ from the conditions or approximation shown from such information.

-END-

SECTION 00310

BID FORM

BID PROPOSAL FOR:

(Name of Project) _____

Name of Company _____
Address _____
_____

This is a complete Bid and shall not be separated. If any sheet or sheets are detached when submitted as a Bid, the Owner reserves the right to reject the Bid.

The undersigned proposes to provide all labor, services, materials, equipment and incidentals required to perform and complete the work as described in the project plans and specification and in strict accordance with all applicable federal, state and local regulations.

Projects will be awarded to the lowest responsive responsible bidder.

1.	500	L.F.	Reinstall 8 ft. high galvanized chain link fencing, as escribed in the project manual.	$_____/L.F.	$_____
2.	8	Units	Mobilization/Demobilization	$_____/Unit	$_____

TOTAL BID $_____
The undersigned acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

SIGNING OF BIDS

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

This _____day of _____ 20

_____

Signature of Owner or Partner

_____

Business Name of Bidder – Typed or Printed Name and Title

_____

Address, including Zip Code Telephone Number

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

This _____day of _____ 20

Corporate Seal here

_____

Corporate or Business Name of Bidder

_____

Address, including Zip Code and Phone No.

_____

Signature of President or Vice President Signature of Secretary or Treasurer

_____

Typed or Printed Name & Title Typed or Printed Name & Title

SECTION 00312

SUBCONTRACTOR LIST

Bidder to list each category that involves specialty work below. IF THE BIDDER INTENDS TO USE ITS OWN WORK FORCE TO DO THE WORK IN A SPECIALY CATEGORY, THE BIDDER MUST LIST ITSELF IN SUCH A CATEGORY. The bidder shall not list itself in a specialty category unless it can establish to the satisfaction of PAID/ PIDC that: 1) the Bidder has customarily performed the specialty work of the subcontractor category by artisans regularly employed by the Bidder; 2) The Bidder is duly licensed to perform such specialty work (if the State requires a license); 3) The Bidder is recognized in the industry as a bona fide subcontractor or Contractor is such specialty work. If the Bidder intends to use a subcontractor to perform the specialty work of a subcontractor category, the Bidder should list the name of the subcontractor.

SUBCONTRACTOR NAME BY TRADE CLASSIFICATION	**ADDRESS**	**CONTRACTOR NO.**	**MBE/WBE/DBE**

SECTION 00411

GENERAL CONSTRUCTION PROPOSAL

PROJECT TITLE: **On-Call Fence Repair Project**

TO: Monica Trudeau, P.E.

Submit electronically to mtrudeau@pidcphila.com

Return receipt requested to verify receipt

BID OPENING DATE: **4:00 pm, November 18, 2026**

A. I, the undersigned Bidder, hereby agree that if this Proposal is accepted, to enter into a contract with the Philadelphia Authority for Industrial Development/Philadelphia Industrial Development Corporation, to provide all labor, materials, tools, equipment, and services necessary to perform and complete the Work required for the General Construction improvements of the above referenced Project as defined in and in accordance with the Contract Documents.

B. BID AMOUNT

I will complete the Work in accordance with the Contract Documents for the following Bid Amount as defined in the Contract Requirements. (Insert Bid Amount in words as well as figures.)

BASE BID AMOUNT _____

_____DOLLARS, $_____

C. PERFORMANCE OF THE WORK BY CONTRACTOR:

I, the undersigned Bidder , shall perform on the site and with my own organization at least twenty percent (20%) of the total amount of work to be performed under this Contract.

I shall perform the following work:_____

_____

Percentage of work to be performed by own organization: _____

Estimated cost of work to be performed by my organization: $_____

D. ADDENDA

Bidder must attach Addendum Acknowledgement sheets for all Addenda listed in loose proposal

E. DURATION

This will be an on-call contract with a duration of **3 calendar years**.

F. In submitting this Proposal, Bidder represents, as more fully set out in the Contract Documents, that:

1. Bid shall remain valid and subject to acceptance for 60 days after the bid opening ;
2. The Philadelphia Authority for Industrial Development/Philadelphia Industrial Development Corporation, Philadelphia Streets Department, and Commerce Department have the right to reject Bid;
3. Bidder has examined the Bidding Documents and found no discrepancies that have not been reported to the Philadelphia Authority for Industrial Development/Philadelphia Industrial Development Corporation ;
4. Bidder has visited the site and become familiar with the readily observable existing conditions;
5. Bidder is familiar with and agrees to comply with applicable laws, codes, regulations and ordinances;
6. Bidder has correlated information known to Bidder, information obtained from site visit, information available to Bidders and the Bidding Documents.

IF BIDDER IS AN INDIVIDUAL OR PARTNERSHIP, FORM MUST BE DATED AND SIGNED HERE

This _____Day of _____, 2024.

_____
Signature of Owner or Partner

_____ _____
Business Name of Bidder Type or Print Name and Title

_____ _____
Address, including Zip Code Telephone Number

IF BID IS BY A CORPORATION, THIS FORM MUST BE DATED AND SIGNED HERE BY A) THE PRESIDENT OR VICE PRESIDENT AND B) COUNTERSIGNED BY THE SECRETARY, ASSISTANT SECRETARY, TREASURER, OR ASSISTANT TREASURER AND THE CORPORATE SEAL SHALL BE AFFIXED. IF THIS FORM IS NOT SO SIGNED, A DULY CERTIFIED CORPORATE RESOLUTION AUTHORIZING FORM OF EXECUTION USED MUST BE ATTACHED TO THE BID EXECUTED BY THE DULY CERTIFIED

INDIVIDUAL.

This _____Day of _____, 2024.

Corporate Seal

_____
Corporate or Business Name of Bidder

_____
Address, Including Zip Code

_____
Telephone No.

_____
Signature of President or Vice President

_____
Signature of Sec'y, Asst.Sec'y, Treasurer or Asst. Treasurer

_____
Type or Print Name and Title

_____
Type or Print Name and Title

_____
Federal Employer Identification Number

SECTION 00623

CONTRACTOR'S CERTIFICATE OF NON-INDEBTEDNESS TO CITY OF PHILADELPHIA, THE PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT & THE PHILADELPHIA INDUSTRIAL DEVELOPMENT CORPORATION

The individual or firm listed below hereby certifies and represents to the City of Philadelphia, the Philadelphia Authority for Industrial Development (PAID) and its agent, the Philadelphia Industrial Development Corporation (PIDC), that the individual(s) or firm(s) or the firm's parent company(ies) and subsidiary(ies) are not currently indebted to the City, PAID or PIDC, nor will be indebted to the City, PAID or PIDC, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City, PAID, or PIDC has been established. In addition to any other rights or remedies available at law or in equity, individuals(s) or firm(s) acknowledges that any breach of or failure to conform to this certification may, at the option and direction of PAID or PIDC result in disqualification from further consideration of the attached proposal.

_____
Name of Individual or Development Firm

By: _____
Authorized Signatory

Title: _____
President or Vice President

_____
Print Name

Attest: _____
Secretary or Treasurer

_____
Print Name

SECTION 00624

SUBCONTRACTOR'S CERTIFICATE OF NON-INDEBTEDNESS TO CITY OF PHILADELPHIA, THE PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT & THE PHILADELPHIA INDUSTRIAL DEVELOPMENT CORPORATION

The individual or firm listed below hereby certifies and represents to the City of Philadelphia, the Philadelphia Authority for Industrial Development (PAID) and its agent, the Philadelphia Industrial Development Corporation (PIDC), that the individual(s) or firm(s) or the firm's parent company(ies) and subsidiary(ies) are not currently indebted to the City, PAID or PIDC, nor will be indebted to the City, PAID or PIDC, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City, PAID, or PIDC has been established. In addition to any other rights or remedies available at law or in equity, individuals(s) or firm(s) acknowledges that any breach of or failure to conform to this certification may, at the option and direction of PAID or PIDC result in disqualification from further consideration of the attached proposal.

_____
Name of Individual or Development Firm

By: _____
Authorized Signatory

Title: _____
President or Vice President

_____
Print Name

Attest: _____
Secretary or Treasurer

_____
Print Name

QUESTIONNAIRE AND FINANCIAL STATEMENT
FOR QUALIFYING BIDDERS

* **No bid will be accepted unless this questionnaire with all questions fully answered (please type or print in ink)**

* All information provided by a bidder in this questionnaire shall be used by the Owner in determining and assessing a bidders qualifications and responsibility.

* The Owner reserves the right to investigate any statement made herein, by means of information included in, but not limited to, that contained in this questionnaire. Any misrepresentation of fact, as determined by the Owner, may result in the disqualification of a bidder.

* Any material change in the financial, corporate or business status of a qualifying bidder that occurs between the time of submission of this questionnaire and the time of award of the resulting contract must be forwarded to the Owner immediately. Failure to do so may result in the disqualification of the bidder from award.

* All information on this questionnaire will be held strictly confidential, to the extent permitted by law.

PROJECTS APPLIED FOR

DATE SUBMITTED	DATE OF OPENING	FEDERAL EIN NUMBER	CITY BUSINESS TAX IDENTIFICATION #

SUBMITTED BY

PRINCIPAL OFFICE ADDRESS

PRINCIPAL OFFICE TELEPHONE NUMBER	PRINCIPAL OFFICE FAX NUMBER	E-MAIL ADDRESS

CORPORATION	
DATE OF INCORPORATION	CAPITALIZATION

PARTNERSHIP	
DATE OF ORGANIZATION	TYPE GENERAL LIMITED

OFFICERS	PARTNERS
PRESIDENT	NAME
	ADDRESS
VICE PRESIDENT	NAME
	ADDRESS
SECRETARY	NAME
	ADDRESS
TREASURE	NAME
	ADDRESS
	NAME
	ADDRESS

EXPERIENCE AND EQUIPMENT

1. How many years has your organization been in business as a contractor under its present business name? **YEARS**
   On a separate sheet of paper, list all other business names under which your organization has been in business as a construction contractor?
2. How many years experience has your organization had as a prime contractor in the type of construction work for which you seek qualification? **YEARS**
3. How many years experience has your organization had as a subcontractor in the type of construction work for which you seek qualification? **YEARS**
4. State the largest dollar amount of work your organization has done in any single year during the last five years as (1) a general contractor $ (2) a subcontractor $
5. On a separate sheet of paper, describe the construction experience of the principal officers and managers (including superintendents) of your organization. Include: name of the individual and position/office, years of construction experience, type of work in which the individual has experience (including size of project worked on), names of organizations worked for and positions/responsibilities held.
6. Has your organization within the last five years performed work for the Owner that was not finally accepted by the Owner?
   PLEASE CIRCLE YES NO
   If "YES", state the contract and project name and attach an explanation of the circumstances surrounding the non-acceptance.
   Has any officer, partner, or other person active in the management of your organization, within the last five years, been an officer, partner, manager, or sole proprietor of another organization which performed work for the Owner that was not finally accepted by the Owner?
   PLEASE CIRCLE YES NO
   If "YES", state the name of the individual, the name and address of the organization, the Owner contract number and project name for the contract under which work was not finally accepted, and attach a detailed explanation of the circumstances surrounding the non-acceptance.
7. Has the Owner, within the last five years, declared your organization in default of PAID/PIDC contract or otherwise terminated contract?
   PLEASE CIRCLE YES NO
   If "YES", state the contract number and project name and attach an explanation of the circumstances surrounding the declaration of default or termination.
   Has a commercial surety for your organization within the last five years been called upon to complete any work on contract with PAID/PIDC?
   PLEASE CIRCLE YES NO
   If "YES", state the City contract number and project name and a detailed explanation of the circumstances.
   Has any officer, partner, or other person active in the management of your organization, within the last five years, been an officer, partner, manager, or sole proprietor of another organization whose commercial surety was called upon to complete any work on a contract with the City?
   PLEASE CIRCLE YES NO
   If "YES", state the name of the individual, the name and address of the organization, the City contract number and project name for the contract the surety was called upon to complete, and attach an explanation of the circumstances.
8. Has any officer, partner, or other person active in the management of your organization, within the last five years, been an officer, partner, manager, or sole proprietor of another organization that was declared in default of aPAID/PIDC contract or otherwise terminated, or that failed to complete a Contract?
   PLEASE CIRCLE YES NO
   If "YES", state the name of the individual, the name and address of the organization, the contract number and project name for the contract defaulted or terminated, and attach an explanation of the circumstances surrounding the declaration of default or termination.
9. Has your organization ever failed to complete any work under, or been declared in default of, a contract awarded to it by a public or private owner other than PAID/PIDC?
   PLEASE CIRCLE YES NO
   If "YES", attach a detailed explanation identifying the owner and bid/contract numbers (if applicable) for the project, stating whether the owner declared your organization in default of its contract, and describing the project, the type of work, the dates the work was started and stopped and the reasons the work was not completed.
10. Has any officer, partner, or other person active in the management of your organization, ever been an officer, partner, manager, or sole proprietor of another organization that failed to complete or was declared in default of a construction contract for a public or private owner other than PAID/PIDC?
    PLEASE CIRCLE YES NO
    If "YES", state the name of the individual and attach an detailed explanation identifying the owner and bid/contract number (if applicable) stating whether the owner declared the organization in default of its contract, and describing the project, the type of work, the dates the work was started and stopped, the individual's role in the project, and the reasons the work was not completed.
11. Has any officer, partner, or other person active in the management of your organization, within the last five years been disqualified, suspended, or debarred (under its present name or any other name) from bidding on public contracts, or removed from a bidding list, by any state or federal agency, or by the City of Philadelphia?
    PLEASE CIRCLE YES NO
    If "YES", state the agency that took such action, the date(s) of the action, the type of work to which the contract(s) applied, and the reasons stated by the agency for the action.

12. Has any commercial surety ever refused to furnish a performance or payment bond for your organization?

PLEASE CIRCLE YES NO

If "YES", state the name and address of the surety, describe the contract for which the bond was refused (including the owner, date of contract, and type of work), and state the reasons for the refusal.

13. Has your organization or any officer, partner, or other person active in the management of your organization, or any shareholder holding an equity interest of more than five percent,

1. ever been convicted of or pleaded guilty or nolo contendre to federal or state misdemeanor or federal charger (including but not limited to, charges related to public bidding law or the making of false statements)? **PLEASE CIRCLE YES NO**
2. ever been refused coverage under any fidelity bond? **PLEASE CIRCLE YES NO**

Is your organization or any officer, partner, or other person active in the management of your organization, or any shareholder holding an equity interest of more than five percent,

1. currently under indictment on federal or state misdemeanor or felony charges? **PLEASE CIRCLE YES NO**
2. currently the subject of a state or federal grand jury investigation or under notification by local, state or federal law enforcement authorities that they are the subject of any criminal investigation? **PLEASE CIRCLE YES NO**

If your answer to any of the foregoing questions is YES, attach a detailed description that includes the following:

the nature of the conviction, plea, indictment, bond refusal, and/or grand jury or criminal investigation;

the name of each individual who was the subject of such action;

their position in your organization;

the jurisdiction or entity taking the action; the date(s) the action was taken; the nature of the charges that were the subject of the action; and all other circumstances relevant to the action.

14. Has any officer, partner, director, shareholder, or other person active in the management of your organization been employed by the Owner? **PLEASE CIRCLE YES NO**

If "YES" attach the following information: the name of the individual; position held with PIDC the dates the employment or appointment began and terminated.

15. Identify, by name and business address, all organizations that are affiliates or subsidiaries of your organization, and state their relationship to your organization. Attach separate sheets of paper as needed.

16. Identify, by name and business address, any other organization and any individual (other than officers, partners, and managers of your organization) that control or influence bidding by your organization.

17. Identify all individuals and organizations, by name and business address, that hold a financial interest in your organization of ten percent or more.

18. Is your organization or any of its parent or subsidiary organizations currently indebted to the City of Philadelphia for any delinquent City taxes, taxes collected by the City on behalf of the School District of Philadelphia, liens, judgments, fees or other debts?

PLEASE CIRCLE YES NO

If "YES", attach an explanation describing the nature and amount of the debt, lien, judgment, or fee; the dates of any notices from the City; and any written agreement or payment plan with the City for its disposition.

If your organization has had construction contracts with PIDC/PAID, provide the following information:

List all COMPLETED construction contracts within the last five years. (Please attach additional sheets as needed.)

CONTRACT DATE	PROJECT DESCRIPTION	AMOUNT OF CONTRACT

List all INCOMPLETE contracts held by your organization at present. (Please attach additional sheets as needed.)

CONTRACT DATE	PROJECT DESCRIPTION/LOCATION	% COMPLETE	AMOUNT OF CONTRACT

19. Has any liquidated damages or other penalties been imposed on your organization? **PLEASE CIRCLE YES NO**

Have any liens, claims or stop notices been filed against your organization? **PLEASE CIRCLE YES NO**

If you answered YES to either of the above questions, please attach an explanation of details identifying the claimant and stating the grounds asserted by the claimant and stating the disposition.

List the largest projects that your organization has completed.

DOLLAR AMOUNT	CONTRACTING ENTITY	REFERENCES
		Name
		Phone Number
		Name
		Phone Number
		Name
		Phone Number
		Name
		Phone Number

List any projects that your organization has completed that are similar in nature to the project for which you are qualifying.

DOLLAR AMOUNT	CONTRACTING ENTITY	REFERENCES
		Name
		Phone Number
		Name
		Phone Number
		Name
		Phone Number
		Name
		Phone Number
		Name
		Phone Number
		Name
		Phone Number

List any equipment that is owned by your organization that is available for the proposed work. (Please attach additional sheets as needed.)

FINANCIAL POSITION AS OF:		(Not over 6 months old)	
ASSETS		**LIABILITIES & EQUITY**	
CURRENT ASSETS		CURRENT LIABILITIES	
Cash and cash equivalents		Lines of credit	
Short-term investments		Notes payable - current portion	
Accounts receivable		Accounts payable	
Allowance for doubtful accounts	( )	Accrued and withheld payroll	
Notes receivable		Accrued expenses	
Inventories			
Prepaid expenses			
Total Current Assets		Total Current Liabilities	
PROPERTY AND EQUIPMENT		LONG-TERM LIABILITIES	
Land		Notes payable	
Buildings			
Machinery and equipment			
Trucks and automobiles			
Office furniture and equipment			
Assets under capital lease		Total Long-Term Liabilities	
		Total Liabilities	
		EQUITY	
Total Property and Equipment		Common stock	
Less accumulated depreciation		Additional paid-in capital	
and amortization	( )	Less treasury stock	( )
Net Property and Equipment		Retained earnings	
OTHER ASSETS		Partner's capital	
Cash surrender value of officer's life insurance		Owner's equity	
Loans against policies			
Notes receivable			
Organization cost (net)			
Total Other Assets		Total Equity	
TOTAL ASSETS		**TOTAL LIABILITIES & EQUITY**	

Please provide the total dollar amount of all available lines of credit at your organization's disposal. $

Please provide the total dollar amount of the balance of all available lines of credit at your organization's disposal. $

I / WE hereby certify that the statements of fact contained herein are correct to the best of my / our knowledge and belief; and that the statement entitled "FINANCIAL POSITION" presents fairly the financial position of the enterprise. I / WE understand that if I / WE knowingly make any false statements herein, I / WE are subject to such penalties as may be prescribed by law or ordinance. Any depository, vendor, reference, or other agency named herein is authorized to supply the holder with any information necessary to verify this statement.

NOTE: A partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signatures of two (2) officers (either president or vice-president and secretary or treasure) and affix corporate seal.

FIRM OR CORPORATE NAME

SIGNATURE TITLE

SIGNATURE TITLE

Date of Signing

SIGNATURE TITLE

SIGNATURE TITLE

SECTION 00627

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

_____

Name of person signing bid or proposal

_____

Name of business

SECTION 00629

Certification Regarding
Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 32 CFT Part 25, Subparts A-E.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

(1) The prospective lower tier participant certifies, by execution of this form, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Legal Name _____

Date_____ _____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

DEBARMENT CERTIFICATION
INSTRUCTIONS

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out above.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if, at any time, the prospective lower tier participant learns that its certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," " "participant," "person," "primary covered transaction, " "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause, titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Department of Labor
CITY OF PHILADELPHIA

Updated Prevailing Wage Schedule for the City of Philadelphia

Department of Labor | To: Municipal Operating Departments and Awarding Agencies | Date: 10/21/2026

The Philadelphia Labor Standards Unit has issued an updated prevailing wage rate schedule for construction projects done on behalf of the City of Philadelphia. Enclosed you will find the two (2) decisions, which comprise the updated prevailing wage schedule. They are as follows:

1. Building Construction
2. Heavy & Highway Construction

Please direct any questions or concerns regarding the prevailing wage rate schedule to my attention:

Andre Bragg, Director of Labor Standards
Philadelphia Labor Standards Unit
1 S. Broad St, 3rd Floor Room
Philadelphia, PA 19107
Telephone Number: (215) 686-2132
Fax Number: (215) 686-2116

Thank you for your cooperation.

1. Building Construction

Prevailing wage rate schedule for construction work done on behalf of the City of Philadelphia including repair, alteration, and remodeling work.

A. Job Classification and Wage Rates

Job Classification	Basic Hourly Rate	Fringe Benefits
Asbestos Worker – Journeyman	64.51	50.26
Asbestos Worker – Handler Level 1	34.67	24.60
Asbestos Worker – Handler Level 2	50.80	24.60
Boilermaker	58.00	36.57
Bricklayer	51.15	34.11
Carpenter	57.72	30.89
Cement Mason	50.81	32.51
Drywall Finisher	45.07	33.64
Electrician	75.05	48.19
Electrician (as of 05/03/2027)	78.33	51.16
Electrician (as of 05/01/2028)	81.99	54.00
Electrician – Telecommunication Senior Tech	65.86	35.64
Electrician – Telecommunication Tech A	61.91	33.51
Elevator Constructor[1]	71.85	45.77
Glazier	51.30	39.37
Ironworker – Structural & Ornamental	60.25	45.96
Ironworker – Reinforcing (Rod setter)	50.39	36.65
Ironworker – Rigger & Machinery Mover	46.86	36.27
Laborer – Journeyman Class One	39.10	27.42
Laborer – Journeyman Class Two	39.20	27.42
Laborer – Journeyman Class Three	39.25	27.42
Laborer – Journeyman Class Four	39.40	27.42
Laborer – Journeyman Class Five	39.45	27.42
Laborer – Journeyman Class Six	39.24	27.42
Laborer – Journeyman Class Seven	40.38	27.42
Laborer – Journeyman Class Eight	40.43	27.42
Laborer – Journeyman Class Nine	40.53	27.42
Laborer – Journeyman Class Ten	40.68	27.42
Laborer – Journeyman Class Eleven	40.93	27.42

[1] For elevator mechanics: (a) Paid vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service. (b) Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

Job Classification	Basic Hourly Rate	Fringe Benefits
Laborer – Journeyman Class Twelve	39.50	27.42
Master Abatement Technician	41.00	27.70
Landscape Laborer – Class I	32.15	24.30
Landscape Laborer – Class II	32.15	24.30
Lather	52.64	29.46
Line Construction – Lineman	62.54	31.36
Line Construction – Winch Truck Operator	43.78	27.18
Line Construction – Ground Hand	37.52	24.90
Line Construction – Watch/Flag Person	26.74	21.19
Marble Setter	51.50	33.80
Marble Finisher	42.07	31.85
Millwright	60.20	35.81
Painter – Brush & Roller	45.71	35.22
Painter – Spray, Steel & Swing	47.46	35.22
Painter – Bridges	62.57	35.04
Piledriverman	53.23	41.74
Piledriverman – Diver	66.54	41.74
Piledriverman – Diver Tender	53.23	41.74
Plasterer	46.43	34.35
Plumber	70.53	39.46
Pointer, Caulker, & Cleaner	53.35	32.30
Power Equipment Operator – Group One	55.67	35.34
Power Equipment Operator – Group One A	58.68	36.22
Power Equipment Operator – Group Two	55.43	35.26
Power Equipment Operator – Group Two A	58.44	36.14
Power Equipment Operator – Group Three	51.34	34.06
Power Equipment Operator – Group Four	51.04	33.97
Power Equipment Operator – Group Five	49.32	33.46
Power Equipment Operator – Group Six	48.34	33.16
Power Equipment Operator – Group Seven A[2]	67.73	40.48
Power Equipment Operator – Group Seven B[3]	67.44	40.39
Roofer	44.13	34.77
Shingle	34.35	22.20
Slate & Tile	37.35	22.20
Sheet Metal Worker	65.06	54.48

[2] Toxic Hazardous Waste Removal
[3] Toxic Hazardous Waste Removal

Job Classification	Basic Hourly Rate	Fringe Benefits
Sign Makers and Hangers	33.48	26.41
Soft Floor Layer (Resilient Floor)	53.93	30.54
Sprinklerfitter	69.12	36.10
Steamfitter	75.12	47.29
Stone Mason	51.50	33.80
Surveying & Layout – Chief of Party	67.52	30.44
Surveying & Layout – Instrument Person	58.71	30.44
Surveying & Layout – Rodman	46.97	23.54
Terrazzo Mechanic	53.36	32.61
Terrazzo Finisher – Grinder	47.78	29.61
Terrazzo Finisher – Finisher	47.78	29.61
Tile Setter	53.36	32.61
Tile Finisher	42.07	31.85
Truck Driver – Journeyman Class I	38.57	23.87
Truck Driver – Journeyman Class II	38.67	23.87
Truck Driver – Journeyman Class III and Low Boy	38.92	23.87
Wall Coverer	46.47	34.55
Window Tinter	27.42	15.13

B. Job Classification Definitions: Building Construction

1. Laborer Classifications:

- **Class One:** Strip concrete, dismantle concrete, load, unload, handle and/or transport reinforced steel and steel mesh, carry lumber, handle miscellaneous building materials operate jack hammers, use paving breakers and other pneumatic tools, build scaffolds, perform raking, handle asphalt, perform spading and concrete pit work, perform grading, perform form pinning or shorting, perform demolition work with exception of burners, lay conduits, lay ducts, perform sheeting or lagging, lay non-metallic pipe, perform caulking
- **Class Two:** Power Buggies, Burners on Demolition
- **Class Three:** Wagon drill operator (single)
- **Class Four:** Powderman, wagon drill operator (multiple), perform circular caissons excavations, caisson groundman, perform underpinning excavation, perform laborers' work at depths of eight (8) feet or below
- **Class Five:** Caisson bottom worker
- **Class Six:** Yard worker
- **Class Seven:** Trackmen, Brakemen, Groutmen, Bottom Shaft Men, All Other Men in Free Air Tunnels
- **Class Eight:** Caisson Foreman
- **Class Nine:** Miner Helper, Form Setters

- **Class Ten:** Miners Bore Driver, Blasters, Drillers, Pneumatic Shield Operator
- **Class Eleven:** Welders & Burners
- **Class Twelve:** Mason Tenders

Landscape Laborers:

- **Class I:** Landscape laborer
- **Class II:** Farm tractor driver, hydro seeder, mulched nozzle worker, backhoe operator, bulldozer crawler type loader, tree crane operator

Laborer - Lather and Plasterer:

- Wheel and/or hod carry any lather and plaster materials used by lathering and plastering contractors' build scaffolds; build runways; perform clean-up and removal of debris as covered by lathering and plastering contractor's contract; deliver any material used by lathering and plastering contractors, from curbside to building and back, unless motor vehicles are permitted to enter building with required materials; all mortar designated for use by plasterer shall be carried via wheelbarrow or hod; all plastering and fire proofing machines, as well as guns and mixers requiring the assistance of a worker other than plasterer operator, shall be manned by helper (tender)

2.Power Equipment Operator Classifications – Building

Group One:

- Handling steel and stone in connection with erection Cranes doing hook work
- Any machines handling machinery
- Helicopters
- Concrete Pumps (building)
- Machines similar to above, including remote control equipment

Group One A:

- Handling steel and stone in connection with erection
- Cranes doing hook work
- Any machines handling machinery
- Concrete Pumps (Building)
- High Rail/Burro Crane
- Rail Loader (Winch Boom Type)
- All equipment in this group which previously received the hour in lieu of an oiler will receive
- Wage Group I (A). Equipment in this Wage Group that does not require an oiler
- Machines similar to above, including remote control equipment

Group Two:

- All types of cranes
- All types of backhoes
- Cableways
- Draglines
- Keystones
- All types of shovels
- Derricks

- Pavers 21E and over
- Trenching machines
- Trench shovels
- Cable spinning machine
- Gradalls
- Front- end Loaders
- Boat Captain
- Hoist with Two Towers
- Building Hoists-double drum (unless used as a single drum)
- Pippin type backhoes
- Tandem scrapers
- Tower type crane operation erecting dismantling jumping or jacking
- Drills self-contained (Drillmaster type)
- Forklift (20ft. and over)
- Motor Patrols (fine grade)
- Batch Plant with Mixer
- Carryalls, Scrapers, Tournapulls
- Roller (High Grade Finishing)
- Spreaders (Asphalt)
- Bulldozers and Tractors
- Mechanical-Welder
- Conveyor Loaders (Euclid-Type Wheel)
- Concrete Pumps (Heavy Highway)
- Milling Machine
- Bobcat
- Side Boom
- Directional Boring Machines
- Vermeer Saw Type Machine (other than handheld)
- Tractor Mounted Hydro Axe
- Chipper with boom
- All Auto grade and concrete finishing machines
- Bundle Pullers/Extractors (Tubular)
- Machines similar to the above including remote-controlled equipment
- Surcharge

Group Two (A):

- Crawler backhoes and Crawler gradalls over one (1) cubic yard factory rating
- Hydraulic backhoes over one (1) cubic yard factory rating
- Single person operation truck cranes 15 tons and over factory rating
- Cherry picker type machinery and equipment 15 tons and over factory rating, etc
- Cranes doing hook work will be paid Wage Group I (A)
- All equipment in this Group which previously received the hour in lieu of an oiler will receive Wage Group II (A) including concrete pumps (Heavy/Highway)
- Machines similar to the above including remote-controlled equipment

- *Surcharge

Group Three:

- Asphalt Plant Engineers
- Conveyors (except building conveyors)
- Well Driller
- Forklift Trucks of all types
- Ditch Witch (small trenchers)
- Motor Patrols
- Fine Grade machines
- Rollers
- Concrete Breaking Machines (Guillotine Only)
- Stump Grinder
- High- or Low-Pressure Boilers
- Building Hoist (single drum)
- Elevator Operator (New Construction)
- Machines similar to those above including remote control equipment

Group Four:

- Seamen Pulverizing Mixer
- Form Line Graders
- Farm Tractors
- Road Finishing Machines
- Concrete Spreaders (Heavy Highway)
- Power Broom (self-contained)
- Seed Spreader
- Grease Truck
- Machines similar to the above including remote-controlled equipment

Group Five:

- Compressors
- Pumps
- Well pint pumps
- Conveyors (Building)
- Welding Machines
- Heaters
- Tireman, Power Equipment
- Maintenance Engineers (Power Boats)
- Miscellaneous Equipment
- Operator
- Elevator Operator (Renovations)
- House Car
- Machines similar to those above including remote control equipment

Group Six:

- Fireman

- Oilers and Deck Hands (Personnel Boats)/Grease Truck Helpers
- *Surcharge

Group Seven (A):

- Handling steel and stone in connection with erection
- Cranes doing hook work
- Any machines handling machinery
- Cable spinning machine
- Helicopters
- Concrete pumps (Building)
- High Rail/Burro Crane
- Rail Loader (Winch Boom Type)
- Machines similar to above, including remote control equipment

Group Seven (B)

- All types of cranes
- All types of backhoes
- Cableways
- Conveyor Loader (Euclid-Type Wheel)
- Drag Lines
- Keystones
- All types of shovels
- Derricks
- Pavers 21E and over
- Trench shovels
- Trenching machines
- Gradalls
- Front-end Loaders
- Boat Captain
- Hoist with two towers
- Concrete Pumps (Heavy Highway)
- Building Hoists-double drum (unless used as a single drum)
- Milling Machine
- Mucking Machines in Tunnel
- Pippin type backhoes
- Bobcat
- Tandem scrapers
- Side Boom
- Tower type crane–operation, erecting, dismantling, jumping or jacking
- Directional Boring Machines
- Vermeer Saw Type Machine (other than handheld)
- Drills self-contained (Drillmaster type)
- Forklift (20 ft. & over)
- Track or Mounted Hydro Axe

- Motor Patrols (Fine Grade)
- Chipper with boom
- Batch Plant with Mixer
- All auto grade and concrete finishing machines
- Carryalls, Scapers & Tournapulls
- Rollers (High Grade Finishing)
- Bundle Pullers/Extractors (Tubular)
- Spreaders (Asphalt)
- Bulldozers and Tractors
- Mechanic – Welders
- Production Switch Tamper
- Ballast Regulators
- Tie Replacer
- Rail/Road Loader
- Power Jack liner
- Machines similar to above, including remote control equipment

3. Truck driver classifications:

- **Class I:** Helper, stake body truck operator (single axle, dumpster).
- **Class II:** Dump truck operator, tandem truck operator, batch truck operator, semi-trailer truck operator, agitator-mixer truck operator, dump Crete type vehicle operator, asphalt distributor, farm tractor operator (when tractor used to transport materials), stake body truck (tandem) operator.
- **Class III:** Euclid type; off highway equipment back truck operator; belly dump truck operator; double-hitched equipment trailer operator; straddle carrier (Ross) operator; low-bed trailer truck operator

II. Heavy & Highway Construction

A. Job Classification and Wage Rates

Job Classification	Basic Hourly Rate	Fringe Benefits
Boilermaker	55.00	35.82
Bricklayer	51.15	34.11
Carpenter	58.76	30.54
Cement Mason	48.10	32.71
Electrician	75.05	48.19
Electrician (as of 05/03/2027)	78.33	51.16
Electrician (as of 05/01/2028)	81.99	54.00
Ironworkers – Structural & Ornamental	60.25	45.96
Ironworkers – Reinforcing (Rod Setter)	50.29	34.77
Ironworkers – Rigger & Machinery Mover	46.73	34.39
Laborers – Group One	40.20	27.80
Laborers – Group Two	40.20	27.80
Laborers – Group Three	40.20	27.80
Laborers – Group Four	35.00	27.80
Laborers – Group Five	41.05	27.80
Laborers – Group Six	41.10	27.80
Laborers – Group Seven	40.95	27.80
Laborers – Group Eight	40.70	27.80
Laborers – Group Nine	40.55	27.80
Laborers – Group Ten	40.70	27.80
Laborers – Group Eleven	40.60	27.80
Laborers – Group Twelve	42.30	27.80
Laborers – Group Thirteen	44.33	27.80
Laborers – Group Fourteen	40.90	27.80
Landscaping Laborer – Class I	30.43	23.95
Landscaping Laborer – Class II	29.13	23.95
Line Construction – Lineman	65.10	34.45
Line Construction – Winch Truck Operator	45.57	27.57
Line Construction – Ground Hand	39.06	25.27
Line Construction – Watch/Flag Person	27.84	21.32
Millwright	60.20	35.81
Painter – Brush & Roller	45.71	35.22
Painter – Spray, Steel & Swing	47.46	35.22
Painter – Bridges	62.57	35.04
Piledriverman	53.23	41.74
Piledriverman – Diver	66.54	41.74

Job Classification	Basic Hourly Rate	Fringe Benefits
Piledriverman – Diver Tender	53.23	41.74
Plumber	70.53	39.46
Power Equipment Operator – Group One	55.67	35.34
Power Equipment Operator – Group One A	58.68	36.22
Power Equipment Operator – Group Two	55.43	35.26
Power Equipment Operator – Group Two A	58.44	36.14
Power Equipment Operator – Group Three	51.34	34.06
Power Equipment Operator – Group Four	51.04	33.97
Power Equipment Operator – Group Five	49.32	33.46
Power Equipment Operator – Group Six	48.34	33.16
Power Equipment Operator – Group Seven A[4]	67.73	40.48
Power Equipment Operator – Group Seven B[5]	67.44	40.39
Power Equipment Operator Dredger – Class A1	42.66	14.01
Power Equipment Operator Dredger – Class A2	38.02	13.73
Power Equipment Operator Dredger – Class B1	36.89	13.66
Power Equipment Operator Dredger – Class B2	34.73	13.53
Power Equipment Operator Dredger – Class C1	33.78	13.18
Power Equipment Operator Dredger – Class C2	32.69	13.11
Power Equipment Operator Dredger – Class D	27.16	12.58
Steamfitter	75.12	47.13
Stone Mason	51.50	33.80
Surveying & Layout – Chief of Party	65.96	30.09
Surveying & Layout – Chief of Party (as of 05/01/2026)	67.52	30.44
Surveying & Layout – Instrument Person	57.36	30.09
Surveying & Layout – Instrument Person (as of 05/01/2026)	58.71	30.44
Surveying & Layout – Rodman	45.88	23.19
Surveying & Layout – Rodman (as of 05/01/2026)	46.97	23.54
Truck Driver – Class I	38.42	23.87
Truck Driver – Class II	38.52	23.87
Truck Driver – Class III	39.02	23.87

[4] Toxic Hazardous Waste Removal
[5] Toxic Hazardous Waste Removal

B. Job Classification Definitions: Heavy & Highway Construction

1. Laborer Classifications

- **Group One:** Yard workers: (laborer, scale mixerman, burnerman, dustman, feeder)
- **Group Two:** General laborer; Asphalt Shovelers; Sheeting, Shoring & Lagging – Laborer; Stone, Granite & Artificial Stone Setting Laborer; Hod Carriers; Scaffold Building; Relief Joint & Approach Slabs; Assembling & Placing Gabions; Pneumatic Tool Laborers; Concrete Forms & Stripping Laborers; Concrete Lumber Material Laborers; Steel & Steel Mesh (carrying & handling); Form Pinners; Mortar Mixers; Pouring & Placing Concrete; Grade Men.
- **Group Three:** Vibrator Laborers; Finish Surface Asphalt Rackers; Jackhammer Operators; Paving Breaker Operator; Pipelayer & Caulker (all joints up to within 5 feet of the Building Foundation Line); Conduit & Duct Layers
- **Group Four:** Flag person
- **Group Five:** Miners
- **Group Six:** Welders and Burners
- **Group Seven:** Miner Bore Driver; Blasters; Drillers Pneumatic Shield Operator
- **Group Eight:** Form Setters
- **Group Nine:** Trackmen; Brackmen; Groutmen; Bottom Shaft Men; All other Laborers in Free Air Tunnels; Underpinning (When an underpinning excavation for a pier hole of five feet square or less and eight feet or more deep is dug, the rate shall apply only after a depth of eight feet is reached, to the men working in the bottom)
- **Group Ten:** Circular Caissons (Where an excavation for circular caissons are dug eight feet or more below the natural grade level adjacent to the starting point of the caisson hole, at ground level, for the men working in the bottom); Welders, Burners & Air Tuggers
- **Group Eleven:** Powdermen; Multiple Wagon Drill Operator Laborer
- **Group Twelve:** Caisson Laborer Foreman
- **Group Thirteen:** Toxic/Hazardous waste Handler
- **Group Fourteen:** Wagon Drill/Hydraulic Track Drill Operator Laborer

Landscape Laborers:

- **Class I:** Landscape laborer
- **Class II:** Farm tractor driver, hydroseeder, mulcher nozzle worker, backhoe operator, bulldozer crawler type loader, tree crane operator

2.Power Equipment Operator Classifications – Heavy & Highway

Group One:

- Handling steel and stone in connection with erection Cranes doing hook work
- Any machines handling machinery
- Cable spinning machine
- Helicopters
- Concrete Pumps (building)
- Machines similar to above including remote control equipment

Group One A:

- Handling steel and stone in connection with erection
- Cranes doing hook work
- Any machines handling machinery
- Concrete Pumps (Building)
- High Rail/Burro Crane
- Rail Loader (Winch Boom Type)
- All equipment in this group which previously received the hour in lieu of an oiler will receive Wage Group I (A). Equipment in this Wage Group that does not require an oiler.
- Machines similar to above, including remote control equipment

Group Two:

- All types of cranes
- All types of backhoes
- Draglines
- Keystones
- All types of shovels
- Derricks
- Pavers 21E and over
- Trenching machines
- Trench shovels
- Gradalls
- Front- end Loaders
- Boat Captain
- Hoist with Two Towers
- Building Hoists-double drum (unless used as a single drum)
- Pippin type backhoes
- Tandem scrapers
- Tower type crane operation erecting dismantling jumping or jacking
- Drills self-contained (Drillmaster type)
- Forklift (20ft. and over)
- Motor Patrols (fine grade)
- Batch Plant with Mixer
- Carryalls, Scrapers, Tournapulls
- Roller (High Grade Finishing)
- Bulldozers and Tractors
- Mechanical-Welder
- Conveyor Loaders (Euclid-Type Wheel)
- Concrete Pumps (Heavy Highway)
- Milling Machine
- Bobcat
- Side Boom
- Directional Boring Machines
- Vermeer Saw Type Machine (other than handheld)

- Tractor Mounted Hydro Axe
- Chipper with boom
- All Auto grade and concrete finishing machines
- Bundle Pullers/Extractors (Tubular)
- Machines similar to the above including remote-controlled equipment

Group Two A:

- Crawler backhoes and Crawler gradalls over one (1) cubic yard factory rating
- Hydraulic backhoes over one (1) cubic yard factory rating
- Single person operation truck cranes 15 tons and over factory rating
- Cherry picker type machinery and equipment 15 tons and over factory rating, etc.
- Cranes doing hook work will be paid Wage Group I (A).
- All equipment in this Group which previously received the hour in lieu of an oiler will
- receive Wage Group II (A) including concrete pumps (Heavy/Highway).
- Machines similar to the above including remote-controlled equipment

Group Three:

- Asphalt Plant Engineers
- Conveyors (except building conveyors)
- Well Drillers
- Forklift Trucks of all types
- Ditch Witch (small trenchers)
- Motor Patrols
- Fine Grade machines
- Rollers
- Concrete Breaking Machines (Guillotine Only)
- Stump Grinder
- High- or Low-Pressure Boilers
- Building Hoist (single drum)
- Elevator Operator (New Construction)
- Machines similar to those above including remote control equipment

Group Four:

- Seamen Pulverizing Mixer
- Form Line Graders
- Farm Tractors
- Road Finishing Machines
- Concrete Spreaders (Heavy Highway)
- Power Broom (self-contained)
- Seed Spreader
- Grease Truck
- Machines similar to the above including remote-controlled equipment

Group Five:

- Compressors Pumps
- Well pint pumps

- Conveyors (Building)
- Welding Machines
- Heaters
- Tireman, Power Equipment
- Maintenance Engineers (Power Boats)
- Miscellaneous Equipment Operator
- Elevator Operator (Renovations)
- House Car
- Machines similar to those above including remote control equipment

Group Six:

- Fireman
- Oilers and Deck Hands (Personnel Boats)
- Grease Truck Helpers

Group Seven A:

- Handling steel and stone in connection with erection
- Cranes doing hook work
- Any machines handling machinery
- Cable spinning machinery
- Helicopters
- Concrete pumps (Building)
- High Rail/Burro Crane
- Rail Loader (Winch Boom Type)
- Machines similar to above, including remote control equipment

Group Seven B:

- All types of cranes
- All types of backhoes
- Cableways
- Conveyor Loader (Euclid-Type Wheel)
- Drag Lines
- Keystones
- All types of shovels
- Derricks
- Pavers 21E and over
- Trench shovels
- Trenching machines
- Gradalls
- Front-end Loaders
- Boat Captain
- Hoist with two towers
- Concrete Pumps (Heavy, Highway)
- Building Hoists-double drum (unless used as a single drum)
- Milling Machine

- Mucking Machines in Tunnel
- Pippin type backhoes
- Bobcat
- Tandem scrapers
- Side Boom
- Tower type crane operation, erecting, dismantling, jumping or jacking
- Directional Boring Machines
- Vermeer Saw Type Machine (other than handheld)
- Drills self-contained (Drillmaster type)
- Forklift (20 ft & over)
- Tractor Mounted Hydro Axe
- Motor Patrols (Fine Grade)
- Chipper with boom
- Batch Plant with Mixer
- All auto grade and concrete finishing machines
- Carryalls, Scapers & Tournapulls
- Rollers (High Grade Finishing)
- Bundle Pullers/Extractors (Tubular)
- Spreaders (Asphalt)
- Bulldozers and Tractors
- Mechanic – Welders
- Production Switch Tamper
- Ballast Regulators
- Tie Replacer
- Rail/Road Loader
- Power Jack liner
- Machines similar to above, including remote control equipment
- *Surcharge

Power Equipment Operator Dredger Classifications

- **Class A:** Lead Dredge man, Operator, Leverman, Licensed Tug Operator over 1000HP
- **Class A1:** Dozer Operator, Front-end Loader
- **Class B1:** Derrick Operator, Spider/Spill Barge Operator, Engineer, Electrician, Chief Welder Chief Mate, Fill Placer, Operator 2, Maintenance Engineer, Licensed Boat Operator
- **Class B2:** Certified Welder
- **Class C1:** Mate, Drag Barge Operator, Steward, Assistant Fill Placer, Welder
- **Class C2:** Boat Operator
- **Class D:** Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor, Oiler

3. Truck driver classifications:

- **Class I:** Helper, stake body truck operator (single axle, dumpster)
- **Class II:** Dump truck operator, tandem truck operator, batch truck operator, semi-trailer truck operator, agitator-mixer truck operator, dumpcrete type vehicle operator, asphalt distributor, farm tractor operator (when used to transport materials), stake body truck (tandem) operator

- **Class III:** Euclid type, off highway equipment back truck operator, belly dump truck operator, double-hitched equipment trailer operator, straddle carrier (Ross) operator; lowbed trailer truck operator

Contact Information

Contractors are advised to contact the Philadelphia Labor Standards Unit with any questions regarding job classification, prevailing wage rates, and fringe benefits.

Prior to employing apprentices on a public works project, the contractor is required to provide written evidence of employee's registration with a statewide training program recognized by the U.S. Bureau of Apprenticeship and Training (BAT). Contractors shall forward proper documentation for each bona fide apprentice to:

Philadelphia Labor Standards Unit
Municipal Services Building
1 S. Broad Street – 3rd Floor
Philadelphia, PA 19102-1670
Telephone Number: (215) 686-2132
Fax Number: (215) 686-2116

PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT (PAID)

PAID GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

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ARTICLE 1

DEFINITIONS

1.1 "Amendment" means a written modification or change to any Contract Document signed by both Parties.

1.2 "Applicable Law" means all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth and the United States of America. Bidders bid, and the parties execute, deliver and perform their respective obligations under the Contract, under and pursuant to the applicable provisions of all Acts of the General Assembly of the Commonwealth and applicable ordinances of the City, as such enactments may hereafter be supplemented or amended.

1.3 "Bid" or "Bid Proposal" means a Bidder's signed response, including a Proposal, submitted to the Owner Project Manager pursuant to an Invitation to Bid.

1.4 "Bidder" means a Person submitting a Bid, signed by the Person, to the Owner pursuant to an Invitation to Bid.

1.5 "Change Order" means an instrument altering the scope of the work under the Contract as specified in Article 8.

1.6 "City" means The City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth, and includes its various executive and administrative departments, agencies, boards and commissions, and its legislature, City Council. The City is a City of the First Class under the laws of the Commonwealth.

1.7 "Commencement Date" shall have the meaning specified in Article 5.

1.8 "Commonwealth" means the Commonwealth of Pennsylvania.

1.9 "Construction Specifications" means the written and detailed technical requirements, prepared by the Owner or its consultants or representatives, for materials, equipment, systems, standards, and workmanship for the work under this Contract and related services to be performed under the Contract.

1.10 "Contract" means the agreement of the Owner and the Contractor as evidenced by the Contract Documents.

1.11 "Contract Documents" means the Contract (Exhibit G); the Invitation to Bid, including all bidding documents included therewith, the General Conditions of the Contract, the Funding Agency General Conditions, the Plans, and the Construction Specifications and Project Manual (excluding, however, any records or reports of test borings, underground structures, and test piles); the Performance Bond (Exhibit A); and the Payment Bond (Exhibit B), and all exhibits, schedules and addenda, if any, to any of the foregoing documents, and any and all Amendments to the Contract and Change Orders.

1.12 "Contractor" means the Person that has entered into the Contract with the Owner.

1.13 "Contract Price" shall means the price of the Contractor stated in the Bid.

1.14 "Contract Time" shall have the meaning specified in Article 5.

1.15 "Default" shall have the meaning specified in Article 13.

1.16 “Disputed Change Order” means an instrument altering the scope of the work under the Contract as specified in Article 8.

1.17 “Event of Insolvency” means (a) the filing of a voluntary petition by the Contractor under the Federal Bankruptcy Code or any similar state or federal law; or (b) the filing of an involuntary petition against The Contractor under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days; or (c) the Contractor’s making of an assignment for the benefit of creditors; or (d) the appointment of a receiver for the Contractor or for the property or assets of the Contractor, if such appointment is not vacated within forty-five (45) days thereafter; or (e) any other proceeding under any bankruptcy or insolvency law or liquidation law, voluntary or otherwise; or (f) the Contractor proves unable to pay its obligations as they mature; or (g) the Contractor is insolvent as otherwise defined under any Applicable Law.

1.18 “Final Completion” means that construction of the work, as modified by Change Orders, is finally complete in accordance with Contract Documents and certified by the Project Manager.

1.19 “Final Payment Application” has the meaning specified in Article 9.

1.20 The “Funding Agency General Conditions” shall mean those conditions imposed on the Owner or the Contractor by the entity or agency which is providing the source of funding the Owner’s payment of the Contract Price.

1.21 “General Conditions” means these General Conditions of the Contract of the Owner in connection with the Invitation to Bid for, and the award, execution, and performance of the contract, except as modified by the Owner, the Construction Specifications and Plans and any other special requirements for the Contract. These General Conditions are attached to and form an integral part of the Contract Documents.

1.22 “Invitation to Bid” means a public invitation to submit competitive Bids for a specific contract that is or are issued by the Owner. An Invitation to Bid includes all addenda thereto issued by the Owner.

1.23 “Notice of Contract Award” means a notice from the Owner to the Bidder informing the Bidder of the Owner’s determination to award the Contract to the Bidder.

1.24 “Notice to Proceed” means a notice from the Owner to the Contractor authorizing the Contractor to commence work under the Contract.

1.25 “Owner” shall mean PAID.

1.26 “Owner’s Representative” means the Person identified in the Invitation to Bid as the authorized representative and agent for the Owner on the Project.

1.27 “PAID” means Philadelphia Authority for Industrial Development.

1.28 “Payment Application” means an application for payment submitted by the Contractor to the Owner or the Owner’s Representative.

1.29 “Parties” means the Owner and the Contractor, and a “Party” means either the Owner or the Contractor.

1.30 “Person” means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

1.31 “PGW” means the Philadelphia Gas Works.

1.32 “PIDC” means Philadelphia Industrial Development Corporation. PIDC acts as an agent for PAID.

1.33 “Plans” means the general graphic and pictorial plans and design, architectural, and engineering drawings which accompany the Construction Specifications and such detail and supplementary plans, sketches, and drawings as may be furnished from time to time by the Owner to the Contractor.

1.34 “Project” means all of the work which the Owner seeks to complete at the Project site, including but not limited to the Work which the Contractor has agreed to perform under the Contract.

1.35 “Project Manager” means the designated representative of the Owner officer in charge of the project. The Project Manager shall also mean the designated representative of the Owner’s Representative where the Owner has retained an Owner’s Representative for the Project.

1.36 “Proposal” means a Bidder’s price and other specific terms and conditions included in a Bid.

1.37 “Responsible” means the capacity to perform the contract in accordance with its terms and conditions. Elements of responsibility include the following, among others: judgment, skill, promptness, faithfulness, skillful workers, honesty of the Contractor, financial standing, reputation, experience, resources, facilities, past history of adherence to plans and specifications, capacity and ability to do the work according to the plans and specifications, availability and efficiency, and such other factors as may be determined by law.

1.38 “Shop Drawings” means all drawings, diagrams, illustrations, brochures, schedules, performance charts, instructions, and other data which are prepared by the Contractor, its Subcontractors, suppliers, or distributors, or equipment fabricators or manufacturers, and which illustrate the manufacture or fabrication of the product or equipment or any part thereof, and which are submitted to the Project Manager to establish that the materials, articles and components of equipment Contractor proposes to supply will, when installed, meet all requirements of the Contract Documents.

1.39 “Structures” has the meaning set forth in Article 7.

1.40 “Subcontract” means a contract made between the Contractor and a Subcontractor, or between a Subcontractor and a sub-subcontractor at any tier, providing for the completion of one or more portions of the Work which the Contractor has agreed to perform under the Contract, including agreements for the manufacture or supply of equipment, systems, or components forming part of such work.

1.41 “Subcontractor” means a Person performing at any tier under a contract with the Contractor or another Subcontractor one or more portions of the work which the Contractor has agreed to perform under the Contract. Subcontractors shall include, without limitation, vendors, manufacturers, material suppliers, or other Persons contracting with a Subcontractor or the Contractor for the manufacture or supply of equipment, systems, or components forming part of the work under the Contract.

1.42 “Substantial Completion” or “Substantially Complete” or “Substantially Completed” means that construction is sufficiently complete in accordance with Contract Documents and certified by the Project Manager, as modified by Change Orders, so that (a) the work under this Contract can be used, occupied or operated for its intended use, and (b) all applicable permits and licenses, including, if applicable, a statement or certificate of occupancy, shall have been duly issued by all federal, state, or

local government offices or authorities. In no event shall the Contract be certified as substantially complete until the Contractor has completed at least 90% of the work under the Contract.

1.43 The "Work" shall mean the construction and services required to be performed and completed by the Contractor in accordance with the Contract Documents, and includes all necessary labor, materials, equipment, and services.

1.44 The words "herein" "hereof" and "hereunder" and other words of similar import refer to the Contract as a whole, including all of the Contract Documents, and not to any particular article, paragraph, subparagraph or clause contained in the Contract Documents. Whenever the context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.

ARTICLE 2

OWNER

2.1 The Owner shall act through the Owner's Representative or the Project Manager.

2.2 Any act of any representative, official, agent, or employee of the Owner, which is not within the scope of his or her authority as set forth in the Contract Documents, shall not be binding on the Owner and shall not be deemed as a defense to the Contractor for the breach of any of the terms and conditions of the Contract.

2.3 The Project Manager shall be responsible for the general direction of the Work to be performed under the Contract, the interpretation of the Plans and General Bidding and Contract Requirements, and the Construction Specifications, the ordering of additions to or deductions from the Work, and the determination of procedure.

2.4 The Project Manager shall give all orders and directions contemplated under the Contract. The Project Manager shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under the Contract and shall have authority and sole discretion to reject all work and materials which in his or her opinion do not conform to the requirements of the Contract.

2.5 The Project Manager shall determine all other questions that may arise in relation to the execution of the Work and shall have the authority to halt the Work whenever such action may be necessary to secure the safe and proper execution of the Contract. The Project Manager shall adjust and decide any differences or conflicts that may arise between the Contractor and other prime contractors for the performance of concurrent work. The provisions of this Paragraph are not intended to supersede or limit the provisions of Paragraph 36.

2.6 If the Contractor fails to correct work which is not in accordance with the requirements of the Contract Documents, or fails to carry out work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other Person.

2.7 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies.

2.7.1 In such case, the Owner may issue a Change Order deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies.

2.7.2 If payments due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3

CONTRACTOR

3.1 The Contractor shall furnish all labor, materials, plant, tools and appliances, and shall complete the Work to the satisfaction of the Project Manager in the manner and within the time required in the Contract Documents at the prices set forth in the Contract.

3.2 The Contractor's methods for the performance of the Work must be those best adapted for the safe, efficient, and expeditious prosecution of the Work, with a minimum of interference to adjoining work sites, to adjoining properties, and to public traffic and convenience.

3.3 The Contractor shall prosecute the Work vigorously, without delay, and with such workforces and equipment as shall be satisfactory to the Project Manager. The Contractor shall furnish and supply all labor and materials, in the quantity and of the quality required for the proper and timely performance of the Work under the Contract; all such materials shall be of the best kind and quality and subject to the inspection and approval of the Project Manager.

3.4 The Contractor shall strictly conform to the orders, instructions and directions given by the Project Manager, or the Owner's Representative, it being expressly understood and agreed that the decision of the Project Manager, or the Owner's Representative, on any questions arising in connection with the performance of the Work under Contract shall be binding and conclusive upon the Contractor.

3.5 The Contractor shall maintain an office at the Project site where orders and instructions may be delivered and shall give personal attention to the faithful performance of the Work of the Contract.

3.6 The Contractor shall employ a competent representative or superintendent on the job site 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 not change or substitute its job site representative or superintendent without the prior written consent of the Owner.

3.7 The Contractor shall supervise and direct the Work, and the Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of its work under the Contract. Before commencing the Work, the Contractor, when required by the Project Manager, shall submit for approval its proposed methods of prosecution of the Work, including the maintenance of both vehicular and pedestrian traffic; underpinning, bulkheading, shoring; sinking foundations; handling spoil; lighting; fencing; street surfaces; drainage; and all other branches of its work operation. Such approval is intended to safeguard the Owner's interest, but such approval will not be deemed to relieve the Contractor of its obligation or responsibility for the safe and proper conduct of the Work.

3.8 If at any time the Contractor's methods, workforce, or equipment appear to the Project Manager to be unsafe, insufficient, or inadequate for the proper performance of the provisions of the Contract, the Project Manager may order the Contractor to make such changes as the Project Manager may deem necessary, and the Contractor shall comply with such orders, but the failure of the Project Manager to make such demands shall not relieve the Contractor of its obligations under the Contract.

3.9 The Contractor is responsible for jobsite safety and shall initiate and maintain all safety precautions and programs in connection with the performance of the Agreement.

3.10 Performance of Work by the Contractor. The Contractor shall perform on the site and with its own organization and work force, at least 20% of the total amount of work to be performed under the Contract. The Contractor shall submit with its Bid a complete description of the Work it will perform with its own organization (e.g., earthwork, paving, brickwork, roofing, etc.), the percentage of the total work this represents, and the estimated cost thereof. The 20% amount may not be comprised solely of

the cost of supplying any materials or equipment which is required to be furnished under the Contract. Furthermore, the 20% amount when performed must be supported by the Contractor's certified payrolls.

3.11 Notwithstanding the acceptance and approval by the Owner of any work the Contractor shall continue to be responsible for the professional quality, technical accuracy and the coordination of all work under the Contract as set forth in Section 3.31. The Contractor shall, without additional compensation, correct any defects, deficiencies, or omissions in the Work.

3.12 The Owner's review, approval, or acceptance of, or payment for, any of the Work performed under the Contact shall not constitute any representation, warranty, or guaranty by the Owner as to the substance or quality of the Work reviewed, approved, or accepted, and shall not be construed to operate as a waiver or estoppel of any of the Owner's rights or privileges under the Contract, nor or of any cause of action arising out of the performance of the Contract. No Person shall rely in any way on such review, approval or acceptance by the Owner. The Contractor shall be and remain liable in accordance with the Contract and Applicable Law for all damages to the Owner caused by the Contractor or the Work under the Contract. Review, approval, or acceptance by the Owner or the Project Manager under the Contract shall not constitute approval otherwise required by any board, commission, or other regulatory agency in the exercise of such board's, commission's, or agency's independent regulatory authority of police powers under applicable law.

3.13 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 Project Manager, in which case it shall be interrupted only for such time as is necessary to provide temporary substitutes for surfaces disturbed by the construction and to restore street and sidewalk surfaces after the completion of the Work. Suitable bridges or other means of access shall be built and maintained to permit owners and occupants to reach their premises. Where necessary, the Contractor shall maintain proper and easy means for passengers to enter or exit public transportation. Where partial occupation of the street is allowed, materials and equipment shall be so placed as to ensure a minimum of interference with traffic; no materials shall be placed on the sidewalk within one foot of the curb line, and a clear sidewalk passage not less than 4 feet in width shall be maintained at all times. The Work shall be so conducted that annoyance to residents and interference with the normal use of the properties will be reduced to a minimum. The flow in gutters and inlets shall be maintained. When access to any adjacent property is temporarily cut off, owing to occupancy of the street by the Contractor, the Contractor shall render every assistance to the owner or occupant in handling materials of every description that must be delivered to or removed from such property, including recyclables, rubbish, and garbage, and such materials shall be taken to or from the nearest accessible point that, in the opinion of the Project Manager, is convenient for handling. No additional compensation will be allowed for the various items of expense above noted.

3.14 In navigable streams all work shall be carried on in full compliance with the requirements of Applicable Law. Movement of boats and vessels of all kinds shall be maintained unless the United States Department of the Army, or the United States Coast Guard, or any other governmental or quasi-governmental agency, authority or commission having jurisdiction under Applicable Law shall permit interference, and then only within the limits and times specified. Should the Contractor, during the progress of the Work, sink, lose, or throw overboard any material, plant, equipment, 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, the Contractor shall, under the direction of such authorities mark or buoy such obstructions until the same are removed. Upon the completion of any work affecting waterways of any character, all equipment and materials deposited in such waterways shall be removed unless otherwise ordered or permitted, so as to leave an unobstructed channel of the same width and depth and with the banks, retaining structures, or wharves in a condition equal to that existing before the beginning of work.

3.15 Fire hydrants shall be left at all times clear of obstructions and readily accessible to fire apparatus. No material or other obstructions shall be placed within 10 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.

Excavation 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 to the mains. Fire hydrants and any branch pipes 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.

3.16 Buildings, fences, trailers, and equipment erected or provided by the Contractor shall be neat in appearance. Except as provided herein, no advertising matter, other than Project information and the name and address of the Contractor, shall be displayed on the Work or any such buildings, fences, trailer or equipment.

3.17 The Contractor, at Contractor's own expense, shall erect and maintain all necessary barricades, and danger signs and signals. The Contractor shall keep the lights burning from sunset until sunrise, and shall provide security personnel as necessary for the safety of the public. The Contractor shall observe such rules relative to signals and safeguards as the police regulations, harbor regulations, and other Applicable Laws require.

3.18 In the event that the Work requires the closing of a City street or roadway, the Contractor shall first obtain a permit from the City's Department of Streets. When the Department of Streets gives permission to close a street or roadway during Contract operations and to divert the traffic therefrom, the Contractor, at the Contractor's sole expense, shall erect and maintain appropriate traffic and highway barricades, detour signs, and any other necessary traffic signs in order to safely protect vehicular and pedestrian traffic. The Contractor shall notify the Owner seven days prior to the date of starting work and one day prior to the date of completion. Copies of these notices shall be sent to the Traffic Engineer of the Department of Streets.

3.19 The Contractor shall, unless specified otherwise in the Construction Specifications, at Contractor's own expense, erect and maintain in a prominent position upon the Project site at a location approved by the Project Manager, a suitable sign, plainly lettered with the name and address of the Contractor, the character of the Work and the name of the Owner under which the Contract is being carried out. No advertising matter other than the signs above noted shall be displayed on the Work.

3.20 The Contractor shall provide means and appliances and shall enforce suitable rules for the safe prosecution of the Work and for the safety and health of the work force employed on it. The completed portions of the Work shall be kept clean and in a sanitary condition. The Contractor shall provide and maintain properly secluded sanitary conveniences, in accordance with existing regulations of the City's Department of Public Health, for the use of Contractor's work force, and the Contractor shall strictly enforce the exclusive use of them by its work force.

3.21 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 Contractor may not use streets for storing materials unless otherwise specifically authorized in writing by the Owner, or in the case of a City street, by a permit issued by the City's Department of Streets. Upon request of the Project Manager, the Contractor shall furnish a copy of any agreement for the use of a property or building for construction purposes, except where owned by the Contractor.

3.22 Work during the night shall be carried on with due regard to the comfort of, and so as to minimize any disturbance to, nearby residents, and the methods to carry out such work shall be subject to the approval of the Project Manager, who may, if conditions so require, order that no night work be done in specific localities. The Contractor's work force shall refrain from loud noises, calls, whistles, and the operation of air compressors, rock drills, riveting machinery, and blasting between the hours of 7:00 p.m. and 7:00 a.m., unless specifically permitted by the Project Manager.

3.23 In developed portions of the City, and elsewhere when ordered by the Project Manager, the Contractor shall use either electric, compressed air or internal combustion engine power. When

compressed internal combustion engines are used the exhaust shall be muffled. None but electric lights shall be used in or under buildings or anywhere on the Work below the surface of the street.

3.24 Permission for the use of City water shall be obtained directly from the Philadelphia Water Department ("PWD"). Water may be obtained through a hydrant attachment or as otherwise specified in the Construction Specifications. In all cases, the Contractor shall obtain and use such water in accordance with regulations of the Water Department, as the Contractor's sole expense. If the Contractor shall, at any time, waste water (as determined by the Project Manager) obtained from PWD, the Project Manager shall revoke permission for such use. No charge will be made by the Contractor for the use of water actually used for the construction work, unless specifically set forth elsewhere in the Construction Specifications.

3.25 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS. In the event of a conflict between any of the Contract Documents, the Contractor shall be required to adhere to and fulfill the most stringent requirements at its sole cost, and the Contract Documents shall otherwise have the following order of precedence in the event of a conflict between them:

3.25.1 The Specifications, including Project Manual.

3.25.2 The Plans.

3.25.3 The Invitation to Bid.

3.25.4 The General Conditions.

3.25.5 The Contract Form.

3.25.6 The Bonds.

3.25.7 The Funding Agency General Conditions.

3.26 PREVENTION OF DUST AND SMOKE

3.26.1 The Contractor shall keep the surface of the sidewalks and streets affected by its work, including decking and temporary paving, in a clean, neat condition. The Contractor shall sprinkle with water or otherwise treat the surface sufficiently to keep down any dust generated during the progress of work. Piles of dirt or other material shall not be left on the surface. The aforementioned requirements are not intended to take the place of the usual maintenance by PAID or duties of the City's Department of Streets but to supplement them. No fires of any kind or burning of debris on the site or adjacent to it will be permitted; the debris shall be disposed of off the Project site.

3.26.2 The Contractor shall comply strictly with the provisions of the Air Pollution Code (Title 3 of The Philadelphia Code).

3.27 If any blasting is involved in the performance of the Contract, the Contractor must obtain a blasting permit from the City's Department of Licenses & Inspections. Such permits will be issued only upon approval of the Fire Marshal and posting of bond or certificate of insurance covering personal injuries and property damage. Blasting may be done only by blasters duly licensed by the City. Storage of explosives and transportation of explosives to the site also require permits, which are issued by the Department of Licenses & Inspections, subject to prior approval of the Fire Marshal.

3.28 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 Project Manager 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. If operations are suspended on

account of freezing weather, the entire 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, left in good order, and continuously maintained by the Contractor during the period of such suspension.

3.29 SHOP DRAWINGS

3.29.1 The Contractor shall prepare and submit to the Project Manager, as specified in the Construction Specifications or as required by the Project Manager, all Shop Drawings, which shall include all details required to carry out the Plans and Construction Specifications.

3.29.2 By approving and preparing Shop Drawings and other similar submittals, the Contractor represents that it has determined and verified materials, field measurements, and field construction criteria related thereto and has checked and coordinated the information contained within such Shop Drawings and submittals with the requirements of the Contract Documents.

3.29.3 The Contractor shall not proceed with any portion of the Work until the Shop Drawings or other submittal which governs the Work has been approved. The Shop Drawings shall conform to standards specified by the Owner. Upon correction, if found necessary, and after approval, the Contractor shall furnish three or more prints of the Shop Drawings for construction purposes. After the completion of the Work, the documents shall be delivered to and become the sole property of the Owner for its unrestricted use. The approval of Shop Drawings shall not relieve the Contractor of responsibility for the proper fit of the Work, nor for its completion pursuant to the Contract Documents.

3.30 CO-OPERATION AND COORDINATION WITH OTHER CONTRACTORS

3.30.1 The Contractor shall have the duty to co-operate and coordinate with any other contractors on other work which is being performed concurrently on or adjacent to the Project site, including specifically PGW, or its contractors or any other non-City utilities or authorities, and shall afford reasonable facilities and access to them. The Project Manager will decide any matters in dispute as to the performance of the Work, including access to the Project site and priority of performance on either side of any division line between contiguous sections of the Project site where the Contractor and another contractor each work.

3.30.2 Where the Work or any portion thereof is performed by the Contractor as part of a “multiple-prime” project, or in conjunction or combination with other “prime” contractors, the Contractor shall have the duty to cooperate and coordinate its work with the work of each of the other prime contractors. The Contractor shall further have a duty not to delay, disrupt, interfere with, or otherwise retard the progress of the work of any of the other prime contractors.

3.30.3 It is expressly understood by the Contractor that, on “multiple-prime” projects, the Owner relies primarily, but not exclusively, upon the organization, management, skill, cooperation and efficiency of the “Contractor for general construction” (unless a different Contractor is otherwise designated in the Invitation to Bid and Construction Specifications) to oversee, coordinate, and plan the Work of all the other prime contractors, including, but not limited to, the prime contractors for electrical, mechanical, HVAC, and plumbing work, so as to complete the Work under all of the prime contracts in a timely and efficient manner.

3.30.4 The Contractor therefore expressly recognizes that the “Contractor for general construction” shall be the coordinating Contractor for all aspects of the multiple-prime contract work, including the scheduling of all such work. The Contractor shall have an explicit duty on “multiple-prime” projects to rely primarily upon the organization, management, skill, cooperation and efficiency of the “Contractor for general construction” to oversee, coordinate, and plan its work with the work of all of the other prime contractors, so as to ensure completion of the Work under all of the contracts, including the Contract, in a timely and efficient manner and without disruption and interference. It is expressly

understood by the Contractor, however, that the Owner is also relying upon the organization, management, skill, cooperation and efficiency of the Contractor so as to ensure completion of the Work under the Contract in a timely and efficient manner and without disruption and interference.

3.30.5 It is expressly understood by the Contractor that time is of the essence of this Contract. The Contractor agrees to diligently prosecute its work in coordination and cooperation with the Work of the other prime contractors and under the coordination of the "Contractor for general construction," without delay, interference, or disruption, so as to ensure the completion of the Contract work in a timely and efficient manner and in conformity with the schedule approved by the Owner under the Contract.

3.30.6 In the event that the Contractor shall unnecessarily delay, disrupt, or interfere with the Work of any of the other prime contractors, the Contractor shall be liable for the payment of all costs and expenses incurred by such prime contractor or prime contractors on account of such delay, disruption, or interference. The Contractor accordingly authorizes the Owner to deduct the amount of such costs and expenses from any monies due and owing to the Contractor under the Contract. The Contractor shall further assume all liability, financial or otherwise, in connection with its Contract and shall protect, defend, and hold harmless the Owner and the City from and against any and all damages or claims that may arise because of inconvenience, delay, interference, disruption, or loss experienced by the Contractor because of the presence and operations of other prime contractors working within the limits of the same multiple-prime project.

3.30.7 The provisions of this Section 3.8 shall be read in conjunction with any provisions in the Construction Specifications, the Proposal, and the Plans, and the provisions of this Section 3.8 shall take precedence over any other provisions in the Construction Specifications respecting the "coordination and cooperation" among prime contractors on a "multiple-prime" project, except where such other provisions shall impose greater duties upon the Contractor for coordination and cooperation.

3.31 CLEAN-UP OF PROJECT SITE

3.31.1 The Contractor and its Subcontractors shall remove all rubbish or refuse and all unused materials and tools from the Project site daily, if required by the Project Manager, and as the Work progresses the Contractor shall carefully clean and keep the Project site clean from such rubbish and refuse. The Contractor shall furnish to the Project Manager upon request all documentation regarding the proper disposal of all rubbish, soil, refuse, and other debris.

3.31.2 Before the Owner will approve the completion of the Work under the Contract, the Project site and any other place or places affected by the Work shall be thoroughly cleared of all construction and other debris and dust, and left clean, free from debris, construction plant, buildings, and materials; fit for travel or other proper use; and in as good condition as existed before the Work was begun. The Contractor shall re-sod or plant anew any grass plot or plots disturbed, and replace any shrubbery destroyed. Structures shall be broom clean, free from stains, spots or other blemishes, and ready for use, and all glass shall be washed. The clean-up work shall be governed by the record of existing conditions made and filed with the Owner prior to the commencement of work.

3.32 MAINTENANCE AFTER COMPLETION AND CONTRACTOR'S GUARANTEE

3.32.1 The Contractor shall guarantee the Work of the Contract against defects in materials and workmanship for a period of one year from the date of completion and acceptance of the Work by the Owner, unless a longer period is specified, and shall guarantee and warrant that all equipment shall perform in accordance with the specifications of the manufacturer and in accordance with the Construction Specifications.

3.32.2 When individual items of the Contract, including equipment, are formally accepted in writing by the Project Manager and used or operated by the Owner prior to the completion of

the total work under the Contract, the period of guarantee for such items shall be calculated from the date of final written acceptance of such items, provided, however, that the item of work and equipment is used or operated by the Owner for a period of 90 consecutive days following the date of acceptance without the occurrence of any defects, breakdowns, or faulty operation.

3.32.3 Paving, including curbs and footway, shall be similarly guaranteed for a period of five years from the date of completion and acceptance of the Work by the Owner.

3.32.4 If, within such one year or five year period of guarantee, any of the Work shall prove to be defective either in materials or workmanship, or if damage occurs by settlement of the backfill placed under this Contract, or if any part or parts of any equipment furnished shall prove to be inadequate, insufficient, or defective, either in design, materials, or workmanship, the Contractor shall immediately, upon demand of the Project Manager (whose decision as to such inadequacy, insufficiency, or defectiveness shall be binding and conclusive upon the Parties hereto), repair and replace the same in accordance with the Plans and Construction Specifications, and shall repair and replace any damage to other parts or structures at the Contractor's sole cost and expense, without cost or expense to the Owner, to the approval and satisfaction of the Project Manager.

3.32.5 Should the Contractor or its sureties fail to comply with the orders of the Project Manager to replace or repair defective materials, workmanship, or equipment as aforesaid within the time specified above, the Owner shall have the right to declare the Contractor or its surety, or both, in default and to proceed with the correction of the defect in accordance with the methods provided herein.

3.33 The Contractor shall take precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

3.33.1 employees on the Work and other persons who may be affected thereby;

3.33.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site or under the care, custody or control of the Contractor or the Contractor's Contractors or Subcontractors; and

3.33.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

3.34 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

3.35 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract Documents, 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 sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

3.36 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of explosives or other hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner reasonable advance notice.

3.37 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Contractor..

3.38 The Contractor shall designate in writing to the Owner a responsible individual whose duty shall be the prevention of accidents.

3.39 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

3.40 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work, as necessary, from injury by any cause.

3.41 The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

3.42 HAZARDOUS MATERIALS

3.42.1 Hazardous material or substance shall mean any substances, chemicals, materials or elements that are prohibited, limited, or regulated by any federal, state, interstate, and local laws, statutes, codes, rules, and regulations pertaining to the protection of land, water, air, health, safety, or the environment, whether now or in the future enacted, promulgated, or issued (the "Environmental Laws"), or any other substances, chemicals, materials or elements that are defined as "hazardous" or "toxic," or otherwise regulated under the Environmental Laws. The term hazardous material or substances shall also include any substance, chemical, material or element (i) defined as a "hazardous substance" under CERCLA, as amended by SARA, and as further amended from time to time, and regulations promulgated thereunder; (ii) defined as a "regulated substance" within the meaning of Subtitle I of the Resource Conservation and Recovery Act and regulations promulgated thereunder; (iii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, or listed pursuant to Section 307 of the Clean Water Act; (iv) defined as "hazardous," "toxic," or otherwise regulated, under any Environmental Laws adopted by the Commonwealth of Pennsylvania, or its agencies or political subdivisions; (v) which is petroleum, petroleum products or derivatives or constituents thereof; (vi) which is asbestos or asbestos-containing materials; (vii) the presence of which requires notification, investigation or remediation under any Environmental Laws or common law; (viii) the presence of which at or about the Project site causes or threatens to cause a nuisance upon the Project site or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Project site; (ix) the presence of which on adjacent properties would constitute a trespass; (x) which is urea formaldehyde foam insulation or urea formaldehyde foam insulation-containing materials; (xi) which is lead base paint or lead base paint-containing materials; (xii) which are polychlorinated biphenyls or polychlorinated biphenyl-containing materials; (xiii) which is radon or radon-containing or producing materials; or (xiv) which by any laws of any governmental authority requires special handling in its collection, storage, treatment, or disposal. The term hazardous material or substance shall not include any of the above described substances, chemical, materials or elements in less than reportable quantities, the presence of which does not violate applicable law, and which are stored, used and disposed of in accordance with applicable Environmental Laws.

3.42.2 The Contractor shall take reasonable precautions to prevent personal injury and property damage resulting from unidentified hazardous materials or substances (as defined in this Section 3.41) which may be encountered on the site by the Contractor.

3.42.3 If the Contractor encounters unidentified hazardous materials or substances on the site, Contractor shall:

3.42.3.1 immediately stop work in the affected area; and

3.42.3.2 report the condition of the Owner as soon as practicable, and follow-up with a written notification to the Owner within five days of discovering the hazardous materials or substances on the site; and

3.42.3.3 take all lawful actions to prevent and/or minimize personal injury and property damage from the hazardous material or substance on the site.

3.42.4 Obligations After Notification

3.42.4.1 Following notification by the Contractor under section 3.41.2.2, the Owner shall obtain the services of an environmental consultant to verify the presence or absence of the previously unidentified hazardous waste material or substance reported by the Contractor and, in the event such hazardous material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor shall promptly reply to the Owner in writing stating whether or not the Contractor has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a Person proposed by the Owner, the Owner and Contractor shall confer and select another to whom the Contractor has no reasonable objection.

3.42.4.2 When the hazardous material or substance has been rendered harmless, work in the affected area shall resume upon written agreement of the Owner and the Contractor. The Contract Time shall be extended appropriately, and the Contract Price shall be increased in the amount, if any, of the Contractor's reasonable additional costs attributable to shutdown, delay and start-up, which adjustments shall be accomplished as provided in Articles 5 and 8.

3.42.4.3 The term "rendered harmless" shall be interpreted to mean that levels of the hazardous material or substance has been remediated to the applicable exposure standards, removed from the site, or safely contained.

3.42.5 If the Project requires the importation of fill material, the Contractor agrees to use only clean fill at the site, as defined by the regulations and guidance administered by the Pennsylvania Department of Environmental Protection. The Contractor shall not use any fill or other materials in the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

3.42.6 The Owner shall not be responsible for hazardous materials and substances brought to the Project site by the Contractor or any Subcontractor, any material supplier, or any entity for whom any of them is responsible. Contractor shall be solely responsible for the testing, remediating, removal or safe containment of any hazardous materials or substances brought onto the Project site by the Contractor and any Subcontractor, any material supplier, or any entity for whom any of them is responsible.

3.43 EMERGENCIES

3.43.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's reasonable discretion, to prevent threatened damage, injury or loss.

3.43.2 Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 8.

3.44 The Contractor must enforce on the work sites, a substance abuse policy which, at a minimum, provides for the following elements and features:

3.44.1 Develop and implement a substance abuse policy.

3.44.2 Enforce in a responsible manner the policy on substance abuse.

3.44.3 Maintain in strict confidentiality and in a secure restricted access file any of the records developed in the course of the substance abuse program.

3.44.4 All costs related to this testing policy are the full responsibility of the Contractor.

3.45 CERTIFIED PAYROLLS

3.45.1 The Contractor shall submit the official City of Philadelphia Certified Payroll Forms concurrently with submitting its monthly Payment Applications.

3.45.2 The original forms must be mailed to the City's Labor Standards Unit which is located at the following address:

Philadelphia Labor Standards Unit
City Hall, Room 205
Philadelphia, PA 19107

3.45.3 In addition, proof of certified payroll submittal (in the form of a copy of the transmittal letter) must accompany all Payment Applications sent to the Owner for payment. The actual certified payroll forms should not be sent to the Owner.

3.46 TAXES

3.46.1 The Contractor shall pay all sales, consumer, use and similar taxes for the Work provided by the Contractor which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

3.46.2 In the event the Project is exempt from state and local sales and/or use taxes, Contractor shall, and shall cause all Subcontractors to, separately maintain complete, accurate and segregated records of all material and equipment furnished and supplied for the Project including, without limitation, all purchase orders, receipts, cancelled checks, records of electronic payment, and such other documents as may be required to fully document and support exemption from state and local sales and/or use taxes.

3.47 EXCESS EXCAVATION.

3.47.1 Upon excavation, excess excavated material of whatever type, including excavated soil and asphalt, becomes the sole property of the Contractor.

3.47.2 The Contractor may reuse excess excavated material on the Project site, provided, however, that such material satisfies the engineering specifications for its intended reuse and that such material satisfies the requirements of the Management of Fill Policy set forth by the Pennsylvania Department of Environmental Protection (PADEP Document Number 258-2182-773, dated August 7, 2010).

3.47.3 If the Contractor does not or cannot use the excess excavated material on the Project site, then the Contractor must remove the excess material from the Project site and from the Philadelphia Navy Yard unless prior written approval has been provided by the Owner.

3.47.4 In all situations, the Contractor must comply with all applicable federal, state, and local laws, rules, and regulations regarding the handling, use, and disposal of excavated materials.

ARTICLE 4

CONTRACT PRICE

4.1 The Contract Price shall in no event exceed the sum of the Contractor's Bid Price.

4.2 The Owner shall confirm the Contract Price in the Notice of Contract Award.

4.3 The Contract Price shall be as specified in the Bid Proposal and Invitation to Bid.

4.4 The Owner shall pay the Contractor the Contract Price in accordance with Article 9 in consideration for the Contractor's satisfactory performance and completion of the Work in accordance with the Contract Documents.

4.5 The Contract Price shall each cover the supply and 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 Contract Documents; of all administration, project management, supervision, superintendence, and insurance; and of any loss or damages arising out of the nature of the Work, from the action of the elements, from any unforeseen difficulties encountered in the prosecution of the Work, and from risks of all kinds connected with the Work, except as otherwise specifically provided in the Contract Documents.

ARTICLE 5

TIME, CONSTRUCTION SCHEDULE & DELAYS

5.1 The times set forth in the Contract Documents for the performance of the Work or any portion thereof are essential elements of the Contract. UNLESS OTHERWISE SPECIFIED, TIME IS OF THE ESSENCE FOR THE CONTRACT.

5.2 COMMENCEMENT DATE & COMPLETION DATE

5.2.1 The Contractor shall begin performance of the Work on the date specified by the Owner in the Notice to Proceed.

5.2.2 Any delay or postponement in the issuance of the Notice to Proceed shall not entitle the Contractor to an extension of the Contract Time and shall not give rise to any claim for delay, disruption, or interference by the Contractor. The Contractor's remedies in the event of a delay or postponement in the issuance of the Notice to Proceed shall be governed solely by 62 Pa.C.S. § 3912.

5.3 CONTRACT TIME

5.3.1 The Contractor shall complete the Work within the time (the "Contract Time") specified in the Invitation to Bid or the Construction Specifications and the Notice to Proceed.

5.3.2 The Contract Completion Date shall be determined by reference to the date of the issuance to the Contractor of the Notice to Proceed and shall be identified in the Notice to Proceed.

5.3.3 In submitting a Bid, the Contractor acknowledges and agrees that the Contract Time is a reasonable period for performing and completing the Work.

5.4 SCHEDULE

5.4.1 Except as may otherwise be required by the Construction Specifications, within 30 days after notice of contract award and before starting work, the Contractor shall prepare and submit to the Project Manager, a written and detailed construction schedule which shall, at a minimum, indicate the milestone dates on which the Contractor intends to start and end each of the principal items of work under the Contract and which shall indicate generally how the Contractor intends to complete the Work under the Contract within the Contract Time.

5.4.2 The Contractor's construction schedule shall include a schedule or timeline for submission of Shop Drawings or other submittals to the Owner, which shall be coordinated with the overall construction schedule and which allows for a reasonable time for the Project Manager to review the submittals or such time as the Project Manager may otherwise require pursuant to any of the Contract Documents. The Contractor's construction schedule shall in no event exceed the time allotted for completion of the Contract.

5.4.3 From time to time, the Contractor shall revise and update its construction schedule to show changes to the schedule and any agreed revisions to the Contract Time.

5.4.4 The Contractor acknowledges that its failure to submit a written schedule to the Project Manager, as herein provided, shall preclude the assertion of any claim for delay or interference to Contractor's schedule or prosecution of the Work and shall further preclude the assertion of any claim or request for an extension of the Contract Time.

5.5 DELAYS AND TIME EXTENSIONS.

5.5.1 The Contractor shall be entitled to a reasonable extension of time for completion of the Work on account of unavoidable delays or interference in completion of the Contract caused by:

5.5.1.1 Any acts or omissions of the Owner which occur subsequent to the issuance of the Notice to Proceed and which cause delay in the completion of the Contract, by failure to give possession of the site, by changes in the Plans and Construction Specifications, or by requiring for any cause the suspension of the Work under the Contract, except where such suspension is the result of a default or other act or omission by the Contractor.

5.5.1.2 Causes not reasonably foreseeable by the Parties at the time of the execution of the Contract and which are entirely beyond the control and without the fault or negligence of the Contractor, including, but not limited to, acts of God, acts of the public enemy, acts of governmental authorities, quarantine restrictions, general strikes throughout the trade or freight embargoes not caused or participated in by the Contractor, fire, floods, pandemics and weather of unusual severity, such as hurricanes or tornadoes.

5.5.2 Delays caused by the Contractor's Subcontractors shall not, in themselves, be cause for an extension of time by the Owner. To warrant an extension of time, such delays must be occasioned by the same causes specified in this Section 5.4.

5.6 NOTICE OF DELAYS

5.6.1 Within five days after the beginning of any delay or interference to its construction schedule, the Contractor shall notify the Project Manager in writing of the occurrence of the delay or interference, stating with reasonable particularity the cause or causes of the delay or interference and the Contractor's intention to seek an extension of time.

5.6.2 Any claim by the Contractor for a time extension must be made in writing to the Project Manager within ten days after the conclusion of the delay or interference for which a time extension is requested or the Owner will not consider such claim.

5.6.3 No time extension will be granted for any delay or interference which was incurred more than five days before the Contractor gave written notice as required above.

5.7 REQUEST FOR TIME EXTENSIONS

5.7.1 Before the Project Manager reviews a claim for a time extension, the Contractor shall demonstrate in writing the effect of the delay or interference on the Contractor's construction schedule, including plotting such effect on the Contractor's critical path documents, showing graphically therein the effect on the Contract completion date. This depiction of the delay or interference must accompany the written claim for a time extension.

5.7.2 If the Project Manager determines that an extension of time is in order, the time allowed for any delay will be added to and will correspondingly extend the Contract Time for completion and adjust any Contract completion milestones set forth in the Invitation to Bid or the Construction Specifications.

5.7.3 The Contractor agrees that a time extension granted by the Project Manager shall be its sole remedy for a delay or interference and shall operate as a full and complete release of any claim by Contractor for any and all costs and expenses related to or arising out of the event giving rise to the delay or interference.

5.8 NO DAMAGE FOR DELAY. NOTWITHSTANDING ANYTHING TO CONTRARY CONTAINED HEREIN, THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT THERE SHALL BE NO PAYMENT OR COMPENSATION OF ANY KIND TO THE CONTRACTOR FOR DAMAGES OR COSTS ARISING FROM ANY DELAY OR INTERFERENCE WHETHER SUCH DELAY BE AVOIDABLE OR UNAVOIDABLE. CONTRACTOR FURTHER AGREES AND ACKNOWLEDGES THAT ITS SOLE REMEDY, IN THE CASE OF DELAYS OR INTERFERENCES TO ITS CONSTRUCTION SCHEDULE WHICH ARE ATTRIBUTABLE TO OWNER, SHALL BE A REASONABLE EXTENSION OF THE CONTRACT TIME.

5.9 LIQUIDATED DAMAGES

5.9.1 If, for reasons other than those set forth in Section 5.5, any portion of the Work remains uncompleted after the Contract date specified for its completion, notwithstanding Substantial Completion of the Work, the Project Manager shall deduct from payments due the Contractor, as liquidated damages, an amount of $1,000 per diem, except where a different amount is specified in the Invitation to Bid or the Construction Specifications.

5.9.2 Any specified per diem delay damages are assessed as agreed liquidated damages because the Parties have considered the difficulty of determining the Owner's actual damages and agreed that computation of the Owner's actual damages is impossible.

5.9.3 If a delay is due to causes which the Contractor considers extraordinary or beyond its control, the Contractor must give timely notice thereof in writing as specified in this Article.

5.9.4 The imposition of Liquidated Damages shall not be construed to apply to claims, offsets, credit change orders, and/or chargebacks which the Owner may assert or assess against the Contractor for the reimbursement or recovery of any costs incurred by a different contractor on the Project due to the fault or delay of the Contractor. In all such cases, the Owner shall not be limited to any specified per diem amounts but shall be permitted to seek recovery or reimbursement of the full amounts incurred by any non-delaying contractor.

ARTICLE 6

SUBCONTRACTS

6.1 Within 15 days after execution of the Contract, the Contractor shall submit in writing to the Project Manager the names of all Subcontractors who will perform any work on the Contract or who will supply any materials or equipment for the Contract.

6.2 All proposed Subcontractors who have not been pre-approved by the Owner may be approved by the Project Manager if in his or her opinion such proposed Subcontractor is reliable, responsible and competent to perform the Work in compliance with the Contract Documents.

6.3 The Owner, acting in its sole discretion, reserves the right to reject any Subcontractor.

6.4 The Owner shall have no liability to the Contractor for additional compensation under the Contract, or otherwise, in connection with the substitution of a Subcontractor for any proposed subcontractor rejected by the Owner pursuant to this Article.

6.5 The Contractor shall be as fully responsible to the Owner for the acts and omissions of its Subcontractors, as it is for the acts and omissions of the Contractor.

6.6 Contractor specifically understands and acknowledges and agree that no Subcontractor utilized by the Contractor shall have any right or claim against the Owner to any monies due and owing to the Contractor for the performance of work under the Contract.

6.7 Each Subcontract for any portion of the Work is hereby assigned to the Owner provided that (a) such assignment is effective only after termination of the Contract by the Owner and only for a Subcontract which the Owner, acting in its sole discretion, accepts by issuing notice to such Subcontractor and to the Contractor; and (b) such assignment, if exercised, is subject to the prior rights of the surety, if any, obligated under a bond relating to this Contract. The exercise of the foregoing option for an assignment shall be in the Owner's sole discretion, the Owner having no duty or obligation to the Contractor, such Subcontractor or any surety, to exercise or decline to exercise the foregoing option for an assignment. The Contractor shall incorporate the foregoing option for an assignment into each Subcontract for any portion of the Work.

ARTICLE 7

SURFACE, SUBSURFACE AND OVERHEAD STRUCTURES

7.1 The term “structures” used in this Contract shall apply to all surface, underground, and above-ground structures of whatever character within the Project site or immediately adjacent thereto, including buildings situated in or adjacent to the excavation. Where these structures are shown or indicated on the Plans, the information provided is in accordance with the information in the possession of the Owner, but is approximate only. Such data are not warranted or guaranteed by the Owner to be either complete or correct, and the Contractor shall and must assume, and adjust its Bid to account for, all risks resulting from conditions in the field that differ from the approximation shown.

7.2 All structures, unless specifically designated by the Project Manager to be abandoned or relocated, shall be supported and protected at all times from destruction or 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 condition as existed before the injury was done. All such support and protection work, and also such alterations of any structures as the Contractor may carry out 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. The Owner makes no covenant, representation or warranty as to the right of the Owner or the Contractor to carry out any such support or protection work, or any alterations of any structures for the Contractor’s own convenience; all such work being in any and all events subject to the consent and approval of the owner or owners of such structures.

7.3 If, in the course of the Work, the Contractor determines that any of the existing structures occupy space required by the structure or its appurtenances to be constructed under the Contract, or that such structures are so situated as to render it impracticable, in the opinion of the Project Manager, to do the Work called for under the Contract in the manner specified, the Contractor shall excavate and uncover the portions of such structures in service and shall notify the Project Manager, who will, if reasonably practicable, arrange for the alteration, relocation or removal of the interfering structures or appurtenances within a reasonable time. The Contractor shall not move nor disturb such structures in any way without prior approval by the owners thereof, and the approval of the Project Manager. Any such action by the Contractor shall be at the Contractor’s sole cost, risk and expense. Structures belonging to the public utility companies, which are ordered by the Project Manager to be removed or relocated, will be so removed or relocated and permanent supports placed, in general by their owners without cost to the Contractor. The Contractor, however, shall support and protect them up to the time of their removal, shall co-operate with such owners during the process of relocation, and shall maintain and protect such structures if and when such structures are relocated within the Project site or immediately adjacent thereto. Such work shall be done without additional compensation. Sewers, water pipes, electrical conduits, and other City-owned structures shall be altered, 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 unless otherwise specifically provided for. If the Project Manager approves a request by the Contractor to effect a temporary or permanent relocation of structures for Contractor’s own convenience, and satisfactory arrangements can be made with the owners thereof, the Contractor may carry out such work at its own expense.

7.4 In the case of structures the service of which is permanently abandoned, the Project Manager will designate which such structures or portions of such structures the Contractor may salvage and which the Contractor may abandon in place on the Project site, including in the trench. The Contractor shall remove and deliver to a designated point of storage materials 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. Structures designated as abandoned shall become the property of the Contractor, and shall be removed from the work, unless the Project Manager has approved abandonment of such structures in place on the Project site.

7.5 CO-OPERATING WITH PUBLIC UTILITY COMPANIES AND CITY DEPARTMENTS

7.5.1 The Contractor shall at all times during the performance of the Work fully comply with the Underground Utility Line Protection Law (Act 287 of 1974, as amended by Act 187 of 1996), otherwise known as the PA One Call System.

7.5.2 The Contractor shall co-operate with other contractors and with the employees, officers, and agents of the Owner, the City or the various public utility companies which own, operate, or have supervision over the underground or above-ground structures encountered by the Contractor, and shall conform to the requirements of the owners of such structures in regard to their safe maintenance. The Contractor shall give to authorized representatives of the Owner, the City, and public utility companies unrestricted access at all times to the excavation and site to inspect the condition and support of their structures at no additional cost to the Owner. Suitable arrangements shall be provided to facilitate access to valves and manholes if necessary. Ventilation openings shall be provided where gas is likely to accumulate. Where structures are to be constructed by the Contractor under the facilities of any public utility, the Contractor shall make suitable arrangements with the public utility company for the removal or support and maintenance of such facilities at no additional cost to the Owner.

7.6 The Contractor acknowledges that the underground location of conduit and cables for traffic signals at intersecting streets is not ordinarily shown on the Plans for the Work. Where traffic signals are indicated on the Plans, but the location of connecting conduit or cables for the signals is not shown, the Contractor shall nonetheless assume that there are underground conduit and cables that may affect or interfere with the performance of its work and the Contractor shall adjust its Bid accordingly.

7.6.1 The Contractor shall support and maintain in their present locations, or in approved temporary locations, any existing traffic control masts, signals, apparatus, and their connecting underground or above-ground conduits and cables, in such condition as 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 Owner or the City's Department of Streets, as applicable.

7.6.2 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 Project Manager.

7.6.3 Upon the restoration of surface conditions, the Contractor shall restore the equipment, including underground or above-ground conduits and cables and electrical connections, to its original position and condition. This work, except new masonry, shall be done without additional compensation to the Contractor.

7.7 The Contractor shall coordinate the securing and vacating of vaults interfering with the work with the City; but reasonable time shall be allowed the owners for the removal of materials and of any mechanical or other equipment that may be installed therein. These vaults will be vacated to the extent necessary, in the opinion of the Project Manager, to do the Work called for under this Contract, including underpinning. The Contractor shall make arrangements with the owners of such vaults in regard to its occupation thereof and shall give the owners at least 2 weeks notice of Contractor's intention to remove or break into the walls.

7.8 Whenever it is necessary to remove, relocate, or adjust street lighting units, or poles on City of Philadelphia streets, the work shall be reviewed and approved by the Owner or the City's Department of Streets – Street Lighting Division, as applicable. All such street lighting work shall be performed at the sole expense of the Contractor and at no additional cost to the Owner, unless otherwise pre-approved in writing by the Project Manager.

ARTICLE 8

CHANGES

8.1 When quantities of the various classes or components of work and materials required under the Contract are stated in the Invitation to Bid or elsewhere, such quantities are estimated and approximate, except where otherwise stated to the contrary. When stated in the Invitation to Bid or a Bidder's Proposal, quantities are given only for the purpose of comparing the Bids on a uniform basis. The Owner does not guarantee that such estimated quantities will correspond to the actual quantities ultimately required to complete the Work, and the Contractor waives and releases Owner from any claim for damages, for anticipated profit, or for loss of profit of the Contractor in the event that actual quantities used to complete the Work under the Contract vary from the estimates in the Invitation to Bid.

8.2 The Owner reserves the right to increase or decrease the quantities or to entirely omit any of the items as contained in the Invitation to Bid to the extent found necessary by the Project Manager.

8.3 If changes to the Work or the requirements of the Plans or Construction Specifications are deemed necessary by the Project Manager, in order to carry out and complete the Work covered by the Contract Documents, the Project Manager may by notice to the Contractor order alterations to or changes in the Work covered by the Contract Documents, and the Contractor shall promptly comply with such orders.

8.4 No changes or alterations to the Work shall be made or performed by the Contractor except upon prior written orders from the Project Manager authorizing the change and a Change Order fixing the additional compensation or deduction therefore, except where the order authorizing the change states that the method of compensation or deduction shall be determined at a later date.

8.5 If the Contractor is of the opinion that any work required or ordered by the Project Manager violates the terms and provisions of the Contract or is not called for under the Contract Documents, the Contractor shall promptly notify the Project Manager, in writing, of its contentions with respect thereto and shall request a final determination thereof.

8.6 Where the Project Manager orders additions to or deletions from the Work, or where changes are ordered in writing in the design of the Work, or the requirements of the Plans or Construction Specifications which increase or reduce the cost of the Work to the Contractor, adjustment in compensation therefore shall be made to cover the additional Work required or the Work reduced, in accordance with a written order of the Project Manager.

8.7 CHANGE ORDER BY AGREEMENT – UNIT PRICES

8.7.1 For extra or deleted work ordered by the Project Manager, for which applicable unit prices are provided in the Invitation to Bid, payment or deduction shall be made in accordance with the applicable unit prices bid.

8.7.2 When the final quantity of work performed on a unit price bid item differs substantially (twenty-five percent (25%) or more) from the previously estimated bid quantity, the Project Manager will review the price contained in the Bid and the actual work performed by the Contractor and may, in his or her sole discretion, determine if an adjustment is appropriate.

8.7.3 Where the Project Manager deems an adjustment appropriate, the Contractor shall:

8.7.3.1 substantiate that the Bid unit price remains fair and reasonable despite the substantial change in quantity; or

8.7.3.2 in the case of a substantial underrun compared to the previously estimated bid quantity, negotiate a revised unit price for all the work actually completed; or

8.7.3.3 in the case of a substantial overage compared to the previously estimated bid quantity, negotiate a revised unit price for that portion of the actual work completed in excess of one hundred twenty-five (125%) of the previously estimated bid quantity.

8.7.4 This provision shall not be deemed, however, to vest in the Contractor any rights to any adjustment.

8.8 CHANGE ORDER BY AGREEMENT – CONTRACTOR COST PROPOSALS

8.8.1 For extra or deleted work ordered by the Project Manager, for which neither the unit prices bid nor the prices for contingent work are applicable, payment or deduction for extra or deleted work shall be made by mutual agreement of the parties, after the Contractor's submission of a detailed cost proposal, which shall detail the cost or appropriate credit for materials, labor, subcontract costs, overhead and profit, as well as any proposed changes to the Contract Time.

8.8.1.1 Allowable overhead and profit mark-ups for labor, materials, and subcontract costs shall be limited to 20%, 15%, and 5% respectively in the Contractor's cost proposal.

8.8.2 The Contractor shall submit its cost proposal for the change or alteration within 20 days after the Project Manager gives notification to the Contractor of the intended change or alteration. Thereafter, a formal Change Order will be executed and signed by the Owner reflecting the change or alteration and the additional cost or reduction negotiated by both Parties.

8.8.3 A Change Order negotiated and agreed to by the Contractor and the Owner and then executed as a Change Order by the Owner and the Contractor shall be deemed to cover all of the Contractor's costs associated with the change or alteration to the Work, as reflected in the Change Order, including all costs and expenses incurred by the Contractor for time, material, labor, and extended or field office or home office overhead.

8.8.3.1 Any Contract Time extension granted by the Owner for the Change Order shall be the sole time extension granted for the change or alteration and for which Contractor is entitled, and no other time extension shall be granted by the Owner in connection with the Work reflected in such Change Order.

8.8.3.2 No loss of profit on account of any changes or alterations to the Work or on account of work not executed or performed by the Contractor will be allowed, except that the Contractor may be entitled to an extension of time on account of changes or alterations to the Work, provided that the Contractor satisfies the requirements set forth in Article 5.

8.8.4 The Contractor agrees and acknowledges that a Change Order shall operate as a full and complete waiver, release, and discharge of any and all claims of the Contractor related to or arising out of such change or alteration, whether such change or alteration is considered individually or cumulatively, including, but not limited to, any claim by the Contractor for extended home office overhead, extended field office overhead, time-impact costs, schedule delay costs, acceleration costs, compression costs, loss of productivity costs, extra work, additional work, and interference costs, or any combination of such costs.

8.9 DISPUTED CHANGE ORDER

8.9.1 If, after submission of a cost proposal, the Owner and the Contractor cannot agree upon a price within a reasonable amount of time, or if the Contractor disputes the applicability of unit prices or contingent prices, the Project Manager may direct the Contractor to perform or complete the

extra or additional work notwithstanding that there is no agreement between the Parties as to price, and the Contractor shall proceed to perform the Work so as to avoid any delay or interference to the progress of its work.

8.9.2 In all such cases, the Contractor shall promptly comply and maintain proper force account time sheets and records in accordance with Section 8.11.

8.9.3 The Project Manager shall also process a Change Order in an amount determined to be reasonable, necessary, and appropriate.

8.9.4 If the Contractor does not agree with the amount processed by this Disputed Change Order, the Contractor must notify the Project Manager within 10 days of issuance of the Disputed Change Order that it is proceeding under protest and that it reserves the right to submit a Claim for the cost of the disputed work. Any such Claim shall be decided in accordance with Article 14.

8.9.5 In all cases of Disputed Change Orders which are protested by the Contractor, the Contractor shall submit to the Project Manager, within five days after completion of the Work, a detailed cost proposal which shall detail the costs of materials, labor, overhead and profit, actually expended by the Contractor for the Work, as well as any changes to the Contract Time.

8.10 DISPUTED WORK

8.10.1 If the Contractor believes that certain work is extra or additional and if the Project Manager determines that the work in question is instead work required under the Contract Documents and is not “extra” work, or that the order complained of is proper, the Project Manager will direct the Contractor to proceed with the work in dispute.

8.10.2 In all such cases, the Contractor shall promptly comply and maintain proper force account time sheets and records in accordance with Section 8.11.

8.10.3 In order to preserve its right to claim compensation for such disputed work or damages resulting from compliance with such an order, the Contractor must notify the Project Manager in writing, within five days of receiving notice from the Project Manager of this final determination, that the work is being performed or that the determination and direction is being complied with under protest.

8.10.4 Furthermore, in order to claim an adjustment in the Contract price for work performed under protest, the Contractor must submit in writing to the Project Manager, within five days after completion of the work in question, the nature and precise amount of compensation sought for the work, as well as copies of all force account time sheets and records compiled by the Contractor for the work.

8.10.5 Failure of the Contractor to so notify the Project Manager of both its protest and its claim for compensation shall be deemed as a full and final release and waiver of any claim for extra compensation or damages thereof.

8.11 FORCE ACCOUNT

8.11.1 Payment under “Force Account” will be for the reasonable, actual and necessary direct cost of the Work in accordance with the orders of the Project Manager, and in addition thereto the percentage of such cost hereafter stated. “Reasonable, actual and necessary direct cost” shall be deemed to include the following:

8.11.1.1 Wages of forepersons, equipment operators and skilled and semi-skilled and common laborers directly assigned to the specific operation at actual payroll rate of wages per hour and actual fringe benefits paid, labor taxes as established by law, and workers

compensation and employers liability insurance, for each hour that such employees are actually engaged in the performance of the authorized work and, if directed, overtime, as provided by existing laws and regulations, as well as other insurance premium expenses, including but not limited to premiums for general liability insurance, where the such insurance premium expenses are a direct function of the foregoing wages, but only to the extent such insurance premium expenses derive solely from the foregoing wages.

8.11.1.2 The reasonable actual expenditure for materials (including sales tax paid, if applicable), used up or incorporated in the Work.

8.11.1.3 For any equipment, including machinery and trucks, mutually deemed as necessary for the performance of the Work, the Project Manager shall allow the Contractor reasonable rental rates, computed as follows: (i) for all equipment rented, the Contractor will be reimbursed the reasonable actual costs based upon the receipts provided, plus an allowance for operating cost as provided herein; (ii) for all equipment owned, including pumps and compressors, a reasonable hourly rate will be determined by using the reasonable monthly rental rates taken from the current edition (with updated supplements) of the Rental Rate Blue Book for Construction Equipment and dividing it by 176; an allowance may be made for operating costs for each and every hour the machinery or equipment is actually operated in accordance with the rates listed in the aforesaid rental book; if the machinery or equipment is required to be at the work site, but is not operated, the Contractor may be compensated at the reasonable hourly rental rate, exclusive of operating costs. The Contractor will be allowed to add to the above rates the reasonable predominate areas adjustment percentage for the state as shown on the area adjustment map contained in the Rental Rate Blue Book for Construction equipment. In the case of any machinery or equipment not referred to in the Rental Rate Blue Book for Construction Equipment, a monthly rental rate shall be computed on the basis of an amount that is the equivalent of 6% of the manufacturer's list price for the sale (new) of such equipment; the hourly rate in such cases will be determined by dividing the monthly rate by 160 when actually operating, and by 176 when at the Project site, but not operating, to which no percentage shall be added. The above rates shall be for the time such equipment is required on the Project site for the performance of force account work exclusively.

8.11.2 To the reasonable, actual and necessary direct cost of the Work done under Force Account as noted above, 20% will be added to the expenditure for labor and 15% will be added to the expenditure for materials, excluding sales tax. No additions will be allowed for equipment costs, whether such equipment is rental or Contractor-owned. These percentages shall be deemed to cover the cost of heat, light, bond or bonds, use and up keep of small hand tools, administration, engineering, field and office superintendence, home office and site overhead, extended general conditions, non-payroll taxes, insurance (including general liability and non-payroll insurance), 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 such work and the furnishing of such materials and for all expense in connection therewith and incidental thereto.

8.11.3 Should the Contractor subcontract any portion of the Work, with the prior written approval of the Project Manager, payment for that portion will be computed as the reasonable, actual and necessary costs defined above (exclusive of any profit to the Subcontractors), plus the percentages allowed, plus 5% mark-up of the total paid to the Subcontractor. No additional percentage mark-up by or for any additional tiers of Subcontractors will be allowed.

8.11.4 The Contractor shall submit daily a statement in duplicate of work done on a Force Account basis within 24 hours of the time the w is done, and representatives of the Project Manager and the Contractor shall make daily comparison of the time and rates of labor, material used, etc., as shown therein. After correction, if necessary, this comparison shall be signed by each and filed with the Project Manager and the Contractor. The Contractor shall submit to the Project Manager monthly, prior to each Payment Application, four copies of an itemized statement of the amount and value of labor and materials furnished, accompanied by the original invoices for work performed under a Subcontract, and by an affidavit certifying the correctness of such statement.

8.11.5 The Project Manager shall have access to any books, vouchers, time sheets, records, and memoranda showing the labor employed and the materials actually used on the specific operation and the actual net cost thereof, for the Contractor and any Subcontractor(s). Daily force account time sheets must include the name and job titles of employees, actual starting and quitting times, and the total number of hours worked each day by each employee.

8.11.6 Work done under Force Account shall be subject to all of the requirements of the Contract. It shall be prosecuted in an orderly, reasonable, and economical way, and the prices paid for labor and material and the method of prosecuting the work shall be subject to the approval of the Project Manager. Neither work nor material will be paid for under Force Account unless it is ordered as such in writing.

ARTICLE 9

PAYMENT

9.1 SCHEDULE OF VALUES

9.1.1 Where the Contract Price is a lump sum amount, the Contractor shall submit to the Owner within 10 days after Notice of Contract Award an initial Schedule of Values allocated to various divisions or phases or portions of the Work prepared in such form and supported by such data to substantiate its accuracy.

9.1.2 This Schedule of Values, unless objected to by the Owner, shall be used as a basis for reviewing and preparing the Contractor's Payment Applications.

9.1.3 The Schedule of Values may be updated periodically to reflect changes in the allocation of the Contract Price.

9.1.4 To ensure the inclusion of accurate data in the Schedule of Values, the Contractor shall prepare a trade payment breakdown for the Work, such breakdown being submitted on a uniform standardized form approved by the Owner. The form shall be divided in detail sufficient to exhibit areas, and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner as necessary to reflect: (a) description of Work (listing labor and material separately); (b) total value; (c) percent of the Work completed to date; (e) value of Work completed to date; (f) percent of previous amount billed; (g) previous amount billed; (h) current percent completed; (i) value of Work completed to date.

9.1.5 A Schedule of Values which fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected.

9.1.6 If a Schedule of Values had been initially approved and subsequently used but later was found improper for any reason, sufficient funds shall be withheld from future Payment Applications to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

9.2 PROGRESS PAYMENTS & PAYMENT APPLICATIONS

9.2.1 The Contractor shall submit to the Owner's Representative and the Project Manager a monthly Payment Application in a form acceptable to the Owner no later than the 15th day of the month for all Work completed by the Contractor in the preceding calendar month.

9.2.2 The Payment Application shall be notarized and shall be itemized and supported by the Schedule of Values and shall reflect the amount of retainage which must be withheld

9.2.3 Where the Contract Price is based on unit prices, the Payment Application shall be itemized and supported by the approximate quantities of Work performed by the Contractor, as inspected and as agreed to by the Project Manager, and the unit prices therefor.

9.2.4 The Payment Application may include payment for work covered by approved Change Orders.

9.2.5 A Payment Application may include payment for materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work.

9.2.5.1 If approved in advance by the Owner, a Payment Application may include materials and equipment suitably stored off the site at a location agreed upon in writing.

9.2.5.2 Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.2.6 A Payment Application may not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier or other parties providing services for the Contractor.

9.2.7 The Contractor shall include with each Payment Application, in a form and substance satisfactory to the Owner, sworn and executed Partial Waiver and Release of Claims and Liens for the Contractor and all appropriate Subcontractors (Exhibits C and E) in the amount of the Payment Application. Such waivers and releases shall be conditional upon payment.

9.2.8 Provided all requirements of the Contract are satisfied, the Owner shall make every effort to pay the amount due on any Payment Application approximately 30 days after the date of receipt of the Payment Application.

9.2.9 Upon receipt of payment from the Owner, the Contractor shall promptly pay each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

9.2.10 The Owner shall have no obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law. Notwithstanding anything in this Section 9.2.9 to the contrary, the Owner may elect, in the Owner's sole discretion, to make any payment directly to a Subcontractor, or, if requested by the Contractor, jointly payable to the Contractor and such Subcontractor. The Contractor and such Subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any direct or joint payment be construed to create any (i) contract between the Owner and a Subcontractor, (ii) obligations from the Owner to such Subcontractor, or (iii) rights in such Subcontractor against the Owner.

9.2.11 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PA. PROCUREMENT CODE OR APPLICABLE LAW, THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY RIGHT OR CLAIM TO PAYMENT OR RECOVERY OF INTEREST ON ANY LATE OR UNTIMELY PROGRESS PAYMENT.

9.3 The Contractor warrants that title to all work covered by a Payment Application will pass to the Owner no later than the time of payment.

9.4 The Contractor further warrants that, upon submittal of a Payment Application, all Work for which Payment Applications have been previously submitted and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, Claims, security interests or encumbrances in favor of the Contractor, Contractors, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.5 ADJUSTMENTS TO PROGRESS PAYMENTS

9.5.1 The Owner may adjust or reject a Payment Application, in whole or in part, due to any one of the following events: (a) Contractor's failure to carry out the Work in accordance with the Contract Documents; (b) loss or damage to the Owner arising out of the Contract; (c) reasonable

evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price; (e) damage to the Owner or another Contractor on the Project; (f) third-party claims; (g) the Contractor's failure to pay Subcontractors or material suppliers; (h) rejected or nonconforming or defective work.

9.6 SUBSTANTIAL COMPLETION

9.6.1 The Contractor shall notify the Project Manager upon Substantial Completion of the Work.

9.6.2 The Project Manager shall promptly inspect the Work and shall determine whether the Work is substantially complete. If the Work is not substantially complete, the Contractor shall promptly complete all items of work which are identified by the Project Manager as necessary to achieve Substantial Completion.

9.6.3 When the Project Manager agrees that Substantial Completion has been achieved, the Contractor shall prepare, for approval by the Project Manager, a comprehensive list of items of minor work which remain to be completed or corrected prior to Final Payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Owner shall have the right to add to the Contractor's list any other items of minor work which in the opinion of the Project Manager remain to be completed or corrected prior to Final Payment.

9.6.3.1 Upon receipt and approval of the Contractor's list, as adjusted and modified by the Project Manager, the Project Manager shall issue a Certificate of Substantial Completion to the Contractor by the Owner establishing the date of Substantial Completion.

9.6.3.2 The Certificate of Substantial Completion shall specify the responsibility of the Contractor and the Owner for provision of interim items such as utilities, insurance, security, heat, maintenance, and damage to the Work.

9.6.3.3 The Certificate of Substantial Completion shall also include the comprehensive agreed-upon list of items of minor work which remain to be completed or corrected prior to Final Payment and the time within which such items of work must be completed by the Contractor.

9.6.4 Any warranty which is required by the Contract Documents shall commence on the date of Substantial Completion, unless otherwise provided in the Certificate of Substantial Completion.

9.6.5 Within 45 days after issuance of the Certificate of Substantial Completion and consent of surety, if any, the Owner shall make payment of retainage applying to such work or designated portion thereof, less 1½ times the estimated cost to complete the comprehensive agreed-upon list of items of minor work which remain to be completed or corrected prior to Final Payment, as permitted by Applicable Law.

9.7 PARTIAL OCCUPANCY OR USE

9.7.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer, if so required by the insurer, and authorized by public authorities having jurisdiction over the Work.

9.7.2 Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities

assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for completion or correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall proceed in accordance with Section 9.6. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor.

9.7.3 Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used to determine and record the condition of the Work.

9.7.4 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice from the Contractor that the list of work identified in the Certificate of Substantial Completion has been completed and that the Work is finally complete and ready for final inspection and acceptance, the Owner shall promptly make an inspection to determine if the Work has been finally completed and is acceptable and free of defects and deficiencies.

9.8.2 When the Owner finds the Work finally completed and acceptable under the Contract Documents, the Project Manager shall issue a Certificate of Final Completion and the Contractor shall submit a Final Payment Application for payment of the entire unpaid balance of the Contract Price.

9.8.3 The Owner shall make Final Payment to the Contractor not later than 30 days after submission of a complete and accurate Final Payment Application and issuance of a Certificate of Final Completion. The Final Payment Application must include the following:

9.8.3.1 Executed Final Waiver and Release of Liens and Claims for the Contractor (Exhibit D);

9.8.3.2 Executed Final Waiver and Release of Liens and Claims for all Subcontractors (Exhibit F);

9.8.3.3 Consent of Surety to Final Payment

9.8.3.4 List of any outstanding known and unreported accidents or injuries experienced at the jobsite;

9.8.3.5 All required and specified close out documents, including but not limited to as-built drawings, certificates of insurance, O&M manuals, warranties and guarantees, list of Subcontractors, including addresses and telephone numbers, as required under or pursuant to the Contract Documents.

9.9 WAIVER AND RELEASE OF CLAIMS. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE AN IRREVOCABLE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL CLAIMS OF THE CONTRACTOR, EXCEPT THOSE WHICH HAVE PROPERLY AND TIMELY RESERVED BY THE CONTRACTOR IN ACCORDANCE WITH ARTICLE 14.

ARTICLE 10

INDEMNITY, INSURANCE & BONDS

10.1 INDEMNITY

10.1.1 The Contractor shall assume all risk and responsibility for casualties of every description in connection with the Work.

10.1.2 The Contractor shall have charge of the entire Work until final completion and acceptance, and shall alone be liable and responsible for any injuries 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 under this Contract, including, but not limited to, damage or accident which is due to the Contractor's own negligence or that of its servants, agents, employees, and subcontractors, or damage or accident which is due to the inherent nature of the Work, or damage or accident which is due to other causes.

10.1.3 The Contractor shall indemnify, defend, and hold harmless the Owner, Owner's designees, the City, and their officers, employees, and agents, from and against any and all losses, costs and expenses, including but not limited to litigation costs, settlement fees and expenses, and counsel fees and expenses, claims, suits, actions, damages, liability and expenses, arising out of or resulting in whole or in part from Contractor's performance of the Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to maintain a drug-free work site and workforce and any other breach of the Contract, regardless of the inherent nature of the Work and regardless of whether or not such loss, cost, claim, suit, action, damage, liability, or expense is caused in whole or in part by the negligent act or omission of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a Party or Person described in this Paragraph.

10.1.4 The Contractor shall further indemnify, defend, and hold harmless the Owner and the City from and against any and all claims, demands, liens, causes of action, liabilities and judgments of any kind asserted against the Owner and the City by any Subcontractor or suppliers on account of or relating to the furnishing of services, work, labor, materials or equipment under the Contract for the Contractor.

10.1.5 In claims against any Person indemnified under this Article 10 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Article 10 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, the application of which expressly waived, and the Contractor expressly waives its immunity under such acts.

10.2 PROPRIETARY RIGHTS INDEMNITY

10.2.1 The Contractor shall indemnify, defend, and hold harmless the Owner, and its officers, employees, and agents, from and against any and all losses, costs and expenses, including but not limited to litigation costs, settlement fees and expenses, and counsel fees and expenses, claims, suits, actions, damages, liability and expenses for or on account of the use of patented appliances, products, processes, constructions, designs, or methods, or the infringement of any patent, trademark, service mark, copyright, or trade secret rights of any third party, and the Contractor shall pay all royalties, charges and penalties which may become due or payable by reason of such use or infringement.

10.2.2 Prior to the issuance of the Final Payment, upon request by the Project Manager, the Contractor shall submit evidence of the full payment of such royalties, charges and penalties, or in lieu thereof, Contractor shall give such security, approved by the Owner, as may in the opinion of the Project Manager, be necessary to indemnify, defend and hold harmless the Owner, their officers, employees, and agents, as aforesaid.

10.3 INSURANCE

10.3.1 Unless otherwise approved by the Owner in writing, commencing on the Commencement Date and continuing throughout the Term of the Contract and for as long as liability exposure may exist, the Contractor shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, and shall require all Subcontractors to procure and maintain on the same terms, with insurance companies having a Best Rating of A or better and licensed to do business in the Commonwealth or otherwise reasonably satisfactory to the Owner, the insurance coverages identified separately in the Invitation to Bid or in section 10.5.

10.3.2 The Owner shall have the right to adjust the amounts of insurance required to be maintained under this Article to conform with insurance maintained by similarly situated business operation exposures.

10.3.3 The Contractor shall require that coverages comparable to those identified separately in the Invitation to Bid or in section 10.5 are being provided by Subcontractors.

10.3.4 The Contractor shall require Subcontractors' General Liability, Commercial, Auto and Umbrella Liability policies to name the Owner and other entities required by the Owner as Additional Insureds, with coverage that is substantively equivalent to that provided to the Insured.

10.3.5 With respect to the required insurance coverages specified in Section 10.5:

10.3.5.1 The Owner and other entities designated by Owner shall be named as "Additional Insureds", , with coverage that is substantively equivalent to that provided to the Insured on the General Liability insurance, Auto and Umbrella Liability policies, as follows:

10.3.5.2 The "Additional Insured" entities shall be PAID, PIDC, the City, and their respective officers, employees and agents.

10.3.5.3 The General Liability, Auto and Umbrella Liability insurance policies shall be endorsed to reflect that it is primary and noncontributory to any other insurance that may be in force for the Owner and the Owner designated entities. Contractor grants to Owner a waiver of any right to subrogation which any insurer of the Contractor may acquire against the Owner and agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation

10.3.5.4 The General Liability insurance shall be endorsed so that the insurance provided does not limit or void the coverage of any one named insured with respect to claims made against the same named insured by any other named insured or by the directors, officers, employees, agents, boards or commissions of any other named insured.

10.3.5.5 All of the foregoing policies shall be provided on an "Occurrence" basis, with the sole exception being any "Errors and Omissions" coverage required under Section 1. If Errors and Omissions coverage is written on a "Claims Made" basis, the policy must provide a minimum of 2 years of "Tail" coverage, and must identify the cost of such Tail coverage at the time of policy inception.

10.3.5.6 Each carrier shall endeavor to provide that the coverage may not be canceled, permitted to expire or materially changed without at least 30 days prior written notice to Owner. The Contractor shall provide the Owner with a copy of any cancellation notice, or notice of material change, immediately upon receipt from the carrier.

10.3.6 The Contractor shall deliver to the Owner certificates of insurance evidencing the required coverages as required by and as set forth in the Notice of Contract Award. The Contractor shall also deliver to the Owner before commencement of any work a copy of the endorsement or a policy declarations page evidencing Owner and Owner's designated entities as Additional Insureds under all required insurance coverages.

10.3.7 The failure of the Owner to follow up if insurance certificates or endorsements are not received shall not constitute a waiver of the endorsement requirement.

10.3.8 Receipt of insurance certificates or endorsements, without comment from the Owner, shall not be construed as an approval of coverage, nor shall it in any way reduce the coverages or limited required by the Contract.

10.3.9 The Contractor shall not perform any work under the Contract until the Contractor has delivered or caused to be delivered to the Owner the required evidence of insurance coverages.

10.3.10 If the Contractor fails to obtain or maintain the required insurance coverages, the Owner shall have the right to treat such failure as a default under the Contract and to exercise all appropriate rights and remedies.

10.4 OWNER'S INSURANCE. The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

10.5 CONTRACTOR'S REQUIRED INSURANCE COVERAGES

10.5.1 General Liability Insurance (Project) coverage for the term of the project, insuring against any and all claims for bodily injury, death, or property damage including Personal and Advertising Injury, with a combined single limit for each occurrence of not less than $1,000,000. Such liability insurance shall contain a broad form endorsement, with employee exclusion deleted, and include, without limitation, coverage for premises and operations, collapse, explosion and underground hazard, products/completed operations, independent contractors, blanket contractual liability insurance specifically covering, but not limited to, the contractual obligations assumed by the Contractor pursuant to this Agreement, owners' and contractors' protective liability coverage, employees as additional insureds, cross liability coverage, and fire legal liability.

10.5.2 Comprehensive Automobile Liability Insurance coverage insuring against liability from the maintenance and use of all owned, non-owned, hired, leased, rented trucks, automobiles and other vehicles for bodily injury death or property damage, with a combined single limit for each occurrence of not less than $1,000,000;

10.5.3 Workers Compensation Insurance coverage, as may be required under Applicable Laws, covering persons employed in connection with any work done in, or about the Premises. The Workers Compensation policy must also evidence a minimum of $500,000/$500,000/$500,000 in Employer Liability Limits for "Each Accident"/Disease – Policy Limit"/"Disease – Each Employee" respectively.

10.5.4 Umbrella Liability Insurance coverage scheduling all of the underlying liability policies required within this section, with the umbrella limits amounting to $5,000,000 in excess of the underlying limits

10.5.5 Builder's Risk Insurance coverage, including Property Insurance, based on a completed value (non-reporting) form for full replacement value of the completed and renovated building covering the interest of the Owner, the Lessor and Lessee, and their respective contractors and subcontractors, in all work incorporated into any improvement and all materials to be incorporated therein, with such coverage being secured on an "All Risk" basis. (This Builders Risk Insurance coverage may also include the General Liability coverage requirement specified in Section 10.5.1).

10.5.6 Installation Floater insurance coverage for damage or destruction to renovations, repairs, or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation, whether such materials are owned by the Owner or the Contractor, and covering the interests therein of the Owner and Contractor, with the amount of such coverage to be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises and to be written on an form insuring "all risk" of loss.

10.5.7 Errors and Omissions coverage for the professional services provided under the Contract, with minimum limits of $2,000,000.

10.5.8 Environmental Impairment and Pollution Liability Insurance coverage (including but not limited to pollutants, contaminants or hazardous materials of any nature, asbestos, etc.), with a minimum limit of $5,000,000 per occurrence for bodily injury (including death) and property damage., with such coverage to include sudden, accidental, and gradual occurrences and to be written on a claims-made basis, provided that coverage for occurrences happening during the term of the Contract to be maintained in full force and effect under the policy or "tail" coverage for a period of at least two years after Final Completion of the Contract.

10.5.9 Protection and Indemnity Coverage with a combined single limit for each occurrence of not less than $1,000,000 insuring against any and all claims for bodily injury, death, or property damage arising out of the use or operation of waterborne craft of any kind, with such insurance to include, but not be limited to, liability coverage for any claim by crew members and other parties, coverage for liability claims for damage to fixed or moveable objects of any nature.

10.5.10 The insurance coverages in Sections 10.5.1 through 10.5.4 are mandatory and cannot be waived or limited.

10.5.11 The Owner may waive or limit any of the coverages in Sections 10.5.5 through 10.5.9, as appropriate and necessary, in the Invitation to Bid, in the Notice of Contract Award, or in any other written notice to the Contractor.

10.6 PERFORMANCE AND PAYMENT BONDS

10.6.1 The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the Commonwealth of Pennsylvania, in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

10.6.1.1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

10.6.1.2 Bonds shall be executed by a responsible surety licensed in Pennsylvania, with a Best's rating of no less than A/XII, and shall remain in effect for a period not less than two years following the date of Substantial Completion or the time required to resolve any items of incomplete ork and the payment of any disputed amounts, whichever time period is longer.

10.6.1.3 The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to 100% of the Contract Price and all subsequent increases.

10.6.1.4 The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

10.6.1.5 Every Bond under Section 11.4.1 must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond.

10.6.1.5.1 The Surety hereby agrees that it consents to and waives notice of any addition, alternation, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.

10.6.1.5.2 The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

10.6.2 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of, (i) notice of changes in the Work; (ii) request for reduction or release of retainage; (iii) request for final payment; and (iv) any other item required by the Surety. The Owner shall be notified by the Contractor, in writing, of all communications with the Surety. The Owner may, in the Owner's sole discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work.

ARTICLE 11

UNCOVERING AND CORRECTION OF WORK

11.1 UNCOVERING OF WORK

11.1.1 If a portion of the Work is covered contrary to requirements specifically expressed in the Contract Documents, it must be uncovered for the Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If a portion of the Work has been covered which the Owner has not specifically requested to examine prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor.

11.1.3 If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense.

11.1.4 If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs.

11.2 CORRECTION OF WORK

11.2.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed.

11.2.2 The cost to correct such rejected Work, including additional testing, shall be at the Contractor's sole expense.

11.2.3 If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

11.2.4 In addition to the Contractor's other obligations in these General Conditions, if, within one year after the date of Substantial Completion or after the established date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall promptly correct it after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition.

11.2.4.1 The Owner shall give such notice promptly after discovery of the condition

11.2.4.2 If the Contractor fails to correct non-conforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it using its own forces or another contractor.

11.2.4.3 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between the date of Substantial Completion and date of the actual performance of the Work.

11.2.4.4 Upon completion of any Work under or pursuant to Section 11.2, the one-year correction period in connection with the Work requiring correction shall be renewed and recommence.

11.2.4.5 The obligations under Section 11.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

11.3 REMOVAL OF WORK

11.3.1 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

11.3.2 The Contractor shall bear the cost of removing destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

11.4 Nothing contained in Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor might have under the Contract Documents.

11.5 Establishment of the one-year period for correction of Work as described in Section 11.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

11.6 ACCEPTANCE OF NON-CONFORMING WORK

11.6.1 If the Owner elects to accept Work not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be equitably adjusted by Change Order.

11.6.2 Such adjustment shall be effected whether or not Final Payment has been made.

ARTICLE 12

CANCELLATION OF CONTRACT & TERMINATION FOR CONVENIENCE

12.1 CANCELATION OF CONTRACT

12.1.1 The Contractor will not be required to proceed with the Work of the Contract, if:

12.1.1.1 for any reason for which the Contractor is not responsible, the Contractor cannot commence work within three months from the date of execution of the Contract, except in the case of Contracts for street improvements, when six months shall be the limiting period; or

12.1.1.2 at any time prior to the issuance of the Notice to Proceed, the Owner, in its sole discretion, determines that it must reduce the scope of the Work in an amount equal to or greater than 25% of the amount of the Bid. In such event, the Owner shall give notice thereof the Contractor.

12.1.2 In the event the Contractor cannot commence work, the Contractor shall give notice of cancellation within five days after the date which is three months from the date of execution of the Contract by the Contractor, except in the case of Contracts for street improvements, when the Contractor shall give such notice within five days after the date which is six months from the date of execution of the Contract by the Contractor.

12.1.3 In the event the Owner gives notice to the Contractor that the Owner has determined to reduce the scope of the Work as provided in section 12.1.1.2, then the Contractor shall give notice of cancellation within five days after the date the Contractor receives such notice from the Owner.

12.1.4 This Section 12.1 shall not apply to Contracts entered into for work the commencement of which is dependent upon progress of other contracts where this condition is plainly indicated by the character and location of such work at the time the Owner issues the Invitation to Bid and where such constraints limit construction activities as described in the Construction Specifications.

12.1.5 The Owner shall have no liability, by way of any penalty or otherwise, arising out of the cancellation of the Contract pursuant to this Section 12.1.

12.2 TERMINATION FOR CONVENIENCE

12.2.1 The Owner may terminate this Contract at any time during the term of the Contract, for any reason, including, without limitation, the Owner's own convenience.

12.2.2 Written notice of termination shall be sent to the Contractor by the Owner which notice shall set forth the effective date of the termination. Upon receipt of such notice of termination, the Contractor shall stop all work under the Contract.

12.2.3 Upon termination under section 12.2, the Owner shall be liable to the Contractor only for the value of the physical work then completed on the job site by the Contractor and in place, such value to be determined by the percentage of Work completed and in accordance with the Contract Price and the Schedule of Values. The Owner shall have no additional liability or cost for termination of the Contract, including, but not limited to, any penalty, the Contractor's anticipated profits, the Contractor's estimating costs, or any loss on the Work terminated.

12.2.4 If termination of the Contract occurs prior to the issuance of the Notice to Proceed, the Owner shall not be liable to the Contractor for any cost or lost profits of the Contractor, regardless of whether the Contractor may have performed some physical work, except where the Project

Manager has otherwise authorized in writing the commencement of Work by the Contractor, in which case the Owner's liability to the Contractor shall be governed by section 12.2.3.

12.2.5 Termination of the Contract shall not affect any obligation or liabilities of either Party accruing prior to termination.

ARTICLE 13

SUSPENSION, DEFAULT & TERMINATION

13.1 SUSPENSION

13.1.1 The Owner shall have the right to suspend, delay or interrupt the Contractor's performance of the Work for the convenience of the Owner. The Contractor may be entitled to compensation for the cost and delay resulting from a suspension of the Work for the convenience of the Owner.

13.1.2 The Owner shall also have the right to suspend, delay or interrupt the Contractor's performance of the Work due to the act or omission of the Contractor or its Subcontractors.

13.1.3 Upon written order from the Project Manager, the Contractor shall immediately suspend, delay or interrupt the Work for the time period specified.

13.1.4 Any action of the Owner which is permitted by any other provision of the Contract Documents and that results in a suspension of the Work shall not constitute a suspension of work under section 13.1.1.

13.2 VIOLATION OF CONTRACT

13.2.1 It shall be a violation of the Contract for the Contractor to abandon the Work under the Contract; to fail or refuse to prosecute the Work with promptness and diligence; to unreasonably delay the Work so that it may not be completed within the Contract Time; to fail or refuse to proceed with work under a Disputed Change Order; to fail or refuse to furnish suitable materials in place of any which may be rejected by the Project Manager as unsuitable as not being in accordance with the Contract Documents, or to refuse or neglect to furnish and supply a sufficient number of properly skilled workers and necessary equipment or either of them; to execute any of the Work improperly, carelessly, or in bad faith; to fail or refuse to remove any of the Work which, in the opinion of the Project Manager, is defective and unsuitable and not in accordance with the Contract Documents, and to replace it with work that is in accordance with the Contract Documents; to cause or permit to occur an Event of Insolvency with respect to the Contractor; or to otherwise violate any of the terms, conditions, and provisions of the Contract.

13.2.2 In the event of a violation of Contract, the Project Manager may notify the Contractor and its surety in writing to require that each remedy the Contractor's violation of the Contract and require the Contractor to comply with the terms, conditions, and provisions of the Contract which it has violated or is violating.

13.2.3 The failure of the Owner to promptly notify the Contractor of a violation of Contract shall not constitute an acceptance by the Owner of work which is performed or installed in violation of the Contract.

13.3 DEFAULT BY CONTRACTOR

13.3.1 If the Contractor shall fail to cure or remedy, or diligently commence to cure or remedy, the violation of the Contract, within five days after the receipt of such notice, or within 24 hours after receipt of such notice when, in the opinion of the Owner, immediate action is necessary to safeguard life or property, or within some other period of time specified in the notice, the Owner shall have the right to declare the Contractor in Default of the Contract.

13.3.2 Upon Default by the Contractor, the Owner shall notify the Contractor to discontinue the Work or any part thereof under the Contract.

13.3.3 Upon Default by the Contractor, the Owner shall also notify and call upon the surety to carry out its obligations under the Performance Bond posted for the Contract.

13.3.4 Upon Default by the Contractor, all moneys due and owing to the Contractor upon estimates, retainage, or otherwise, materials delivered, materials built into the Work, and the Contractor's plant (including tools, appliances, and equipment on the premises intended for use in the performance of the Contract), shall become the property of the Owner for use in the completion of the Work under the Contract, and the Owner shall have resort thereto to the extent necessary to maintain and complete the Work and reimburse the Owner for its outlays and expenditures.

13.3.5 Upon Default by the Contractor, the Owner shall have the right to secure from any Person the materials, equipment, and labor necessary and required for the proper completion of the Contract. In such event, the Contractor shall pay the Owner, upon demand, the difference between the cost paid by the Owner for such materials, equipment, and labor and the price or prices set forth in the Contract, together with all costs and expenses incident to the same and incurred by the Owner.

13.3.6 Upon Default by the Contractor, the Owner, in its sole discretion, shall also have the right, to terminate the Contract and to secure from any Person the materials, equipment, and labor necessary and required for the proper completion of the Work. In such event, the Contractor shall pay the Owner, upon demand, the difference between the price or prices set forth in the Contract and the price or prices which may be paid upon such termination and completion of the Work, together with all costs and expenses incident to such re-advertisement.

13.3.7 In the exercise of either of its remedies, the Owner shall further have the right to a set-off against any monies which may be due or may thereafter become due the Contractor under the Contract or any other contract between the Owner and the Contractor.

13.3.8 If the Owner shall secure materials, equipment, and labor to complete the Work under the Contract, or if the Owner shall terminate this Contract, the Owner shall have the right to take possession, for the purpose of completing the Work under the Contract, of all materials, tools, appliances, and equipment on the Project site, intended for use in the performance of the Contract.

13.4 DEFAULT BY SURETY

13.4.1 If the surety fails to abide by the terms of the Performance Bond, or if the surety shall deny liability to the Owner under the Performance Bond, the Owner shall have the right to declare the surety in default under the Performance Bond and, at its sole option, shall also have the right:

13.4.2 To terminate the Work under the Contract, 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 Contract; or, in case of an emergency, including but not limited to danger to life or property, or serious interference with traffic, to terminate any and all of the Work under the Contract, and to then and there secure in the open market, from any Person, at the then current market prices the materials of the quality and quantity required, the necessary workers and mechanics, and the required equipment to complete the Contract.

13.5 The Contractor hereby assigns to the Owner (and each Subcontract shall require each Subcontractor to assign) all right, title, and interest of the Contractor in and to such materials, tools, appliances, and equipment. The failure of the Owner to exercise any of the remedies herein provided shall not preclude the resort by the Owner to any other remedy available to the Owner arising out of the Contractor's default.

13.6 The use of any specific remedy specified in this Article 13 shall not bar subsequent or concurrent resort to any other remedy available to the Owner at law or in equity, for the

recovery of damages or otherwise, on account of such default, or in the event of any other default by the Contractor.

13.7 In the event of a Default by the Contractor, the Contractor and its surety shall pay to the Owner, on demand, all loss, expense, cost or damage suffered or incurred by the Owner by reason of such default, including, but not limited to, attorney's fees and court costs incurred by the Owner.

ARTICLE 14

CONTRACTOR CLAIMS & DISPUTE RESOLUTION

14.1 CONTRACTOR CLAIMS

14.1.1 A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment, or interpretation of Contract Documents terms, payment of additional money, extension of time, or other relief with respect to the terms of the Contract Documents, and also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract Documents, including the Contractor's right to payment under the Contract. A Claim shall also include a dispute or disagreement by the Contractor with respect to a decision by the Owner to issue a credit or back charge, or to take some other adverse action, against the Contractor.

14.1.2 The Contractor shall give written notice to the Project Manager of a Claim within 10 days after occurrence of the event giving rise to the Claim or within 10 days after notice by the Owner of the credit or back charge or other adverse action which the Contractor wishes to dispute. Notwithstanding the foregoing, the Contractor shall give notice of a Claim not later than 10 days after issuance of the Certificate of Substantial Completion.

14.1.3 Pending resolution of the Claim, the Contractor shall proceed with the performance of its Work under the Contract.

14.1.4 The written notice of Claim shall provide a detailed statement of and basis for the Claim, with supporting documentation attached.

14.1.5 A Claim for additional time shall include an estimate of the effect of the delay on the progress of the Work of the Contractor and the Contractor's Schedule.

14.1.6 A Claim for additional cost for extra or additional work which is not the subject of a Change Order shall be made before the Contractor proceeds to perform the extra or additional work.

14.1.7 The Project Manager shall review the Claim and shall approve or reject each Claim in whole or part, or shall request additional documentation in support of the claim from the Contractor.

14.1.8 The Project Manager shall endeavor to decide all Claims of the Contractor within 30 days after receipt of written notice of the Claim, or within such additional time as shall be specified by the Project Manager upon notice to the Contractor. If no decision on the Claim is issued within such time period, the Claim shall be deemed rejected.

14.1.9 The rejection of a Claim, in whole or in part, shall be subject to the Contractor's right to initiate binding mediation and arbitration and/or judicial litigation as provided for in this Article 14.

14.2 MEDIATION

14.2.1 If the Contractor wishes to contest the rejection of a Claim, the Contractor shall advise the Project Manager in writing that it demands mediation of the Claim.

14.2.2 The written demand for mediation shall be submitted to the Project Manager not later than 30 days after the Project Manager's notice of rejection of the Claim or the deemed rejection of the Claim.

14.2.3 FAILURE OF THE CONTRACTOR TO DEMAND MEDIATION OF A CLAIM SHALL OPERATE AS AN IRREVOCABLE WAIVER AND RELEASE OF THE CLAIM.

14.2.4 Upon demand for mediation, the Owner shall have the sole right to postpone the mediation of a Claim until after Substantial Completion and shall have the right to consolidate within a single mediation multiple Claims.

14.2.5 The mediation shall be conducted in Philadelphia and in accordance with the Construction Industry Mediation Rules of the American Arbitration Association ("AAA").

14.2.6 The parties shall share equally in the mediator's fee and expenses, and any filing fees.

14.2.7 Any mediation of a Claim may include by consolidation, joinder, or in any other manner, at the Owner's sole option, any other entities or persons whom the Owner believes should participate in such mediation.

14.2.8 The mediation of a Claim shall be an irrevocable condition precedent to institution of arbitration or judicial litigation by the Contractor against the Owner with respect to such Claim. If the Contractor fails or refuses to participate in a mediation, the Contractor shall be precluded from arbitration or judicial litigation of the Claim.

14.3 DISPUTE RESOLUTION – ARBITRATION/LITIGATION

14.3.1 Where a Claim is not resolved by the parties in mediation, the Contractor shall give written notice to the Owner, within 30 days after conclusion of the mediation, that it desires to pursue further resolution of the Claim. Upon such notice from the Contractor, the Owner shall advise the Contractor, within 45 days, whether resolution of the Claim shall be decided by arbitration or judicial litigation.

14.3.2 THE FAILURE OF THE CONTRACTOR TO GIVE NOTICE OF ITS DESIRE FOR ARBITRATION OR LITIGATION OF A CLAIM SHALL OPERATE AS AN IRREVOCABLE WAIVER AND RELEASE OF THE CLAIM.

14.3.3 Any arbitration or judicial litigation of a Claim shall be filed or commenced by the Contractor within 60 days after notice from the Owner as required by Section 14.3.1.

14.3.4 FAILURE OF THE CONTRACTOR TO FILE FOR ARBITRATION OF A CLAIM WITH THE AAA OR COMMENCE LITIGATION OF A CLAIM IN COURT SHALL OPERATE AS AN IRREVOCABLE WAIVER AND RELEASE OF THE CLAIM.

14.3.5 Any arbitration of a Claim shall occur in Philadelphia and shall be in accordance with the Construction Industry Arbitration Rules of the AAA.

14.3.5.1 Any arbitration of a Claim may include by consolidation, joinder, or in any other manner, at the Owner's sole option, any other entities or persons whom the Owner believes should participate in such arbitration.

14.3.5.2 The Owner may elect to have the discovery rights and procedures provided by the Federal Rules of Civil Procedure to be available and enforceable within the arbitration.

14.3.6 If the Owner elects judicial litigation as the dispute resolution procedure of a Claim, then the judicial litigation shall occur only in the Court of Common Pleas of Philadelphia

County or the U.S. District Court for the Eastern District of Pennsylvania, if diversity jurisdiction exists therein.

14.3.7 THE CONTRACTOR WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY JUDICIAL LITIGATION UNDER THIS ARTICLE 14.

14.4 FALSE CLAIMS

14.4.1 The Contractor covenants and agrees that it shall not present any false, fictitious or fraudulent billings, invoices, contract overcharges, and the like, and shall not assert a false, fictitious or fraudulent Claim.

14.4.2 The Contractor covenants and agrees that it shall promptly reimburse the Owner for (a) all sums paid to the Contractor by the Owner as a result of any false, fictitious or fraudulent billings, invoices, contract overcharges, Claims, and the like, and (b) all other costs which are incurred by the Owner as a result of the false fictitious or fraudulent billings, invoices, contract overcharges and the like.

14.4.3 The Contractor further covenants and agrees that it shall promptly reimburse the Owner for all expenses and costs, including but not limited to attorneys' fees and expenses, incurred by the Owner in recovering any such sums from the Contractor.

14.4.4 This Section 14.4 shall survive termination of the Contract and completion of the Work under the Contract.

14.5 WAIVER OF CONSEQUENTIAL DAMAGES

14.5.1 Notwithstanding anything to the contrary herein, the Owner and the Contractor hereby release and waive any and all claims against each other for consequential damages arising out of or related to the Contract and the Work performed thereunder.

14.5.2 This mutual release and waiver includes damages incurred by the Contractor for principal home office expenses, including home office overhead and the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit associated with any other work, except anticipated profit arising directly from the Contract and the Work thereunder.

14.5.3 Nothing hereunder shall preclude, however, the assessment by the Owner of liquidated direct damages, when applicable and when specified in the Invitation to Bid or the Construction Specifications.

14.6 WAIVER AND RELEASE OF CLAIMS UPON ACCEPTANCE OF FINAL PAYMENT. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE AN IRREVOCABLE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL CLAIMS OF THE CONTRACTOR, EXCEPT THOSE WHICH HAVE BEEN PROPERLY AND TIMELY RESERVED BY THE CONTRACTOR IN ACCORDANCE WITH THIS ARTICLE 14.

ARTICLE 15

MISCELLANEOUS PROVISIONS

15.1 LIMITATION OF LIABILITY

15.1.1 The Contractor acknowledges and agrees that the Contract shall not create any personal liability of PAID and PIDC (or PAID's and PIDC'S officers, directors, shareholders, employees, agents or other representations).

15.1.2 The Contractor acknowledges and agrees that, in the event of a default by PAID under the Contract, Contractor shall be entitled to satisfy any liability of PAID and PIDC solely through the equity, if any, of PAID in the Project Boundaries (but only the Project Boundaries).

15.1.3 The Contractor acknowledges and agrees such exculpation of PAID and/or PIDC and such limitation on Contractor's recourse against PAID and PIDC shall be absolute, complete, and unconditional.

15.2 P.L. 9, No. 4, Act of January 23, 1974, 73 P.S. § 1601, et seq. shall govern the withdrawal of Bids for clerical mistakes. A Bidder must provide the Owner written notice of a right to withdraw a Bid under 73 P.S. § 1601, et seq., within two business days after the opening of bids.

15.3 The Contract shall be deemed to have been made in Philadelphia, Pennsylvania. The Contract and all disputes arising under the Contract shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth, without giving effect to principles of Commonwealth law concerning conflicts of laws.

15.4 CONTRACT AWARD, BINDING CONTRACT, AND EXECUTION OF THE CONTRACT

15.4.1 The Owner shall make the Contract award to the lowest responsive, Responsible Bidder. In the event of an absolute tie, the Owner shall make the Contract award in accordance with the best interests of the Owner. The Owner, at its discretion, may reject all Bids, if deemed in the best interests of the Owner.

15.4.2 The Notice of Contract Award is not a contract binding upon the Owner. The Notice of Award shall not become binding until after written Notice of Contract Award is made by the Owner to the lowest responsive, Responsible Bidder and until after all of the following conditions have been satisfied:

15.4.2.1 Successful Bidder posts with the Owner a proper performance bond and a proper payment bond, on the Owner's current bond forms, within the time set forth in the Notice of Contract Award;

15.4.2.2 Successful Bidder provides Owner with proof of the requisite insurance coverages and requirements and endorsements, within the time set forth in the Notice of Contract Award;

15.4.2.3 Successful Bidder complies with any other stated requirements as set forth in the Notice of Contract Award;

15.4.2.4 the Contract is approved as to form by General Counsel for the Owner;

15.4.2.5 the Contract is executed by the Owner.

15.4.3 The Owner, at its sole discretion, may cancel any contract award if any of the above conditions are not satisfied, or if the Owner, at its sole discretion, determines cancellation of the contract award to be in the best interests of the Owner. In the event of such cancellation of contract award, the successful Bidder agrees and acknowledges that it shall have no claim against the Owner, including any claim for breach of contract or breach of any other legal duty, or for lost profits, costs, damages, or expenses of any kind.

15.4.4 The execution of the Contract shall be made within 60 days of the date of the Notice of the Contract Award.

15.4.5 Any Bidder who is not lawfully released from its Bid and who fails, refuses, or is unable to furnish the required performance and payment bonds or insurance or endorsements, or who otherwise fails to the comply with any of the pre-contract formation requirements set forth in the Notice of Contract Award, shall be liable to the Owner for the actual loss or damage sustained by the Owner as a result of the failure of the Bidder to enter into the Contract. This remedy against the Bidder shall be in addition to, and not in lieu of, any remedy or claim which the Owner may have under the Bid Bond posted by the Bidder.

15.4.6 In no event shall the Contract awarded to the Contractor be construed or deemed to include, as a term, covenant or condition, any exception, addition or other term which the Contractor may have included or added as part of its Bid, except as may be expressly approved by the Owner in writing.

15.5 ASSIGNMENT

15.5.1 Except through a Subcontract, the Contractor shall not assign the Contract, or any part of the Contract or delegate performance of the Contract (other than to its own work forces), without obtaining the prior written consent of the Owner.

15.5.2 The decision whether to consent to an assignment, the timing of consent (if any), and conditions to such consent, if any, shall each be at the Owner's sole discretion. Any consent to the assignment of any monies to be paid under the Contract shall not relieve the Contractor from the faithful performance of any of its obligations under the Contract or change any of the terms and conditions of the Contract. Any purported assignment in violation of this provision shall be void and of no effect.

15.5.3 The Owner's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under the Contract.

15.5.4 Any assignment or purported assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under the Contract.

15.5.5 Consent by the Owner to any assignment shall not be deemed a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Paragraph 30, an assignment includes the transfer or acquisition of the Bidder or the Contractor, or a controlling interest therein, through a corporate or other merger, and the appointment of a receiver or bankruptcy trustee, and the transfer of the Contract or the Contractor in any bankruptcy or other insolvency proceeding.

15.6 TAX INDEBTEDNESS

15.6.1 The Contractor represents, warrants and covenants that the Contractor and any entities controlling the Contractor, under common control with the Contractor, or controlled by the Contractor are not currently indebted to the City, and will not at any time during the term of the Contract be indebted to the City, and will not at any time during the term of this Contract (including any extensions

or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established.

15.6.2 In addition to any other rights or remedies available to the Owner at law or in equity, the Contractor acknowledges that any breach or failure to conform to this representation, warranty and covenant may, at the option of the Owner, result in the withholding of payments otherwise due to the Contractor and, if such breach or failure is not resolved to the City's or Owner's satisfaction within a reasonable time frame specified by the Owner in writing, may result in the offset of any such indebtedness against payments or the termination of this Contract for default (in which case the Contractor shall be liable for all excess costs and other damages resulting from the termination), or both.

15.7 A Commercial Activity License ("CAL") is required for every Person desiring to engage in any business within the City, whether or not such Person maintains a place of business in the City. The successful Bidder will be required to furnish a BPL number at the time of Contract award, but no later than before the "Notice to Proceed" is issued. In the event the Contractor has applied for, but not been issued, a BPL, a photocopy of the application will be acceptable. The BPL is a one-time license with no expiration date. Only one license is needed for multiple locations or for multiple businesses for the same Person. If the Contractor has never had a BPL assigned, the Contractor may request one by filing a "Miscellaneous License Application". In order to be assigned a BPL, it is necessary to have a "Philadelphia Business Tax Account Number". This is a number assigned by the City's Department of Revenue to identify City tax accounts. If the Contractor has never had a number assigned, the Contractor may request one by filing an "Application for Philadelphia Business Tax Account Number". Any tax account previously opened for the Contractor which is unsettled or delinquent will cause delay and may preclude the issuance of a new license.

15.8 The Contract shall be binding upon the Contractor's heirs, executors, administrators, and successors and assigns and such successors and assigns shall be responsible for the faithful performance and completion of the Contract work.

15.9 The Contract may not be amended, supplemented, altered, modified or waived, in whole or in part, except by a written Amendment signed by the Parties, or as provided in Article 12 concerning cancellation of the Contract by the Contractor and termination for convenience by the Owner, or as provided in Article 8.

15.10 Except to the extent that the Parties may have otherwise agreed in writing in an Amendment, no waiver, whether express or implied, by either Party of any provision of the Contract shall be deemed: (a) to be a waiver by that Party of any other provision in the Contract; or (b) to be a waiver by that Party of any breach by the other Party of its obligations under the Contract.

15.11 Any forbearance by a Party in seeking a remedy for any noncompliance or breach by the other Party shall not be deemed to be a waiver of rights and remedies with respect to such noncompliance or breach.

15.12 ACCESS TO ACCOUNTING RECORDS

15.12.1 The Contractor shall certify that all materials, equipment, and labor charged to the Owner are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management under this Contract.

15.12.2 The Contractor shall retain, and shall provide the Owner and its representatives access to, all records, books of account, correspondence, instructions, Shop Drawings, receipts, vouchers, memoranda, and similar data and documentation pertaining to the Contract for a

period of 5 years following Final Payment, or earlier termination of the Contract, or for such longer period as may be required by law.

15.12.3 If any litigation, claim or audit is commenced prior to expiration of the 5 year period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the records shall be retained for such longer period.

15.12.4 From time to time during the performance of the Work under the Contract, and for a period of 5 years after the completion of the Work under the Contract, the Owner may audit any and all aspects of the Contractor's performance under the Contract, including but not limited to its billings and invoices. Representatives, agents or contractors of the Owner may conduct audits.

15.12.5 If requested by the Owner, the Contractor shall submit to the Owner all vouchers or invoices presented for payment pursuant to the Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the Contract. All books, invoices, vouchers, records, reports, cancelled checks and other materials shall be subject to periodic review or audit by the Owner.

15.12.6 All work, equipment, materials, systems, subassemblies, tools appliances and plant shall be subject to inspection and review by City, federal and state representatives, as may be applicable, or their designees, at the offices of the Contractor in the City, or in another location with the Owner's consent. The Contractor shall cooperate with all city, state and federal inspections and reviews conducted in accordance with the provisions of the Contract. Such inspection and review of the Contractor's work hereunder shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, review of staffing ratios and job descriptions, and meetings with any of the Contractor's staff who are either directly or indirectly involved in providing all or any portion of the Work hereunder.

15.12.7 The Contractor shall make available, within the City at reasonable times during the performance of the Work hereunder and for the period set forth above in this Paragraph 39, all records pertaining to the Contract for the purpose of inspection, audit or reproduction by any authorized representative (including any agent or contractor) of the City, the Commonwealth Auditor General, and any other federal or state auditors, as may be applicable, at no additional cost to the Owner.

15.13 If the Plans, the Construction Specifications or Project Manual expressly modify any of the terms, conditions, or requirements of these General Conditions, such the Plans, Construction Specifications or Project Manual shall supersede the portions of the General Conditions with which they conflict.

15.14 The Contract Documents, including the Contract and the exhibits incorporated by reference therein, contain all the terms and conditions agreed upon by the Parties, constitute the entire agreement between the Parties pertaining to the subject matter of the Contract, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties (except to the extent specifically set forth herein). No other prior or contemporaneous agreements, covenants, representations or warranties, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind any Party or vary any of the terms contained in the Contract.

15.15 The Parties do not intend to create, and nothing contained in the Contract shall be construed as creating, a joint venture arrangement or partnership between the Owner and the Contractor with respect to the Work performed by the Contractor under the Contract.

15.16 Nothing in the Contract, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the Parties, any rights, remedies, or other benefits,

including but not limited to third-party beneficiary rights, under or by reason of the Contract. The Contract shall not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right other than any such remedy, claim, etc., existing without reference to the term of or the existence of the Contract.

15.17 The provisions of the Contract shall be severable. If any provision of the Contract or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid or unenforceable, the remaining provisions of the Contract and the application of such provision to Persons, or in circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

15.18 Any and all provisions set forth in the Contract which, by its or their nature, would reasonably be expected to be performed after the termination of the Contract or after full performance of the Work under the Contract shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with the Contract shall survive the expiration or earlier termination of the Contract, along with the following: the Contractor's warranty of its work, the Contractor's obligation to indemnify, defend and hold harmless the Owner, the City, its officers, employees and agents; and the Parties' rights and obligations set forth in Paragraph 32 (Proprietary Rights Indemnity).

15.19 All statutory citations in the Contract shall refer to the pertinent statute as it may be amended hereafter from time to time.

15.20 In the event that the Owner has a dispute or claim against the Contractor arising out of or related to the Contract, the Contractor consents and agree that any lawsuit, action, claim, or legal proceeding may be brought in the U.S. District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. The Contractor further irrevocably consents and agrees not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two forums on grounds of venue or forum non conveniens, and the Contractor expressly consents to the jurisdiction and venue of these two forums.

15.21 The Contractor hereby waives trial by jury in any legal proceeding in which the Owner is a party and which involves, directly or indirectly, any matter (whether sounding in tort, Contract or otherwise) in any way arising out of or related to the Contract or the relationship created or evidenced hereby. This provision is a material consideration upon which the Owner has relied in entering into the Contract.

15.22 The titles, captions or headings of Articles, sections, exhibits or schedules in or to the Contract are inserted for convenience of reference only, and do not in any way define, limit, describe or amplify the provisions of the Contract or the scope or intent of the provisions, and are not a part of the Contract.

15.23 Any references to a number of days in the Contract shall mean calendar days.

15.24 All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under the Contract shall be in writing and shall be addressed to the Project Manager. All notices and shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service); (c) on the date confirmed for receipt by facsimile if delivered by facsimile; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case, notices shall be sent to the addresses set forth in the Contract.

15.25 The Bid shall be accompanied by a bid bond in the amount of 10% of the gross amount of the Bid Price. The gross amount of the Bid Price shall mean the sum of all items bid upon, without reduction for “deduct” alternates. All bidders must utilize the PAID standard Bid Bond form (Exhibit H), which is included in the bid package, in fulfilling the above requirement. No other Bid Bond form shall be permitted, and cash is not acceptable.

15.26 The Contractor shall certify that all materials, equipment and labor charged to the Owner are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner or its representative shall be afforded access to all the Contractor’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years after the final payment, or for such other longer period as may be required by law.

ARTICLE 16

APPLICABLE LAWS

16.1 The Contractor shall be subject to the "Anti-Bid Rigging Act," 62 Pa.C.S. § 4501.

16.2 The Contract and the Contractor shall be subject to Section 17-107 of The Philadelphia Code, "Contractors: Labor-Management Relationships", and all regulations and procedures adopted thereunder.

16.3 The Contract shall be subject to the Pa. Procurement Code, 62 Pa.C.S. § 3921, with respect to the withholding of retainage.

16.4 Contractor shall not discriminate or permit discrimination against any individual because of race, color, sex, religion, sexual orientation, physical handicap, age, national origin, ancestry, having AIDS, or being perceived to have AIDS. Further, the Contract and the Contractor shall be subject to Section the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as each may be amended from time to time, both of which prohibit, among other things, discrimination against individuals because of race, color, sex, sexual orientation, religion, national origin, ancestry, age, handicap (including but not limited to Human Immunodeficiency Virus infection), marital status, presence of children or source of income, in employment, housing and services in places of public accommodation. In the event of any breach of this section 16.4, the Owner may, in addition to any other rights or remedies available under the Contract, at law or in equity, suspend or terminate the Contract forthwith.

16.5 In accordance with Act 57 of 1998, 62 Pa.C.S. § 3701, in the hiring of employees for the performance of work under the Contract or any Subcontract, neither the Contractor, nor any of its Subcontractors, nor any Person acting in their behalf shall discriminate, by reason of gender, race, creed, or color, against any citizen of the Commonwealth who is qualified and available to perform the work to which the employment relates. In addition, neither the Contractor, nor any of its Subcontractors, nor any Person acting in their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed, or color. In addition to any other remedies available to the Owner, the Contract may be cancelled or terminated by the Owner, and all money due on or to become due under the Contract may be forfeited for a violation of the terms or conditions of this Paragraph 109(b).

16.6 The Contract and the Contractor shall be subject to Chapter 17-400 of The Philadelphia Code.

16.7 The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 200d7), section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), The Age Discrimination Act of 1975, (42 U.S.C. §§ 6101 – 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

16.8 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 or services provided under the Contract. As a condition of accepting and executing the Contract, Contractor shall comply with all provisions of the Americans With Disabilities Act (the "ADA"), 42 U.S.C. §§ 12101 – 12213, and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time, which are applicable (a) to Contractor, (b) to the benefits, services, activities, facilities and programs provided in connection with the Contract, (c) to the City, or the Commonwealth, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds for payments by the City or otherwise under the Contract are provided by the federal government, which

are applicable to the federal government and its benefits, services, activities, facilities and programs. Without limiting the applicability of the preceding sentence, Contractor shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of the ADA, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through Contracts with outside contractors.

16.9 Where the Contract is entered pursuant to an agreement between the Owner and the City, the Contractor shall comply with Section 17-104 of The Philadelphia Code.

16.10 Where the Contract is funded by the Commonwealth, the Contract and the Contractor shall be subject to the Steel Products Procurement Act, 73 P.S. § 1881, et seq., which shall govern payments to the Contractor under the Contract.

16.11 The Contractor is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165 l et seq., which is incorporated herein by reference as if fully set forth herein.

16.12 The Contractor must have or must obtain an account number from the City of Philadelphia Department of Revenue for the purpose of paying Business Privilege, Net Profits, and City Wage taxes and filing all appropriate business tax returns as provided by law

16.13 In the case of a Contract funded by the Commonwealth, the Contractor shall comply with all requirements of the law of the Commonwealth applicable to such contracts, including the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.)

16.14 In the case of a Contract which is funded by the U.S. government, the Contractor shall comply with all requirements of federal law applicable to such contracts, such as the Davis-Bacon Act, 40 U.S.C. §3141, et seq., and including those which are specified in a supplemental notice included in the Invitation to Bid. The failure of the Owner to list a federal law or regulation applicable to the Contract in such supplemental notice shall not excuse or waive the Contractor's compliance with any federal law applicable to the Contract.

–END OF GENERAL CONDITIONS–

EXHIBIT A

PERFORMANCE BOND

Bond No. _____

Owner/Obligee: Philadelphia Authority for Industrial Development (PAID)
Philadelphia Industrial Development Corporation (PIDC)

Contractor/Principal: _____

Surety: _____

Bond Amount: _____

Contract No.: _____

Date of Contract: _____

Project Name: _____

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

2. If the Contractor performs the Contract, in accordance with the terms and conditions of the Contract, the Surety and the Contractor shall have no further obligation to the Owner under this Performance Bond.

3. The Surety's obligation under this Performance Bond shall arise after the Owner has declared a Contractor Default, as defined in Section 14 hereof, formally terminated the Contract or the Contractor's right to complete the Contract, and notified the Surety of Owner's claim under this Performance Bond.

4. When the Owner has satisfied the conditions of Paragraph 3 above, the Surety shall, at the Surety's sole cost and expense, undertake one or more of the following actions:

   a. Arrange for the Contractor to perform and complete the Contract, provided, however, that the Surety may not proceed with this option, except upon the express written consent of the Owner, which consent may be withheld by the Owner for any reason; or

   b. Perform and complete the Contract itself, through qualified

contractors who are acceptable to the Owner, through a contract between the Surety and qualified contractors, which performance and completion shall be undertaken in strict accordance with the terms and conditions of the Contract; or

c. Tender payment to the Owner in the amount of all losses incurred by the Owner as a result of the Contractor Default and as determined by the Owner for which the Surety is liable to Owner, including all costs of completion of the Contract and all direct and consequential losses, costs, and expenses incurred by the Owner as a result of the Contractor Default, including, without limitation, costs of additional supervision or inspection by the Owner of the Contractor's work under the Contract and fees and expenses paid to attorneys or consultants or others hired by the Owner for purposes of monitoring or investigating the Contractor's work under the Contract or as a result of the Contractor Default, except that the Surety's payment under this option shall in no event exceed the Bond Amount identified above. The Surety may not proceed with this option, in lieu of the options set forth in subparagraphs (a) or (b) above, except upon the express written consent of the Owner, which consent may be withheld by Owner for any reason.

5. Surety shall proceed under Paragraph 4 above within 15 business days after notice from Owner to the Surety of the Contractor Default, formal termination of the Contract or the Contractor's right to complete the Contract, except that the Surety shall proceed within 24 hours after notice, where the notice states that immediate action by the Surety is necessary to safeguard life or property.

6. The Surety shall be deemed to be in default on this Performance Bond three business days after receipt of written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Performance Bond in accordance with the notice given pursuant to paragraph 5 above. Thereafter, if the Surety fails to proceed in accordance with Paragraphs 4 and 5 above, the Owner shall be entitled to enforce any legal or equitable remedy available to the Owner. If the Surety has denied liability, in whole or in part, the Owner shall be entitled without further notice to Surety to enforce any legal or equitable remedies available to the Owner.

7. After the Owner has terminated the Contract or the Contractor's right to complete the Contract, and if the Surety is proceeding under subparagraphs 4(a) or 4(b) above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, except that the Surety shall have no right to refuse performance by reason of Owner's non-payment to the Contractor, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. The Surety shall be obligated to the limit of Bond Amount as set forth above, subject, however, to a commitment by the Owner for payment to the Surety of the Balance of the Contract Price in mitigation of costs and damages on the Contract.

The Surety shall be obligated, without duplication, for:

a. The responsibilities of the Contractor for correction of defective or unsuitable work and performance and completion of the Contract and the warranty obligations under the Contract;

b. Additional legal, design professional, and delay costs and fees incurred by the Owner as a result of the Contractor's Default, and as a result of the Surety's actions or failures to act under Paragraph 4 above;

c. Liquidated damages as specified in the Contract, or, if no liquidated damages are specified in the Contract, actual damages and consequential damages incurred by the Owner as a result of delayed performance or non-performance of the Contract by the Contractor or the Surety; and

d. Payment of all unpaid and due and owing fees or payments owed to the Owner under the Contract at the time of the Contractor Default.

8. To the extent of payment to the Surety of the Balance of the Contract Price, the Surety shall defend, indemnify, and hold harmless the Owner from all claims, suits, causes of actions, and demands (including all costs of litigation and a reasonable attorney's fee), which are brought against the Owner by the Contractor or any other party and which arise from or by reason of payment to the Surety the Balance of the Contract Price.

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

10. Any proceeding, suit, or claim, legal or equitable, under this Performance Bond shall be instituted in the U.S. District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County and shall be instituted within two years of the date on which the Surety refuses or fails to perform its obligations under this Performance Bond, in accordance with Paragraphs 4 and 5 above. If the provisions of this Paragraph are void or prohibited by law, the minimum limitations period available to sureties as a defense in the jurisdiction of the proceeding, suit, or claim shall be applicable.

11. All notices to the Surety or the Contractor shall be in writing and mailed or delivered to the respective addresses identified herein. In the event of a change in the address of the Surety or the Contractor, such party shall promptly provide notice to the Owner and the other party, with such notice to include the Contract No. and this Performance Bond No.

12. When this Performance Bond has been furnished to the Owner in compliance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq., any provision in this Performance Bond which conflicts with the statutory or legal requirement of such statute shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

13. The law controlling the interpretation or enforcement of this Performance Bond shall be Pennsylvania law.

14. Definitions

a. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including change orders, back charges, and credits due the Owner, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract and reduced further by all direct or consequential losses, costs, and expenses incurred by the Owner as a result of the Contractor Default, including, without limitation, costs of additional supervision or inspection by the Owner of the Contractor's work under the Contract and fees and expenses paid to attorneys or consultants or others hired by the Owner for purposes of monitoring or investigating the Contractor's work under the Contract or as a result of the Contractor Default.

b. Contract: The contract between the Owner and the Contractor identified above.

c. Contractor Default: "Contractor Default" shall have the meaning specified in Article 13 of the PAID General Conditions for Construction Contacts.

[Signatures Appear On Next Page]

CONTRACTOR AS PRINCIPAL:	**SURETY:**
	By: Attorney-in-Fact (attach power of attorney)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date: _____	Date: _____
(Corporate Seal)	(Surety Seal)

EXHIBIT B

PAYMENT BOND

Bond No. _____

Owner/Obligee: Philadelphia Authority for Industrial Development (PAID)
Philadelphia Industrial Development Corporation (PIDC)

Contractor/Principal: _____

Surety: _____

Bond Amount: _____

Contract No.: _____

Date of Contract: _____

Project Name: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, and their heirs, executors, administrators successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Contract identified above, which is incorporated herein by reference. This Payment Bond shall be also deemed to guarantee payment for labor and materials provided by subcontractors in accordance with the Pa. Mechanics' Lien Law of 1963.

2. With respect to the Owner, this obligation shall be null and void if the Contractor or the Surety:

a. Promptly makes payment, directly or indirectly, for all sums due Claimants, provided, however, that "all sums due" shall not be construed to include payment of attorney's fees or any penalties recoverable by Claimants against another party; and

b. Defends, indemnifies, and holds harmless the Owner from any claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Contract, provided the Owner has promptly notified the Contractor and the Surety (at the addresses identified herein) of any such claims, demands, liens, or suits and has tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

3. With respect to Claimants, this obligation shall be null and void if the Contractor or the Surety promptly makes payment, directly or indirectly, for all sums due, provided, however, that "all sums due" shall not be construed to include payment of attorney's fees or any penalties recoverable by Claimants against another party.

4. In the event that the Contractor or the Surety shall not make prompt payment to Claimants, the Surety's obligation to Claimants under this Payment Bond, and a Claimant's rights under this Payment Bond, shall be governed solely by the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq., and the Pa. Mechanics' Lien Law of 1963.

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

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

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

8. Any suit or action under this Payment Bond shall be commenced by a Claimant strictly in accordance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq., or any other applicable law.

9. All notices to the Surety or the Contractor shall be in writing and mailed or delivered to the respective addresses identified herein. In the event of a change in the address of the Surety or the Contractor, such party shall promptly provide notice to the Owner and the other party, with such notice to include the Contract No. and this Performance Bond No.

10. When this Payment Bond has been furnished to the Owner in compliance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq., or the Pa. Mechanics' Lien Law of 1963, any provision in this Payment Bond which conflicts with the statutory or legal requirement of such statutes shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

11. Upon request by any person or entity appearing to be a potential Claimant under this Payment Bond, the Contractor or the Surety shall promptly furnish a copy of this Payment Bond or shall promptly permit a copy to be made.

12. The law controlling the interpretation or enforcement of this Payment Bond shall be Pennsylvania law.

13. Definitions

a. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract.

b. Contract: The contract between the Owner and the Contractor identified above.

c. Labor, materials, or equipment: All labor supplied or performed, all materials furnished, all equipment or machinery rented, and all services rendered by public utilities in the performance of the work under the Contract, whether or not such labor, material, equipment, machinery, or public utility services enter into and become component parts of the work or improvement contemplated by the Contract, including, inter alia: (a) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in preparing the work site for the performance of the work covered by the Contract; (b) all equipment, machinery, public utility services, labor, shoring, sheathing and blasting supplies, and other materials used on the work site in doing such excavating as may be necessary or required to institute or perform the work specified in the Contract; (c) all water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors; and (d) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in the performance of work or of maintenance required by or performed under the terms of the Contract.

[Signatures Appear On Next Page]

CONTRACTOR AS PRINCIPAL:	**SURETY:**
	By: Attorney-in-Fact (attach power of attorney)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date: _____	Date: _____
(Corporate Seal)	(Surety Seal)

EXHIBIT C

CONTRACTOR'S ACKNOWLEDGMENT OF INTERIM PAYMENT AND PARTIAL WAIVER AND RELEASE OF LIENS AND CLAIMS

The undersigned _____ ("Contractor") hereby acknowledges receipt from the Philadelphia Authority for Industrial Development and/or Philadelphia Industrial Development Corporation ("Owner") of the sum of $_____ (the "Interim Payment"), which Interim Payment, together with all payments previously paid by Owner to or for the account of Contractor, constitutes payment in full of all sums due from Owner to Contractor for labor performed and materials and equipment furnished by Contractor, and any and all of its subcontractors and suppliers, pursuant to that certain Contract between Owner and Contractor dated ____ _____, as modified by and including any and all change orders, extras, additions and substitutions (the "Contract"), in connection with _____ _____ (the "Project") together with all related site improvements (the "Property"), through the date of ___ _____, 20____.

Contractor acknowledges that the total amount of the Contract Sum to date is $_____ _____, on which the Contractor has been paid to date $_____, the receipt of which is hereby acknowledged.

The Interim Payment is more particularly described in the Contractor Payment Application No. ___ dated _____, 20____ (the "Contractor Application") previously submitted by Contractor to Owner, which Contractor Application is incorporated herein by this reference. Contractor hereby represents and warrants to Owner (i) the Interim Payment constitutes payment in full of all amounts due from Owner to Contractor for labor performed and materials and equipment furnished arising out of or relating to the Contract as of the effective date of the Contractor Application, (ii) no notice of unpaid balance and right to file lien or mechanic's or materialman's lien or claim has been filed against the Property by Contractor, (iii) to the best of Contractor's knowledge, information and belief, no notice of unpaid balance and right to file lien, stop notice or mechanic's or materialman's lien or claim has been filed against the Property by any of its subcontractors or suppliers of Contractor who performed labor or furnished materials or equipment with respect to the Project, (iv) there is no known basis for the filing of any mechanic's or materialman's lien, claim or stop notice with respect to the Project, and (v) all subcontractors and suppliers of subcontractors who were entitled to receive a portion of any progress payment previously paid to Contractor with respect to the Project have been paid in full.

Contractor, on behalf of itself and its subcontractors and suppliers, and its and their subcontractors and suppliers, for and in consideration of the Interim Payment, hereby forever waives, releases, discharges, and relinquishes any and all actions, causes of action, liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Owner and Owner's successors and assigns, for labor performed or materials or equipment furnished in connection with the Project as of the date hereof.

IN WITNESS WHEREOF, Contractor has caused this instrument to be signed by its duly authorized representative and intends to be legally bound hereby.

ATTEST:

By:_____
(Title)

CONTRACTOR:

By:_____
(Title)

Sworn to and Subscribed before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: _____

EXHIBIT D

CONTRACTOR'S ACKNOWLEDGMENT OF FINAL PAYMENT AND FINAL WAIVER AND RELEASE OF LIENS AND CLAIMS

The undersigned _____ ("Contractor") hereby acknowledges receipt from the Philadelphia Authority for Industrial Development and/or Philadelphia Industrial Development Corporation ("Owner") of the sum of $_____ (the "Final Payment"), which Final Payment, together with all payments previously paid by Owner to or for the account of Contractor, constitutes payment in full of all sums due from Owner to Contractor for labor performed and materials and equipment furnished by Contractor, and any and all of its subcontractors and suppliers, pursuant to that certain Contract between Owner and Contractor dated _____ _____, as modified by and including any and all change orders, extras, additions and substitutions (the "Contract"), in connection with _____ (the "Project") together with all related site improvements (the "Property").

The Final Payment is more particularly described in the Contractor Payment Application No. ____ dated _____, 20____ (the "Contractor Application") previously submitted by Contractor to Owner, which Contractor Application is incorporated herein by this reference. Contractor hereby represents and warrants to Owner (i) the Final Payment constitutes payment in full of all amounts due from Owner to Contractor for labor performed and materials and equipment furnished arising out of or relating to the Contract as of the effective date of the Contractor Application, (ii) no notice of unpaid balance and right to file lien or mechanic's or materialman's lien or claim has been filed against the Property by Contractor, (iii) to the best of Contractor's knowledge, information and belief, no notice of unpaid balance and right to file lien, stop notice or mechanic's or materialman's lien or claim has been filed against the Property by any of its subcontractors or suppliers of Contractor who performed labor or furnished materials or equipment with respect to the Project, (iv) there is no known basis for the filing of any mechanic's or materialman's lien, claim or stop notice with respect to the Project, and (v) all subcontractors and suppliers of subcontractors who were entitled to receive a portion of any progress payment previously paid to Contractor with respect to the Project have been paid in full.

Contractor, on behalf of itself and its subcontractors and suppliers, and its and their subcontractors and suppliers, for and in consideration of the Final Payment, hereby forever waives, releases, discharges, and relinquishes any and all actions, causes of action, liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Owner and Owner's successors and assigns, for labor performed or materials or equipment furnished in connection with the Project or under the Contract.

Contractor further declares that, by signing and sealing this instrument, Contractor shall be completely barred from filing or maintaining any and all liens, claims and stop notices against the Project and the Property for or with respect to the Project, and that in the event that any such lien, claim or stop notice is filed, Contractor shall immediately take steps to cause such lien, claim or stop notice to be discharged and satisfied. Contractor shall indemnify, defend and hold harmless Owner from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the assertion by Contractor, or any of its subcontractors or suppliers, of any mechanic's lien or claim or the filing of any mechanic's lien, claim, notice of intention or stop notice against the Project or the Property or the failure to discharge mechanic's liens, claims and other filings, as foresaid.

Contractor assumes entire responsibility and liability for any and all claims and/or damages of any nature or character whatsoever for which Contractor and/or Surety, if any, shall be liable under the Contract Documents, or by operation of law, with respect to the Project covered by the aforementioned Contract, and agrees to defend, indemnify and save Owner harmless from and against all claims, demands, liabilities, interests, loss, damage, attorneys' fees, costs and expense of whatsoever kind or nature, whether for property damage or personal injuries (including death) to any and all persons, whether employees of Owner, or otherwise caused or occasioned thereby, resulting therefrom, arising out of or therefrom, or occurring in connection therewith or as imposed by law, limited to the scope of the

subject matter of said subcontract. Contractor further agrees to defend, indemnify and save Owner harmless from any and all manner of claims, damages or suits, including all costs and expenses (including attorneys' fees) which Owner may incur or sustain in connection with same.

IN WITNESS WHEREOF, Contractor has caused this instrument to be signed by its duly authorized representative and intends to be legally bound hereby.

ATTEST: CONTRACTOR:

By:_____ By:_____
(Title) (Title)

Sworn to and Subscribed before me this _____ day of _____, 20___.

_____
Notary Public My Commission Expires: _____

EXHIBIT E

SUBCONTRACTOR'S ACKNOWLEDGMENT OF INTERIM PAYMENT AND PARTIAL WAIVER AND RELEASE OF LIENS AND CLAIMS

The undersigned _____ ("Subcontractor") hereby acknowledges receipt from _____ ("Contractor") of the sum of $_____ _____ (the "Interim Payment"), which Interim Payment, together with all payments previously paid by Contractor to or for the account of Subcontractor, constitutes payment in full of all sums due from Contractor to Subcontractor for labor performed and materials and equipment furnished by Subcontractor, and any and all of its subcontractors and suppliers, pursuant to that certain Subcontract between Contractor and Subcontractor dated _____, as modified by and including any and all change orders, extras, additions and substitutions (the "Subcontract"), in connection with _____ (the "Project") together with all related site improvements (the "Property"), through the date of _____, 20___.

Subcontractor acknowledges that the total amount of the Subcontract Sum to date is $_____ _____, on which the Subcontractor has been paid to date $_____, the receipt of which is hereby acknowledged.

The Interim Payment is more particularly described in the Subcontractor Payment Application No. ___ dated _____, 20___ (the "Subcontractor Application") previously submitted by Subcontractor to Contractor, which Subcontractor Application is incorporated herein by this reference. Subcontractor hereby represents and warrants to Philadelphia Authority for Industrial Development and Philadelphia Industrial Development Corporation ("Owner") and Contractor (i) the Interim Payment constitutes payment in full of all amounts due from Contractor to Subcontractor for labor performed and materials and equipment furnished arising out of or relating to the Subcontract as of the effective date of the Subcontractor Application, (ii) no notice of unpaid balance and right to file lien or mechanic's or materialman's lien or claim has been filed against the Property by Subcontractor, (iii) to the best of Subcontractor's knowledge, information and belief, no notice of unpaid balance and right to file lien, stop notice or mechanic's or materialman's lien or claim has been filed against the Property by any of its subcontractors or suppliers of Subcontractor who performed labor or furnished materials or equipment with respect to the Project, (iv) there is no known basis for the filing of any mechanic's or materialman's lien, claim or stop notice with respect to the Project, and (v) all subcontractors and suppliers of Subcontractor who were entitled to receive a portion of any progress payment previously paid to Subcontractor with respect to the Project have been paid in full.

Subcontractor, on behalf of itself and its subcontractors and suppliers, and its and their subcontractors and suppliers, for and in consideration of the Interim Payment, hereby forever waives, releases, discharges, and relinquishes any and all actions, causes of action, liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Owner, Contractor, and Owner's and Contractor's successors and assigns, for labor performed or materials or equipment furnished in connection with the Project as of the date hereof.

IN WITNESS WHEREOF, Subcontractor has caused this instrument to be signed by its duly authorized representative and intends to be legally bound hereby.

ATTEST:

By:_____
(Title)

SUBCONTRACTOR:

By:_____
(Title)

Sworn to and Subscribed before me this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

EXHIBIT F

SUBCONTRACTOR'S ACKNOWLEDGMENT OF FINAL PAYMENT AND FINAL WAIVER AND RELEASE OF LIENS AND CLAIMS

The undersigned _____ ("Subcontractor") hereby acknowledges receipt from ("Contractor") of the sum of $_____ (the "Final Payment"), which Final Payment, together with all payments previously paid by Contractor to or for the account of Subcontractor, constitutes payment in full of all sums due from Contractor to Subcontractor for labor performed and materials and equipment furnished by Subcontractor, and any and all of its subcontractors and suppliers, pursuant to that certain Subcontract between Contractor and Subcontractor dated _____ _____, as modified by and including any and all change orders, extras, additions and substitutions (the "Subcontract"), in connection with _____ _____ (the "Project") together with all related site improvements (the "Property").

The Final Payment is more particularly described in the Subcontractor Payment Application No. __ dated _____, 20____ (the "Subcontractor Application") previously submitted by Subcontractor to Contractor, which Subcontractor Application is incorporated herein by this reference. Subcontractor hereby represents and warrants to the Philadelphia Authority for Industrial Development and/or Philadelphia Industrial Development Corporation ("Owner") and Contractor (i) the Final Payment constitutes payment in full of all amounts due from Contractor to Subcontractor for labor performed and materials and equipment furnished arising out of or relating to the Subcontract as of the effective date of the Subcontractor Application, (ii) no notice of unpaid balance and right to file lien or mechanic's or materialman's lien or claim has been filed against the Property by Subcontractor, (iii) to the best of Subcontractor's knowledge, information and belief, no notice of unpaid balance and right to file lien, stop notice or mechanic's or materialman's lien or claim has been filed against the Property by any of its subcontractors or suppliers of Subcontractor who performed labor or furnished materials or equipment with respect to the Project, (iv) there is no known basis for the filing of any mechanic's or materialman's lien, claim or stop notice with respect to the Project, and (v) all subcontractors and suppliers of subcontractors who were entitled to receive a portion of any progress payment previously paid to Subcontractor with respect to the Project have been paid in full.

Subcontractor, on behalf of itself and its subcontractors and suppliers, and its and their subcontractors and suppliers, for and in consideration of the Final Payment, hereby forever waives, releases, discharges, and relinquishes any and all actions, causes of action, liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Owner, Contractor, and Owner's and Contractor's successors and assigns, for labor performed or materials or equipment furnished in connection with the Project or under the Subcontract.

Subcontractor further declares that, by signing and sealing this instrument, Subcontractor shall be completely barred from filing or maintaining any and all liens, claims and stop notices against the Project and the Property for or with respect to the Project, and that in the event that any such lien, claim or stop notice is filed, Subcontractor shall immediately take steps to cause such lien, claim or stop notice to be discharged and satisfied. Subcontractor shall indemnify, defend and hold harmless Owner and Contractor from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the assertion by Subcontractor, or any of its subcontractors or suppliers, of any mechanic's lien or claim or the filing of any mechanic's lien, claim, notice of intention or stop notice against the Project or the Property or the failure to discharge mechanic's liens, claims and other filings, as foresaid.

Subcontractor assumes entire responsibility and liability for any and all claims and/or damages of any nature or character whatsoever for which Subcontractor and/or its Surety, if any, shall be liable under the Contract Documents and Subcontract Documents, or by operation of law, with respect to the Project covered by the aforementioned Subcontract, and agrees to defend, indemnify and save Owner and Contractor harmless from and against all claims, demands, liabilities, interests, loss, damage, attorneys' fees, costs and expense of whatsoever kind or nature, whether for property damage or personal injuries

(including death) to any and all persons, whether employees of Contractor, or otherwise caused or occasioned thereby, resulting therefrom, arising out of or therefrom, or occurring in connection therewith or as imposed by law, limited to the scope of the subject matter of the Subcontract. Subcontractor further agrees to defend, indemnify and save Owner and Contractor harmless from any and all manner of claims, damages or suits, including all costs and expenses (including attorneys' fees) which Owner or Contractor may incur or sustain in connection with same.

IN WITNESS WHEREOF, Subcontractor has caused this instrument to be signed by its duly authorized representative and intends to be legally bound hereby.

ATTEST:

By:_____
(Title)

SUBCONTRACTOR:

By:_____
(Title)

Sworn to and Subscribed before me this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

EXHIBIT G – EXECUTION OF CONTRACT

On-Call Fence Repair Contract
]
for
Philadelphia Authority for Industrial Development/Philadelphia Industrial Development Corporation

This Contract between PAID (through PIDC) and Contractor consists of (1) the General Conditions, (2) the Project Manual and Construction Specifications, (3) the Contractor's Bid Proposal, (4) the Plans and Drawings with all of the notes thereon (excluding any records or reports of test borings, underground structures, and test piles), (5) any additional exhibits or attachments to any of the foregoing, and (6) any Addendums issued by PAID/PIDC (collectively, the "Contract").

NOTE: ANY CONTRACT THAT IS NOT EXECUTED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BELOW, MAY IN THE SOLE DISCRETION OF PAID/PIDC, BE REJECTED.

SIGNING OF CONTRACT

If Contractor is an INDIVIDUAL or a PARTNERSHIP, date and sign the Contract here, with original signatures, in ink.

This _____ day of _____ 20____

_____ _____
(Signature of Owner, Partner) (Type or Print Name and Title)

_____
(Business of Bidder)

If Contractor is a CORPORATION, date and sign the Contract here with original signature, in ink, by (a) President or Vice-President of the corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the corporation; and (c) affix the seal of the corporation. If the Contract is not signed by the President or Vice President; and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this Contract for the corporation.

This _____ day of _____ 20 _____

CORPORATE SEAL

_____
(Corporate or Business Name of Bidder)

_____
(Address, including Zip Code)

_____
(Telephone Number)

_____ _____
(Signature of President or Vice-President) (Signature of Secretary, Asst. Secretary, Treasurer or Assistant Treasurer)

_____ _____
(Type or Print Name and Title) (Type or Print Name and Title)

APPROVED AS TO FORM: CONTRACT EXECUTION:

_____ _____
(PAID/PIDC General Counsel) (PAID/PIDC Chairman)

EXHIBIT H – BID BOND

Bond No. _____ Bond Amount: $_____ (10% of Gross Bid Price)

Bid/Project Name: _____

Owner Obligee: Philadelphia Authority for Industrial Development (PAID)
Philadelphia Industrial Development Corporation (PIDC)

Principal Obligor: _____

Surety: _____

1. The Principal Obligor has submitted a Bid to the Owner to perform certain work for the Project described above, located in Philadelphia, Pennsylvania.

2. The Principal Obligor and the Surety are hereby jointly and severally held and firmly bound unto the Owner in the sum stated above, which sum is 10% OF THE GROSS AMOUNT OF THE BID PRICE, of lawful money in the United States of America, to be paid to the Owner, its successors, and assigns, for the payment of which the Principal Obligor and the Surety, do firmly bind themselves, and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, unto the Owner, and its successors, and assigns sealed with their seals and dated the _____ day of _____, 20_____.

3. The condition of this Bid Bond is such that, if the Owner shall accept the Bid of the Principal Obligor and the Principal Obligor shall enter into a contract with the Owner in accordance with the terms of such Bid and the Invitation to Bid and the Notice of Contract Award, and furnish such bond or bonds as are specified in the Invitation to Bid, with good and sufficient surety, for the faithful performance of the contract and for the prompt payment of labor and material furnished in the prosecution thereof, then the obligation of this Bid Bond shall be null and void; otherwise, the obligation of this Bid Bond shall remain in full force and effect.

4. Principal Obligor and Surety, for themselves and their heirs, executors, administrators, successors, and assigns, hereby authorize and empower the Owner to appear for them, or either of them, and their heirs, executors, administrators, successors, and assigns, and to confess a judgment against them or either of them, or their heirs, executors, administrators, successors or assigns, in favor of the Owner for the sum stated in this Bid Bond, without defalcation, with costs of suit, release of errors, and with 5% added for collection fees; hereby waiving the benefit of all exemption laws and the holding of inquisition of any real estate that may be levied upon by virtue of such judgment, voluntarily condemning such real estate and authorizing the entry of such condemnation upon any writ of fieri facias and agreeing that such real estate may be sold under the same; and further waiving all errors, defects and imperfections whatsoever in the entering of the such judgment or any process thereon, and hereby agreeing that no writ of error or objection of motion or rule to open or strike off judgment or to stay execution or appeal, shall be made or taken thereto. This Bid Bond, or a copy thereof, attested as aforesaid, shall be full warrant and authority for the doing of the foregoing acts.

CORPORATE SEAL:

PRINCIPAL OBLIGOR:

_____(SEAL)
President or Vice President (or Owner or Authorized General Partner)

_____(SEAL)
Secretary or Treasurer
(or either of their assistants)

_____(SEAL)
Secretary or Treasurer
(or either of their assistants)

SURETY SEAL:

SURETY:

_____(SEAL)
Attorney-In-Fact

NOTE:

(1) All bidders must utilize this Bid Bond Form when submitting a bid to the Owner.

(2) If the Principal Obligor is an individual or partnership, the Bid Bond must be signed by the owner or authorized general partner. Please identify on the Bid Bond the type of business (e.g., individual proprietorship or partnership) and title of party executing the Bid Bond.

(3) The Bid Bond must be executed by a surety company duly authorized and licensed to act as surety by the Pennsylvania Insurance Commissioner pursuant to the laws of the Commonwealth of Pennsylvania and the Surety must appear on the U.S. Treasury Department's list of certified sureties (Circular 570, as amended).

(4) Certification to the Owner of the attorney-in-fact to commit the Surety, and a true and correct statement of the financial condition of the Surety, must accompany this Bid Bond.

CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY

SMALL & LOCAL BUSINESS PLAN

Forms, Instructions and Special Contract Provisions
on-call fence contract-RFP

INTRODUCTION

Under the authority of Executive Order No. 06-25, the City of Philadelphia (the "City") has established a Policy for the City of Philadelphia Small Business Program (the "SBE Policy") relating to the participation of Small Business Enterprises ("SBE") in City contracts. The Policy is administered by the Office of Economic Opportunity ("OEO").

The City is committed to fostering economic opportunity for all and enabling all businesses to compete for City contracts without the impediments of discrimination. The goal of the SBE Policy is to ensure that all purchasing and contracting activities are conducted in a fair and equitable manner with increased emphasis on SBE outreach, solicitation and participation. This includes implementation of effective strategies to document and monitor prime contractors' compliance with, and commitments to, sub-contract work with SBEs.

The City's local businesses supply vital goods and services, offer important employment opportunities, and can help to build wealth and innovate commercial change. The City seeks to increase local economic impact by redirecting a greater share of City spending toward local businesses through the Local Business Entity Program ("LBE Program"), administered by the City's Procurement Department. The LBE Program can generate substantial economic returns through increased local spending.

In furtherance of the goals of Executive Order No. 06-25 and the SBE Policy, this Small & Local Business Plan ("SLBP") outlines the City's requirements for the participation of small and local businesses on this particular Project.

Further clarification of OEO's Small Business Program, along with assistance in completing forms, can be obtained by phone at (215) 683-2071 or by email at oeophila@phila.gov. More information on Procurement's Local Business Program can be obtained by phone at (215) 686-5940 or by email at LBEcertification@phila.gov.

1. DEFINITIONS

A. Availability. The percentage of SBEs and LBEs that are ready, willing, and able to perform specific types of government contracts or procurements, compared to all businesses in the market that are capable of performing the same type of work.

B. Best and Good Faith Efforts. Efforts undertaken in good faith in furtherance of the participation goals required under this SLBP and which a reasonable person would perceive to be of a nature and scope likely to achieve such goals, regardless of whether the goals are in fact met.

C. Certifying Agency. A recognized certification agency that verifies a business meets specific size and revenue standards. Approved Certifying Agencies are identified on OEO's website at Certifying Agencies | Office of Economic Opportunity | City of Philadelphia.

D. Commercially Acceptable Function. A business or contractor performs a Commercially Acceptable Function when it is responsible for executing the work of a contract and is carrying out its responsibilities by directly performing, managing, and supervising the work

involved. To perform a Commercially Acceptable Function the business or contractor must perform a distinct element of the work required by, and commensurate with the dollar amount set forth for such work in, the contract or subcontract.

E. Contract. The contract awarded by the City for the Project whether as a result of a competitive bid or request for proposals

F. Dominant in Its Field of Operation. A company that holds significant control and influence over their specific industries or markets, allowing them to shape prices, set standards, and operate with minimal competitive pressure.

G. Local Business Entity (LBE). A business that has been certified as a Local Business Entity, consistent with the City's requirements governing eligibility for such certification. More information about the LBE Program can be found on the City's webpage at Procurement Department | Local Preference.

H. OEO Registry. OEO maintains a registry of businesses that have been certified as SBE by a Certifying Agency. Information about OEO's Registry can be found on OEO's website at OEO Registry | Office of Economic Opportunity | City of Philadelphia.

I. Participant. Any SBE or LBE engaged to perform work on the Project either as a prime contractor or as a subcontractor.

J. Project. The work to be completed under the Contract and as defined in **Appendix 1: Participation Range Memo**.

K. Respondent. Any person or entity responding to a City contracting opportunity for the Project, whether by bid or proposal.

L. Small Business Enterprise (SBE). Any for-profit, independently-owned business that is domiciled in the United States that is not Dominant in Its Field, employs one hundred (100) or fewer employees, and earns forty-seven million dollars ($47,000,000) or less in average annual revenue over a three-year period. SBEs are subdivided into the following tiers according to revenue and employee number criteria, as may be updated from time to time at the sole discretion of the City:

1. **"Micro-Small Business**" is an SBE with one million dollars ($1,000,000) or less in average annual revenue over a three-year period and has ten (10) or fewer employees.
2. **"Emerging Small Business"** is an SBE with more than one million dollars ($1,000,000) but less than ten million dollars ($10,000,000) in average annual revenue over a three-year period and has twenty-five (25) or fewer employees.
3. **"Midsize Business"** is an SBE with more than ten million dollars ($10,000,000) but less than twenty-three million five hundred thousand dollars ($23,500,000) in average annual revenue over a three-year period with fifty (50) or fewer employees.
4. **"Macro Business"** is an SBE with more than twenty-three million five hundred thousand dollars ($23,500,000) but less than forty-seven million dollars ($47,000,000) in average annual revenue over a three-year period with one hundred (100) or fewer full-time employees.

To account for differences in industry, the City will use the United States Small Business Administration's ("SBA") method of identifying SBEs for industries with high value, low volume products—such as wholesale/distribution/manufacturing firms, and heavy equipment or vehicle sales—by counting employees rather than revenue, to avoid disqualifying small firms that generate high revenue with minimal staff. This system ensures a fair and consistent method for determining SBE eligibility across industries.

The SBA regularly updates these standards to align with economic conditions, industry trends, inflation, and federal contracting needs. Businesses must identify the correct

NAICS code, confirm they meet the applicable size metric, and maintain documentation supporting ownership, control, receipts, and workforce levels.

M. S/LBE. An entity that qualifies as both a Small Business Enterprise and Local Business Entity.

N. Submission. A Respondent's response to the City contracting opportunity for the Project, whether by bid or proposal.

O. Utilization. The percentage of contract dollars awarded to SBEs or LBEs over a given reporting period.

2. SBE PARTICIPATION GOALS & REQUIREMENTS

A. SBE GOALS

OEO has calculated SBE participation goals based upon the Availability of SBEs for the scope of work identified for the Project, the total dollar value of the Project, and an assessment of past performance of similar work. The SBE participation goals for this Project are set forth in **Appendix 1: Participation Range Memo**. If OEO has not set participation ranges, then the Respondent is still required to exercise Best and Good Faith Efforts to include SBEs in its Submission.

These goals represent the level of participation that should be attained by SBEs from business opportunities existing in the available market through the exercise of Best and Good Faith Efforts and in the absence of discrimination in the solicitation.

B. SBE REQUIREMENTS

1. SBE Participant Credit

   If Respondent is an SBE and will self-perform work on the Project, the SBE Respondent will be credited for the participation range for its certification category. Participation will be credited to SBE Participants only if the following conditions are met:

   a) SBE Participant is certified by a Certifying Agency at the time of contract award;

   b) SBE Participant is in the OEO Registry at the time of contract award; and

   c) SBE Participant performs a Commercially Acceptable Function.

2. SBE Joint Venture Partner Participation Credit

   If an SBE is a partner in a joint venture created for purposes of performing work on the Project, that SBE partner will be credited for the participation ranges only to the extent of the SBE partner's ownership interest in the joint venture and only if the SBE partner meets the following criteria:

   a) SBE partner is certified by a Certifying Agency at the time of contract award;

   b) SBE partner is identified in the OEO Registry at the time of contract award;

   c) SBE partner derives a "substantial benefit" from the Contract;

d) SBE partner is substantially involved in all phases of the Contract including planning, staffing, and daily management; and

e) The business arrangement is customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital, and other resources, etc.).

3. LBE PARTICIPATION GOALS & REQUIREMENTS

A. LBE GOALS

The City may calculate LBE or S/LBE participation goals based upon the Availability of LBEs for the scope of work identified for the Project, the total dollar value of the Project, and an assessment of past performance of similar work. If applicable, the LBE participation goals for this Project are set forth in **Appendix 1: Participation Range Memo**.

If the Project does not have participation goals for LBEs, note that the City may consider Respondent's intent to utilize LBEs when evaluating local impact criteria, if applicable. The City strongly encourages the use of LBEs at all tiers of the Project when feasible.

B. LBE REQUIREMENTS

If Respondent is an LBE and will self-perform work on the Project, the LBE Respondent will be credited for the participation range for its certification category. Participation will be credited to LBE Participants only if the following conditions are met:

1. LBE Participant is certified as an LBE by the Procurement Department at the time of contract award; and

2. LBE Participant performs a Commercially Acceptable Function.

4. SUBMISSION REQUIREMENTS

A. Responsiveness

1. Respondent's compliance with this SLBP, including the submission of any required forms and supporting documentation, is an element of responsiveness to the contract opportunity for the Project and failure to submit the required forms and documentation may result in rejection of Respondent's Submission.

2. To be deemed responsive, Respondent's Submission must contain documentary evidence of any Participants that have been solicited and will be used by Respondent on the Contract, if awarded. Documentary evidence must be submitted in accordance with the instructions outlined in this SLBP and in response to each of the participation ranges included in **Appendix 1**, as applicable.

3. After reviewing the Respondent's Submission and any other information OEO deems relevant to its evaluation, OEO will make a written determination as to Respondent's responsiveness that will be forwarded to the awarding City Department. If Respondent is determined non-responsive by OEO, Respondent will be notified and may file a written appeal with the Deputy Director of OEO within forty-eight (48) hours of the date of notification. The decision of the Deputy Director of OEO shall be final.

4. Respondent must verify that all forms, information, and documentation submitted to the City are true and correct and acknowledge that the submission of false information by Respondent is subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, which may include payment of a fine of at least $1,000 and a term of imprisonment of not more than two years.

B. Solicitation & Participation Form

1. Respondent must complete **Appendix 2: Solicitation & Participation Form** ("S&P Form") to document all solicitations and commitments made by Respondent. A completed S&P Form must be included in Respondent's Submission regardless of whether commitments resulted.

    a) Respondent should only make actual solicitations of Participants whose services or materials are within the scope of the Project. Mass mailing of a general nature or similar methods to Participants will not be deemed as solicitation but rather will be treated as informational notification only.

    b) A reasonable period of time should be given to all solicited Participants to ensure there is sufficient time to adequately prepare quotes/subproposals.

    c) Respondent's listing of a commitment with a Participant constitutes a representation that Respondent has made a legally binding commitment to contract with such Participant upon award of a Contract by the City ("Contract Commitment(s)").

2. Failure to Submit S&P Form. Failure to submit a completed S&P Form may result in rejection of Respondent's Submission as nonresponsive. The City, at its sole discretion, may allow Respondents to submit or amend Submissions at any time prior to award which may result in revision to Respondent's participation commitments.

3. Joint Venture Eligibility Information Form. If Respondent has entered into a joint venture with a partner, Respondent must also submit the "Joint Venture Eligibility Information Form," available by request from OEO, for the City's review and approval of the joint venture arrangement.

C. Best and Good Faith Efforts

1. Respondents are required to use Best and Good Faith Efforts in the solicitation and recruitment of SBE or LBE Participants to work on the Project, even if OEO has not established participation ranges for the Project.

    a. If Respondent does not fully meet each of the participation goals established for the Project, Respondent must demonstrate that it exercised Best and Good Faith Efforts to achieve the participation goals and submit a written request, on letterhead, for the reduction of part or all of the participation goals ("Request For Reduction/Waiver").

    b. If OEO has not established participation ranges for the Project, Respondent must demonstrate that it exercised Best and Good Faith Efforts to solicit and recruit SBEs and/or LBEs for the Project.

2. Respondent's documentary evidence must show that Respondent took all necessary steps and made reasonable efforts to achieve the participation goals or to include SBEs and/or LBEs in the Project, even if these efforts were not fully successful.

3. Failure to provide such documentary evidence may result in rejection of the Submission as nonresponsive. The City, at its sole discretion, may allow Respondent to submit or amend its Submission at any time prior to award which may result in revision to Respondent's participation commitments.

4. OEO will evaluate the scope, intensity, and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve participation commensurate with the goals range taking into account the Availability of SBEs and LBEs.

5. Documentation of Best and Good Faith Efforts undertaken may include, but is not limited to:

    a) Types and amount of work made available to Participants

    b) Solicitation of certified Participants

    c) Any and all quotes received from any Participant and firm selection process notes

    d) Reasons for not committing with any Participants that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Respondent

    e) Advertisements for participation

    f) The extent to which Respondent sought assistance from government agencies to facilitate solicitation of Participants

    g) Information provided by Respondent to Participants regarding the Project

    h) Assistance with bonding, financing and resources

    i) Any additional supporting data and documentation or other relevant information

    j) Where Respondent intends to perform services itself, without subcontracting, an explanation of the rationale for doing so

6. Respondent's documentary evidence will be reviewed by OEO to determine, at its sole discretion, whether Respondent exercised Best and Good Faith Efforts to achieve the Project's participation goals or to include SBEs and/or LBEs in the Project.

7. OEO's review may include, without limitation:

    a) Whether Participants were treated at least as favorably as other businesses in the solicitation and commitment process. For example, OEO may investigate whether Participants were given the same information, access to the plans and requirements of the Contract and given adequate amount of time to prepare a quote/subproposal as others who were solicited by Respondent.

b) Whether all eligible Participants were accorded the same level of outreach as other similarly situated Participants and whether Participants received outreach at least as favorable as outreach to non-Participant entities. For example, OEO may investigate whether Respondent short-listed any Participants for participation or solicited any Participants at any pre-proposal meetings.

c) Whether Respondent's contracting decisions were based upon policies which disparately affect Participants. OEO may consider whether Respondent employs policies which facilitate the participation of Participants on City contracts such as segmentation of the Contract or prompt payment practices.

d) Whether Respondent's selected portions of work or material needs are consistent with the capacity of available Participant subcontractors and suppliers.

6. SPECIAL CONTRACT PROVISIONS

A. Contract Requirements

1. Contract Documents. This SLBP, including Appendix 1 as applicable, Respondent's completed S&P Form and any accompanying documents regarding the solicitation of and commitments with Participants, shall be considered a part of the Contract and will be expressly incorporated into the Contract upon award. Respondent agrees to provide any additional information and to complete any additional forms required by OEO prior to execution of the Contract.

2. Participant Subcontracts. Upon award of the Contract, the successful Respondent is required to enter into legally binding agreement(s) with Participants ("Participant Subcontract(s)") for the services and in the dollar amount(s) and percentage(s) as so committed pursuant to the Contract Commitment(s).

3. Changes to Contract Commitments. Participation commitments are to be maintained throughout the term of the Contract and shall apply to the total value of the Contract (including any increase/change orders). Any change in Contract Commitments, including but not limited to, substitutions for the listed Participants, changes or reductions in the work to be performed by Participants, and/or listed dollar/percentage amounts to be paid to Participants, must be pre-approved in writing by OEO.

4. Prompt Payment. The successful Respondent is required to pay any Participant subcontractors or suppliers promptly for services performed pursuant to the Contract (including the supply of materials) in an amount of its proportionate share.

5. Reports. On a monthly basis, the successful Respondent shall submit to OEO all required information, including but not limited to Participant data, certified payroll, and demographic data. When applicable, the successful Respondent shall submit workforce demographic data to the City's Labor Standards Unit ("LSU") in accordance with LSU's requirements.

6. Electronic Payment Systems. In connection with the payment of Participants, the successful Respondent is required to use the City's electronic systems for payment verification (B2GNOW Contract Compliance Reporting System) and certified payrolls (LCP Tracker) and/or any successor systems as may be determined by the City from time to time. Participants are required to verify receipt of payment in said systems. Failure to verify payment or to submit certified payrolls in said system(s) may result in withholding of payment.

7. Access to Information. OEO shall have the right to make site visits to Respondent's place of business and/or job site and obtain documents and information from any Respondent, SBE Participant, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain Respondent's responsiveness and responsibility. Failure to cooperate with OEO in its review may result in termination of the Contract.

8. Records. The successful Respondent shall maintain all books and records relating to Participants, Participant Subcontracts, and Contract Commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least five (5) years following expiration of the Contract. These records shall be made available for inspection by OEO and/or other appropriate City officials. The successful Respondent agrees to submit reports and other documentation to OEO as deemed necessary by OEO to ascertain the successful Respondent's fulfillment of its Contract Commitments.

B. Breach and Remedies

1. Breach. Respondent's failure to comply with the requirements of the SBE Policy, this SLBP, its Contract Commitment(s), or any other contract documents constitutes a material breach the Contract. If OEO determines that the Respondent has discriminated against an SBE or LBE at any time during the term of the Contract, OEO may recommend to the Procurement Commissioner the imposition of sanctions and the exercise of remedies.

2. Remedies. Notwithstanding any additional rights or remedies available under the Contract or in law or equity, in the event the City determines that the successful Respondent has failed to comply with any of the requirements of the SBE Policy, this SLBP, or the Contract, including substantial compliance with any Contract Commitment, the City may:

    a) Debar the successful Respondent from proposing on and/or participating in any future contracts for a period determined by the City not to exceed three (3) years;

    b) Withhold payment at the sole discretion of the City until corrective action is taken to the satisfaction of the City, in which case such withholding shall not be considered a penalty. If corrective action is not taken, the withheld payment shall serve as liquidated damages for the Respondent's failure to comply with the Contract; and/or

    c) Terminate the Contract.

    The City may exercise any or all remedies set forth in this SLBP, each of which may be pursued separately or in conjunction with any other remedies as the City in its sole discretion shall determine.

3. Sole Benefit of the City. These remedies are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision of any policy, this SLBP, or the Contract, shall not operate as a waiver of any of the City's rights in connection with the Contract nor shall it give rise to actions by any third parties, including identified Participants.

4. No Third-Party Beneficiaries. No privity of contract exists between the City and any Participant identified in any contract awarded for the Project. The City does not intend to give or confer upon any such Participant any legal rights or remedies in connection with subcontracted services pursuant to this SLBP or by reason of any contract awarded for the

Project. Nothing herein prevents the Participant from seeking a private cause of action under any legally binding contract to which it may be a party.

CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY

APPENDIX 1
Participation Range Memo

TO : Monica Trudeau , vice president, project management and engineering.PIDC

FROM : Ekpenyong Oji, Bus. Enterprise Coordinator, Office of Economic Opportunity

SUBJECT : **Project** – on-call fence contract-RFP

Mayor's Executive Order No. 06-25 – Small Business Enterprise (SBE) and Local Business Entity (LBE) Participation Ranges

DATE : October 28, 2026

Pursuant to Executive Order No. 06-25, OEO has set **the below** Participation Ranges for the subject Project, after reviewing, among other things, the type and scope of the Project at issue, the estimated dollar value of the Project, the number of SBEs and LBEs that may be available to participate on the type of Project, and applicable legal requirements for the contract or project:

SBE Ranges	
Micro	%
Emerging	%
Midsize	%
Macro	%
Other (if, applicable)	%
Total SBE Range	**6%**

LBE or S/LBE Ranges	
LBE Range	**%**
S/LBE Range	**%**

NAICs Code XXX – Description- ,179999 Building Supplies , Durable Wholesalers
Admin Support and Professional Services

CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY

APPENDIX 2
Solicitation & Participation Form

RESPONDENT		PROJECT #	
PROJECT NAME	on-call fence contract-RFP		
POSTED DATE		ESTIMATED VALUE	

List all SBEs and LBEs you have solicited to use for a Commercially Acceptable Function on this Project - copy this form as necessary.

- **SBEs and LBEs listed must be certified at the time of contract award.**
- **Respondent should attach supporting quotations with this form. The City reserves the right to request additional information which must be provided by Respondent within 48 hours of the City's request.**
- **If OEO did not set participation ranges for this Project, Respondent is still required to complete this form and attach documentation demonstrating Best and Good Faith Efforts to solicit SBEs and LBEs.**

SBE and LBE Information

Name of SBE or LBE Contact Information including, address, telephone number, and e-mail address	Scope of Work	NAICS Code	Subcontractor or Supplier	Dollar Amount for SBE and LBE	Percent of Total Proposal	Quote Received (Y/N)	Registry (Y/N)	SBE, LBE or S/LBE

I hereby certify that the above information is accurate to the best of my knowledge _____ (Signature) _____ (Title)

Additional Sheets May Be Used as Necessary

Fence Repair On-Call Contract Scope of Work

1. Reinstall 8ft high galvanized chain link fencing upon request from project owner. Original fence installation specification is as follows, to reinstall in kind:
    a. Fence frame to consist of 4" gate posts, 2.5" corner and 2" line posts. Top rail and corner braces to be 1-5/8", and a 7ga coil at the bottom.
    b. Fence frame members to be constructed with 40WT galvanized pipe.
    c. Galvanized 2in x 9ga chain link mesh fabric to be attached to framework with fence ties.
    d. Fence posts to be set in augured holes 10" diameter x 36" deep with 3,000psi concrete.
2. Work may consist of:
    a. Stand up and re-tie damaged existing chain link.
    b. Dig and set new posts that were cut off.
    c. Replace damaged top rails.
    d. Furnish and install galvanized 2in x 9ga chain link mesh fabric as needed.
    e. Fence posts to be set in augured holes 10" diameter x 36" deep with 3,000 psi concrete, as needed.
3. This Contract is a requirements contract for the supplies and services specified, and effective for the period stated, in the bid package. The quantities of supplies or services specified in the bid package are estimates only and are not guaranteed, and the quantities may vary depending on the needs of PAID/PIDC, and may be more or less than the estimated quantities listed. The estimated quantities listed will be used for comparison of contractors' prices and for basis of award. Except as the contract may otherwise provide, if the requirements of PAID/PIDC do not result in orders in the quantities described as "estimated" or "maximum" in the specifications, that fact shall not constitute a basis for an equitable price adjustment. Further, contractor acknowledges and agrees this Contract does not guarantee any purchases will be made (at either a minimum or maximum level).
4. Delivery or performance shall be made only as authorized by request issued in accordance with the specifications. Subject to any limitations in the specifications or elsewhere in this Contract, the Contractor shall furnish to PAID/PIDC all supplies and services specified in the in the bid package, and called for by orders issued in accordance with the specifications.
5. Except as this Contract otherwise provides, PAID/PIDC shall order from the Contractor all the supplies or services specified in the specifications that are required to be purchased by the activity or activities specified in the specifications.

6. PAID/PIDC is not required to purchase from the Contractor requirements in excess of any limit on total orders under this Contract.

7. If PAID/PIDC urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this Contract, and if the Contractor will not accept an order providing for the accelerated delivery, PAID/PIDC may acquire the urgently required goods or services from another source.

8. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and PIDC's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.