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PRODUCER	Commercial Lines - (304) 598-5678	in her	CONTACT Denise A NAME: Denise A PHONE (AC, No. Ext); 304-59		FAX (A/C, N	oj: 866-972-2565
	Wells Fargo Insurance S 1075 Van Voorhis Road,		la Inc.	ADDRESS; denise.	deem@wells	largo.com	
	Morgantown, WV 26505	-3403			ield Insurance	DING COVERAGE e Company	NAIC #
NSURED	Municipal Authority of the	e City of McKeesport		INSURER B			
	100 Atlantic Avenue			INSURER C			
				INSURER E			
	McKeesport PA 15132		0040000	INSURER F			
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M-945X (9-07)

Highway Occupancy Permit No.



<u>CERTIFICATE OF INSURANCE</u> (Single Permit Only) Utility Pacility Occupancy 67 Pa. Code. Chapter 459 "Occupancy of Stato Highways by Utilities"

Insured: Galway Bay Corporation

Address: PO Box 320

Mt Braddock PA 15465-0260

Insurer: Westfield Insurance Company

Insurance Agency: Wells Fargo Insurance Services of WV Inc.

1075 VanVoorhis Road, Suite 200 Morgantown WV 26505

Additional Insured: Commonwealth of Pennsylvania, Department of Transportation

This is to certify that:

(a) The occurrence-based Commercial General Liability (CGL) policy(-ies) of insurance listed below have been issued to the Insured named above and are in force at this time.

(b) The following coverage is provided by the policy(-ies) of insurance listed below. Initial in the space provided as certification of the insurance coverage provided (all blocks must be initialed):

(producer's initials) The Commonwealth of Pennsylvania, Department of Transportation is an additional insured for at least \$250,000 per person and \$1,000,000 per occurrence.
 (producer's initials) Contractual liability
 (producer's initials) Care, custody, and control
 (producer's initials) XCU - explosion (X), collapse (C), and underground (U) hazards

¹ Insured may attach Exhibit A to include subsidiary antities.

(c) The CGL policy(-ies) of insurance (occurrence-based or claims made with a two (2) year extended reporting period) listed below shall not be cancelled unless sixty (60) days (ten (10) days in the case of non-payment of premium) advance written notice of such intention to cancel delivered to the Department at the Bureau of Highway Safety and Traffic Engineering, 400 North Street, Harrisburg, PA 17120, Attention Central Office Permit Manager.

(d) The CGL policy(-les) of insurance listed below are without deductibles or the insured has provided the Department with a pre-approved plan of self-insurance for the amount of the deductible.

Policy Number(s): CMM3928866

Policy Expiration Date(s): March 7, 2012

We certify that the foregoing is true and correct and this Certificate of Insurance is made subject to the penalties provided in 18 Pa.C.S. § 4904 for purpose of obtaining a highway occupancy permit pursuant to 67 Pa. Code, Chapter 459.

Permittee/Permittee's Contractor
President
Vice-President
Sole Proprietor
Managing Partner
Other

Date:

Insurance Producer

Date:

2

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USER PROFILE

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ngs@cozen.com

215-701-2223 sion 12083 ess Unlisted Unlisted 24 2978 Harris, Adria . - (Supervisor of Library Services)

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ISSUED TO: Lanco Electric

MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT ALLEGHENY COUNTY, PENNSYLVANIA

CONTRACT DOCUMENTS FOR TWENTY EIGHTH AVENUE PUMP STATION IMPROVEMENTS

CONTRACT NO. 2010-10 ELECTRICAL CONSTRUCTION

JANUARY 2011 RELEASE FOR BID

KLH

ENGINEERS, INC. 5173 Campbells Run Road Pittsburgh, PA 15205 Telephone: (412) 494-0510 Fax: (412) 494-0426 E-mail: <u>info@klhengineers.com</u> Ref. No. 220-35

Section C

BID FORM - CONTRACT NO. 2010-10

Project Identification:	Twenty Eighth Avenue Pump Station Improvements
Contract Identification and Number:	Electrical Construction Contract No. 2010-10
This Bid is Submitted to:	Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132

C1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

C2 BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

C3 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

Date of Issuance	Addenda Number
February 1, 2011	1
February 10, 2011	2
February 15, 2011	3
March 1, 2011	4

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the

220/2010-10

work and has made such independent investigations as BIDDER deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

C3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, BIDDER has not directly or indirectly induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

C4 BIDDER will complete the Work under Contract No. 2010-10 for the following Lump Sum Price:

Lump Sum Contract Price Six Hundred Fifteen Thousand Dollars (Words)

\$ 615,000.00 (Figures)

C5 BIDDER hereby offers deductions from the lump sum bid price if the OWNER desires that alternate equipment from that shown in the technical specifications, identified below (BIDDER may insert deduction in the spaces below):

Specification No	Description		Deduction From Price
16140 - Wiring Devic	ces	Deduct\$	NA
16180 - Safety Disco Switches	onnect	Deduct\$	NA
16235 - Standby Emer Generator	rgency	Deduct\$	NA
16471 - Panel Boards	5	Deduct\$	NA
16479- Surge Protect	tive Device	Deduct\$	NA
16500- Lighting		Deduct\$	NA
16810 - Video Survei	illance	Deduct\$	NA
16910 - Instrumentat	tion	Deduct\$	NA
16925 - Custom Conti	col Panels	Deduct\$	NA
16950 - Variable Fre Motor Controllers	equency Drive	Deduct\$	NA
16990 - Motor Contro Low Voltage	ol Centers -	Deduct\$	NA

C6 BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.

C7 BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

C8 BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

C9 BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during

subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

C10 The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

C11 Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

C12 The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on March 7 2011.

(Execute the Bid Form on the following page)

IF BIDDER is:

)

)

An	Individu	ıal			
	Ву				
			(Indivi	dual	s Name)
	doing	business	as		
		(Busines:	Address	and	Telephone
Δτ	ertnerel	hin			

 	(Firm	Name)		
	(General	Part	ner)		
 (Business	Address	and	Phone	Number)	

Number)

A Corporation

By	Lanco Electric, Inc.	(Seal)
	(Corporation Name)	
	Pennsylvania	1
	(State of Incorporation)/ ///	//
By	Robert K. Landowski, V.P.	0
(Corporate	Person Authorized to Sign and Title of e Seal) Man Gount J Sharon E. Landowski	same)
Attest	Sharon E. Landowski	
	(Secretary)	
300 Canal	Street, Leechburg, PA 15656-1350 Ph: 724-	-845-8146
	siness Address and Telephone Number)	

A Joint Venture

Ву		
	(Name)	+ .
****	(Address)	
	(Name)	
	(Address)	

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a part to the joint venture should be in the manner indicated above.)

(Seal)

Section D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Lanco Electric, Inc.

as Principal and Fidelity and Depo of P.O. Box 1884, Pittsburgh	sit Company of Maryland , State of Pennsylvania ,
a corporation existing under , and	the laws and the State of Maryland authorized to transact business in rety, are held and firmly bound unto
Municipal Authority of the City of McKeesport	
and the second sec	(OWNER)
100 Atlantic Avenue, McKeesport, PA 15132	
(Address)

hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%). Lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or Bid dated , 2011 , for the 28th Avenue Pump Station Improvements March 7 Contract No. 2010-10 Electrical Construction

NOW THEREFORE, the condition of this Bond shall be such that if the Principal, upon due acceptance of said Proposal and award of the Contract to him by the Obligee, bonds with good and sufficient surety as may be required by the Contract Documents, and furnishes the Obligee proper evidence of effectiveness of insurance coverage, respectively, within the time, in the forms and in the amounts as appropriate, required by the Contract Documents, and enters into a Contract with the Obligee in accordance with the Contract Documents, then this Bond shall be void; otherwise, the Bond shall be and shall remain in full force and effect.

The Principal and Surety hereby stipulate and agree that if the Principal fails to perform all conditions of this Bond, they will pay the sum of the Bond to the Obligee as fixed, liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any extension.

It is the intention of the parties to be legally bound by this instrument.

220/2010-09, 10

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 7th day of March , 2011 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

ATTEST:

	Manuala 7	00.11
DATE	March 7	, 2011

WITNESS:

than

Sharon E. Landowski

Lanco Electric, Inc.		
Name of Bidder,	Corporation,	Firm
or Individual		
Ru Lallet	at	

Robert K. Landowski Vice President

(Title) 300 Canal Street

Leechburg, PA 15656 Business Address of Bidder

******************************** EST: autavas 0 Barbara A. Leeper, Withess

Fidelity and Deposit Company of Maryland

Surety Attorney-in-Fact Josephine M. Streyle

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

220/2010-09, 10

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereby Constitute and appoint Brian W. LONG, Richard L. ENDERS, Brian F, LENPE, Marinet J, PEVRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK and Barbara A, LENPER, all of Pittsburdh, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make control sold and delivered by the of Pittsburdh, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make control sold and delivered by the of Pittsburdh, Pennsylvania, each deed: any and all bonds and undertakings, and the executed and acknowledged by the regularly efforts of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney brakes that issued on behalf of Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J, PETRASER, Sh Jay BLACK, Josephine M. STREYLE, Marge FEDAK, Barbara I, EEPER, dated November 30, 2009. Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of February, A.D. 2010.

ATTEST:



Gregt. Many By:

politak

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

William J. Mills

Gregory E. Murray Assistant Secretary

Vice President

State of Maryland SS: City of Baltimore

On this 26th day of February, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid. and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



napin D. Qama

Maria D. Adamski Notary Public My Commission Expires: July 8, 2011

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

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

CERTIFICATE

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

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

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

MALCAN this 77N day of 2011

Juin D. Barry

Assistant Secretary

1

Section J

AGREEMENT - CONTRACT NO. 2010-10

THIS AGREEMENT is dated as of the Zo day of Jury in the year of 20/1 by and between The Municipal Authority of the City of McKeesport hereinafter called OWNER and Lanco Electric hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

J1 WORK

J1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Contract No. 2010-10 Twenty Eighth Avenue Pump Station

Improvements Electrical Construction

J2 CONTRACT TIME

J2.1 The Work will be completed within five Hundred forty (540) calendar days after the date when the Contract Time commences as provided in the General Conditions.

J2.2 Liquidated Damages OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not complete within the time specified in paragraph J2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER <u>Six Hundred Fifty</u> Dollars (\$650.00) for each day that expires after the time specified in paragraph J2.1 for completion until the Work is substantially complete.

J3 CONTRACT PRICE

J3.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in the following lump sum amount:

Six Hundred Fifteen Thousand Dollars & 00/100

(\$615,000.00)

J4 PAYMENT PROCEDURES

J4.1 CONTRACTOR shall submit Applications for Payment in accordance with Section H of the Contract Documents.

J4.2 <u>Progress Payments</u>. OWNER shall make progress payments on the Contract Price on the basis of CONTRACTOR's Application for Payment. All payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the Contract Documents.

J4.3 Prior to 50% completion of the Work, progress payments will be in an amount equal to:

- = 90% of the Work completed, and
- IOO% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case, the aggregate of payments previously made.

J4.4 After the work is at least 50% complete, and subject to satisfactory progress and compliance with the provisions of the Contract Documents, the OWNER may, at its discretion, elect to reduce the retainage to an amount equal to 5% of the completed work value.

J4.5 <u>Final Payment</u>. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price not previously paid.

J5 INTEREST

J5.1 All moneys not paid when due hereunder shall bear interest at the rate defined in Paragraph H2.

J6 CONTRACTOR'S REPRESENTATIONS

J6.1 CONTRACTOR represents that he has familiarized himself with the nature and extent of the Contract Documents, Work, locale and with all local conditions; federal, state and other laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work; and, has made or caused to be made such examinations, investigations (including subsurface explorations) and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes, and that he shall be responsible

to fully perform all work within the contract time and for the contract price(s) stated herein, regardless of the conditions actually encountered. All risks assumed hereunder have been included in the contract price.

J6.2 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

J7 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

Sect	ion	Identification	Pag	je N	lo.
	J	Agreement	J-1	to	J-4
	Exhil	bits attached to this agreement			(if any)
	К	Surety Bonds/Insurance Certificates	K-1	to	K-7
	£	General Conditions	E-1	to	E-27
	E	Supplemental General Conditions	E = 1	to	F-28
	G	Technical Specifications	0100)0 t	:0 16990
	Н	Measurement and Payment	H-1	tο	H-2
~	I	Standard Detail Drawings	I-1	to	1-16
		Drawings 24" x 36" - Bound Separately f	rom t	his	Book
		(Are identified in Section 01010)			
	T.	Addenda L-	1 to	L-2	25 (if any)
	С	Contractor's Bid	C−1 t	:0 0	2-9
	Chan	ge Orders duly issued with or after the			
		ctive date of this Agreement	-		(if any)

There are no Contract Documents other than those listed above in this Agreement, Section J. The Contract Documents may only be altered, modified, amended or repealed by appropriate execution of a Change Order.

J8 MISCELLANEOUS

J8.1 Terms used in this Agreement are defined in the General Conditions and shall have the meanings indicated in the General Conditions.

J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment

220/2010-10

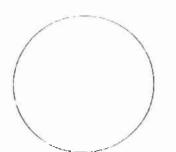
no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

J8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in Five (5) copies. One counterpart each has been delivered to OWNER and the CONTRACTOR. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on Ju = Ju

OWNER



(CORPORATE SEAL)

(CORPORATE SEAL)

Municipal Authority of the City of McKeesport by Mille March

ATTEST Title axedila.-

Address for Giving Notice

100 Atlantic Avenue McKeesport, PA 15132

CONTRACTOR

Lanco Electric Br. C/a ATTEST

Title Vice

Address for Giving Notice 300 Canal Street

Leechburg, PA 15656



Section K

PAYMENT BOND

CONTRACT NO. 2010-10

Bond No. 7624061

KNOW ALL MEN BY THESE PRESENTS: that

Lanco Electric

(Name o	of Contractor)			
300 Canal Street, Leechburg.	, PA 15656			
(Address of Contractor)				
a Corporation , hereinafter called Principal,				
(Corporation, Partnership, Individual)				
and Fidelity and Deposit Company of Maryland				

(Name of Surety)

P.O. Box 1884, Pittsburgh, PA 15230

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto <u>Municipal Authority of the City of McKeesport</u> (Name of Owner)

100 Atlantic Avenue, McKeesport, PA 15132

(Address of Owner)

hereinafter called Owner, in the penal sum of <u>Six Hundred Fifteen</u> <u>Thousand & 00/100</u> Dollars (\$615,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certair. contract with the Owner, dated the $\frac{2c^2}{2c^2}$ day of $\frac{2c_2}{2c_2}$, 20 11, a copy of which is hereto attached and made a part hereof for the construction of:

Contract No. 2010-10 Twenty Eighth Avenue Pump Station Improvements

Electrical Construction

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. **PROVIDED, FURTHER**, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in <u>Five</u> (5) counterparts, each one of which shall be deemed an original, this the $\frac{20}{10}$ day of $\frac{104}{104}$, 20 <u>H</u>.

	Lanco Electric. Inc.
300 Canal Street (Address)	by John Jak
Leechburg, PA 15656	(ATTEST)
	Shars film
Charles Tames	(Principal) (Secretary)
(Witness to Principal)	(SEAL)
(Address)	
****	*****
	Fidelity and Deposit Company of Maryland
P.O. Box 1884	(Surety)
(Address) Pittsburgh, PA 15230	(ATTEST)
	(Surety) (Secretary)
	\mathcal{L}^{*} at
	Stanlight Ger Hupper
	(Witness to Surety) Barbara A Leeper
****	*******
	by: Maphun II Arug
	(Attorney in Fact) Josephine M Streyle
	(Address)
	Pittsburgh, PA 15202

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NOTE: Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located. THIS PAGE LEFT INTENTIONALLY BLANK

.

J

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK and Bachaga A. LLSPER, all of Pittsburght, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make executed and deriver for industry in pursuance of these presents, shall be as binding upon suid Company, as fully inclamingly to all intents and purposes, as if they had been duly executed and acknowledged by theiregularly effected others of the Company at its office in Baltimore, Md., in their own proper persons. This power of auoracy prokes that issued on behalf of Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK, Barbara LEEPER, dated November 30, 2009.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of February, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Creft Mary

Gregory E. Murray Assistant Secretary - William J. Mills

By:

Vice President

State of Maryland City of Baltimore

On this 26th day of February, A.D. 2010, hefore the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



marin D Quand

Maria D. Adamski Notary Public My Commission Expires: July 8, 2011

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

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

CERTIFICATE

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

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

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of _____.

Pro D. Barry-

Assistant Secretary

Section R

PERFORMANCE AND MAINTENANCE BOND

CONTRACT NO. 2010-10

Bond No. 7624061

KNOW ALL MEN BY THESE PRESENTS: that

Lanco Electric

(Name of Contractor)

300 Canal Street, Leechburg, PA 15656

(Address of Contractor)

a <u>Corporation</u>, hereinafter called Principal, (Corporation, Partnership, Individual)

and Fidelity and Deposit Company of Maryland

(Name of Surety)

P.O. Box 1884, Pittsburgh, PA 15230

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto ______ Municipal Authority of the City of McKeesport

(Name of Owner)

100 Atlantic Avenue, McKeesport, PA 15132

(Address of Owner)

hereinafter called Owner, in the penal sum of <u>Six Hundred Fifteen</u> Thousand & 00/100 Dollars (\$615,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 2° day of 3° day of date a part hereof for the construction of:

Contract No. 2010-10 Twenty Eighth Avenue Pump Station Improvements

Electrical Construction

J

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall remedy in accordance with the terms of the Contract any defects which may develop during a period of eighteen (18) months from the date of completion of the work performed under said contract, and shall fully indemnify and save harmless the OWNER

220/2010-10

from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. Whenever CONTRACTOR shall be declared by OWNER to be in default under the Contract, the Surety shall promptly remedy the default. If the OWNER terminates the Contract for such default, the following shall govern the liability of the CONTRACTOR and the Surety hereunder. In the event of such termination, the CONTRACTOR and Surety shall remain fully liable to the OWNER for the CONTRACTOR's failure to timely complete the Contract, any additional costs incurred by the OWNER in completing the Contract, and liquidated damages from the required completion date to the date of the actual completion of the work by the OWNER. In the event of such termination, the Surety may elect to take over and complete performance of the Contract by giving written notice to the OWNER of such election within seven (7) days of the OWNER's mailing of notice of termination to the Surety and actually commencing completion within fourteen (14) days of the OWNER's notice to the Surety, time being of the essence. The Surety shall fully complete the work by the originally scheduled date of completion and the CONTRACTOR and the Surety shall remain liable to the OWNER for all damages.

PROVIDED, **FURTHER**, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, any suit under this bond may be instituted until the expiration of two years from the date on which final payment under the Contract falls due or before the expiration of one year from the end of the maintenance and guarantee obligation under the Contract, which ever is later, notwithstanding any statute of limitations setting forth a shorter limitation period. THIS PAGE LEFT INTENTIONALLY BLANK

)

IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be deemed an original, this the 2° day of 3° , 2° , 2° .

	Lanco Electric.)Inc.
300 Canal Street	Principal
	by filler
Address	
Leechburg, PA 15656	ATTEST
O =	Principal (Secretary)
You to land a	cirnorphi (bestocarj/
(Witness to Principal)	(SEAL)
(Address)	
****	* * * * * * * * * * * * * * * * * * * *
	Fidelity and Deposit Company of Maryland
	Surety
P.O. Box 1884	-
Address	ATTEST
Pittsburgh, PA 15230	
	Surety (Secretary)
	(SEAL)
	a hitter a literation
	(Witness to Surely)
	Barbara A. Leeper
******	***********
	lan de 11 . Mr.
	Sulanum Nithea
	by: Vattorney in Edit
1010 Ohio River Boulevard	(Attorney in Flact) Josephine M.Streyle
(Address)	
Pittsburgh, PA 15202	

NOTE: Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

J

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof. Gev. hereby nominate, constitute and appoint Brian W. LONG, Richard L. ENDERS, Brian F. JEFFP, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK and Barbara A. LESPER, all of Pittourali, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully includingly to all intents and purposes, as if they had been duly executed and acknowledged by theoregularly cleared others of the Company at its office in Baltimore, Md., in their own proper persons. This power of autorney weeks that issued on behall of Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK, Josephine M. STREYLE, Marge FEDAK, Barbara LEEPER, dated November 30, 2009.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of February, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



CHERE MULLY

Gregory E. Murray Assistant Secretary William J. Mills

Vice President

State of Maryland City of Baltimore

On this 26th day of February, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



marin D Quand

Maria D. Adamski Notary Public My Commission Expires: July 8, 2011

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

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

CERTIFICATE

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

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

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of _____

You D. Burg

Assistant Secretary

CERTIFICATE OF INSURANCE

This Certificate shall be required to be properly completed by the Contractor and his Insurance Agent at the time that the construction contract is executed, it is informational and does not amend, extend or after the coverage afforded by the policies listed below.

Name and Address of Insurance Agency Wilson Baum Agency, Inc.		COMPANIES AFFORDING COVERAGES					
314 Long Run Road		Company	· · · · · · · · · · · · · · · · · · ·				
		Letter A	larleysvil	le insu	rance co.		
Lanc 300	o Electric, Inc Canal Street	•	Company B (Ohio Casua	lty		
Leec Name(s) o	hburg, PA 1565 of Additionally Insured Party		Company C	Victor O.	Schinne	rere & C	
KLH Engineers, Inc. Municipal Authority of the City of McKeesport			Company D Letter D				
This is to Insurance	certify that policies of insurance afforded by the policies is subj	listed below have been issued to ect to all the terms, exclusions an	the insured named d conditions of such	above and are in for policies	ce at this time	and that the	
Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Lia	bility in Thousa Each		
Letter	Openal Linklike				- Osturianos	Acorecate	
	General Llability Comprehensive Form Premise-Operations Explosion and Collapse		0.01.11	Bodily Injury Property Damage	S 5	\$ \$	
А	Hazard	MPA 85543C	9-01-11	roporty Barnago	-	1 I	
	Underground Hazard Deroducts/Completed Operation Hazard Contractual Insurance Deront			Bodily Injury and Property Damage Combined	\$1M	2M	
	Broad Form Property Damage Mindependent Contractors Personal Injury			Personal Injury	1M	\$	
	Automotive Liability			Bodily Injury (Each Person)	\$1M		
A	 Comprehensive Form Owned 	BA 85820C	9-01-11	Bodily Injury	s		
	(2) Hired	BR 050100		(Each Person)	IS IM	-	
	X Non-Owned			Properly Damage	5111		
	Excess Ltability Ø Umbrella Form	REG. 0007/C	9-01-11	Bodily Injury and Property Damage	s 6M	6M	
A	Other than Umbrella Form	BEC 90874C	9-01-11	Combined	ľ		
٨	Workers' Compensation and Employers' Liability	WC 85130C	9-01-11	Statutory	500/50	00/500	
В	였Builder's Rísk	BMO 53021801	10-22-11				
С	12 Other E & O	CPB11-411-02-76	5 12-01-11	1,00	000,000		
The cove	rage issued in the above listed () policies vill not be cancelled, mat of even and exciting to be large to	I erially changed, or r	L enewal refused until volouu	at least len (10)) days prior	
	ion Contract Identification	ed owner and certificate holder at Name and Address of Own	the second se	A COLUMN TO A COLUMNT TO A COLU	-		
	with Avenue Pump Station Improve	Holder		Date this certificate	Issued 6-	29-11	
Continct No. 2010-10 Electrical Municipal Authority of the Continct No. 2010-10 Electrical McKeesport, PA. 15132			ly of McKeespon	Issuln Agency:	Wilson	Baum, Agen MMAU	
			,	(Signature of)	Authorized Rep	resentative)	
		THIS FORM CANNOT	BE SUBSTITU	TEØ	17		
	d)	K-	9		220/20	10-10	

ISSUED TO: Lanco Electric

MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT ALLEGHENY COUNTY, PENNSYLVANIA

5

CONTRACT DOCUMENTS FOR RIPPLE ROAD PUMP STATION CONSTRUCTION

CONTRACT NO. 2010-08 ELECTRICAL CONSTRUCTION

JANUARY 2011 RELEASE FOR BID



Telephone: (412) 494-0510 Fax: (412) 494-0426 E-mail: <u>info@klhengineers.com</u> Ref. No. 220-35

Section C

BID FORM - CONTRACT NO. 2010-08

Project Identification:	Ripple Road Pump Station Construction
Contract Identification and Number:	Electrical Construction Contract No. 2010-08
This Bid is Submitted to:	Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132

C1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

C2 BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

C3 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

Date of Issuance		Addenda Number
February 1, 2011	ž.	1
February 10, 2011		2
February 15, 2011		3
March 1, 2011		4

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the

220/2010-08

of

work and has made such independent investigations as BIDDER deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

C3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, BIDDER has not directly or indirectly induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

C4 BIDDER will complete the Work under Contract No. 2010-08 for the following Lump Sum Price:

Lump	Sum	Contract	Price	Four	Hundred	Sixty-Five	Thousand	Dollars
						(Words)		

\$_465,000.00

(Figures)

C5 BIDDER hereby offers deductions from the lump sum bid price if the OWNER desires that alternate equipment from that shown in the technical specifications, identified below (BIDDER may insert deduction in the spaces below):

C6 BIDDER hereby offers deductions from the lump sum bid price if the OWNER desires that alternate equipment from that shown in the technical specifications, identified below (BIDDER may insert deduction in the spaces below):

Specification No Description	Associated Deduction From Bid Price
16140 - Wiring Devices	Deduct\$NA
16180 - Safety Disconnect Switches	Deduct\$NA
16235 - Standby Emergency Generator	Deduct\$
16471 - Panel Boards	Deduct\$ //
16479- Surge Protective Device	Deduct\$ NA
16500- Lighting	Deduct\$NA
16810 - Video Surveillance	Deduct\$ NA
16910 - Instrumentation	Deduct\$NA
16925 - Custom Control Panels	Deduct\$NA
16950 - Variable Frequency Drive Motor Controllers	Deducts NA
16990 - Motor Control Centers - Low Voltage	Deduct\$ NA

C7 BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.

C8 BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

C9 BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

C10 BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during

construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

C11 The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

C12 Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

C13 The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on March 7 20 11.

(Execute the Bid Form on the following page)

THE THOLY.	idual
Ву	
- 34	(Individual's Name)
doin	ng business as
	(Business Address and Telephone Number)
A Partner	rship
Bur	
Ву	(Firm Name)
	(General Partner)
	(Business Address and Phone Number)
A Corpora	1CLON
By	Lanco Electric, Inc.
	(Corporation Name)
	Pennsylvania
D.,	(State of Incorporation)
By	Robert K. Landowski, V.P. W. K. K. Landowski, V.P. W. K. K. Landowski, V.P. W. K.
(1460	te of ferson Authorized to Sign and fille of same,
(Coi	sporate seal) Shaw (pand
Atte	-
	(Secretary)
300	Canal Street, Leechburg, PA 15656-1350 Ph: 724-845-8146
	(Business Address and Telephone Number)
A Joint N	lenture
By	
	(Name)
	(Address)
	(Name)
	(Address)
each	ch joint venturer must sign. The manner of sign i individual, partnership and corporation that is the joint venture should be in the manner in

• • •

220/2010-08

Section D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Lanco Electric, Inc.

of P.O. Box 1884, Pittsburgh	, State of Pittsburgh	,
a corporation existing unde	or the laws and the State of Maryland	1
	and authorized to transact busines Surety, are held and firmly bound	
Municipal Authority of the City of McKeesp	ort	

100 Atlantic Avenue, McKeesport, PA 15132

(Address) hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid Dollars (\$ 10%).

lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or Bid dated March 7 _____, 2011, for the Ripple Road Pump Station Construction Contract No. 2010-08 Electrical Construction

NOW THEREFORE, the condition of this Bond shall be such that if the Principal, upon due acceptance of said Proposal and award of the Contract to him by the Obligee, bonds with good and sufficient surety as may be required by the Contract Documents, and furnishes the Obligee proper evidence of effectiveness of insurance coverage, respectively, within the time, in the forms and in the amounts as appropriate, required by the Contract Documents, and enters into a Contract with the Obligee in accordance with the Contract Documents, then this Bond shall be void; otherwise, the Bond shall be and shall remain in full force and effect.

The Principal and Surety hereby stipulate and agree that if the Principal fails to perform all conditions of this Bond, they will pay the sum of the Bond to the Obligee as fixed, liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any extension.

It is the intention of the parties to be legally bound by this instrument.

220/2010-07, 08

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 7th day of March , 2011, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

ATTEST:

WITNESS:

Sharon E. Landowsk

DATE	March 7	 2011
Lanco	Electric, Inc.	
or L By	obert K. Lar	on, Firm
(Tit:	ice Presider Le) anal Street	

Leechburg, PA 15656 Business Address of Bidder

***************************** Barbara A. Leeper, Witness

Fidelity and Deposit Company of Maryland

Surety Attorney-in-Fagt

Josephine M. Streyle

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

220/2010-07, 08

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date here Cours hereby nominate, constitute and appoint Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK and Barbara A. J. CEPER, all of Pittsburgh, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make execute seaf and deliver of subdent its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon state company, as fully includely to all intents and purposes, as if they had been duly executed and acknowledged by the egularly defined physics of the Company at its office in Baltimore, Md., in their own proper persons. This power of automaty beakes that issued on behalf of Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Hay BLACK, Josephine M. STREYLE, Marge FEDAK, Barbara LEEPER, dated November 30, 2009.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of February, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By:



Cycrefe. Munny

Gregory E. Murray Assistant Secretary

William J. Mills

Vice President

State of Maryland City of Baltimore ss:

On this 26th day of February, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the scal affixed to the preceding instrument is the Corporate Scal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



rasia D. Qams

Maria D. Adamski Notary Public My Commission Expires: July 8, 2011

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

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

CERTIFICATE

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

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

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Sccretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

MANON TIN 2011 day of this

Juin D. Bainf-

Assistant Secretary

Section J

AGREEMENT - CONTRACT NO. 2010-08

THIS AGREEMENT is dated as of the <u>20</u> day of <u>Jury</u> in the year of 20<u>11</u> by and between <u>The Municipal Authority of</u> the <u>City of McKeesport</u> hereinafter called <u>OWNER</u> and <u>Lanco</u> Electric hereinafter called <u>CONTRACTOR</u>.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

J1 WORK

J1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Contract No. 2010-08 Ripple Road Pump Station Electrical

Construction

J2 CONTRACT TIME

J2.1 The Work will be completed within five Hundred forty (540) calendar days after the date when the Contract Time commences as provided in the General Conditions.

J2.2 Liquidated Damages OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not complete within the time specified in paragraph J2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER <u>Six Hundred Fifty</u> Dollars (\$650.00) for each day that expires after the time specified in paragraph J2.1 for completion until the Work is substantially complete.

J3 CONTRACT PRICE

J3.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in the following lump sum amount:

Four Hundred Sixty Five Thousand Dollars & 00/100

(\$465,000.00)

J4 PAYMENT PROCEDURES

J4.1 CONTRACTOR shall submit Applications for Payment in accordance with Section H of the Contract Documents.

J4.2 Progress Payments. OWNER shall make progress payments on the Contract Price on the basis of CONTRACTOR's Application for Payment. All payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the Contract Documents.

J4.3 Prior to 50% completion of the Work, progress payments will be in an amount equal to:

- 90% of the Work completed, and
- Honormodeling and equipment not incorporated in the Work but delivered and suitably stored, less in each case, the aggregate of payments previously made.

J4.4 After the work is at least 50% complete, and subject to satisfactory progress and compliance with the provisions of the Contract Documents, the OWNER may, at its discretion, elect to reduce the retainage to an amount equal to 5% of the completed work value.

J4.5 <u>Final Payment</u>. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price not previously paid.

J5 INTEREST

J5.1 All moneys not paid when due hereunder shall bear interest at the rate defined in Paragraph H2.

J6 CONTRACTOR'S REPRESENTATIONS

J6.1 CONTRACTOR represents that he has familiarized himself with the nature and extent of the Contract Documents, Work, locale and with all local conditions; federal, state and other laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work; and, has made or caused to be made such examinations, investigations (including subsurface explorations) and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes, and that he shall be responsible

to fully perform all work within the contract time and for the contract price(s) stated herein, regardless of the conditions actually encountered. All risks assumed hereunder have been included in the contract price.

J6.2 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

J7 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

Section	Identification	Page No.
J	Agreement	J-1 to J-4
Exhi	bits attached to this agreement	(if any)
К	Surety Bonds/Insurance Certificates	K-1 to K-7
E	General Conditions	E-1 to E-27
न	Supplemental General Conditions	F-1 to F-28
G	Technical Specifications	01000-1 to 16990-1
Н	Measurement and Payment	H-1 to H-2
Ţ	Standard Detail Drawings	I-1 to I-36
	Drawings 24" x 36" - Bound Separately	from this Book
	(Are identified in Section 01010)	
L	Addenda	L-1 to L-25 (if any)
С	Contractor's Bid	C-1 to C-9
Chan	ge Orders duly issued with or after th	e
effe	ctive date of this Agreement	(if any)

There are no Contract Documents other than those listed above in this Agreement, Section J. The Contract Documents may only be altered, modified, amended or repealed by appropriate execution of a Change Order.

J8 MISCELLANEOUS

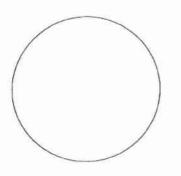
J8.1 Terms used in this Agreement are defined in the General Conditions and shall have the meanings indicated in the General Conditions.

J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

J8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in <u>Five (5)</u> copies. One counterpart each has been delivered to OWNER and the CONTRACTOR. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on $\int U = \sqrt{2c}$



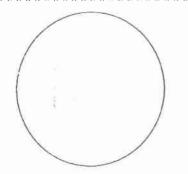
(CORPORATE SEAL)

OWNER Municipal Authority of the City of McKeesport

ATTEST Jacque

Address for Giving Notice

100 Atlantic Avenue McKeesport, PA 15132



(CORPORATE SEAL)

CONTRACTOR

Lanco Electric ATTEST Title fice first dent

Address for Giving Notice 300 Canal Street

Leechburg, PA 15656

Section K

PAYMENT BOND

Bond No. 7624062

CONTRACT NO. 2010-08

KNOW ALL MEN BY THESE PRESENTS: that

Lanco Electric

(Name of	Contractor)
300 Canal Street, Leechburg, P.	A 15656
(Address of	Contractor)
a Corporation	, hereinafter called Principal
(Corporation, Partnership, Indiv	idual)
and Fidelity and Deposit Company of Maryland	
(Name o	f Surety)

P.O. Box 1884, Pittsburgh, PA 15230

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____ Municipal Authority of the City of McKeesport

(Name of Owner)

100 Atlantic Avenue, McKeesport, PA 15132

(Address of Owner)

hereinafter called Owner, in the penal sum of <u>Four Hundred Sixty</u> Five Thousand & 00/100 Dollars (\$465,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 23 day of 3-24, 20, 11, a copy of which is hereto attached and made a part hereof for the construction of:

Contract No. 2010-08 Ripple Road Pump Station Construction

Electrical Construction

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. **PROVIDED, FURTHER,** that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be deemed an original, this the 2σ day of J_{VCY} , 20 μ .

	Lanco Electric, Inc.
	(Principa)
300 Canal Street	by rap the
(Address) Leechburg, PA 15656	(ATTEST)
() =	(Principal) (Secretary)
The to land	
(Witness to Principal)	(SEAL)
(Address)	
****	****
	Fidelity and Deposit Company of Maryland
	(Surety)
P.O. Box 1884	
(Address)	(ATTEST)
Pittsburgh, PA 15230	(Surety) (Secretary)
	(burcey) (boorecarg)
	(SEAL)
	Fallara Ci Leeper
	(Witness to Surety) () Barbara A. Leeper
	Ample, Million
	by: Jupill Mitry
	(Attorney in Fact) Josephine M. Streyle
	1010 Ohio River Boulevard
	(Address)
	Pittsburgh, PA 15202

NOTE: Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located. THIS PAGE LEFT INTENTIONALLY BLANK

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Brian W. LONG, Richard L. ENDERS, Brian F. JEFF B, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK and Barbara A. LESPER, all of Pittsburgh, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make corpute scal and deliver log and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such honds or undertakings in pursuance of these presents, shall be as binding upon suid Company, as fully and analys to all intents and purposes, as if they had been duly executed and acknowledged by the regularly errored where so it the Company at its office in Baltimore, Md., in their own proper persons. This power of autority terefored where so it he Company at its office in Baltimore, Md., in their own proper persons. This power of autority terefored where so it he Company at its office in Baltimore, Md., in their own proper persons. This power of autority terefored where so it he Company at its office in Baltimore, Md., in their own proper persons. This power of autority terefored where so it he Company at its office in Baltimore, Md., in their own proper persons. This power of autority terefored where so it he Company at its office in Baltimore, Md., in their own proper persons. This power of autority terefored where so it he Company at its office in Baltimore, Md., in their own proper persons. This power of autority terefored where so its company. Strengt EDAK, Barbara LEEPER, dated November 30, 2009.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of February, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gright. Minny

By:

Gregory E. Murray Assistant Secretary

William J. Mills

Vice President

State of Maryland City of Baltimore

On this 26th day of February, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



marin D. Quand

Maria D. Adamski Notary Public My Commission Expires: July 8, 2011

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

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

CERTIFICATE

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

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

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this ______ day of ______, _____,

Time D. Barry

Assistant Secretary

Section K

PERFORMANCE AND MAINTENANCE BOND

CONTRACT NO. 2010-08 Bond No. 7624062

KNOW ALL MEN BY THESE PRESENTS: that

Lanco Electric

(Name of Contractor)

300 Canal Street, Leechburg, PA 15656

(Address of Contractor)

a Corporation , hereinafter called Principal, (Corporation, Partnership, Individual)

and Fidelity and Deposit Company of Maryland

(Name of Surety)

P.O. Box 1884, Pittsburgh, PA 15230

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Municipal Authority of the City of McKeesport

(Name of Owner)

100 Atlantic Avenue, McKeesport, PA 15132

(Address of Owner)

hereinafter called Owner, in the penal sum of _Four Hundred_Sixty Five Thousand & 00/100 Dollars (\$465,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 20 day of July, 2011, a copy of which is hereto attached and made a part hereof for the construction of:

Contract No. 2010-08 Ripple Road Pump Station Construction

Electrical Construction

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall remedy in accordance with the terms of the Contract any defects which may develop during a period of eighteen (18) months from the date of completion of the work performed under said contract, and shall fully indemnify and save harmless the OWNER

from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. Whenever CONTRACTOR shall be declared by OWNER to be in default under the Contract, the Surety shall promptly remedy the default. If the OWNER terminates the Contract for such default, the following shall govern the liability of the CONTRACTOR and the Surety hereunder. In the event of such termination, the CONTRACTOR and Surety shall remain fully liable to the OWNER for the CONTRACTOR's failure to timely complete the Contract, any additional costs incurred by the OWNER in completing the Contract, and liquidated damages from the required completion date to the date of the actual completion of the work by the OWNER. In the event of such termination, the Surety may elect to take over and complete performance of the Contract by giving written notice to the OWNER of such election within seven (7) days of the OWNER's mailing of notice of termination to the Surety and actually commencing completion within fourteen (14) days of the OWNER's notice to the Surety, time being of the essence. The Surety shall fully complete the work by the originally scheduled date of completion and the CONTRACTOR and the Surety shall remain liable to the OWNER for all damages.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, any suit under this bond may be instituted until the expiration of two years from the date on which final payment under the Contract falls due or before the expiration of one year from the end of the maintenance and guarantee obligation under the Contract, which ever is later, notwithstanding any statute of limitations setting forth a shorter limitation period. IN WITNESS WHEREOF, this instrument is executed in <u>Five</u> (5) counterparts, each one of which shall be deemed an original, this the $\frac{2}{2}$ day of <u>Jucy</u>, 20 <u>II</u>.

	Lanco Electric) Inc.
	Principal//
300 Canal Street	by tothe think
Address	
Leechburg, PA 15656	ATTEST
	- Shawham
Ret The	Principal (Secretary)
(Witness to Principal)	(SEAL)
(Address)	
*****	************
	Fidelity and Deposit Company of Maryland
	Surety
P.O. Box 1884	
Address	ATTEST
Pittsburgh, PA 15230	
	Surety (Secretary)
	(SEAL) Witness to Surety) Barbara A. Leeper
******	**************************************
1010 Ohio River Boulevard (Address) Pittsburgh, PA 15202	by: (Attorney in Fact) Josephine M. Streyle

NOTE: Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 aş amended) and be authorized to transact business in the state where the project is located. THIS PAGE LEFT INTENTIONALLY BLANK

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK and Barbara A. LESPER, all of Pittsburgh, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make corrule scal and deliver for and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon stud Company, as fully and araphy. To all intents and purposes, as if they had been duly executed and acknowledged by the regularly effect of the Company at its office in Baltimore, Md., in their own proper persons. This power of automovie presents for that issued on behalf of Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK, Barbara LEEPER, dated November 30, 2009.**

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of February, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gjegft. Manz

By: William J. Mills

1. le like

Gregory E. Murray Assistant Secretary

Vice President

State of Maryland City of Baltimore ss

On this 26th day of February, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



naria D. abamla

Maria D. Adamski Notary Public My Commission Expires: July 8, 2011

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

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

CERTIFICATE

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

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

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President. Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this day of ______.

1. D. Barry-

Assistant Secretary

CERTIFICATE OF INSURANCE

This Certificate shall be required to be properly completed by the Contractor and his insurance Agent at the time that the construction contract is executed. It is informational and does not amend, extend or after the coverage afforded by the policies listed below.

				and the second se	and the second se	and the second se	
Name and Address of Insurance Agency Wilson Baum Agency, Inc. 314 Long Run Road			COMPANIES AFFORDING COVERAGES				
McKeesport, PA 15132			Company A H	larleysvill	le Insur	ance Co.	
Name and Address of Insured Contractor							
			etter B C	hio Casual)	lty		
	Additionally insured Party	·	Company C V	ictor 0. S	Schinner	er	
	Engineers, Inc.		Company D Letter D				
		listed below have been issued to ect to all the terms, exclusions an			ce at this time a	nd that the	
Company	Tuno of losurance	Bolla: Number	Policy	Limits of Lia	billity in Thousa	NDS (000)	
Letter	Type of insurance	Policy Number	Expiration Date		Each	Accrecate	
А	General Liability Comprehensive Form Premise-Operations	MPA 85543C	9-01-11	Bodily Injury	\$	\$	
	Explosion and Collapse			Property Damage	\$	\$	
	Inderground Hazard Products/Completed Operation Hazard Contractual Insurance Broad Form Property			Bodily Injury and Property Damage Combined	s ^{1M}	2M	
	Damage Damage Damage Damage Independent Contractors Damage Damage			Personal Injury	1M	\$ 1M	
	Automotive Liability			Bodliy Injury	\$ 1M		
	Comprehensive Form			(Each Person)	I TH		
А	12 Owned	BA 85820C	9-01-11	Bodily Injury (Each Person)	\$		
	🙀 Hired			Property Damage	s IM		
	Non-Owned						
	Excess Llability Ø Umbrella Form	DDD 0007/0		Bodily Injury and Property Damage	\$ 6M	6M	
A	Other than Umbrella Form	BEC 90874C	9-01-11	Combined			
	Workers' Compensation			Statutory			
A	and Employers' Liability	WC 85130C	9-01-11		500/500	0/500	
В	2 Builder's Risk	BMO 53021901	10-22-11	500/500/500		57 500	
С	Cother E & O	CPB11-411-02-76	12-01-11	1,000,000			
		policies will not be cancelled, mate			at least ten (10)	days prior	
		ed owner and certificate holder at		below,			
	ion Contract Identification	Name and Address of Own Holder	er and Certificate	Date this certificate	Issued: 6-	29-11	
Ripple R	nad Pump Station Construction	Municipal Authority of the Ci	y of McKcesport				
Contract No. 2010-08 Electrical IOO Atlantic Avenue McKcesport, PA 15132				Issuing Agency: Wilson Baum Agen MMM MMAU (Signature of Althorized Representative)			
		THIS FORM CANNOT	BE SUBSTITU	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1		
	1	K-S			220/20:	10-08	
		K			U / - U.		

ISSUED TO: Galway Bay Corporation

MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT ALLEGHENY COUNTY, PENNSYLVANIA

13

CONTRACT DOCUMENTS FOR RIPPLE ROAD PUMP STATION CONSTRUCTION

CONTRACT NO. 2010-07 GENERAL/MECHANICAL CONSTRUCTION

JANUARY 2011 RELEASE FOR BID



Section C

BID FORM - CONTRACT NO. 2010-07

Project Identification:	Ripple Road Pump Station Construction			
Contract Identification and Number:	General/Mechanical Construction Contract No. 2010-07			
This Bid is Submitted to:	Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132			

C1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

C2 BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

C3 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

Date of Issuance	Addenda Number
February 1, 2011	1
February 10, 2011	2
February 15, 2011	3
March 1, 2011	4

receipt of all which is hereby acknowledged.

)

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

C3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, BIDDER has not directly or indirectly induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

C4 BIDDER will complete the Work under Contract No. 2010-07 for the following Lump Sum Price: One Million Five Hundred Lump Sum Contract Price Seventy Six Thousand Dollars Zero Cents (Words) \$ 1,576,000.00

C5 BIDDER agrees that the lump sum prices above are predicated on furnishing the following major process equipment at the cost stated below.

Specification Description Item No. Name of Manufacturer Cost of Base Bid Equipment

11310 11550

Raw Wastewater Pumps Submersible Sewage Grinder Wilo-EMU Pump JWC Environmental

<u>130 000-00</u> 70,000-00

C6 BIDDER hereby offers deductions from the lump sum bid prices if the OWNER desires that alternate equipment be furnished by the respective manufacturers identified below (BIDDER may insert alternate manufacturers' names in any one or more of the spaces below):

Specification Description		Name of Alternate Manufacturer and Associated Deduction from Bid Price				
11310	Raw Wastewater Bar Screen	Deduct \$				
11550	Submersible Sewage Grinder	Deduct \$				

C7 BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.

C8 BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

C9 BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

C10 BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

C11 The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

C12 Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

C13 The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on March 7, 2011.

(Execute the Bid Form on the following page)

220/2010-07

IF BIDDER is:

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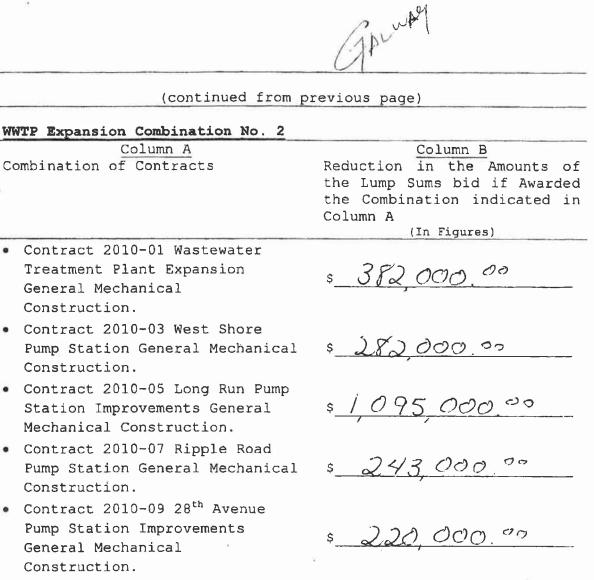
	Ву	(Seal)
	(Individual's Name)	
	doing business as	
	(Business Address and Telephone Number)	
A	Partnership	
	Ву	(Seal)
	(Firm Name)	
	(General Partner)	
	(Business Address and Phone Number)	
A	Corporation	
	By Galway Bay Corporation	(Seal)
	(Corporation Name)	
	Pennsylvania	
	(State of Incorporation)	
	By MANK	
	(Name of Person Authorized to Sign and Title of sa	aúe)
	Bregory R. Maynard · President	
	(Corporate Seal)	
	Attest Gudy R. Clark	
	Judy K. Clark (Secretary)	
	10 Ainsley Lane, P. O. Box 320, Mount Braddock, PA 15465 724-277-4282	2
	(Business Address and Telephone Number)	

A Joint Venture

)

By		
	(Name)	
	(Address)	
	(Name)	
	(Address)	

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a part to the joint venture should be in the manner indicated above.)



 Contract 2010-11 Cliff Street Pump Station Improvements General Mechanical Construction.

Total

\$ 207.000.00

\$ 2429000.00

220/2010-01

Section D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Galway Bay Corporation

 Ainsley Lane, Mount Braddock, PA 15465

 as Principal and Liberty Mutual Insurance Company

 of Boston
 , State of Massachusetts

 a corporation existing under the laws and the State of

 Massachusetts
 , and authorized to transact business in

 Pennsylvania
 , as Surety, are held and firmly bound unto

 Municipal Authority of the City of McKeesport

100 Atlantic Avenue, McKeesport, PA 15132

(Address)

hereinafter called the Obligee, in the sum of (10%) Ten percent of

amount bid Dollars (\$______). lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

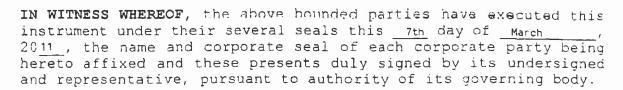
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or Bid dated <u>March 7th</u>, 2011, for the <u>Contract No's. 2010-01, 02, 03, 04, 05, 06,</u> 07, 08, 09, 10, 11, 12, 13, 14, and 15

NOW THEREFORE, the condition of this Bond shall be such that if the Principal, upon due acceptance of said Proposal and award of the Contract to him by the Obligee, bonds with good and sufficient surety as may be required by the Contract Documents, and furnishes the Obligee proper evidence of effectiveness of insurance coverage, respectively, within the time, in the forms and in the amounts as appropriate, required by the Contract Documents, and enters into a Contract with the Obligee in accordance with the Contract Documents, then this Bond shall be void; otherwise, the Bond shall be and shall remain in full force and effect.

The Principal and Surety hereby stipulate and agree that if the Principal fails to perform all conditions of this Bond, they will pay the sum of the Bond to the Obligee as fixed, liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any extension.

It is the intention of the parties to be legally bound by this instrument.



ATTEST:

WITNESS:

Ludy K. Clask

Judy K. Clark - Secretary

DATE March 7th , 20_11

Calway Bay Corporation Name of Bidder, Corporation, Firm or Individual

Bv

Gregory R. Maynard - President (Title) 10 Ainsley Lane, P O Box 320

Mount Braddock, PA 15465 Business Address of Bidder

ATTEST: Patty Mandus, Witne

Liberty Mutual Insurance Company Sure

Attorney-in-Fact Kimberly L. Miles

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Section J

AGREEMENT ~ CONTRACT NO. 2010-07

THIS AGREEMENT is dated as of the **26** day of **TUNE** in the year of 20 1 by and between The Municipal Authority of the City of McKeesport hereinafter called OWNER and <u>Galway Bay</u> Corporation hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

J1 WORK

J1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Contract No. 2010-07 Ripple Road Pump Station General/

Mechanical Construction

J2 CONTRACT TIME

J2.1 The Work will be completed within five Hundred forty (540) calendar days after the date when the Contract Time commences as provided in the General Conditions.

J2.2 Liquidated Damages OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not complete within the time specified in paragraph J2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER <u>Six Hundred Fifty</u> Dollars (\$650.00) for each day that expires after the time specified in paragraph J2.1 for completion until the Work is substantially complete.

J3 CONTRACT PRICE

J3.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in the following lump sum amount:

One Million Three Hundred Thirty Three Thousand Dollars & 00/100

(\$1,333,000.00)

J4 PAYMENT PROCEDURES

J4.1 CONTRACTOR shall submit Applications for Payment in accordance with Section H of the Contract Documents.

J4.2 <u>Progress Payments</u>. OWNER shall make progress payments on the Contract Price on the basis of CONTRACTOR's Application for Payment. All payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the Contract Documents.

J4.3 Prior to 50% completion of the Work, progress payments will be in an amount equal to:

- 90% of the Work completed, and
- 100% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case, the aggregate of payments previously made.

J4.4 After the work is at least 50% complete, and subject to satisfactory progress and compliance with the provisions of the Contract Documents, the OWNER may, at its discretion, elect to reduce the retainage to an amount equal to 5% of the completed work value.

J4.5 <u>Final Payment</u>. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price not previously paid.

J5 INTEREST

.

J5.1 All moneys not paid when due hereunder shall bear interest at the rate defined in Paragraph H2.

J6 CONTRACTOR'S REPRESENTATIONS

J6.1 CONTRACTOR represents that he has familiarized himself with the nature and extent of the Contract Documents, Work, locale and with all local conditions; federal, state and other laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work; and, has made or caused to be made such examinations, investigations (including subsurface explorations) and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes, and that he shall be responsible to fully perform all work within the contract time and for the contract price(s) stated herein, regardless of the conditions actually encountered. All risks assumed hereunder have been included in the contract price.

J6.2 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

J7 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

Section	Identification	Page No.	
J	Agreement	J-1 to J-4	
Exhi	bits attached to this agreement	(if any)	
К	Surety Bonds/Insurance Certificates	K-1 to K-7	
E	General Conditions	E-1 to E-27	
F	Supplemental General Conditions	F-1 to F-28	
G	Technical Specifications	01000-1 to 16990-1	
Н	Measurement and Payment	H-1 to H-2	
I	Standard Detail Drawings	I-1 to I-36	
Drawings 24" x 36" - Bound Separately from this Book			
	(Are identified in Section 01010)		
\mathbf{L}	Addenda	L-1 to L-25 (if any)	
С	Contractor's Bid	C-1 to C-9	
Chan	ge Orders duly issued with or after t	he	
effe	ctive date of this Agreement	(if any)	

There are no Contract Documents other than those listed above in this Agreement, Section J. The Contract Documents may only be altered, modified, amended or repealed by appropriate execution of a Change Order.

J8 MISCELLANEOUS

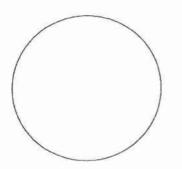
J8.1 Terms used in this Agreement are defined in the General Conditions and shall have the meanings indicated in the General Conditions.

J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

J8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in Five (5) copies. One counterpart each has been delivered to OWNER and the CONTRACTOR. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on 20____.



(CORPORATE SEAL)

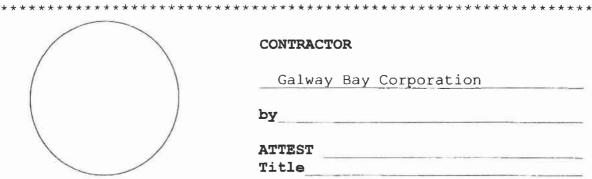
OWNER Municipal Authority of the City of McKeesport

by			

ATTEST Title

Address for Giving Notice

100 Atlantic Avenue McKeesport, PA 15132



(CORPORATE SEAL)

CONTRACTOR

Galway Bay Corporation

by

ATTEST Title

Address for Giving Notice 10 Ainsley Lane

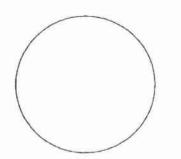
Mt. Braddock, PA 15465

no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

J8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in <u>Five</u> (5) copies. One counterpart each has been delivered to OWNER and the CONTRACTOR. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on JUNE 28



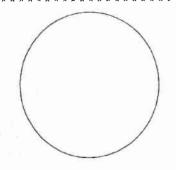
(CORPORATE SEAL)

OWNER Municipal Authority of the City of McKeesport

ATTEST Serves Title 🖉 Sector M.

Address for Giving Notice

100 Atlantic Avenue McKeesport, PA 15132



(CORPORATE SEAL)

CONTRACTOR

Galway Bay Corporation by - President ATTEST las Title Judy K. Clark - Secretary

Address for Giving Notice 10 Ainsley Lane

Mt. Braddock, PA 15465

Bond #014057610

Section K

PAYMENT BOND

CONTRACT NO. 2010-07

KNOW ALL MEN BY THESE PRESENTS: that

1

)

Galway Bay Corporation (Name of Contractor) 10 Ainsley Lane, Mt. Braddock, PA 15465 (Address of Contractor) , hereinafter called Principal, a Corporation (Corporation, Partnership, Individual) and Liberty Mutual Insurance Company (Name of Surety) 8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236 (Address of Surety) hereinafter called Surety, are held and firmly bound unto Municipal Authority of the City of McKeesport (Name of Owner) 100 Atlantic Avenue, McKeesport, PA 15132 (Address of Owner) hereinafter called Owner, in the penal sum of One Million Three

Hundred Thirty Three Thousand & 00/100 Dollars (\$ 1,333,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the day of $\underline{\text{TUNC}}$, 20 $\underline{\text{N}}$, a copy of which is hereto attached and made a part hereof for the construction of:

Contract No. 2010-07 Ripple Road Pump Station Construction

General/Mechanical Construction

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. **PROVIDED, FURTHER,** that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be deemed an original, this the **26** day of **Sume**, 20 11.

	Galway Bay Corporation
10 Ainsley Lane	(Principal)
(Address) Mt. Braddock, PA 15465	Gregory R. Maynard, President
(Witness to Principal) (Witness to Principal) Cassandra R. Wright 10 Ainsley Lane Mt. Braddock, PA 15465 (Address)	(Principal) (Secretary) Judy K. Clark (SEAL)
*************************************	<pre>************************************</pre>
(Address) Cincinnati, OH 45236	(ATTEST)
	(Surety) (Secretary) (SEAL Witness to Surety) Kimberly L. Miles
*****	by: (Attorney in Fact) Douglas P. Taylor One Hillcrest Drive East (Address) Charleston WV 25311

220/2010-07

1

NOTE: Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

٩.

EST on any business day.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint KIMBERLY L. MILES, DOUGLAS P. TAYLOR, ANDREW K. TEETER, DONNA J. PRICE, JANIS K. PEACOCK, CHRISTOPHER A. MICHEL, PAMELA V. LANHAM, BRADLEY P. BOBERSKY, ALL OF THE CITY OF CHARLESTON, STATE OF WEST VIRGINIA..... each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons. That this power is made and executed pursuant to and by authority of the following By-law and Authorization: ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. guarantees By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact: Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Cal value That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect. f this Power of Attorney 9:00 am and 4:30 pm ES IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this ______ the day of ______ June____ 2009 rate or resiv LIBERTY MUTUAL INSURANCE COMPANY of this Power mt W. Byl Garnet W. Elllott, Assistant Secretary COMMONWEALTH OF PENNSYLVANIA interest COUNTY OF MONTGOMERY Fo confirm the validity of 1-610-832-8240 between 2009 , before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged On this 5th _ day of __ June that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above rate. Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation. IN TESTIMONY WHEREOF, Thave hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year OMMONWE currency first above written. 8 COMMONWEALTH OF PENNSYLVANIA Notariai Seat Tareva Painella, Notavy Pablic Plymouth Twp , Montgamery County My Communicion Express March 28, 2013 OF Terésa Pastella, Notary Public MASYLVA mber, Pennaviunna Association of Antao TARY PUB CERTIFICATE I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company. This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

mortgage, note, loan, letter of credit, bank deposit,

for

Not valid

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seat of the said company, this _

1 AL Favia By

David M. Carey, Assistant Secretary

day of

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Bond #014057610

Section K

PERFORMANCE AND MAINTENANCE BOND

CONTRACT NO. 2010-07, 08

KNOW ALL MEN BY THESE PRESENTS: that

Galway Bay Corporation

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(Name of Contractor)

10 Ainsley Lane, Mt. Braddock, PA 15465

(Address of Contractor)

a Corporation , hereinafter called Principal,

(Corporation, Partnership, Individual)

and Liberty Mutual Insurance Company

(Name of Surety)

8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto ______ Municipal Authority of the City of McKeesport

(Name of Owner)

100 Atlantic Avenue, McKeesport, PA 15132

(Address of Owner)

hereinafter called Owner, in the penal sum of One Million Three Hundred Thirty Three Thousand & 00/100 Dollars (\$ 1,333,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 29 day of 500, 201, a copy of which is hereto attached and made a part hereof for the construction of:

Contract No. 2010-07 Ripple Road Pump Station Construction

General/Mechanical Construction

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall remedy in accordance with the terms of the Contract any defects which may develop during a period of eighteen (18) months from the date of completion of the work performed under said contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. Whenever CONTRACTOR shall be declared by OWNER to be in default under the Contract, the Surety shall promptly remedy the If the OWNER terminates the Contract for such default, default. the following shall govern the liability of the CONTRACTOR and the Surety hereunder. In the event of such termination, the CONTRACTOR and Surety shall remain fully liable to the OWNER for the CONTRACTOR's failure to timely complete the Contract, any additional costs incurred by the OWNER in completing the Contract, and liquidated damages from the required completion date to the date of the actual completion of the work by the OWNER. In the event of such termination, the Surety may elect to take over and complete performance of the Contract by giving written notice to the OWNER of such election within seven (7) days of the OWNER's mailing of notice of termination to the Surety and actually commencing completion within fourteen (14) days of the OWNER's notice to the Surety, time being of the essence. The Surety shall fully complete the work by the originally scheduled date of completion and the CONTRACTOR and the Surcty shall remain liable to the OWNER for all damages.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, any suit under this bond may be instituted until the expiration of two years from the date on which final payment under the Contract falls due or before the expiration of one year from the end of the maintenance and guarantee obligation under the Contract, which ever is later, notwithstanding any statute of limitations setting forth a shorter limitation period.

220/2010-07

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IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be deemed an original, this the **28** day of **Sume**, 20 1.

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)

	Galway Bay Corporation
	Principal
10 Ainsley Lane	by Milling
Address	Gregory R. Maynard, President
Mt. Braddock, PA 15465	ATTEST
	Judy R. Clark
	Principal (Secretary)
assaudia K. Wright	Judy K. Ĉlark
(Witness to Principal) Cassandra R. Wright	(SEAL)
lo Ainsley Lane	
Mt. Braddock, PA 15465	
(Address)	
******	******
	Liberty Mutual Insurance Company
	Surety
8044 Montgomery Road, Suite 150E	_
Address	ATTEST
Cincinnati, OH 45236	· · · · · · · · · · · · · · · · · · ·
	Surety (Secretary)
	1 A MADA
	(SEALMIN, MICH, h, h)
	(Witness to Surety)
	Kimberly L. Miles
****	***************************************
	FILDE
	CITY
	by:
One Hillcrest Drive East	(Attorney in Pact) Douglas P. Taylor
(Address)	
Charleston WV 25311	

NOTE: Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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pm EST on any business day.

day of

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

mortgage, note, loan, letter of credit, bank deposit,

fõr

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

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

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint KIMBERLY L. MILES, DOUGLAS P. TAYLOR, ANDREW K. TEETER, DONNA J. PRICE, JANIS K. PEACOCK, CHRISTOPHER A. MICHEL, PAMELA V. LANHAM, BRADLEY P. BOBERSKY, ALL OF THE CITY OF CHARLESTON, STATE OF WEST VIRGINIA , each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons. That this power is made and executed pursuant to and by authority of the following By-law and Authorization: ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. guarantees By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact: Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act In behalf of the Company to make, execute, seal, acknowledge and ca deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. To confirm the validity of this Power of Attorney 1-610-832-8240 between 9:00 am and 4:30 pm ES value That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 5th day of June 2009 interest rate or resid LIBERTY MUTUAL INSURANCE COMPANY uff W. Bvi 9-24 Garnet W. Elliott, Assistant Secretary COMMONWEALTH OF PENNSYLVANIA SS COUNTY OF MONTGOMERY On this 5th _ day of _ . , <u>2009</u> , before me, a Notary Public, personally came <u>Garnet W. Elliott</u>, to me known, and acknowledged June that he is an Assistant Secretary of Liberty Mutual insurance Company; that he knows the seal of said corporation; and that he executed the above rate, Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year Not valid f currency r TERES first above written. ONMONWER COMMONWEALTH OF PENNSYLVANIA Notarial Seal Tennsa Pantata Notary Public OF Plymouth Twp . Monlgomery County My Commission Express March 25, 2013 Teresa Pastella, Notary Public Similar Pennsy rame Asenciation of Noterler WSYLNP TARY PUB CERTIFICATE I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company. This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _

following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

By avia

David M. Carey, Assistant Secretary

CERTIFICATE OF INSURANCE

This Certificate shall be required to be properly completed by the Contractor and his Insurance Agent at the time that the construction contract is executed. It is informational and does not amend, extend or alter the coverage afforded by the policies listed below.

)	Name en Weiis	Address of Insurance Agency Fargo Ins Ser VanVoorhis Roa	v of WV Inc	СОМ	PANIES AFFORDIN		ES	
- Ir	Morga	ntown WV 2650	5	Company A We	estfield I	insuranc	ce Co	
i i	Nameand Galwa PO Bo Mt Br	Address of Insured Contractor Ly Bay Corporat Dx 320 Caddock PA 154	fion 64-0260	Company B	ravelers H	Prop Cas	s Co	
		Additionally Insured Party		Company C				
		Engineers, Inc. ipal Authority of the City of	of McKeesport	Company D				
			e listed below have been issued ject to all the terms, exclusions a			rce at this time a	and that the	
G	Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Lia	billty in Thousa Each	Acoreoate	
	A	General Liability Comprehensive Form CIPremise-Operations		03/07/12	Bodily Injury	\$	\$	
		Explosion and Collapse Hazard	СММ3928866		Property Damage	S	\$	
		Underground Hazard Deration Hazard Operation Hazard Operation Hazard Contractual Insurance Broad Form Property			Bodily Injury and Property Damage Combined	\$ 1,000	2,000	
		Damage CFindependent Contractors CkPersonal Injury			Personal Injury		\$	
1	A	Automotive Liability	CMM3928866	03/07/12	Bodily Injury (Each Person) Bodily Injury (Each Person)	s s		
		Hired			Property Damage	5		
		CFNon-Owned			CSL	1,000		
	A	Excess Liability Umbrella Form Other than Umbrella Form	CMM3928866	03/07/12	Bodily Injury and Property Damage Combined	\$10 ,000	D	
	A	Workers' Compensation	WCP1997666	03/07/12	Statutory			
		and Employers Cabinty	QT6600162R854		\$1,333,00	500 EI		
	в	🖉 Bullder's Risk	TIL11	06/05/13	\$1,000,00	-		Transi
		(Ž)Other			Forms At			
V	The cover written not	age issued in the above listed lice has been given to the name	policies will not be cancelled, ma ed owner and certificate holder a	at the address listed b	elow.	at least ten (10)) days prior	
	Ripple Ro	on Contract Identification ad Pump Station Construction No. 2010-07 General/Mechanical	Name and Address of Ow Holder Municipal Authority of the 0 100 Atlantic Avenue McKeesport, PA 15132		Date this certificate Wells Hay Issuing Acescy	go ins	106/11 Serv or	2
1			TUE FORM CANNER		Contraction of the local data	Authorized Rep	eresentative)	

THIS FORM CANNOT BE SUBSTITUTED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who is An insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to tiability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including;
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
- "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

3. Any payments made under Coverege A for

damages or under Coverage C for medical expensus shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General

Aggregate Limit shown in the Declarations nor sholl they reduce any other Designeted Construction Project General Aggregate Limit

for any other designated construction project

The limits shown in the Declarations for Each

Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply.

Declarations, such limits will be subject to the

applicable Designated Construction Project General Aggregate Limit.

However, instead of being subject to the

General Aggregate Limit shown in the

shown in the Schedule above.

A,

THIS ENDORGEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section 1 – Coverage A, and for all medical expenses caused by socidents under Section 1 – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "boolily injury" or "property damage" included in the "productscompleted operations hazerd", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureda;
 - b. Claims made or "suits" brought; or
 - Persons or organizations making claims or bringing "sulis".
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Page 1 of 2

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- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - Any payments made under Coverage A for demages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "provided, any payments for damages because of "bodily hatury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designsted Construction Project General Aggregate Limit.
- D. If the applicable designeted construction project has been abandanad, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timatables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Page 2 of 2

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXPANDED PLUS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following-

COMMERCIAL GENERAL UABILITY COVERAGE FORM

 SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended as follows:

Item 2. Exclusions a, is deteted and replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "properly damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "properly damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

item 2. Exclusions g. (2) (a) is deleted and replaced with the following:

(a) Less than 60 feet long; and

Item 2. Exclusions J. (6) second exception paragraph after (6) is deleted and replaced with the following:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

The lest paragraph of item 2. Exclusions is deleted and replaced with the following:

Exclusions c. through n, do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance appties to this coverage as described in Section III - LIMITS OF INSUR-ANCE.

 SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS is amended as fo lows:

Item 2. Exclusions b. is deleted and replaced with the following:

b. Hired Person

To a person hired to do work for or on behalf of any insured or tenant of any insured; however this exclusion does not apply to "volunteer workers" while engaged in maintenance or repair of your premises.

 The following coverages are added to SEC-TION 1 - COVERAGES:

VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is limited as described in SEC-TION III - LIMIT OF INSURANCE.

2. Exclusions

Coverage for Voluntary Property Damage does not apply to:

- a. "Loss" of property all premises owned, rented, teased, operated or used by you.
- b. "Loss" of property while in transit;
- "Loss" of property owned by, rented to, leased to, borrowed by or used by you;
- d. The cost of repairing or replacing:
 - (1) "Your work" defectively or incorrectly done by you; or
 - (2) "Your product" manufactured, sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

- "Loss" of properly caused by or arising out of the "productscompleted operations hazard."
- 3. Deductible

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable limit of Insurance.

4. Actual Cost

In the event of covered "loss", you shall, if requested by us, replace the damaged properly or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profil or overhead charges.

> CG 70 93 08 05 Page 1 of 5

CARE, CUSTODY OR CONTROL

1. Insuring Agreement

We will pay those sums the insured becomes legally obligated to pay as damages because of "property damage" to property of others while in your care, custody or control or property as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is limited as described in SECTION III - LIMIT OF IN-SURANCE.

2. Exclusions

Coverage for Care, Custody or Control does not apply to:

- a. "Property damage" to property at any premises owned rented, leased, operated or used by you;
- "Property damage" to property while in transit;
- c. The cost of repairing or replacing:
 - "Your work" delectively or incorrectly done by you; or
 - (?) "Your product" manufactured, sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

- "Property damage" to property caused by or arising out of the "products-completed operations hazard."
- 3, Deductible

We will not bay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. We will then pay the amount of "property damage" in excess of \$250, up to the applicable limit of insurance.

4. Actual Cost

In the event of covered "property damage", you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

WATER DAMAGE LEGAL LIABILITY

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage"

arising out of water damage to premises that are both rented to and occupied by you. The amount we will pay for damages is limited as described in SECTION III - LIMIT OF INSURANCE.

2. Exclusions

Coverage for Water Damage Legal Liability does not apply to:

- a. "Property damage" for which the insured is obligated to pay damages by reason of the assumption of tiability in a contract or agreement. This exclusion does not apply to tiability for damages that the insured would have in the absence of the contract or agreement.
- 'Property damage" caused by or resulling from any of the following:
 - (1) Wear and tear;
 - (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - (3) Smog or smoke;
 - (4) Settling, cracking, shrinking or expansion;
 - (5) Insects, birds, rodents or other animals; or
 - (6) Mechanical breakdown, including rupture or bursting caused by contribugal force.
- "Property damage" caused directly or indirectly by any of the following:
 - Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;
 - (2) Volcanic eruption, explosion or effusion;
 - (3) Flood, surface water, waves, lides, lidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (4) Mudslide or mudflow;
 - (5) Water that backs up from a sewer or drain; or
 - (6) Water under the ground surface pressing on, or flowing or seeping through:
 - Foundations, walls, floors or paved surfaces;

CG 70 93 08 05 Page 2 of 5

- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings.
- "Property damage" caused by or resulting from any of the following:
 - (1) Waler that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:
 - (a) You make a reasonable effort to maintain heat in the building or structure; or
 - (b) You drain the equipment and shut off the water supply if the heat is not maintained.
- e. "Property damage" to:
 - Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (2) The interior of the premises caused by or resulling from rain or snow, whether driven by wind or not.
- SECTION I SUPPLEMENTARY PAYMENTS -COVERAGES A AND B is amended as follows:

Item 1.b. is deleted and replaced with the following:

b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Item 1.d. is deleted and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$350 a day because of time off from work.
- SECTION II WHO IS AN INSURED is amended as follows:

Item 2, a, is deleted and replaced with the following:

a. Your "employees" or volunteer workers, other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or volunteer workers are an insured for:

- "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" or co-volunteer worker while that co-"employee" or co-volunteer worker is either in the course of his or her employment or performing duties related to the conduct of your austness;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or co-volunteer worker as a consequence of paragraph (1) (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1) (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses emergency medical technicians or paramudics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

- (2) "Property damage" to property-
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees" or volunteer workers, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

Item 3. a. is deleted and replaced with the following:

a. Coverage under this provision is alforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

> CG 70 93 08 05 Page 3 of 5

Item 4, is added as follows:

- 4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured in this policy, and only with respect to IIability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
 - a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
 - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Item 5. added as follows:

- 5. Vendors Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions;
 - The insurance afforded the vendor does not apply to:
 - "Bodily injury" or "properly damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, lests or

servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in subparagraphs 4, or 6,; or
 - (b) Such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the productions.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

item 6. is added as follows:

6. Managers or Lessors of Premises

Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

 Any "occurrence" which takes place after you cease to be a tenant in that premises.

> CG 70 93 08 05 Page 4 of 5

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).
- SECTION III LIMITS OF INSURANCE is amended as follows:

Item 6, is deleted and replaced with the following:

5. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "properly damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

Items 8., 9. and 10. are added as follows:

- The most we will pay under Voluntary Property Damage for "loss" arising out of any one "occurrence" is \$250. The most we will pay for the sum of all "losses" under this coverage is \$1,000.
- The most we will pay under Care, Cuslody or Control for "property damage" is \$1,000 for each "occurrence". The most we will pay for the sum of all damages because of "property damage" under this coverage is \$5,000.
- The most we will pay under Water Damage Legal Liability for all "property damage" arising out of any one "occurrence" is \$25,000.
- SECTION IV COMMERCIAL GENERAL LI-ABILITY CONDITIONS is amended as follows:

Items e, and f, are added to 2. Dutles in The Event Of Occurrence, Offense, Claim Or Sult as follows:

- The requirement in Condition 2, a, applies only when the "occurrence" or offense is known to:
 - (1) You, If you are an Individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager. If you are a limited liability company.
- The requirement in Condition 2. b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The following is added to Item 6. Representations

d. Your failure to disclose all hazards or prior "cccurrences" existing as of the inception date of this policy shall not prejucice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

The following is added to them 8. Transfer Of Rights Of Recovery AgaInst Others To Us:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under teller of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of subrogation.

 SECTION V = DEFINITIONS is amended as follows:

Item 3. Is amended to Include Incidental Medical Materiactice Injury.

Incidential Medical Malpractice Injury means injury arising out of the rendering of or the failure to render medical, surgical, dental, xray, nursing or paramedical services to any person(s) if employed by you to provide such services.

The following definition is added:

 "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

9. Liberalization

if we adopt any revision that would broaden the coverage under this endorsement without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this endorsement.

						MA070821000	_	
Ą	CORD [®] CER	TIFICA	TE OF LIA	BILITY IN	ISURA	NCE	C	DATE (MM/DD/YYYY) 6/7/2011
CE BE RE	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF IN EPRESENTATIVE OR PRODUCER, A IPORTANT: If the certificate holder the terms and conditions of the policy	IVELY OR N SURANCE DO ND THE CER is an ADDIT	IEGATIVELY AMEND, DES NOT CONSTITU TIFICATE HOLDER. IONAL INSURED, the	EXTEND OR ALT TE A CONTRACT policy(ies) must b	ER THE CO BETWEEN 1 e endorsed.	VERAGE AFFOR THE ISSUING IN If SUBROGATIC	RDED BY SURER(S) DN IS WAI	THE POLICIES), AUTHORIZED VED, subject to
Ce	artificate holder in lieu of such endo	rsement(s).						_
PROD	DUCER Commercial Lines - (304) 598-5	678		NAME: Denise A	Deem			
	Wells Fargo Insurance Services		aia Inc	PHONE (A/C, No, Ext); 304-5 E-MAIL denise	98-8091		AX (A/C, No): 8	66-972-2565
	1075 Van Voorhis Road. Suite 2	-		ADDRESS: denise	e.deem@wells	sfargo.com		
		200				NDING COVERAGE		NAIC #
	Morgantown, WV 26505-3403			INSURER A : West	field Insuranc	e Company		24112
INSU	Municipal Authority of the City o	f McKeesport		INSURER 8 :				
	100 Atlantic Avenue			INSURER C :				
				INSURER D :				
	McKeesport PA 15132			INSURER E :				
CON	VERAGES CE		UMBER: 2843863	INSURER F :		REVISION NUM	BER: Sor	balow
	IS IS TO CERTIFY THAT THE POLICIE			VE BEEN ISSUED TO	THE INSUR			
CE	DICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	PERTAIN, TH	E INSURANCE AFFORD	ED BY THE POLICIE BEEN REDUCED BY	S DESCRIBE	D HEREIN IS SUB	JECT TO /	
LTR	TYPE OF INSURANCE	INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
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	DED RETENTION \$	-					ş	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- TORY LIMITS	OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	т , \$	
	(Mandatory In NH)					E.L. DISEASE - EA EN	UPLOYEE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					EL DISEASE - POLIC	states and the state of the sta	
A	OCP-McKeesport			06/06/2011	06/06/2012	\$2,000,000 Occurrenc \$2,000,000 Aggregate		
	RIPTION OF OPERATIONS / LOCATIONS / VEHI	CLES (Attach ACC	ORD 101, Additional Remarks	Schedule, if more space i	s required)			
Cor	ntractor Galway Bay Corporation htracts #2010-01; 2010-03; 2010-05; 2	010-07: 2010-	09 and 2010-11					
CER	RTIFICATE HOLDER			CANCELLATION				
J.L.N	IN IOATE HOLDER		100 1 - 2 - 112 (SANGELLATION				
	nicipal Authority of the City of McKees 0 Atlantic Avenue	port			N DATE THE	ESCRIBED POLICIE REOF, NOTICE Y PROVISIONS.		
Mc	Keesport PA 15132				ATATINE			
				AUTHORIZED REPRESE	NTATIVE 9100	ubruh		
					,			

M-945X (9-07)

Highway Occupancy Permit No.



<u>CERTIFICATE OF INSURANCE</u> (Single Permit Only) <u>Utility Facility Occupancy</u> 67 Pa. Code. Chapter 459 "Occupancy of State Highways by Utilities"

Insured': Galway Bay Corporation

Address:	PO	Вс	x 3	20								4					_	
	Mt	Br	add	ock	E PA	1	546	5-02	260			-			•			
Insurer:	Wes	tfi	ield	i I	nsur	anc	e (Comp	any									
Insurance	Agen	icy:_	We	lls	Far	:go	Ins	sura	nce	Ser	vi	ces	of	WV	In	с.		
			1075	5 V	anVo	ort	is	Roa	d,	Suit	e 2	200	Моз	gar	ito	wn	WV	26505

Additional Insured: Commonwealth of Pennsylvania, Department of Transportation

This is to certify that:

(a) The occurrence-based Commercial General Liability (CGL) policy(-ies) of insurance listed below have been issued to the Insured named above and are in force at this time.

(b) The following coverage is provided by the policy(-ies) of insurance listed below. Initial in the space provided as certification of the insurance coverage provided (all blocks must be initialed):

_ (producer's initials) The Commonwealth of Pennsylvania, Department of Transportation is an additional insured for at least \$250,000 per person and \$1,000,000 per occurrence.

(producer's initials) Contractual liability

(producer's initials) Care, custody, and control

(producer's initials) XCU - explosion (X), collapse (C), and underground (U) hazards

⁴ Insured may attach Exhibit A to include subsidiary entities.

(c) The CGL policy(-ies) of insurance (occurrence-based or claims made with a two (2) year extended reporting period) listed below shall not be cancelled unless sixty (60) days (ten (10) days in the case of non-payment of premium) advance written notice of such intention to cancel delivered to the Department at the Bureau of Highway Safety and Traffic Engineering, 400 North Street, Harrisburg, PA 17120, Attention Central Office Permit Manager.

(d) The CGL policy(-ies) of insurance listed below are without deductibles or the Insured has provided the Department with a pre-approved plan of self-insurance for the amount of the deductible.

CMM3928866 Policy Number(s):

March 7, 2012 Policy Expiration Date(s):

We certify that the foregoing is true and correct and this Certificate of Insurance is made subject to the penalties provided in 18 Pa.C.S. § 4904 for purpose of obtaining a highway occupancy permit pursuant to 67 Pa. Code, Chapter 459.

Permittee/Permittee's Contractor President Vice-President Sole Proprietor Managing Partner Other

Date:

Insurance Producer

Date:

ISSUED TO: Galway Bay Corporation

MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT ALLEGHENY COUNTY, PENNSYLVANIA

J

CONTRACT DOCUMENTS FOR LONG RUN PUMP STATION EXPANSION

CONTRACT NO. 2010-05 GENERAL/MECHANICAL CONSTRUCTION

JANUARY 2011 RELEASE FOR BID



ENGINEERS, INC. 5173 Campbells Run Road Pittsburgh, PA 15205 Telephone: (412) 494-0510 Fax: (412) 494-0426 E-mail: <u>info@klhengineers.com</u> Ref. No. 220-35

Section C

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BID FORM - CONTRACT NO. 2010-05

Project Identification:	Long Run Pump Station Expansion
Contract Identification and Number:	General/Mechanical Construction Contract No. 2010-05
This Bid is Submitted to:	Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132

C1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

C2 BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

C3 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

Date of Issuance	Addenda Number
February I, 2011	l
February 10, 2011	2
February 15, 2011	3
March 1, 2011	4

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER

C-1

deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

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C3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, BIDDER has not directly or indirectly induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

C4 BIDDER will complete the Work under Contract No. 2010-05 for the following Lump Sum Price: Three Million Four Hundred Lump Sum Contract Price Ninety Thousand Dollars Zero Cents (Words) s 3 490 000 00 (Figures)

C5 BIDDER agrees that the lump sum prices above include an allowance of \$75,000.00 for Phase I assessment remediation cost at the former Wally & Joe's Building. Work under Contract No. 2010-05, Long Run Pump Station includes selective demolition within the former Wally & Joe's Building. At the time of the bid, the owner has not had the opportunity to complete a Phase [assessment of the building to determine if any hazardous materials are present within the building. The owner will complete a Phase I assessment prior to building demolition. Should the assessment reveal the presence of hazardous materials which require remediation, the contractor will be responsible completion of such remediation. coordination and for Remediation shall be completed by a sub-contractor specializing in cleanup, remediation, and/or abatement of hazardous material. The base bid price under Contract No. 2010-05 shall include a Seventy Five Thousand and no/100 dollars (\$75,000.00) allowance for the remediation cost. The contract price will be adjusted by Change Order to reflect the actual remediation cost. The

220/2010-05

C-2

allowance shall pay only for work directly performed by the remediation sub-contractor

C6 BIDDER agrees that the lump sum prices above are predicated on furnishing the following major process equipment at the cost stated below.

Specification Item No.	Description	Name of Manufacturer
11310 11330	Raw Wastewater Pumps Mechanically Cleaned	Wilo-EMU Duperon
11000	Bar Screen	ouperon
11331	Screenings	Duperon

Compactor/Washer

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<u>400 000.00</u> |<u>35 000.00</u> 50 000.00

Cost of Base Bid

Equipment

C7 BIDDER hereby offers deductions from the lump sum bid prices if the OWNER desires that alternate equipment be furnished by the respective manufacturers identified below (BIDDER may insert alternate manufacturers' names in any one or more of the spaces below):

Specifica	ation Description	Name of Alternate Manufacturer and Associated Deduction from Bid Price
11310	Raw Wastewater Bar Screen	Deduct \$
11330	Mechnically Cleaned Bar Screen	Deduct \$
11331	Screenings Compactor/Washer	Deduct \$

C8 BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.

C9 BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

C10 BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

C11 BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the

subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

C12 The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

C13 Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

C14 The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on March 7, 2011 .

)

)

(Execute the Bid Form on the following page)

) IF BIDDER is:

An In	ndividual	
	By (Sea	al)
	(Individual's Name)	
	doing business as	
	(Business Address and Telephone Number)	
A Par	rtnership	
	Ву(Se	al)
	(Firm Name)	
	(General Partner)	
	(Business Address and Phone Number)	
A Cor	rporation	
	By Galway Bay Corporation (Se	al)
	(Corporation Name)	
~	Pennsylvania	
)	(State of Incorporation)	
	By SMILL	
	(Name of Person Authorized to Sign and Title of same) Group R. Maynard President	
	(Corporate Seal) Attest Judy K. Clash Judy K Jurk (Secretary)	
	10 Ainsley Lane, P.O. Box 320, Mount Braddock, PA 15465 724-277-4282	
	(Business Address and Telephone Number)	-

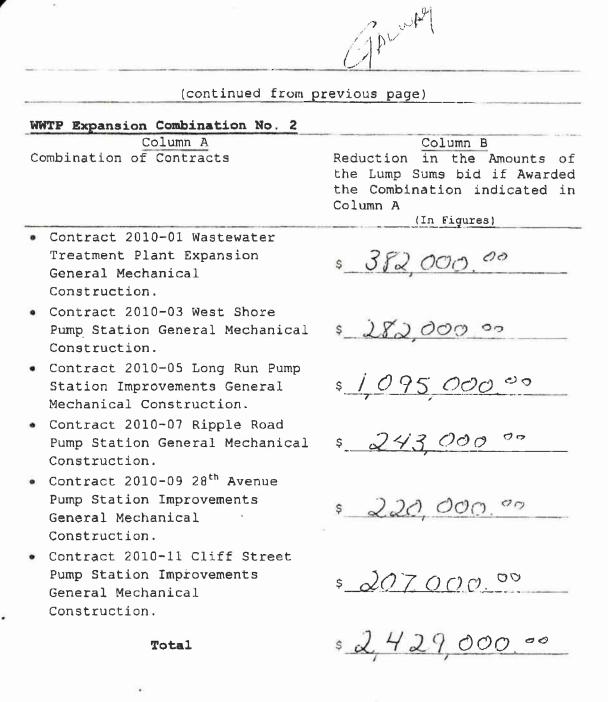
A Joint Venture

)

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By		
-	(Name)	
	(Address)	
	(Name)	
	(Address)	

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a part to the joint venture should be in the manner indicated above.)



220/2010-01

C-10R

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Section D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Galway Bay Corporation Ainsley Lane, Mount Braddock, PA 15465
as Principal and Liberty Mutual Insurance Company
of Boston, State of Massachusetts,
a corporation existing under the laws and the State of
Massachusetts , and authorized to transact business in
Pennsylvania , as Surety, are held and firmly bound unto
Municipal Authority of the City of McKeesport
(OWNER)
100 Atlantic Avenue, McKeesport, PA 15132
(Address)
hereinafter called the Obligee, in the sum of (10%) Ten percent of
amount bid Dollars (\$).
lawful money of the United States of America, for payment of which
sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally,
firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Prin-
cipal has submitted the accompanying Proposal or Bid dated
March 7th , 2011 , for the Contract No's. 2010-01, 02, 03, 04, 05, 06,
07, 08, 09, 10, 11, 12, 13, 14, and 15

NOW THEREFORE, the condition of this Bond shall be such that if the Principal, upon due acceptance of said Proposal and award of the Contract to him by the Obligee, bonds with good and sufficient surety as may be required by the Contract Documents, and furnishes the Obligee proper evidence of effectiveness of insurance coverage, respectively, within the time, in the forms and in the amounts as appropriate, required by the Contract Documents, and enters into a Contract with the Obligee in accordance with the Contract Documents, then this Bond shall be void; otherwise, the Bond shall be and shall remain in full force and effect.

The Principal and Surety hereby stipulate and agree that if the Principal fails to perform all conditions of this Bond, they will pay the sum of the Bond to the Obligee as fixed, liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any extension.

It is the intention of the parties to be legally bound by this instrument.

220/2010-01, 02

D-1



IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this <u>7th</u> day of <u>March</u>, 2011, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

ATTEST:

DATE March 7th , 20 11

WITNESS:

Judy K.Clas

Judy K. Clark - Secretary

Calway Bay Corporation Name of Bidder, Corporation, Firm or Individual

By Gregory R. Maynard - President

(Title) 10 Ainsley Lane, P O Box 320

Mount Braddock, PA 15465 Business Address of Bidder

Patty Mandus, Witne

Liberty Mutu	1 Insurance	Company
Surary	IN	$\mathcal{D}^{\cdot} \mathcal{A}$
linh	MXI) AUD

Attorney-in-Fact Kimberly L. Miles

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

220/2010-01, 02

D-2

J4 PAYMENT PROCEDURES

J4.1 CONTRACTOR shall submit Applications for Payment in accordance with Section H of the Contract Documents.

J4.2 Progress Payments. OWNER shall make progress payments on the Contract Price on the basis of CONTRACTOR's Application for Payment. All payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the Contract Documents.

J4.3 Prior to 50% completion of the Work, progress payments will be in an amount equal to:

- = 90% of the Work completed, and
- 100% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case, the aggregate of payments previously made.

J4.4 After the work is at least 50% complete, and subject to satisfactory progress and compliance with the provisions of the Contract Documents, the OWNER may, at its discretion, elect to reduce the retainage to an amount equal to 5% of the completed work value.

J4.5 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price not previously paid.

J5 INTEREST

J5.1 All moneys not paid when due hereunder shall bear interest at the rate defined in Paragraph H2.

J6 CONTRACTOR'S REPRESENTATIONS

J6.1 CONTRACTOR represents that he has familiarized himself with the nature and extent of the Contract Documents, Work, locale and with all local conditions; federal, state and other laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work; and, has made or caused to be made such examinations, investigations (including subsurface explorations) and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes, and that he shall be responsible

Section J

AGREEMENT - CONTRACT NO. 2010-05

THIS AGREEMENT is dated as of the 2% day of ILINEin the year of 2011 by and between The Municipal Authority of the City of McKeesport hereinafter called OWNER and Galway Bay Corporation hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

J1 WORK

J1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Contract No. 2010-05 Long Run Pump Station Expansion General/

Mechanical Construction

J2 CONTRACT TIME

J2.1 The Work will be completed within five Hundred forty (540) calendar days after the date when the Contract Time commences as provided in the General Conditions.

J2.2 Liquidated Damages OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not complete within the time specified in paragraph J2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Six Hundred Fifty Dollars (\$650.00) for each day that expires after the time specified in paragraph J2.1 for completion until the Work is substantially complete.

J3 CONTRACT PRICE

J3.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in the following lump sum amount:

Two Million Three Hundred Ninety-Five Thousand Dollars & 00/100

(\$2,395,000.00)

to fully perform all work within the contract time and for the contract price(s) stated herein, regardless of the conditions actually encountered. All risks assumed hereunder have been included in the contract price.

J6.2 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

J7 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

Section	Identification	Page No.
J	Agreement	J-1 to J-4
Exhi	bits attached to this agreement	(if any)
К	Surety Bonds/Insurance Certificates	K-1 to K-7
Έ	General Conditions	E-1 to E-27
F	Supplemental General Conditions	F-1 to F-28
G	Technical Specifications	01000-1 to 16990-1
Н	Measurement and Payment	H-1 to H-2
, T	Standard Detail Drawings	I-1 to I-42
	Drawings 24" x 36" - Bound Separatel	y from this Book
	(Are identified in Section 01010)	
L	Addenda	L-l to L-25 (if any)
С	Contractor's Bid	C-1 to C-10
Chan	ge Orders duly issued with or after t	he
effe	ctive date of this Agreement	(if any)

There are no Contract Documents other than those listed above in this Agreement, Section J. The Contract Documents may only be altered, modified, amended or repealed by appropriate execution of a Change Order.

J8 MISCELLANEOUS

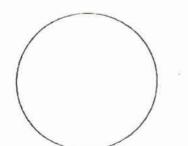
J8.1 Terms used in this Agreement are defined in the General Conditions and shall have the meanings indicated in the General Conditions.

J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

J8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in Five (5) copies. One counterpart each has been delivered to OWNER and the CONTRACTOR. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on 20 .



(CORPORATE SEAL)

(CORPORATE SEAL)

OWNER Municipal Authority of the City of McKeesport

ъу	 	
ATTEST		
Title		

Address for Giving Notice

100 Atlantic Avenue McKeesport, PA 15132



Galway Bay Corporation

ATTEST Title

Address for Giving Notice 10 Ainsley Lane

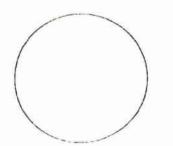
Mt. Braddock, PA 15465

no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

J8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in <u>Five</u> (5) copies. One counterpart each has been delivered to OWNER and the CONTRACTOR. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on June 28



OWNER Municipal Authority of the City of McKeesport

by Hickolas I She wan to Fright wie Director ATTEST (Title

Address for Giving Notice

(CORPORATE SEAL)

(CORPORATE SEAL)

100 Atlantic Avenue McKeesport, PA 15132

CONTRACTOR

Galwa	y Bay Corporation	
by	Regory R. Maynard President	
ATTEST	Judy K. Clark	
Title	Rudy K. Clark - Secretary	
» daha a a	for Civing Notice	

ddress for Giving Notice 10 Ainsley Lane

Mt. Braddock, PA 15465

220/2010-05

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J-4

J

Bond #014057609

Section K

PAYMENT BOND

CONTRACT NO. 2010-05

KNOW ALL MEN BY THESE PRESENTS: that

Galway Bay Corporation

5

(Name of Contractor) 10 Ainsley Lane, Mt. Braddock, PA 15465

(Address of Contractor)

Corporation _____, hereinafter called Principal,

(Corporation, Partnership, Individual) and Liberty Mutual Insurance Company

(Name of Surety)

8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236

(Address of Surety)

bereinafter called Surety, are held and firmly bound unto Municipal Authority of the City of McKeesport

(Name of Owner)

100 Atlantic Avenue, McKeesport, PA 15132

(Address of Owner)

hereinafter called Owner, in the penal sum of Two Million Three Sundred Ninety Five Thousand & 00/100 Dollars (§ 2,395,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, udministrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 22 day of 3000, 2000, 2000, a copy of which is hereto altituded and made a part hereof for the construction of:

Contract No. 2010-05 Long Run Pump Station Expansion

General/Mechanical Construction

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be deemed an original, this the 29 day of J-1ME , 20 11.

10 Ainsley Lane by (Address) Mt. Braddock, PA 15465

Witness to Principa Cassandra R. Wright 10 Ainsley Lane Mt. Braddock, PA 15465 (Address)

04

Galway Bay Corporation (Principal) Greap Mar dent (ATTEST) (Principal) (Secretary) Judy K. Clark (SEAL)

96	Liberty Mutual Insurance Company
8044 Montgomery Road, Suite 150E	(Surety)
Address) Cincinnati, OH 45236	(ATTEST)
	(Surety) (Secretary)
	(SEA mbal Dubs
	(Witness to Surety)
	Kimberly L. Miles
*****************	by: (Attorny in First) Douglas P. Taylor One Hillcrest Drive Past

(Address) Charleston WV 25311

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NOTE: Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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220/2010-05

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validity of between 9

To confirm the v 1-610-832-8240

day of

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

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

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

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint KIMBERLY L. MILES, DOUGLAS P. TAYLOR, ANDREW K. TEETER, DONNA J. PRICE, JANIS K. PEACOCK, CHRISTOPHER A. MICHEL, PAMELA V. LANHAM, BRADLEY P. BOBERSKY, ALL OF THE CITY OF CHARLESTON, STATE OF WEST VIRGINIA..... each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons. That this power is made and executed pursuant to and by authority of the following By-law and Authorization; ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings, Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, of this Power of Attorney call n 9:00 am and 4:30 pm EST on any business day execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. value guarantees. By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact; Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this <u>5th</u> day of <u>June</u> 2009 Not valid for mortgage, note, loar currency rate, interest rate or resi LIBERTY MUTUAL INSURANCE COMPANY allent \$ W. By (gran Garnet W Elliolt, Assistant Secretary COMMONWEALTH OF PENNSYLVANIA SS

On this 5th . 2009 , before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged day of June that he is an Assistant Secretary of Liberty Mutual insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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

ON MENNING ALTELOT PENNSOR VANIA Micharle Sent Fores, Patoria Suctas Maria Prinsetti Espi Marz, Sens Starry My Clamayona Carlos, March 26, 72 (1

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CERTIFICATE

COUNTY OF MONTGOMERY

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this

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ness esa Pastella, Notary Public

David M. Carey, Assistant Secretary

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Bond #014057609

Section K

PERFORMANCE AND MAINTENANCE BOND

CONTRACT NO. 2010-05

KNOW ALL MEN BY THESE PRESENTS: that

Galway Bay Corporation

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a

(Name of Contractor)

10 Ainsley Lane, Mt. Braddock, PA 15465

(Address of Contractor)

Corporation , hereinafter called Principal,

(Corporation, Partnership, Individual)

and Liberty Mutual Insurance Company

(Name of Surety)

8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236

(Address of Surety) hereinafter called Surety, are held and firmly bound unto Municipal Authority of the City of McKeesport

(Name of Owner)

100 Atlantic Avenue, McKeesport, PA 15132 (Address of Owner)

hereinafter called Owner, in the penal sum of Two Million Three Hundred Ninety Five Thousand & 00/100 Dollars (\$ 2,395,000.00) in Tawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 29 day of 54.16, 2011, a copy of which is hereto attached and made a part hereof for the construction of:

Contract No. 2010-05 Long Run Pump Station Expansion

General/Mechanical Construction

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall remedy in accordance with the terms of the Contract any defects which may develop during a period of eighteen (18) months from the date of completion of the work performed under said

contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. Whenever CONTRACTOR shall be declared by OWNER to be in default under the Contract, the Surety shall promptly remedy the If the OWNER terminates the Contract for such default, default. the following shall govern the liability of the CONTRACTOR and the Surety hereunder. In the event of such termination, the CONTRACTOR and Surety shall remain fully liable to the OWNER for the CONTRACTOR's failure to timely complete the Contract, any additional costs incurred by the OWNER in completing the Contract, and liquidated damages from the required completion date to the date of the actual completion of the work by the OWNER. In the event of such termination, the Surety may elect to take over and complete performance of the Contract by giving written notice to the OWNER of such election within seven (7) days of the OWNER's mailing of notice of termination to the Surety and actually commencing completion within fourteen (14) days of the OWNER's notice to the Surety, time being of the essence. The Surety shall fully complete the work by the originally scheduled date of completion and the CONTRACTOR and the Surety shall remain liable to the OWNER for all damages.

PROVIDED, **FURTHER**, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, any suit under this bond may be instituted until the expiration of two years from the date on which final payment under the Contract falls due or before the expiration of one year from the end of the maintenance and guarantee obligation under the Contract, which ever is later, notwithstanding any statute of limitations setting forth a shorter limitation period.

220/2010-05

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IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be deemed an original, this the $\frac{10}{20}$ day of $\frac{1}{100}$, $\frac{20}{10}$.

Galway Bay Corporation	
Principal	
by Willia	
Gregory R. Maynaw, President.	
ADTEST	

Mt. Braddock, PA 15465

10 Ainsley Lane Address

Cassandra R. Wright 10 Ainsley Lane Mt. Braddock, PA 15465

(Address)

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Principal (Secretary) Judy K. Clark (SEAL)

 8044 Montgomery Road, Suite 150E
 Liberty Mutual Insurance Company

 Address
 ATTEST

 Cincinnati, Oll 45236
 Surety (Secretary)

 (SEAMbulk Mathematical Surety)

 (Witness to Surety)

Kimberly L. Miles

Douglas P. Taylor

by: (Attorney in Fart)

One Hillcrest Drive East

(Address) Charleston WV 25311

NOTE: Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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f this Power of Attorney call 9:00 am and 4:30 pm EST on any business day

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To confirm the 1-610-832-8240

day of

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinalter set forth, does hereby name, constitute and appoint KIMBERLY L. MILES, DOUGLAS P. TAYLOR, ANDREW K. TEETER, DONNA J. PRICE, JANIS K. PEACOCK, CHRISTOPHER A. MICHEL, PAMELA V. LANHAM, BRADLEY P. BOBERSKY, ALL OF THE CITY OF CHARLESTON, STATE OF WEST VIRGINIA..... , each individually if there be more than one named, its true and lawlul attorney in fact to make, execute, seal, acknowledge and deliver, for and on its

Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

value IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this <u>5th</u> day of <u>June</u> 2009

LIBERTY MUTUAL INSURANCE COMPANY

alia. Bylannuft W.

Elliott, Assistant Secretary

cress sa Pastella, Notary Public

e, note, loai t rate or resir COMMONWEALTH OF PENNSYLVANIA interest COUNTY OF MONTGOMERY

validity of between 9 , 2009 , before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged On this 5th day of June that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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

CERTIFICATE

bank deposit,

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mortgage,

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currency rate,

guarantees.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this

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 Bart Market (Charles P)
 Bart Market (Charles P)
 Bart Market (Charles P)

denices Pareis, an advanced + of 6 daries.

lang Bydland

David M. Carey, Assistant Secretary

CERTIFICATE OF INSURANCE

This Certificate shall be required to be properly completed by the Contractor and his Insurance Agent at the time that the construction contract is executed. It is informational and does not amend, extend or alter the coverage alforded by the policies listed below.

Name and Address of Insurance Agency		COMPANIES AFFORDING COVERAGES					
			Com	ipany A			
Name and	Address of Insured Contractor						
			Lette	er B			
Name(s) o	f Additionally Insured Party		Com Lette	er C			
КЕН	Engineers, Inc		Com				
	ipal Authority of the City of	McKeesport	Lette				
	certify that policies of insurance li afforded by the policies is subject				policies		
Company	Type of Insurance	Policy Number		Policy	Limits of Lia	bility in Thousa Each	1
Letter				Expiration Date		-Ocourianna	Addredate
	General Liability Comprehensive Form Premise-Operations				Bodily Injury	\$	5
	Explosion and Collapse Hazard				Property Damage	\$	\$
	Underground Hazard Products/Completed Operation Hazard Contractual Insurance Broad Form Property				Bodily Injury and Property Damage Combined	\$	
	Damage				Personal Injury		\$
	Automotive Liability				Bodily Injury (Each Person)	\$	
	Comprehensive Form				Bodily Injury	\$	
	Hired				(Each Person)		
	Non-Owned				Property Damage	\$	
	Excess Liability Umbrella Form Other than Umbrella Form				Bodily Injury and Property Damage Combined	s	
	Workers' Compensation and Employers' Liability				Statutory		
	🗆 Builder's Risk				2		
	C Other						
The cover written no	age issued in the above listed po tice has been given to the named	licles will not be cancelled, ma	teriall at the	ly changed, or re address listed b	enewal refused until elow	al least len (10) days prior
Constructi Long Rui	on Contract Identification Pump Station Expansion No. 2010-05 General-Mechanica)	Name and Address of Ow Holder Municipal Authority of the C 100 Atlantic Avenue McKeesport, PA 15132	mer a	nd Certificate	Date this certificate Issuing Agency:		
					(Signature of A	Authorized Rep	resentative)

THIS FORM CANNOT BE SUBSTITUTED

226/2010-05

CERTIFICATE OF INSURANCE

This Certificate shall be required to be properly completed by the Contractor and his insurance Agent at the time that the construction contract is executed. It is informational and does not amend, extend or after the coverage afforded by the policies listed below.

Name and	Address of Insured Contractor	ion	Letter		lestfield		
PO BO	ox 320 raddock PA 154		Company Letter	ВТ	ravelers	Prop Ca	s Co
	Additionally Insured Party	01 0200	Company Letter	С			
	Engineers, Inc ipal Authority of the City o	f McKeesport	Company Latter	D		•	
		a listed below have been issued t act to all the terms, exclusions ar				ce at this time a	ind that the
Company Letter	Type of Insurance	Policy Number		ficy on Date	Limits of Lia	bility in Thouse Each	(000) ebn
	General Liability		03/0	7/12	Bodily Injury	5	5
A	Azard	СММ3928866			Property Damage	s	5
	Operation Hazard Contractual Insurance Broad Form Property				Bodily injury and Property Demage Combined	\$1,000	2,000
	Damage Dindependent Contractors Dersonal Injury				Personal injury		5
A	Automotive Liebility	СММ3928866	03/0	7/12	Bodily Injury (Each Person) Bodily Injury (Each Person)	\$ \$	
	⊠ Hired D∑Nan-Owned				Property Damage	\$ 1,000	
А	Excess Liability Umbrelia Form Other than Umbrelia Form	CMM3928866			Bodily Injury and Property Damage Combined	\$ 10,000	
A	CX Workers' Compensation	WCP1997666	03/0)7/12	Statutory	500 EI	J
в	Cřeulider's Risk	QT6600162R854 TIL11	06/	05/1	2,395,00 \$\$1,000,0		
	IŽ Other				Transit Forms At		
The cover written not	age issued in the above listed ; tice has been given to the name	policies will not be cancelled, ma ad owner and cartificate holder a	erially chan the address	ged, or re s listed b	snawel refused until elow.	at least len (10)	days prior
Construction Contract Identification Long Run Pump Station Expansion Contract No. 2010-05 General/Mechanical Name and Address of O Holder Municipal Authority of the 100 Atlantic Avenue McKeesport, PA 15132		Date this certificate issued;				/06/11 Serv 0	

220/2010-05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who is An insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodity injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional prohitectural, engineering or surveying services, including;
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.
- "Bodly injury" or "property damage" occurring atter:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations that been completed; or
 - b. That portion of "your work" out of which the njury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(a):

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becames legally oblighted to pay as damages caused by "occurrences" under Section 1 – Coverage A, and for all medical expenses caused by accidents under Section 1 – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" inclusted in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureda;
 - b. Cisims made or "suite" broughl; or
 - Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical exponses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damags To Premisus Rented To You and Medical Expanse continue to apply. However, Instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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Page 1 of 2 []

Internal Goos

- 8. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section i Coverage A, and for all medical expanses caused by accidents under Section j Coverage C, which cannot be aftributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - Any payments and under Coverage A for damages or under Coverage C for medical expenses shell reduce the amount evalable under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability erising cut of the "products-comploted operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXPANDED PLUS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION 1 - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended as follows:

Item 2. Exclusions a, is deleted and replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "properly damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily lnjury" or "properly damage" resulting from the use of reasonable force for the purpose of protecting persons or properly.

Item 2, Exclusions g. (2) (a) is detected and replaced with the following:

(a) Less than 50 feet long; and

Item 2, Exclusions J. (6) second exception paragraph after (6) is deleted and replaced with the following:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed

The last paragraph of item 2. Exclusions is deleted and replaced with the following:

Exclusions c, through n, do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section 111 - LIMITS OF INSUR-ANCE.

 SECTION 1 - COVERAGES, COVERAGE C MEDICAL PAYMENTS is amended as follows:

Item 2, Exclusions b. is deleted and replaced with the following:

b. Hired Person

To a person hired to do work for or on behaif of any insured or tenant of any insured; however this exclusion does not apply to "volunteer workers" while engaged in maintenance or repair of your premises.

 The following coverages are added to SEC-TION 1 - COVERAGES:

VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is limited as described in SEC-TION III - LIMIT OF INSURANCE.

2. Exclusions

Covorage for Voluntary Property Damage does not apply to:

- a. "Loss" of property at premises owned, ronted, loased, operated or used by you.
- b. "Loss" of property while in transil;
- "Loss" of property owned by, rented to, teased to, borrowed by or used by you;
- d. The cost of repairing or replacing:
 - "Your work" defectively or incorrectly done by you; or
 - (2) "Your product" manufactured, sold or supplied by you;

unless the 'property damage' is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

- "Loss" of properly caused by or arising out of the "productscompleted operations hazard."
- 3. Deductible

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable limit of Insurance.

4. Actual Cost

in the event of covered "loss", you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

CARE, CUSTODY OR CONTROL

1. Insuring Agreement

We will pay those sums the insured becomes legally obligated to pay as damages because of "property damage" to property of others while in your care, custody or control or property as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is limited as described in SECTION III - LIMIT OF IN-SURANCE.

2. Exclusions

Coverage for Care, Custody or Control does not apply to:

- a. "Properly damage" to properly all any premises owned, rented, leased, operated or used by you;
- Property damage" to property while in transit;
- c. The cost of repairing or replacing:
 - "Your work" defectively or incorrectly done by you; or
 - (2) "Your product" manufactured, sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

- d. "Property damage" to property caused by or arising out of the "products-completed operations hazard."
- 3, Deductible

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. We will then pay the amount of "property damage" in excess of \$250, up to the applicable limit of insurance

4. Actual Cost

In the event of covered "property damage", you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profil or overhead charges.

WATER DAMAGE LEGAL LIABILITY

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" arising out of water damage to premises that are both rented to and occupied by you. The amount we will pay for damages is limited as described in SECTION III - LIMIT OF INSURANCE.

2. Exclusions

Coverage for Water Damage Legal Liability does not apply to:

- a. "Property damage" for which the insured is obligated to pay damages by reason of the assumption of tiability in a contract or agreement. This exclusion foes not apply to tiability for damages that the insured would have in the absence of the contract or agreement.
- "Property damage" caused by or resulling from any of the following:
 - (1) Wear and lear:
 - (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or pny quality in property that causes it to damage or destroy itself;
 - (3) Smog or smoke;
 - (4) Settling, cracking, shrinking or expansion;
 - (5) insects, birds, rodents or other animals; or
 - (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.
- "Property damage" caused directly or indirectly by any of the following:
 - Any earth movement, such as an earthquake, landslide, mine subsidence or jearth sinking, rising or shifting;
 - (2) Volcanic eruption, explosion or effusion;
 - (3) Flood surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (4) Mudslide or mudflow;
 - (5) Water that backs up from a sewer or drain; or
 - (6) Water under the ground surface pressing on, or flowing or seeping through;
 - (a) Foundations, walls, floors or paved surfaces;

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- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings.
- "Property damage" caused by or resulting from any of the following:
 - (1) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection systam caused by or resulting from freezing, unless:
 - (a) You make a reasonable effort to maintain heat in the building or structure; or
 - (b) You drain the equipment and shut off the water supply if the heat is not maintained.
- e. "Properly damage" lo:
 - Plumbing, heating, air condilioning, fire protection systems, or other equipment or appliances; or
 - (2) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

 SECTION I - SUPPLEMENTARY PAYMENTS -COVERAGES A AND B is amended as follows: Item 1.b. is deleted and replaced with the following:

b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the uso of any vehicle to which the Bodity Injury Liability Coverage applies. We do not have to furnish these bonds.

Item 1.d. is deleted and reptaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$350 a day because of time off from work.
- 5. SECTION II WHO IS AN INSURED is amended as follows:

Item 2, a. is deleted and replaced with the following:

a. Your "employees" or volunteer workers, other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing dulies related to the conduct of your business. However, none of these "employees" or volunteer workers are an insured for:

- "Bodlly injury" or "personal and advartising injury";
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (If you are a limited liability company), or to a co-"employee" or co-volunteer or "employee" or Vorker worker that CCor co-volunteer worker is either in the course of his or her employment or performing dulies related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or co-volunteer worker as a consequence of paragraph (1) (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1) (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical techniclans or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

- (2) "Property damage" to property
 - (a) Owned, occupied or used by,
 - (b) Rented Io, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees" or volunteer workers, any partner or member (If you are a partnership or joint venture), or any member (if you are a limited liability company).

Item 3. a. is deleted and replaced with the following:

 Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

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Item 4, is added as follows:

- 4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured in this policy; and only will respect to ilability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
 - a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
 - b. To structural alterations, new construction or demolition aperations performed by or on behalf of the building owner.

Item 5, added as follows:

- 5. Vendors Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - a. The insurance alforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to flability for damages. That the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, festing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or

servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in subparagraphs 4, or 6,; or
 - (b) Such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual nourse of business, in connection with the distribution or sale of the productions.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Item 6, is added as follows:

6. Managers or Lessors of Premises

Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured but only with respect to fiability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

 Any "occurrence" which takes place after you cease to be a tenant in that premises.

> CG 70 93 08 05 Page 4 of 5

- (2) Structural alterations, new construction or demotifion operations performed by or on behalf of the person(s) or organization(s).
- SECTION III LIMITS OF INSURANCE is amended as follows;

Item 6, is deleted and replaced with the following:

5. Subject to 5, above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

Items 8., 9. and 10. are added as follows:

- 8. The most we will pay under Volunlary Property Damage for "loss" arising out of any one "occurrence" is \$250. The most we will pay for the sum of all "losses" under this coverage is \$1,000.
- The most we will pay under Care, Cuslody or Control for "property damage" is \$1,000 for each "occurrence". The most we will pay for the sum of all damages because of "property damage" under this coverage is \$5,000.
- The most we will pay under Water Damage Legal Liability for all "property damage" arising out of any one "occurrence" is \$25,000.
- SECTION IV COMMERCIAL GENERAL LI-ABILITY CONDITIONS is amended as follows:

Items e. and f. are added to 2. Duties in The Event Of Occurrence, Offense, Claim Or Sult as follows:

- The requirement in Condition 2, a, appiles only when the "occurrence" or offense is known to;
 - (1) You, if you are an individual;
 - A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- The requirement in Condition 2, b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a fimited ifability company.

The following is added to Item 5. Representations

d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

The following is added to Item 8. Transfer Of Rights Of Recovery AgaInst Others To Us:

We walve any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under tellor of intent or work order, subject to subsequent reduction to writing, with cuslomers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of subrogation.

8. SECTION V - DEFINITIONS is amended as follows:

Hem 3, is amended to Include Incidental Medical Malpractice Injury.

incidental Medical Malpractice Injury means injury arising out of the rendering of or the faiture to render medical, surgical, dental, xray, nursing or paramedical services to any person(s) if employed by you to provide such services.

The following definition is added:

 "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

9. Liberalization

If we adopt any revision that would broaden the coverage under this endorsement without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this endorsement.

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ACORD 25 (2010/05)

Highway Occupancy Permit No.



<u>CERTIFICATE OF INSURANCE</u> (Single Pennit Only) Utility Facility Occupancy 67 Pa. Code. Chapter 459 "Occupancy of State Highways by Utilities"

Insured': Galway Bay Corporation

Address: PO Box 320 Mt Braddock PA 15465-0260 Insurer: Westfield Insurance Company Insurance Agency: Wells Fargo Insurance Services of WV Inc. 1075 VanVoorhis Road, Suite 200 Morgantown WV 26505

Additional Insured: Commonwealth of Pennsylvania, Department of Transportation

This is to certify that:

(a) The occurrence-based Commercial General Liability (CGL) policy(-ies) of insurance listed below have been issued to the Insured named above and are in force at this time.

(b) The following coverage is provided by the policy(-ies) of insurance listed below. Initial in the space provided as certification of the insurance coverage provided (all blocks must be initialed):

(producer's initials) The Commonwealth of Pennsylvania, Department of Transportation is an additional insured for at least \$250,000 per person and \$1,000,000 per occurrence. (producer's initials) Contractual liability (producer's initials) Care, custody, and control (producer's initials) XCU - explosion (X), collapse (C), and underground (U) hazards

Insured may attach Exhibit A to include subsidiary entities.

(c) The CGL policy(-les) of insurance (occurrence-based or claims made with a two (2) year extended reporting period) listed below shall not be cancelled unless sixty (60) days (ten (10) days in the case of non-payment of premium) advance written notice of such intention to cancel delivered to the Department at the Bureau of Highway Safety and Traffic Engineering, 400 North Street, Harrisburg, PA 17120, Attention Central Office Permit Manager.

(d) The CGL policy(-ies) of insurance listed below are without deductibles or the Insured has provided the Department with a pre-approved plan of self-insurance for the amount of the deductible.

.

Policy Number(s): CMM3928866

Policy Explration Date(s): March 7, 2012

We certify that the foregoing is true and correct and this Certificate of Insurance is made subject to the penalties provided in 18 Pa.C.S. § 4904 for purpose of obtaining a highway occupancy permit pursuant to 67 Pa. Code, Chapter 459.

Permittee/Permittee's Contractor President Vice-President Sole Proprietor Managing Partner Other

Date:

: her '1. Insurance Producer Date:

2

ISSUED TO: Merit Electrical Group, Inc.

MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT ALLEGHENY COUNTY, PENNSYLVANIA

).

CONTRACT DOCUMENTS FOR LONG RUN PUMP STATION EXPANSION

CONTRACT NO. 2010-06 ELECTRICAL CONSTRUCTION

JANUARY 2011 RELEASE FOR BID

KLH

ENGINEERS, INC. 5173 Campbells Run Road Pittsburgh, PA 15205 Telephone: (412) 494-0510 Fax: (412) 494-0426 E-mail: <u>info(a kthengineers.com</u> Ref. No. 220-35

Section C

BID FORM - CONTRACT NO. 2010-06

Project Identification:	Long Run Pump Station Expansion
Contract Identification and Number:	Electrical Construction Contract No. 2010-06
This Bid is Submitted to:	Municipal Authority of the City of

McKeesport, PA 15132 C1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in

McKeesport

100 Atlantic Avenue

C2 BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

C3 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

Date of Issuance	Addenda Number
FOS (,2011	1
Feb. 10.2011	2
Feb. 15, 2011	3
Mar 1, 2011	ч Ч

receipt of all which is hereby acknowledged.

this Bid, in accordance with the Contract Documents.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER

220/2010-06

BIDDER has satisfied itself as to the deems necessary. conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract BIDDER assumes all risks inherent in performing Documents. the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

C3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, BIDDER has not directly or indirectly induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

C4 BIDDER will complete the Work under Contract No. 2010-06 for the following Lump Sum Price:

Lump Sum Contract Price

\$ 1,063,000 (Words)

\$ ODE Million Sixty-three Thousand (Figures)

C5 BIDDER hereby offers deductions from the lump sum bid price if the OWNER desires that alternate equipment from that shown in the technical specifications, identified below (BIDDER may insert deduction in the spaces below):

Specification No Description	Associated Deduction From Bid Price
16140 - Wiring Devices	Deduct\$
16180 - Safety Disconnect Switches	N Deduct\$
16235 – Standby Emergency Generator	Deduct\$
16471 - Panel Boards	Deduct\$
	GE in lieu of EATON -50,000
C	7 220/2010-06

16472 - Mini-Power Center	Deduct\$
16479- Surge Protective Device	Deduct\$
16500- Lighting	Deduct\$
16810 - Video Surveillance	Deduct\$ - 200,00
16910 - Instrumentation	Deduct\$ - 2000
16925 - Custom Control Panels	Deduct\$ - \$,000
16950 - Variable Frequency Drive Motor Controllers	Deduct\$
<pre>X16990 - Motor Control Centers - Low Voltage</pre>	Deduct\$

C6 BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.

C7 BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

C8 BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

C9 BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

C10 The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

C-8

IF BIDDER is:

1

An Individual	
By	(Seal)
By(Individual's Name)	all and a second se
doing business as	
(Business Address and Telephone Number)	
A Partnership	
By	(Seal)
By(Firm Name)	
(General Partner)	
(Business Address and Phone Number)	
A Corporation	
ByMERIT ELECTRICAL GROUP, INC.	(Seal)
(Corporation Name)	
Pennsylvania (space of Incorporation)	
(Name of Person Authorized to Sign and Title of	same)PRESIDENT
(Corporate Seal) Hauna Muchull Attest (Secretary) 204 Penneulvania Ave (allowed PA 15139	
204 Pennalluania Ave Oakmont PA 15139 (Business Address and Telephone Number)	
A Joint Venture	
By(Name)	
(Name)	
(Address)	
(Name)	

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a part to the joint venture should be in the manner indicated above.)

220/2010-06

C11 Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

C12 The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on March 7 20 1 .

(Execute the Bid Form on the following page)

Section D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Merit Electrical Group, Inc.

as Principal and Great American Insurance Company of 103 Gamma Drive, Suite 150, Pittsburgh , State of Pennsylvania , a corporation existing under the laws and the State of Ohio , and authorized to transact business in Pennsylvania , as Surety, are held and firmly bound unto Municipal Authority of the City of McKeesport (OWNER)

100 Atlantic Avenue, McKeesport, PA 15132

• • ¹, 3

(Address)

hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%). lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or Bid dated February 24 _____, 2011, for the 2010-06 Long Run Pump Station Improvements Electrical Construction

NOW THEREFORE, the condition of this Bond shall be such that if the Principal, upon due acceptance of said Proposal and award of the Contract to him by the Obligee, bonds with good and sufficient surety as may be required by the Contract Documents, and furnishes the Obligee proper evidence of effectiveness of insurance coverage, respectively, within the time, in the forms and in the amounts as appropriate, required by the Contract Documents, and enters into a Contract with the Obligee in accordance with the Contract Documents, then this Bond shall be void; otherwise, the Bond shall be and shall remain in full force and effect.

The Principal and Surety hereby stipulate and agree that if the Principal fails to perform all conditions of this Bond, they will pay the sum of the Bond to the Obligee as fixed, liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any extension.

It is the intention of the parties to be legally bound by this instrument.

220/2010-05, 06

IN WITNESS WHIREOF, the above bounded parties have executed this instrument under their several seals this 24th day of February , 2011 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

ATTEST: Yourabuchull

DATE February 24 , 2011

Merit Electrical Group, Inc. Name of Bidder, Corporation, Firm or Indrinidual

By ANDREW MICHIELLI PRESIDENT

(Title) 204 Pennsylvania Avenue

Oakmont, PA 15139 Business Address of Bidder

arbara A. Leeper, Wilhess

Great American Insurance Company

Surety Attorney-in-F Josephine M. Streyle

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

220/2010-05, 06

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET . CINCINNATI, OHIO 45202 . 513-369-5000 . FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than EIGHT

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON 155:

No. 0 19947

Divisional Scalar Vice President DAVID C. KITCHIN (513-412-4802)

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the Stote of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the suid Company on any such bond, undertaking or contract of suretyship executed under this inthority shall not exceed the limit stated below.

POWER OF ATTORNEY

	Name	Address	Limit of Power
BRIAN W. LONG	JOSEPHINE M STREYLE	ALL OF	ALL
BRIAN F. JEFFE	JAY BLACK	PITTSBURGH, PA	UNLIMITED
MICHAEL J. PETRASEK, SR.	MARGE FEDAK		
RICHARD L. ENDERS	BARBARA A. LEEPER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5TH day of NOVEMBER 2009 GREAT AMERICAN INSURANCE COMPANY Attest

On this 5TH day of NOVEMBER 2009 , before me personally appeared DAVID C, KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by



like authority.

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KAREN L. GROSHEIM IOTARY PUBLIC, STATE OF OHIO COMMISSION EXPIRES 02-20-11

24

day of

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surely, any and all bonds, undertakings and contracts of surelyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to only power of attorney or certificate of eliber given for the execution of any bond, undertaking, contract of suretyship, or other written ubligation in the nature thereof, such signature and seal when an used heling hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be wald and hinding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STBPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

PEBRUNUY

Signed and scaled this

Associated Secretory

2011.

Section J

AGREEMENT - CONTRACT NO. 2010-06

THIS AGREEMENT is dated as of the 2^{14} day of 1_{14} in the year of 20 [] by and between The Municipal Authority of the City of <u>McKeesport</u> hereinalter called OWNER and <u>Merit</u> Electrical Group, Inc. hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

J1 WORK

J1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Contract No. 2010-06 Long Run Pump Station Expansion Electrical

Construction

J2 CONTRACT TIME

J2.1 The Work will be completed within five Hundred forty (540) calendar days after the date when the Contract Time commences as provided in the General Conditions.

J2.2 Liquidated Damages OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not complete within the time specified in paragraph J2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Six Hundred Fifty Dollars (\$650.00) for each day that expires after the time specified in paragraph J2.1 for completion until the Work is substantially complete.

J3 CONTRACT PRICE

J3.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in the following lump sum amount:

One Million Sixty-Three Thousand Dollars \$ 00/100

(\$1,063,000.00)

220/2010-06

J4 PAYMENT PROCEDURES

J4.1 CONTRACTOR shall submit Applications for Payment in accordance with Section H of the Contract Documents.

J4.2 Progress Payments. OWNER shall make progress payments on the Contract Price on the basis of CONTRACTOR's Application for Payment. All payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the Contract Documents.

J4.3 Prior to 50% completion of the Work, progress payments will be in an amount equal to:

- 90% of the Work completed, and
- 100% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case, the aggregate of payments previously made.

J4.4 After the work is at least 50% complete, and subject to satisfactory progress and compliance with the provisions of the Contract Documents, the OWNER may, at its discretion, elect to reduce the retainage to an amount equal to 5% of the completed work value.

J4.5 <u>Final Payment</u>. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price not previously paid.

J5 INTEREST

J5.1 All moneys not paid when due hereunder shall bear interest at the rate defined in Paragraph H2.

J6 CONTRACTOR'S REPRESENTATIONS

J6.1 CONTRACTOR represents that he has familiarized himself with the nature and extent of the Contract Documents, Work, locale and with all local conditions; federal, state and other laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work; and, has made or caused to be made such examinations, investigations (including subsurface explorations) and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes, and that he shall be responsible to fully perform all work within the contract time and for the contract price(s) stated herein, regardless of the conditions actually encountered. All risks assumed hereunder have been included in the contract price.

J6.2 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

J7 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

Section	Identification	Page No.
J	Agreement	J-1 to J-4
Exhi	bits attached to this agreement	(if any)
K	Surety Bonds/Insurance Certificates	K-1 to K-7
E.	General Conditions	E-1 to E-27
F	Supplemental General Conditions	F-1 to F-28
G	Technical Specifications	01000-1 to 16990-1
FI	Measurement and Payment	H-1 to H-2
1	Standard Detail Drawings	I-1 to I-42
	Drawings 24" x 36" - Bound Separate:	ly from this Book
	(Are identified in Section 01010)	
L	Addenda	L-1 to L-25 (if any)
C	Contractor's Bid	C-1 to C-10
Chan	ge Orders duly issued with or after (the
effe	ctive date of this Agreement	(if any)

There are no Contract Documents other than those listed above in this Agreement, Section J. The Contract Documents may only be altered, modified, amended or repealed by appropriate execution of a Change Order.

J8 MISCELLANEOUS

J8.1 Terms used in this Agreement are defined in the General Conditions and shall have the meanings indicated in the General Conditions.

J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment

220/2010-06

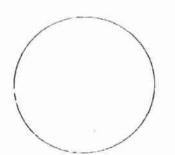
no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

J8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in Five (5) copies. One counterpart each has been delivered to OWNER and the CONTRACTOR. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on $\int \frac{1}{2\omega^{rr}} \frac{1}{2\omega^{rr}}$

OWNER



(CORPORATE SEAL)

(CORPORATE SEAL)

City of McKeesport

10 cm/1 ATTEST Title FYRIGING DRULL

Address for Giving Notice

Municipal Authority of the

100 Atlantic Avenue McKeesport, PA 15132

CONTRACTOR

Meri: Alectrical Group, Inc. **ANDREW MICHIELLI** by (PRESIDENT Yourana huch ATTEST Title recretary Address for Giving Notice

204 Pennsylvania Avenue

Oakmont, PA 15139

Section K

PAYMENT BOND

Bond No. 2043717

CONTRACT NO. 2010-06

KNOW ALL MEN BY THESE PRESENTS: that

Merit Electrical Group, Inc.

(Name of Contractor)							
204	Pennsylvania	Avenue,	Oakmont,	PA	15139		
(Address of Contractor)							
a Corporation				, hereinafter called			Principal,
(Corporation, Partnership, Individual)							
and Great American Insurance Company							
(Name of Surety)							
103 Gam	ma Drive, Suite 150, F	ittsburgh, PA	15238				

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto ______ Municipal Authority of the City of McKeesport

(Name of Owner)

100 Atlantic Avenue, McKeesport, PA 15132

(Address of Owner)

hereinafter called Owner, in the penal sum of <u>One Million Sixty Three</u> <u>Thousand & 00/100</u> Dollars (\$1,063,000,00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the $\frac{22\pi M}{2}$ day of $\frac{1}{22\pi M}$, $20 \frac{1}{2}$, a copy of which is hereto attached and made a part hereof for the construction of:

Contract No. 2010-06 Long Run Pump Station Expansion Electrical

Construction

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

K-1

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in <u>Five</u> (5) counterparts, each one of which shall be deemed an original, this the <u> 2^{3} </u> day of <u>Juc</u>, 20 //

	Merit Electrical Group, Inc.
204 Pennsylvania Avenue (Address) Oakmont, PA 15139	(Principal) by ATTEST (ATTEST) Journa Michielli (Principal) (Secretary) Laura Michielli
(Witness to Principal)	(SEAL)
(Address)	-
******	***************
	Great American Insurance Company (Surety)
103 Gamma Drive, Suite 150 (Address) Pittsburgh, PA 15238	(ATTEST)
	(SEAL) (SEAL) (Witness to Surety) Barbara A. Leeper
****	by: (Attorney in Fact) Josephine M Streyle 1010 Ohio River Boulevard (Address) Pittsburgh, PA 15202

NOTE: Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

the number of persons authorized by

the posser of attorney is not more than EIGHT

POWUR OF ALTORNEY

No. 0, 19947

KNOW ALL MEN BY THESE PRESENTS: That the GRUATAMERICAN INSURANCE COMPANY a corporation organized and existing under and by virtue of the faws of the State of Ohio, does hereby nominate constitute and appoint the person or person maned below, each individually if more than one is named, its true and fawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surely, any and all bonds indertakings and contracts of suretyships or other written obligations in the nature thereof, provided that the hability of the said Company on any such bondindertaking or contract of suretyship corrother this authority shall not exceed the finite stated below.

	Nanie	Address	Limit of Power
BRIAN W LONG	JOSEPHINE M STREYLE	ALL OF	ALL
BRIAN F JEFFE	JAY BLACK	PITTSBURGH, PENNSYLVANIA	UNLIMITED
MICHAEL J. PETRASEK, SR	MARGE FEDAK		
RICHARD L. ENDERS	BARBARA A LEEPER		

Hus Power of Attomety revokes all previous powers issued on behalf of the attorney (s)-in-fact named above IN WITNESS WHERFOL the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereinto affixed this 51H day of NOVEMBER 2009



GREAT AMERICAN USSLRAMUT COMPANY

sid C Hitchin

STALL OF OHIO COUNTY OF HAMILTON: 55

运营组织。 600,400,7677 2059)

On this 5TH day of NOVEMBER 2009 before me personally appeared DAVID C_KHUHN, to me anown being duly swort deposes and says that he resides in Circinnati. Onto that he is a Divisional Semon Vice President of the Bond Division of Great American Invirance Company, the Company described in and which excerted the above instrument, that he knows the seal of the said Company. that the seal affixed to the said instrument is such corporate seal, that it was so affixed by anthonity of his office under the By-E aws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES 02-20-18



This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by mammous written consent dated June 9, 2008.

RESOLVED—That the Divisional President, the several Divisional Senior (see Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalt of the Company as surely, inv and all bonds, undertakings and contracts of successful or other struten obligations in the nature thereof; to prescribe their respective dates and the respective limits of their authority, and to revoke any such appointment at any time.

RESOUVED (14RTHER). That the Company scal and the signature of any of the aforesaid officers and any Secretary of Assistant Secretary of the Company may be alpeed by knowned to any power of autorney or certificate of either given for the execution of any bond andertaking, commert of surveyship or other writen obligation in the nature thereor, such signature and seal when so used being hereby adopted by the Company as the original signature of such either and the original seal of the Company to be valid and building upon the Company with the some force and effect ar though manually affixed.

CERTIFICATION

L STEPHEN C BERALIA, Assistant Secretary of Great American Insurance Company; do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect

Signed and sealed this

day of

My C.B.

Section K

PERFORMANCE AND MAINTENANCE BOND

CONTRACT NO. 2010-06

Bond No. 2043717

KNOW ALL MEN BY THESE PRESENTS: that

Merit Electrical Group, Inc.

(Name of Contractor)				
204 Pennsylvania Avenue, Oakmont, PA	A 15139			
(Address of Cont	ractor)			
a Corporation , he	ereinafter called Principal,			
(Corporation, Partnership, Individual)				
and Great American Insurance Company				
(Name of Surety)				
103 Gamma Drive, Suite 150, Pittsburgh, PA 15238				
(Address of Surety)				

hereinafter called Surety, are held and firmly bound unto ______ Municipal Authority of the City of McKeesport

(Name of Owner)

100 Atlantic Avenue, McKeesport, PA 15132

(Address of Owner)

hereinafter called Owner, in the penal sum of <u>One Million Sixty Three</u> <u>Thousand 6 00/100</u> Dollars (\$1,063,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the $\frac{3\times 2}{2}$ day of $\frac{1}{2}$, 20 $\frac{11}{12}$, a copy of which is hereto attached and made a part hereof for the construction of:

Contract No. 2010-06 Long Run Pump Station Expansion Electrical

Construction

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall remedy in accordance with the terms of the Contract any defects which may develop during a period of eighteen (18) months from the date of completion of the work performed under said contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure

IN WITNESS WHEREOF, this in counterparts, each one of we the $\frac{2\sigma m}{2\sigma}$ day of $\frac{1}{2\sigma}$	strument is executed in <u>Five (5)</u> hich shall be deemed an original, this , 20()
204 Pennsylvania Avenue Address Oakmont, PA 15139	Merit Electrical Group, Inc. Principal ATTEST ATTEST Principal (Secretary) Louga Michielli
(Witness to Principal)	(SEAL)
(Address)	******
103 Gamma Drive, Suite 150 Address Pittsburgh, PA 15238	Great American Insurance Company Surety ATTEST 🙀 Surety (Secretary)
	(SEAL) (Witness to Surety) Barbara A Leeper
*****	*****************
1010 Ohio River Boulevard (Address) Pittsburgh, PA 15202	by: (Attorney in Fagt) Josephine M Streyle
North State (State) and the state of the s	

NOTE: Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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220/2010-06

K-8

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET . CINCINNATI, OHIO 45202 . 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than EIGHT

POWER OF ALLORNEY.

KNOW ALL MEN BY LHEST PRESENTS: that the GRUM AMERICAN INSURANCE COMPANY accorporation organized and existing order and by virtue of the laws of the State of Ohio, does berely nominate constitute and appoint the person or persons named below, each ndw ideally it more than one is named, its true and lawful altorney-in-fact, for it and in its name place and stead to execute on behalt of the said Company as surely any and alt bonds indertakings and contracts of surelyship, or other written obligations in the nature thereof, provided that the fiability of the said Company or any such bond undertaking or contracts of surelyship executed under this authority shall not exceed the hint stated below.

	Name	Address	1 int of Power
BRIAN W LONG	JOSEPHINE M STREYLE	ALL OF	ALL.
BRIAN F JEFFE	JAY BLACK	PITTSBURGH, PENNSYLVANIA	UNLIMITED
MICHAEL J. PETRASEK, SR	MARGE FEDAK		
RICHARD L ENDERS	BARBARA A LEEPER		

Hus Power of Attorney revokes all previous powers issued on behalf of the attorney (s)-in-fact named above
 IN WH NESS WIIPREOF the GREAT AMERICAN INSTRANCE COMPANY has caused these presents to be signed and attested by its appropriate
 officers and its corporate seat hereinno attixed this 5TH day of NOVEMBER 2009



GREAFAMERICAN INSLRANCE COMPANA

No. 0. 19947

id C Kitali

STATE OF OTRO COUNTY OF HAMILTON +88

DAVID C. REPORTS 57 2005

On this 5TH day of NOVEMBER 2009 before me personally appeared DAVID C_KITCHIN, to me snown being doly swom deposes and says that he resides in Circumati Olno, that he is a Divisional Senior Vice President of the Bond Division of Circumatical historical to inpany, the Company described in and which executed the above instruction. That he knows the add of the sand vompany that the seal attived to the sind instrument is such company, and that he senies and so this other we of the solid entry of his other we and to the solid entry of his other we add of the solid of the solid of the solid entry of his other we add of the solid entry of his other we add of the solid entry of his other we add to the solid entry of his other we add to the solid entry.



KAREN L. GROSHEIM NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES 02-20-16



This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Circai American Insurance Company by imanimous written consent dated June 9, 2008.

RENOLVELT. That the Divisional President, the several Divisional Senior Vice Presidents. Divisional Vice Presidents and Divisional Assistant Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surely, any and all bonds (undertakings and contracts of surelyship, or other written obligations in the nature thereofs to prescribe their respective duties and the respective linus of their authority, and to revoke any such appointment at any time.

RESOLVED FERTHERC. That the Company weal and the signature of any of the aforesaid officers and one vecteriars or Assistant Secretary of the Company may be adjived by facismile to any power of attorney or certificate of either given for the execution of any bond-makeriaking, contract of surveyship or other written obligation of the nature thereof, such signature and wale when so used being hereby adopted by the Company as the original signature of such other and the original seal of the Company to be valid and binding upon the Company with the same face and effect as though inclinally affixed.

CERTIFICATION

L STEPHEN C BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

My C.B_

_			CATE OF LI			ANCE	DATE (MR 6/27/2	2011
	IS CERTIFICATE IS ISSUED AS							11111
36	ERTIFICATE DOES NOT AFFIRI ELOW. THIS CERTIFICATE OF I EPRESENTATIVE OR PRODUCI	NSURANCE	DOES NOT CONSTITUTE	A CONTRACT BETW				
h	PORTANT: If the certificate hole terms and conditions of the p rtificate holder in lieu of such e	olicy, certai	n policies may require an					
-	NUCER	ngorsemen	u(a),	CONTACT Glennis	I Rozeck	CPCU, ACI		
ın	tington insurance, inc.			PHONE 412-6	67-6530	FAX (A/C, No):	877-4	89-912
-	Grant Street, 2nd Floor			PHONE (A/C, No, Ext): 412-6 E-MAIL ADDRESS: glennis PRODUCER ME	.rozeck@hu	intington.com		
	sburgh, PA 15219			PRODUCER CUSTOMER ID #: ME	RIELE	an a		
2.	-667-6500					AFFORDING COVERAGE		NAIC #
UA	NED Merit Electrical Group	lac		INSURER A : Atlanti				22586
	204 Pennsylvania Av					surance Compan		13692
	Oakmont, PA 15139				ern insurand	e Company of V		
				INSURER D :				
				INBURER E :				
v	ERAGES	CERTIFICA	TE NUMBER:	INSURER F :		REVISION NUMBER:		
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ND	DICATED NOTWITHSTANDING ANY	REQUIREMEN	NT, TERM OR CONDITION OF	ANY CONTRACT OR OTH	HER DOCUMEN	IT WITH RESPECT TO WHIC	CH THIS	
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T	TYPE OF INSURANCE	ADDL S	UBR	POLICY EFF	POLICY EXP	Limit	8	
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I	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (En occurrence)	s300,0	
ĺ	CLAIMS-MADE X OCCUP					MED EXP (Any one person)	\$10,00	ю
L	X PD Ded:500					PERSONAL & ADV INJURY	\$1,000	000,
L						GENERAL AGGREGATE	\$2,000	000,
Ļ	GEN'L AGGREGATE LIMIT APPLIES PER			0.0		PRODUCTS - COMP/OP AGG	\$2,000	,000,
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ŀ						BODILY INJURY (Per person)	\$	4
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Ļ	X RETENTION S 10000					Tana Ing ang ang ang ang ang ang ang ang ang a	8	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WCS8059603	04/15/2011	04/15/2012	X TORY LIMITS OTH-		
1	ANY PROPRIETOR/PARTNER/EXECUTIV OFFICER/MEMBER EXCLUDED?	N NA				E.L. EACH ACCIDENT	\$500,0	
L	(Mandatory In NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE		
ľ	DESCRIPTION OF OPERATIONS below					EL. DISEASE - POLICY LIMIT	\$300,0	00
	RIPTION OF OPERATIONS / LOCATIONS				is required)			
	tract No. 2010-06 Electrical			•				
	Itional Insured for General I	lability: K	LH Engineers, Inc. and	i the Municipal Auti	nority of the	City of		
Ň	eesport.	_						
R	TIFICATE HOLDER			CANCELLATION				
	Municipality Author	ity of the			DATE THEREO	SCRIBED POLICIES BE CA F, NOTICE WILL BE DELIVE 7 PROVISIONS.		D BEFO
	City of McKeesport							
	100 Atlantic Avenue Mc Keesport, PA 15			AUTHORIZED REPRESE				
	me newsperit i it			Robert Eld	-			

ROGL

#S544329/M513468

ISSUED TO: Galway Bay Corporation

MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT ALLEGHENY COUNTY, PENNSYLVANIA

)

CONTRACT DOCUMENTS FOR WEST SHORE PUMP STATION CONSTRUCTION

CONTRACT NO. 2010-03 GENERAL/MECHANICAL CONSTRUCTION

JANUARY 2011 RELEASE FOR BID



Ref. No. 220-35

Section C

)

)

BID FORM - CONTRACT NO. 2010-03

Project Identification:	West Shore Pump Station Construction
Contract Identification and Number:	General/Mechanical Construction Contract No. 2010-03
This Bid is Submitted to:	Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132

C1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

C2 BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

C3 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

Date of Issuance	Addenda Number
February 1, 2011	1
February 10, 2011	2
February 15, 2011	3
March 1, 2011	4

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the

C-1

work and has made such independent investigations as BIDDER deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

)

C3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, BIDDER has not directly or indirectly induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

C4 BIDDER will complete the Work under Contract No. 2010-03 for the following Lump Sum Price: Five Million Two Hundred

Lump Sum Contract Price Forty Thousand Dollars Zero Cents (Words) \$ 5,240,000 (Figures)

C5 BIDDER agrees that the lump sum prices above are predicated on furnishing the following major process equipment at the cost stated below.

Specification Item No.	Description	Name of Manufacturer	Cost of Base Bid Equipment
11310	Raw Wastewater Pumps	Yeomans Pump	340 000 00
11330	Mechanically Cleaned Bar Screen	Duperon Corp,	175,000,00
11331	S creenings Compactor/Washer	Duperon Corp.	50,000,00
14550	Screening Conveyor	Serpentex Conveyo Corporation	75 000 00

C6 BIDDER hereby offers deductions from the lump sum bid prices if the OWNER desires that alternate equipment be furnished by the respective manufacturers identified below (BIDDER may insert alternate manufacturers' names in any one or more of the spaces below):

.)

)

Specifica	tion Description	Name of Alternate Manufacturer and Associated Deduction from Bid Price
11310	Raw Wastewater Bar Screen	Deduct \$
11330	Mechnically Cleaned Bar Screen	Deduct \$
11331	Screenings Compactor/Washer	Deduct \$
14550	Conveyor	Deduct \$

C7 BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.

C8 BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

C9 BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

C10 BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

C11 The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

220/2010-03

C-3

C12 Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

C13 The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on March 7. 2011.

)

)

(Execute the Bid Form on the following page)

)	IF BIDDER is:
	An Individual
	By(Seal) (Seal)
	doing business as
	(Business Address and Telephone Number)
	A Partnership
	By(Seal) (Seal)
	(General Partner)
	(Business Address and Phone Number) A Corporation
	By Galway Bay Corporation (Seal)
	(Corporation Name) Pennsylvania
)	By ANN MARY
	(Name of Person Authorized to Sign and Title of same) Gregory R. Maynard President
	(Corporate Seal) Attest Jucker Clark
	Judy K. Clark(Secretary)10 Ainsley Lane, P.O. Box 320, Mount Braddock, PA 15465724-277-4282
	(Business Address and Telephone Number)

A Joint Venture

)

Ву		
	(Name)	
	(Address)	
	(Name)	
	(Address)	· · · · · · · · · · · · · · · · · · ·

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a part to the joint venture should be in the manner indicated above.)

C-5

-	(ALUNA)
(continued from p	previous page)
WWTP Expansion Combination No. 2	
Column A Combination of Contracts	Column B Reduction in the Amounts of the Lump Sums bid if Awarded the Combination indicated in Column A (In Figures)
 Contract 2010-01 Wastewater Treatment Plant Expansion General Mechanical Construction. 	\$ 382,000.00
 Contract 2010-03 West Shore Pump Station General Mechanical Construction. 	\$ 282,000 00
 Contract 2010-05 Long Run Pump Station Improvements General Mechanical Construction. 	\$ 1095,000.00
 Contract 2010-07 Ripple Road Pump Station General Mechanical Construction. 	\$ 243,000 ??
 Contract 2010-09 28th Avenue Pump Station Improvements General Mechanical Construction. 	\$ 220,000.00
 Contract 2010-11 Cliff Street Pump Station Improvements General Mechanical Construction. 	\$ 207000.00
Total	\$ 2,429,000.00
Construction.	\$ 2,429,000.00

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J

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220/2010-01

Section D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Galway Bay Corporation
/ U Ainsley Lane, Mount Braddock, PA 15465
as Principal and Liberty Mutual Insurance Company
of Boston , State of Massachusetts ,
a corporation existing under the laws and the State of
Massachusetts, and authorized to transact business in
Pennsylvania , as Surety, are held and firmly bound unto
Municipal Authority of the City of McKeesport
(OWNER)
100 Atlantic Avenue, McKeesport, PA 15132
(Address)
hereinafter called the Obligee, in the sum of (10%) Ten percent of
amount bid Dollars (\$).
lawful money of the United States of America, for payment of which
sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally,
firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Prin-
cipal has submitted the accompanying Proposal or Bid dated
March 7th , 2011 , for the Contract No's. 2010-01, 02, 03, 04, 05, 06,
07, 08, 09, 10, 11, 12, 13, 14, and 15
NOW THEREFORE, the condition of this Bond shall be such that if the
Principal, upon due acceptance of said Proposal and award of the
Contract to him by the Obligee, bonds with good and sufficient
surety as may be required by the Contract Documents, and furnishes
the Obligee proper evidence of effectiveness of insurance coverage,
respectively, within the time, in the forms and in the amounts as

respectively, within the time, in the forms and in the amounts as appropriate, required by the Contract Documents, and enters into a Contract with the Obligee in accordance with the Contract Documents, then this Bond shall be void; otherwise, the Bond shall be and shall remain in full force and effect.

The Principal and Surety hereby stipulate and agree that if the Principal fails to perform all conditions of this Bond, they will pay the sum of the Bond to the Obligee as fixed, liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any extension.

It is the intention of the parties to be legally bound by this instrument.

220/2010-01, 02

D-1



IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this <u>7th</u> day of <u>March</u>, 2011, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

ATTEST:

DATE March 7th , 20 11

WITNESS:

Judy

Judy K. Clark - Secretary

Galway Bay Corporation Name of Bidder, Corporation, Firm or Individual

Gregory R. Maynard - President

(Title) <u>10 Ainsley Lane, P O Box 320</u>

Mount Braddock, PA 15465 Business Address of Bidder

****** Patty Mandus, With

Liber nsuran Company Sure

Attorney-in-Fact. Kimberly L. Miles

IMPORTANT ~ Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Section J

AGREEMENT - CONTRACT NO. 2010-03

THIS AGREEMENT is dated as of the 22 day of $\overline{\text{MMC}}$ in the year of 20 $\underline{\text{M}}$ by and between The Municipal Authority of the City of McKeesport hereinafter called OWNER and <u>Galway Bay</u> Corporation hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

J1 WORK

J1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Contract No. 2010-03 West Shore Pump Station Construction

J2 CONTRACT TIME

J2.1 The Work will be completed within five Hundred forty (540) calendar days after the date when the Contract Time commences as provided in the General Conditions.

J2.2 Liquidated Damages OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not complete within the time specified in paragraph J2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Six Hundred Fifty Dollars (\$650.00) for each day that expires after the time specified in paragraph J2.1 for completion until the Work is substantially complete.

J3 CONTRACT PRICE

J.

J3.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in the following lump sum amount:

Four Million Nine Hundred Fifty Eight Thousand Dollars & 00/100

(\$4,958,000.00)

220/2010-03

J-1

J4 PAYMENT PROCEDURES

J4.1 CONTRACTOR shall submit Applications for Payment in accordance with Section H of the Contract Documents.

J4.2 Progress Payments. OWNER shall make progress payments on the Contract Price on the basis of CONTRACTOR's Application for Payment. All payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the Contract Documents.

J4.3 Prior to 50% completion of the Work, progress payments will be in an amount equal to:

- 90% of the Work completed, and
- 100% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case, the aggregate of payments previously made.

J4.4 After the work is at least 50% complete, and subject to satisfactory progress and compliance with the provisions of the Contract Documents, the OWNER may, at its discretion, elect to reduce the retainage to an amount equal to 5% of the completed work value.

J4.5 <u>Final Payment</u>. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price not previously paid.

J5 INTEREST

J5.1 All moneys not paid when due hereunder shall bear interest at the rate defined in Paragraph H2.

J6 CONTRACTOR'S REPRESENTATIONS

J6.1 CONTRACTOR represents that he has familiarized himself with the nature and extent of the Contract Documents, Work, locale and with all local conditions; federal, state and other laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work; and, has made or caused to be made such examinations, investigations (including subsurface explorations) and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract examinations, and no additional investigations, Documents; tests, reports or similar data are or will be required by CONTRACTOR for such purposes, and that he shall be responsible

J-2

to fully perform all work within the contract time and for the contract price(s) stated herein, regardless of the conditions actually encountered. All risks assumed hereunder have been included in the contract price.

J6.2 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

J7 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

Section	Identification	Page No.
J	Agreement	J-1 to J-4
Exhi	bits attached to this agreement	(if any)
К	Surety Bonds/Insurance Certificates	K-1 to K-7
E	General Conditions	E-1 to E-27
F	Supplemental General Conditions	F-1 to F-26
G	Technical Specifications	01000 to 16990
Н	Measurement and Payment	H-1 to H-2
I	Standard Detail Drawings	I-1 to I-40
	Drawings 24" x 36" - Bound Separatel	ly from this Book
	(Are identified in Section 01010)	
${\tt L}$	Addenda	L-l to L- <u>25</u> (if any)
С	Contractor's Bid	C-1 to C-15
Chan	ge Orders duly issued with or after t	the
effe	ctive date of this Agreement	(if any)

There are no Contract Documents other than those listed above in this Agreement, Section J. The Contract Documents may only be altered, modified, amended or repealed by appropriate execution of a Change Order.

J8 MISCELLANEOUS

J8.1 Terms used in this Agreement are defined in the General Conditions and shall have the meanings indicated in the General Conditions.

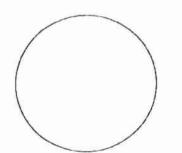
J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment

no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

J8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in <u>Five</u> (5) copies. One counterpart each has been delivered to OWNER and the CONTRACTOR. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR.

This	Agreement	will	be	effective	on		
20	•						



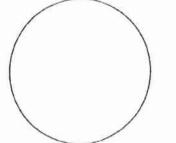
(CORPORATE SEAL)

OWNER Municipal Authority of the City of McKeesport

by			-
ATTESI Title	Ľ		
	The second s	There is not a second s	

Address for Giving Notice

100 Atlantic Avenue McKeesport, PA 15132



(CORPORATE SEAL)

CONTRACTOR

Galway Bay Corporation

by	 	
ATTEST Title	 	

Address for Giving Notice 10 Ainsley Lane

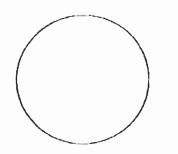
Mr. Braddock, PA 15465

no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

J8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in <u>Five (5)</u> copies. One counterpart each has been delivered to OWNER and the CONTRACTOR. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on JUNE 28



(CORPORATE SEAL)

(CORPORATE SEAL)

OWNER Municipal Authority of the City of McKeesport

ATTEST + te Bern Title

Address for Giving Notice

100 Atlantic Avenue McKeesport, PA 15132

CONTRACTOR

Galway Bay Corporation by Gregory R. Maynard - President ATTEST Title July K. Clark Secretary

Address for Giving Notice 10 Ainsley Lane Mt. Mr. Braddock, PA 15465

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Bond #014057608

Section K

PAYMENT BOND

CONTRACT NO. 2010-03

KNOW ALL MEN BY THESE PRESENTS: that

Galway Bay Corporation (Name of Contractor) 10 Ainsley Lane, Mt. Braddock, PA 15465 (Address of Contractor) ___, hereinafter called Principal, Corporation а (Corporation, Partnership, Individual) and Liberty Mutual Insurance Company (Name of Surety) 8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236 (Address of Surety) hereinafter called Surety, are held and firmly bound unto Municipal Authority of the City of McKeesport (Name of Owner) 100 Atlantic Avenue, McKeesport, PA 15132 (Address of Owner) hereinafter called Owner, in the penal sum of Four Million, Nine

Hundred Fifty-Eight Thousand & 00/100 Dollars (\$ 4,958,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 2.5 day of \cancel{MMC} , 20 \cancel{M} , a copy of which is hereto attached and made a part hereof for the construction of:

Contract No. 2010-03 West Shore Pump Station Construction

General/Mechanical Construction

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NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be deemed an original, this the 2% day of 3% da

	Galway Bay Corporation
10 Ainsley Lane (Address) Mt. Braddock, PA 15465 Associate R. Wright (Witness to Principal) Cassandra R. Wright 10 Ainsley Lane Mt. Braddock, PA 15465	Galway Bay Corporation (Principal) by Gregory R. Nayword, President (ATTEST) Quicky K. Clark (Principal) (Secretary) Judy K. Clark (SEAL)
(Address) ***********************************	<pre>************************************</pre>
(Address) Cincinnati, OH 45236	(ATTEST) (Surgty) (Secretary)
	(SEAL Miles
*****	by: (Attorney in Fact) Douglas P. Taylor One Hillgrest Drive East (Address) Charleston WV 25311

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220/2010-03

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NOTE: Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

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IMPORTANT: Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

2582238

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint KIMBERLY L. MILES, DOUGLAS P. TAYLOR, ANDREW K. TEETER, DONNA J. PRICE, JANIS K. PEACOCK, CHRISTOPHER A. MICHEL, PAMELA V. LANHAM, BRADLEY P. BOBERSKY, ALL OF THE CITY OF CHARLESTON, STATE OF WEST VIRGINIA.

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

bank deposit,

credit,

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ter

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the validity of this Power of Attorney call between 9:00 am and 4:30 pm EST on any business day. chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. I value guarantees. By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact: Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this ______ day of ______ June 2009 Not valid for mortgage, note, loar currency rate, interest LIBERTY MUTUAL INSURANCE COMPANY Bylannit Cil. W. Garnet W Elliott, Assistant Secretary COMMONWEALTH OF PENNSYLVANIA SS COUNTY OF MONTGOMERY On this <u>5th</u> day of <u>June</u>, <u>2009</u>, before me, a Notary Public, personally came <u>Garnet W. Elliott</u>, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation. To confirm the v 1-610-832-8240 IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. COMMONWEALTH OF PENNSYLVANIA Notes Find Torose Halders Softers Public Physical Days Marks news County My Powerks In Foreign March 28, 2013 eresa OF Teresa Pastella, Notary Public Moniter Pennsy Lette Assoc Mid Lef Node His ASVINE no CERTIFICATE I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company. This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

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

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

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David M Carey, Assistant Secretary

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Bond #014057608

Section K

PERFORMANCE AND MAINTENANCE BOND

CONTRACT NO. 2010-03

KNOW ALL MEN BY THESE PRESENTS: that

Galway Bay Corporation

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(Name of Contractor)
10 Ainsley Lane, Mt. Braddock, PA 15465
(Address of Contractor)
a Corporation, hereinafter called Principal,
(Corporation, Partnership, Individual)
and Liberty Mutual Insurance Company
(Name of Surety)
8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236
(Address of Surety)
hereinatter called Surety, are held and firmly bound unto
Municipal Authority of the City of McKeesport
(Name of Owner)
100 Atlantic Avenue, McKeesport, PA 15132
(Address of Owner)

hereinafter called Owner, in the penal sum of Four Million, Nine Hundred Fifty-Eight Thousand & 00/100 Dollars (\$4,958,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Printipal entered into a certain contract with the Owner, dated the 29 day of 5000, 2011, a copy of which is hereto attached and made a part hereof for the construction of:

Contract No. 2010-03 West Shore Pump Station Construction

General/Mechanical Construction

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the CWNER, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall remedy in accordance with the terms of the Contract any defects which may develop during a period of eighteen (18) months from the date of completion of the work performed under said contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. Whenever CONTRACTOR shall be declared by OWNER to be in default under the Contract, the Surety shall promptly remedy the default. If the OWNER terminates the Contract for such default, the following shall govern the liability of the CONTRACTOR and the Surety hereunder. In the event of such termination, the CONTRACTOR and Surety shall remain fully liable to the OWNER for the CONTRACTOR's failure to timely complete the Contract, any additional costs incurred by the OWNER in completing the Contract, and liquidated damages from the required completion date to the date of the actual completion of the work by the OWNER. In the event of such termination, the Surety may elect to take over and complete performance of the Contract by giving written notice to the OWNER of such election within seven (7) days of the OWNER's mailing of notice of termination to the Surety and actually commencing completion within fourteen (14) days of the OWNER's notice to the Surety, time being of the essence. The Surety shall fully complete the work by the originally scheduled date of completion and the CONTRACTOR and the Surety shall remain liable to the OWNER for all damages.

PROVIDED, **FURTHER**, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, any suit under this bond may be instituted until the expiration of two years from the date on which final payment under the Contract falls due or before the expiration of one year from the end of the maintenance and guarantee obligation under the Contract, which ever is later, notwithstanding any statute of limitations setting forth a shorter limitation period.

220/2010-03

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IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be deemed an original, this the $\frac{7}{2}$ day of $\frac{7}{3}$, $\frac{20}{1}$.

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	Galway Bay Corporation
	Principal
10 Ainsley Lane	by MAMer
Address	Gregory R. Maynerd, President
Mt. Braddock, PA 15465	ATTEST
	Judy K. Clark
) I PinCille	Principal (Secretary) Judy K. Clark
assaudia A. Might	
(Witness to Principal) Cassandra R. Wright	(SEAL)
10 Ainsley Lane	
Mt. Braddock, PA 15465 (Address)	
(Address)	
******	*********
	Liberty Mutual Insurance Company
	Surety
8044 Montgomery Road, Suite 150E	
Address	ATTEST
Cincinnati, OH 45236	
	Surety (Secretary)
	(SEAL mhat the hours
	(Witness to Surety)
	Kimberly L. Miles
*****	****
	/
	by: CILDE
	by: CAttorney in Facts
One Hillcrest Drive East	by: (Attorney in Fact) Douglas P. Taylor
One Hillcrest Drive East	(Attorney in Fact)

NOTE: Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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ey call EST on any business day

Fo confirm the validity of this Power of Attorney 1-610-832-8240 between 9:00 am and 4:30 pm ES

day of

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY BOSTON, MASSACHUSETTS POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint KIMBERLY L. MILES, DOUGLAS P. TAYLOR, ANDREW K. TEETER, DONNA J. PRICE, JANIS K. PEACOCK, CHRISTOPHER A. MICHEL, PAMELA V. LANHAM, BRADLEY P. BOBERSKY, ALL OF THE CITY OF CHARLESTON, STATE OF WEST VIRGINIA.

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as If they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

SS

I value guarantees. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 5th day of June 2009

LIBERTY MUTUAL INSURANCE COMPANY

mant W. cu By(

W. Elliott, Assistant Secretary Garnet

crea

esa Pastella, Notary Public

On this 5th day of June 2009 , before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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

CERTIFICATE

COMMONWEALTH OF PENNSYLVANIA

Consveries .

COUNTY OF MONTGOMERY

credit, bank deposit,

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loar

mortgage, note,

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Not valid

currency rate, interest rate or resi

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _

COMMONWEALTH OF PENNSYLVANIA Normal Sidel Torma Battella, Sidhay Public Byrnolth Twp: Minek Istery County My Commission Bapros Mineh 28, 2013

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lan. Fand By

David M. Carey, Assistant Secretary

CERTIFICATE OF INSURANCE

This Certificate shall be required to be properly completed by the Contractor and his Insurance Agent at the time that the construction contract is executed. It is informational and does not amend, extend or alter the coverage afforded by the policies listed below.

Name and Address of Insurance Agency		COMPANIES AFFORDING COVERAGES					
			Company Letter	A			
Name and	a Address of Insured Contractor		Company Letter	в			
Name(s) c	of Additionally Insured Party		Company	С			
KLII	Engineers, Inc cipal Authority of the City of N	AcKeesnort	Company	D			
This is to	certify that policies of Insurance lise afforded by the policies is subject	ited below have been issued t				ce at this time	and that the
Company		Policy Number	P	olicy tion Date		bility in Thousa Each	ands (000) Aggregate
	General Llability Comprehensive Form Premise-Operations Explosion and Collapse Hazard Underground Hazard Products/Completed				Bodily Injury Property Damage	\$	\$
	Operation Hazard Contractual Insurance Broad Form Property Damage Independent Contractors			-1	Bodily Injury and Property Damage Combined Personal Injury	\$	\$
	Personal Injury Automotive Liability Comprehensive Form Owned Hired Non-Owned				Bodily Injury (Each Person) Bodily Injury (Each Person) Property Damage	\$ \$ \$	
	Excess Liability D Umbrella Form Other than Umbrella Form				Bodily Injury and Property Damage Combined	\$	
	□ Workers' Compensation and Employers' Liability				Statutory		
	💭 Builder's Risk						
	C Other						
	rage issued in the above listed poli tice has been given to the named					at least len (10) days prior
West Sho	ion Contract Identification ore Pump Station Construction No. 2010-03 General/Mechanical	Name and Address of Ow Holder Municipal Authority of the C 100 Atlantic Avenue McKeesport, PA 15132			Date this certificate Issuing Agency:		
					(Signature of A	sumonzed Rep	HISORIAUVE)

THIS FORM CANNOT BE SUBSTITUTED.