



CERTIFICATE OF LIABILITY INSURANCE

MA070821000

DATE (MM/DD/YYYY)
6/7/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Commercial Lines - (304) 598-5678	CONTACT NAME: Denise A Deem	
	Wells Fargo Insurance Services of West Virginia Inc.	PHONE (AC, No, Ext): 304-598-8091	FAX (AC, No): 866-972-2565
	1075 Van Voorhis Road, Suite 200	E-MAIL ADDRESS: denise.deem@wellsfargo.com	
	Morgantown, WV 26505-3403	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	Municipal Authority of the City of McKeesport	INSURER A: Westfield Insurance Company	24112
	100 Atlantic Avenue	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
	McKeesport PA 15132		

COVERAGES **CERTIFICATE NUMBER: 2843863** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	POLICY PROJECT LOC					\$
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				WC STATUTORY LIMITS OTH ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A				E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$
A	OCP-McKeesport			06/06/2011	06/06/2012	\$2,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contractor -- Galway Bay Corporation
Contracts #2010-01; 2010-03; 2010-05; 2010-07; 2010-09 and 2010-11

CERTIFICATE HOLDER	CANCELLATION
Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport PA 15132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INSURANCE
(Single Permit 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):

JRC (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.

JRC (producer's initials) Contractual liability

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

JRC (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(-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.

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: 6/6/11

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OneDrive

Sites

Grant, Keeley ▾



Search everything



USER PROFILE

gs, Steffany
Assistant
ation-Library

083
ia

ings@cozen.com

215-701-2223

sion 12083

ess Unlisted

e Unlisted

24

2978

[Harris, Adria .](#) - (Supervisor of Library Services)

[ormation](#)

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: info@klhengineers.com
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
<u>February 1, 2011</u>	<u>1</u>
<u>February 10, 2011</u>	<u>2</u>
<u>February 15, 2011</u>	<u>3</u>
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. 2010-10 for the following Lump Sum Price:

Lump Sum Contract Price	<u>Six Hundred Fifteen Thousand Dollars</u> (Words)
	<u>\$ 615,000.00</u> (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\$ <u>NA</u>
16180 - Safety Disconnect Switches	Deduct\$ <u>NA</u>
16235 - Standby Emergency Generator	Deduct\$ <u>NA</u>
16471 - Panel Boards	Deduct\$ <u>NA</u>
16479- Surge Protective Device	Deduct\$ <u>NA</u>
16500- Lighting	Deduct\$ <u>NA</u>
16810 - Video Surveillance	Deduct\$ <u>NA</u>
16910 - Instrumentation	Deduct\$ <u>NA</u>
16925 - Custom Control Panels	Deduct\$ <u>NA</u>
16950 - Variable Frequency Drive Motor Controllers	Deduct\$ <u>NA</u>
16990 - Motor Control Centers - Low Voltage	Deduct\$ <u>NA</u>

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 Individual

By _____ (Seal)
(Individual's Name)
doing business as _____
(Business Address and Telephone Number)

A Partnership

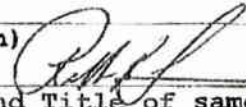
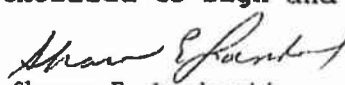
By _____ (Seal)
(Firm Name)

(General Partner)

(Business Address and Phone Number)

A Corporation

By Lanco Electric, Inc. (Seal)
(Corporation Name)

Pennsylvania
(State of Incorporation)
By Robert K. Landowski, V.P. 
(Name of Person Authorized to Sign and Title of same)
(Corporate Seal) 
Attest Sharon E. Landowski
(Secretary)

300 Canal Street, Leechburg, PA 15656-1350 Ph: 724-845-8146
(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.)

Section D

BID BOND

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

as Principal and Fidelity and Deposit Company of Maryland
of P.O. Box 1884, Pittsburgh, State of Pennsylvania,
a corporation existing under the laws and the State of Maryland
Pennsylvania, and authorized to transact business in
Municipal Authority of the City of McKeesport

(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 Prin-
cipal has submitted the accompanying Proposal or Bid dated
March 7, 2011, for the 28th Avenue Pump Station Improvements
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.

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: DATE March 7, 2011

WITNESS: Lanco Electric, Inc.
Name of Bidder, Corporation, Firm or Individual
By Robert K. Landowski
Vice President
(Title)
300 Canal Street
Leechburg, PA 15658
Business Address of Bidder

Sharon E. Landowski

ATTEST: Barbara A. Leeper, Witness

Fidelity and Deposit Company of Maryland
Surety
Josephine M. Streyle
Attorney-in-Fact

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.

**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. LEEPER, all of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver of and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and completely, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney is made and 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



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

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 depose 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.



Maria D. Adamski

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, undertakings, 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

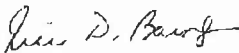
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 7th day of MARCH, 2011


Assistant Secretary

Section J

AGREEMENT - CONTRACT NO. 2010-10

THIS AGREEMENT is dated as of the 20 day of July in the year of 2011 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 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:

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 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

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
	Exhibits 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 to 16990
H	Measurement and Payment	H-1 to H-2
I	Standard Detail Drawings	I-1 to I-16
	Drawings 24" x 36" - Bound Separately 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-9
	Change Orders duly issued with or after the effective 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.

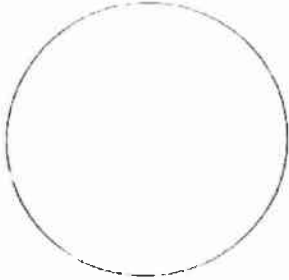
J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned 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 July 20
20 11 .



(CORPORATE SEAL)

OWNER

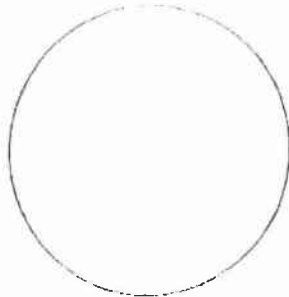
Municipal Authority of the
City of McKeesport

by [Signature]

ATTEST [Signature]
Title [Signature]

Address for Giving Notice

100 Atlantic Avenue
McKeesport, PA 15132



(CORPORATE SEAL)

CONTRACTOR

Lanco Electric

by [Signature]

ATTEST [Signature]
Title Vice President

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 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 Six Hundred Fifteen 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 2nd day of July, 2011, 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 Five (5) counterparts, each one of which shall be deemed an original, this the 20 day of July, 2011.

300 Canal Street
(Address)
Leechburg, PA 15656

(Witness to Principal)

(Address)

Lanco Electric, Inc.
(Principal)
by

(ATTEST)

(Principal) (Secretary)

(SEAL)

P.O. Box 1884
(Address)
Pittsburgh, PA 15230

Fidelity and Deposit Company of Maryland
(Surety)

(ATTEST)

(Surety) (Secretary)

(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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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, do 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. LEEPER, all of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of 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



Gregory E. Murray

By: *William J. Mills* Vice President
Gregory E. Murray Assistant Secretary

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 deposed 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.



Maria D. Adamski

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, undertakings, 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 _____, _____.



Assistant Secretary

Section K

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 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 Six Hundred Fifteen 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 20 day of July, 2011, 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 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.

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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 20 day of July, 2011.

300 Canal Street
Address
Leechburg, PA 15656


(Witness to Principal)

(Address)

Lanco Electric, Inc.
Principal
by 

ATTEST

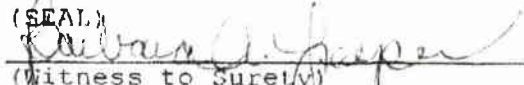
Principal (Secretary)

(SEAL)


P.O. Box 1884
Address
Pittsburgh, PA 15230

Fidelity and Deposit Company of Maryland
Surety

ATTEST
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 as amended) and be authorized to transact business in the state where the project is located.

**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. LEEPER, all of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of 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



Gregory E. Murray

By: *William J. Mills* Vice President
Gregory E. Murray Assistant Secretary

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 deposed 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.



Maria D. Adamski

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, undertakings, 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 _____.



Assistant Secretary

CERTIFICATE OF INSURANCE

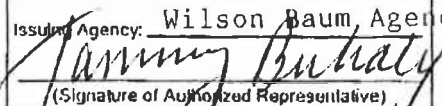
This Certificate shall be required to be properly completed by the Contractor and his Insurance Agent at the time that the construction contract is executed. It is informational and does not amend, extend or alter the coverage afforded by the policies listed below.

Name and Address of Insurance Agency Wilson Baum Agency, Inc. 314 Long Run Road McKeesport, PA 15132	COMPANIES AFFORDING COVERAGES	
	Company Letter	A Harleysville Insurance Co.
	Company Letter	B Ohio Casualty
	Company Letter	C Victor O. Schinnerere & Co.
Name and Address of Insured Contractor Lanco Electric, Inc. 300 Canal Street Leechburg, PA 15656	Company Letter	D
Name(s) of Additionally Insured Party KLH Engineers, Inc. Municipal Authority of the City of McKeesport		

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time and that the insurance afforded by the policies is subject to all the terms, exclusions and conditions of such policies

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability in Thousands (000)		
					Each Occurrence	Aggregate
A	General Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premise-Operations <input checked="" type="checkbox"/> Explosion and Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operation Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	MPA 85543C	9-01-11	Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury and Property Damage Combined	\$ 1M	2M
				Personal Injury	1M	\$
A	Automotive Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned	BA 85820C	9-01-11	Bodily Injury (Each Person)	\$ 1M	[REDACTED]
				Bodily Injury (Each Person)	\$	
				Property Damage	\$ 1M	
A	Excess Liability <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	BEC 90874C	9-01-11	Bodily Injury and Property Damage Combined	\$ 6M	6M
A	Workers' Compensation and Employers' Liability <input checked="" type="checkbox"/>	WC 85130C	9-01-11	Statutory	[REDACTED]	500/500/500
B	<input checked="" type="checkbox"/> Builder's Risk	BMO 53021801	10-22-11			
C	<input checked="" type="checkbox"/> Other E & O	CPB11-411-02-76	12-01-11		1,000,000	

The coverage issued in the above listed policies will not be cancelled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to the named owner and certificate holder at the address listed below.

Construction Contract Identification Twenty Eighth Avenue Pump Station Improvement Contract No 2010-10 Electrical	Name and Address of Owner and Certificate Holder Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132	Date this certificate issued <u>6-29-11</u> Issuing Agency: <u>Wilson Baum Agency</u>  (Signature of Authorized Representative)
---	--	---

THIS FORM CANNOT BE SUBSTITUTED

ISSUED TO: Lanco Electric

**MUNICIPAL AUTHORITY
OF THE CITY OF MCKEESPORT
ALLEGHENY COUNTY, PENNSYLVANIA**

**CONTRACT DOCUMENTS FOR
RIPPLE ROAD PUMP STATION CONSTRUCTION**

**CONTRACT NO. 2010-08
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: info@klhengineers.com
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):

<u>Date of Issuance</u>	<u>Addenda Number</u>
<u>February 1, 2011</u>	<u>1</u>
<u>February 10, 2011</u>	<u>2</u>
<u>February 15, 2011</u>	<u>3</u>
<u>March 1, 2011</u>	<u>4</u>

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. 2010-08 for the following Lump Sum Price:

Lump Sum Contract Price	<u>Four Hundred Sixty-Five Thousand Dollars</u>
	(Words)
	<u>\$ 465,000.00</u>
	(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\$ <u>NA</u>
16180 - Safety Disconnect Switches	Deduct\$ <u>NA</u>
16235 - Standby Emergency Generator	Deduct\$ <u>NA</u>
16471 - Panel Boards	Deduct\$ <u>NA</u>
16479- Surge Protective Device	Deduct\$ <u>NA</u>
16500- Lighting	Deduct\$ <u>NA</u>
16810 - Video Surveillance	Deduct\$ <u>NA</u>
16910 - Instrumentation	Deduct\$ <u>NA</u>
16925 - Custom Control Panels	Deduct\$ <u>NA</u>
16950 - Variable Frequency Drive Motor Controllers	Deduct\$ <u>NA</u>
16990 - Motor Control Centers - Low Voltage	Deduct\$ <u>NA</u>

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)

IF BIDDER is:

An Individual

By _____ (Seal)
(Individual's Name)
doing business as _____

(Business Address and Telephone Number)

A Partnership

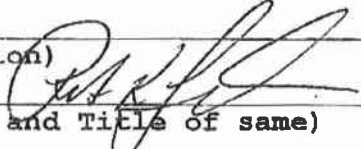

By _____ (Seal)
(Firm Name)

(General Partner)

(Business Address and Phone Number)

A Corporation

By _____ Lanco Electric, Inc. (Seal)
(Corporation Name)

Pennsylvania
(State of Incorporation)
By _____ Robert K. Landowski, V.P. 
(Name of Person Authorized to Sign and Title of same)
(Corporate Seal) 
Attest _____ Sharon E. Landowski
(Secretary)

300 Canal Street, Leechburg, PA 15656-1350 Ph: 724-845-8146
(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.)

Section D

BID BOND

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

as Principal and Fidelity and Deposit Company of Maryland
of P.O. Box 1884, Pittsburgh, State of Pittsburgh,
a corporation existing under the laws and the State of Maryland
Pennsylvania, and authorized to transact business in
Municipal Authority of the City of McKeesport

(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 Prin-
cipal 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.

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: DATE March 7, 2011

WITNESS: Lanco Electric, Inc.
Name of Bidder, Corporation, Firm or Individual
By [Signature]
Robert K. Landowski
Vice President
(Title)
300 Canal Street
Leechburg, PA 15656
Business Address of Bidder

[Signature]
Sharon E. Landowski

ATTEST: [Signature]
Barbara A. Leeper, Witness

Fidelity and Deposit Company of Maryland
Surety
[Signature]
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.

**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. LEEPER**, all of Pittsburgh, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver to, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney makes 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



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

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 depose 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.



Maria D. Adamski

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, undertakings, 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

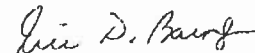
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 7TH day of MARCH, 2011.



Assistant Secretary

Section J

AGREEMENT - CONTRACT NO. 2010-08

THIS AGREEMENT is dated as of the 20 day of July in the year of 2010 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. 2010-08 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 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:

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
- 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

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
	Exhibits 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
H	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)	
L	Addenda	L-1 to L-25 (if any)
C	Contractor's Bid	C-1 to C-9
	Change Orders duly issued with or after the effective 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.

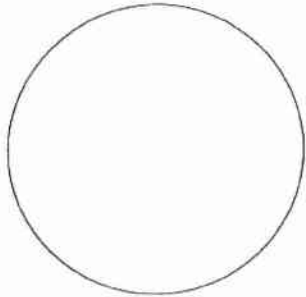
J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned 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 July 20
20 11.



(CORPORATE SEAL)

OWNER

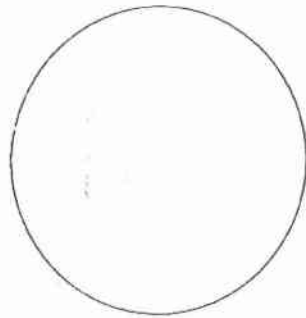
Municipal Authority of the
City of McKeesport

by [Signature]

ATTEST [Signature]
Title Finance Director

Address for Giving Notice

100 Atlantic Avenue
McKeesport, PA 15132



(CORPORATE SEAL)

CONTRACTOR

Lanco Electric

by [Signature]

ATTEST [Signature]
Title Vice President

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, 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 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 20 day of July, 2011.

300 Canal Street
(Address)
Leechburg, PA 15656


(Witness to Principal)

(Address)

Lanco Electric, Inc.
(Principal)
by 

(ATTEST)

(Principal) (Secretary)

(SEAL)

P.O. Box 1884
(Address)
Pittsburgh, PA 15230

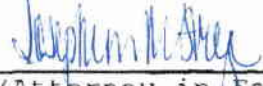
Fidelity and Deposit Company of Maryland
(Surety)

(ATTEST)

(Surety) (Secretary)

(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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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. LEEPER, all of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, of, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings** in pursuance of these presents, shall be as binding upon said Company, as fully and apply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney is made 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



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

William J. Mills

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 depose 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.



Maria D. Adamski

Maria D. Adamski

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, undertakings, 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

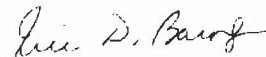
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 _____, _____.



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 Five (5) counterparts, each one of which shall be deemed an original, this the 20 day of July, 2011.

300 Canal Street
Address
Leechburg, PA 15656

Lanco Electric Inc.
Principal
by [Signature]

ATTEST
[Signature]
Principal (Secretary)

[Signature]
(Witness to Principal)

(SEAL)

(Address)

P.O. Box 1884
Address
Pittsburgh, PA 15230

Fidelity and Deposit Company of Maryland
Surety

ATTEST
[Signature]
Surety (Secretary)

(SEAL)
[Signature]
(Witness to Surety)
Barbara A. Leeper

1010 Ohio River Boulevard
(Address)
Pittsburgh, PA 15202

by: [Signature]
(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 as amended) and be authorized to transact business in the state where the project is located.

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Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by 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. LEEPER, all of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, of, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney makes 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



Gregory E. Murray

Gregory E. Murray Assistant Secretary

By:

William J. Mills

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 deposed 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.



Maria D. Adamski

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, undertakings, 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

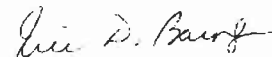
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 _____, _____.



Assistant Secretary

CERTIFICATE OF INSURANCE

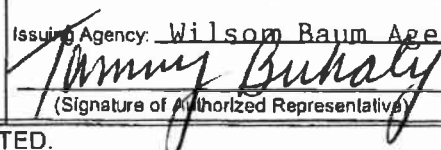
This Certificate shall be required to be properly completed by the Contractor and his Insurance Agent at the time that the construction contract is executed. It is informational and does not amend, extend or alter the coverage afforded by the policies listed below.

Name and Address of Insurance Agency Wilson Baum Agency, Inc. 314 Long Run Road McKeesport, PA 15132	COMPANIES AFFORDING COVERAGES	
Name and Address of Insured Contractor Lanco Electric, Inc. 300 Canal Street Leechburg, PA 15656 Name(s) of Additionally Insured Party KLH Engineers, Inc. Municipal Authority of the City of McKeesport	Company Letter A	Harleysville Insurance Co.
	Company Letter B	Ohio Casualty
	Company Letter C	Victor O. Schinnerer
	Company Letter D	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time and that the insurance afforded by the policies is subject to all the terms, exclusions and conditions of such policies.

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability in Thousands (000)		
					Each Occurrence	Aggregate
A	General Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premise-Operations <input checked="" type="checkbox"/> Explosion and Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operation Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	MPA 85543C	9-01-11	Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury and Property Damage Combined	\$ 1M	2M
A	Automotive Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned	BA 85820C	9-01-11	Bodily Injury (Each Person)	\$ 1M	
				Bodily Injury (Each Person)	\$	
				Property Damage	\$ 1M	
A	Excess Liability <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	BEC 90874C	9-01-11	Bodily Injury and Property Damage Combined	\$ 6M	6M
A	<input checked="" type="checkbox"/> Workers' Compensation and Employers' Liability	WC 85130C	9-01-11	Statutory		500/500/500
B	<input checked="" type="checkbox"/> Builder's Risk	BMO 53021901	10-22-11			
C	<input checked="" type="checkbox"/> Other E & O	CPB11-411-02-76	12-01-11		1,000,000	

The coverage issued in the above listed policies will not be cancelled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to the named owner and certificate holder at the address listed below.

Construction Contract Identification Ripple Road Pump Station Construction Contract No. 2010-08 Electrical	Name and Address of Owner and Certificate Holder Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132	Date this certificate Issued: <u>6-29-11</u> Issuing Agency: <u>Wilson Baum Agency</u>  (Signature of Authorized Representative)
--	--	--

THIS FORM CANNOT BE SUBSTITUTED.

ISSUED TO: Galway Bay Corporation

**MUNICIPAL AUTHORITY
OF THE CITY OF MCKEESPORT
ALLEGHENY COUNTY, PENNSYLVANIA**

**CONTRACT DOCUMENTS FOR
RIPPLE ROAD PUMP STATION CONSTRUCTION**

**CONTRACT NO. 2010-07
GENERAL/MECHANICAL 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: info@klhengineers.com
Ref. No. 220-35

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
<u>February 1, 2011</u>	<u>1</u>
<u>February 10, 2011</u>	<u>2</u>
<u>February 15, 2011</u>	<u>3</u>
<u>March 1, 2011</u>	<u>4</u>

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
(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	Wilo-EMU Pump	<i>130,000.00</i>
11550	Submersible Sewage Grinder	JWC Environmental	<i>70,000.00</i>

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)

Galway

(continued from 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.	\$ <u>382,000.00</u>
• Contract 2010-03 West Shore Pump Station General Mechanical Construction.	\$ <u>282,000.00</u>
• Contract 2010-05 Long Run Pump Station Improvements General Mechanical Construction.	\$ <u>1,095,000.00</u>
• Contract 2010-07 Ripple Road Pump Station General Mechanical Construction.	\$ <u>243,000.00</u>
• Contract 2010-09 28 th Avenue Pump Station Improvements General Mechanical Construction.	\$ <u>220,000.00</u>
• Contract 2010-11 Cliff Street Pump Station Improvements General Mechanical Construction.	\$ <u>207,000.00</u>
Total	\$ <u>2,429,000.00</u>

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:

DATE March 7th, 2011

WITNESS:

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

Judy K. Clark

Judy K. Clark - Secretary

By [Signature]

Gregory R. Maynard - President
(Title)

10 Ainsley Lane, P O Box 320

Mount Braddock, PA 15465
Business Address of Bidder

ATTEST:

[Signature]
Patty Mangus, Witness

Liberty Mutual Insurance Company
Surety

[Signature]
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 28 day of JUNE in 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. 2010-07 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 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 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 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

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
	Exhibits 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
H	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)	
L	Addenda	L-1 to L-25 (if any)
C	Contractor's Bid	C-1 to C-9
	Change Orders duly issued with or after the effective 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.

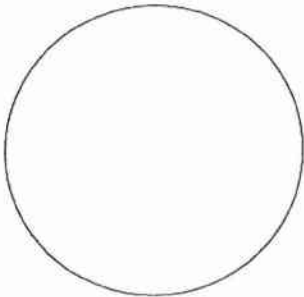
J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned 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

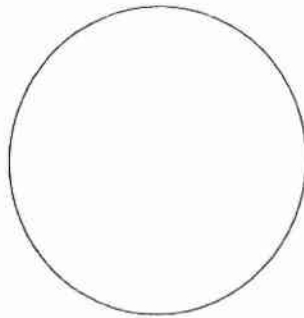
by _____

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

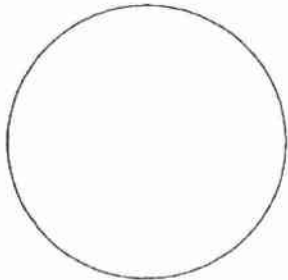
10 Ainsley Lane
Mt. Braddock, PA 15465

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 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 JUNE 28
20 11.



(CORPORATE SEAL)

OWNER

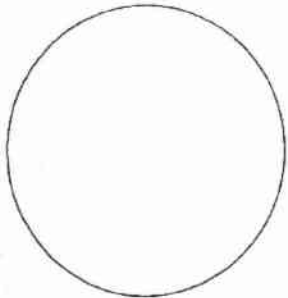
Municipal Authority of the
City of McKeesport

by [Signature]

ATTEST [Signature]
Title Secretary

Address for Giving Notice

100 Atlantic Avenue
McKeesport, PA 15132



(CORPORATE SEAL)

CONTRACTOR

Galway Bay Corporation

by [Signature]
Gregory R. Maynard - President

ATTEST [Signature]
Title Judy K. Clark - Secretary

Address for Giving Notice

10 Ainsley Lane
Mt. Braddock, PA 15465

Section K

PAYMENT BOND

CONTRACT NO. 2010-07

KNOW ALL MEN BY THESE PRESENTS: that

Galway Bay Corporation

(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 28 day of JUNE, 2011, 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 28 day of JUNE, 2011.

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

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

Galway Bay Corporation
(Principal)
by [Signature]
Gregory R. Maynard, President
(ATTEST)
Judy K. Clark
(Principal) (Secretary)
Judy K. Clark
(SEAL)

8044 Montgomery Road, Suite 150E
(Address)
Cincinnati, OH 45236

Liberty Mutual Insurance Company
(Surety)
(ATTEST)
(Surety) (Secretary)
(SEAL) [Signature]
(Witness to Surety)
Kimberly L. Miles

by: [Signature]
(Attorney in Fact) Douglas P. Taylor
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.

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 behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*****) each, and the 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.

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 5th day of June 2009.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY



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, 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
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 26, 2013
Member: Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

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 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 _____ day of _____



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or resir value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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Section K

PERFORMANCE AND MAINTENANCE BOND

CONTRACT NO. 2010-07, 08

KNOW ALL MEN BY THESE PRESENTS: that

Galway Bay Corporation

(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 28 day of JUNE, 2011, 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 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 Five (5) counterparts, each one of which shall be deemed an original, this the 28 day of JUNE, 2011.

10 Ainsley Lane
Address
Mt. Braddock, PA 15465

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

Galway Bay Corporation
Principal
by [Signature]
Gregory R. Maynard, President

ATTEST
Judy K. Clark
Principal (Secretary)
Judy K. Clark

(SEAL)

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

Liberty Mutual Insurance Company
Surety

ATTEST
Surety (Secretary)

(SEAL) [Signature]
(Witness to Surety)
Kimberly L. Miles

One Hillcrest Drive East
(Address)
Charleston WV 25311

by: [Signature]
(Attorney in Fact)
Douglas P. Taylor

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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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 behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY FIVE MILLION AND 00/100******* DOLLARS (\$ **25,000,000.00*******) each, and the 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.

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 5th day of June, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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, 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
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

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 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 _____ day of _____



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or resit value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATE OF INSURANCE

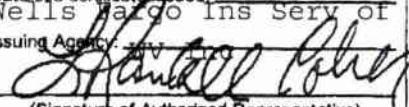
This Certificate shall be required to be properly completed by the Contractor and his Insurance Agent at the time that the construction contract is executed. It is informational and does not amend, extend or alter the coverage afforded by the policies listed below.

Name and Address of Insurance Agency Wells Fargo Ins Serv of WV Inc 1075 VanVoorhis Road Suite 200 Morgantown WV 26505	COMPANIES AFFORDING COVERAGES
Name and Address of Insured Contractor Galway Bay Corporation PO Box 320 Mt Braddock PA 15464-0260	Company Letter A Westfield Insurance Co
Name(s) of Additionally Insured Party KLH Engineers, Inc. Municipal Authority of the City of McKeesport	Company Letter B Travelers Prop Cas Co
	Company Letter C
	Company Letter D

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time and that the insurance afforded by the policies is subject to all the terms, exclusions and conditions of such policies.

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability In Thousands (000)		
					Each Occurrence	Aggregate
A	General Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premise-Operations <input checked="" type="checkbox"/> Explosion and Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operation Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	CMM3928866	03/07/12	Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury and Property Damage Combined	\$ 1,000	2,000
				Personal Injury		\$
A	Automotive Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned	CMM3928866	03/07/12	Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Person)	\$	
				Property Damage	\$	
				CSL	1,000	
A	Excess Liability <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	CMM3928866	03/07/12	Bodily Injury and Property Damage Combined	\$ 10,000	
A	Workers' Compensation and Employers' Liability <input checked="" type="checkbox"/>	WCP1997666	03/07/12	Statutory		500 EL
B	Builder's Risk <input checked="" type="checkbox"/>	QT6600162R854 TIL11	06/05/13	\$1,333,000 Project		
	Other <input checked="" type="checkbox"/>			Forms Attached		

The coverage issued in the above listed policies will not be cancelled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to the named owner and certificate holder at the address listed below.

Construction Contract Identification Ripple Road Pump Station Construction Contract No. 2010-07 General/Mechanical	Name and Address of Owner and Certificate Holder Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132	Date this certificate issued: 06/06/11 Wells Fargo Ins Serv of Issuing Agency:  (Signature of Authorized Representative)
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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 liability 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:

1. "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:
 - 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
 - b. Supervisory, inspection, architectural or engineering activities.
2. "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:

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

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(s):
AS REQUIRED BY WRITTEN CONTRACT
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>

- A. 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 can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. 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.
 2. 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" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses 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, Damage To Premises Rented To You and Medical Expense 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.

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:

1. Any payments made under Coverage A for damages 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
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed 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 nor the Designated Construction Project 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.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

**1. SECTION I - 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 "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property 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 90 feet long; and

Item 2. Exclusions j. (6) second exception paragraph after (5) 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 III - LIMITS OF INSURANCE.

**2. SECTION I - 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 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.

3. The following coverages are added to SECTION I - 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 SECTION III - LIMIT OF INSURANCE.

2. Exclusions

Coverage for Voluntary Property Damage does not apply to:

a. "Loss" of property at premises owned, rented, leased, operated or used by you.

b. "Loss" of property while in transit;

c. "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.

e. "Loss" of property caused by or arising out of the "products-completed 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 thereof 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 INSURANCE.

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;
- b. "Property damage" to property while in transit;
- c. 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.
- 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 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 liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- b. "Property damage" caused by or resulting 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 centrifugal force.
- c. "Property damage" caused directly or indirectly by any of the following:
 - (1) 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, 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;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings.

d. "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 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:

(1) Plumbing, heating, air conditioning, 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.

4. 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.

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 duties related to the conduct of your business. However, none of these "employees" or volunteer workers are an insured for:

(1) "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 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 technicians 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 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 afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

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 liability 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:
 - a. The insurance afforded 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 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, 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;

- (6) 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:
 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).

6. 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 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.
- 9. The most we will pay under Care, Custody 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.
- 10. The most we will pay under Water Damage Legal Liability for all "property damage" arising out of any one "occurrence" is \$25,000.

7. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

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

- e. 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.
- f. 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 "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 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 letter 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.

8. SECTION V - DEFINITIONS is amended as follows:

Item 3. is amended to include Incidental Medical Malpractice Injury.

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

The following definition is added:

- 23. "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.



MA070621000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (304) 598-5678 Wells Fargo Insurance Services of West Virginia Inc. 1075 Van Voorhis Road, Suite 200 Morgantown, WV 26505-3403	CONTACT NAME: Denise A Deem PHONE (A/C, No, Ext): 304-598-8091 E-MAIL ADDRESS: denise.deem@wellstargo.com FAX (A/C, No): 866-972-2565
	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport PA 15132	

COVERAGES

CERTIFICATE NUMBER: 2843863

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. IJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OCP-McKeesport				06/06/2011	06/06/2012	\$2,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contractor -- Galway Bay Corporation
 Contracts #2010-01; 2010-03; 2010-05; 2010-07; 2010-09 and 2010-11

CERTIFICATE HOLDER

Municipal Authority of the City of McKeesport
 100 Atlantic Avenue
 McKeesport PA 15132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF INSURANCE

(Single Permit 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):

JRC (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.

JRC (producer's initials) Contractual liability

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

JRC (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(-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.

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: 6/6/11

ISSUED TO: Galway Bay Corporation

**MUNICIPAL AUTHORITY
OF THE CITY OF MCKEESPORT
ALLEGHENY COUNTY, PENNSYLVANIA**

**CONTRACT DOCUMENTS FOR
LONG RUN PUMP STATION EXPANSION**

**CONTRACT NO. 2010-05
GENERAL/MECHANICAL 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: info@klhengineers.com
Ref. No. 220-35

Section C

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
<u>February 1, 2011</u>	<u>1</u>
<u>February 10, 2011</u>	<u>2</u>
<u>February 15, 2011</u>	<u>3</u>
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. 2010-05 for the following Lump Sum Price: *Three Million Four Hundred*

) **Lump Sum Contract Price** *Ninety Thousand Dollars Zero Cents*
(Words)

\$ 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 I 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 for coordination and completion of such remediation. 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

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	Cost of Base Bid Equipment
11310	Raw Wastewater Pumps	Wilo-EMU	400,000.00
11330	Mechanically Cleaned Bar Screen	Duperon	135,000.00
11331	Screenings Compactor/Washer	Duperon	50,000.00

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):

Specification	Description	Name of Alternate Manufacturer and Associated Deduction from Bid Price
11310	Raw Wastewater Bar Screen	Deduct \$ _____
11330	Mechanically 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 Individual

By _____ (Seal)
(Individual's Name)

doing business as _____
(Business Address and Telephone Number)

A Partnership

By _____ (Seal)
(Firm Name)

(General Partner)
(Business Address and Phone Number)

A Corporation

By Galway Bay Corporation _____ (Seal)
(Corporation Name)

Pennsylvania
(State of Incorporation)

By _____
(Name of Person Authorized to Sign and Title of same)
Gregory R. Maynard - President

(Corporate Seal)

Attest *Judy K Clark*
Judy K Clark (Secretary)

10 Ainsley Lane, P.O. Box 320, Mount Braddock, PA 15465 724-277-4282
(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.)

GALWAY

(continued from 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.	\$ <u>382,000.00</u>
• Contract 2010-03 West Shore Pump Station General Mechanical Construction.	\$ <u>282,000.00</u>
• Contract 2010-05 Long Run Pump Station Improvements General Mechanical Construction.	\$ <u>1,095,000.00</u>
• Contract 2010-07 Ripple Road Pump Station General Mechanical Construction.	\$ <u>243,000.00</u>
• Contract 2010-09 28 th Avenue Pump Station Improvements General Mechanical Construction.	\$ <u>220,000.00</u>
• Contract 2010-11 Cliff Street Pump Station Improvements General Mechanical Construction.	\$ <u>207,000.00</u>
Total	\$ <u>2,429,000.00</u>

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 Principal 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.

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:

DATE March 7th, 2011

WITNESS:

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

Judy K. Clark
Judy K. Clark - Secretary

By [Signature]

Gregory R. Maynard - President
(Title)

10 Ainsley Lane, P O Box 320

Mount Braddock, PA 15465
Business Address of Bidder

ATTEST:

[Signature]
Patty Mangus, Witness

Liberty Mutual Insurance Company
Surety

[Signature]
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.

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 28 day of JUNE in 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
	Exhibits 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
H	Measurement and Payment	H-1 to H-2
I	Standard Detail Drawings	I-1 to I-42
	Drawings 24" x 36" - Bound Separately 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
	Change Orders duly issued with or after the effective 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.

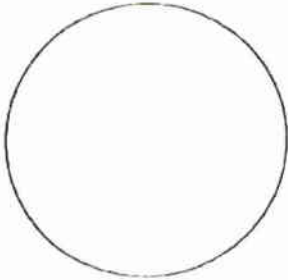
J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned 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____.



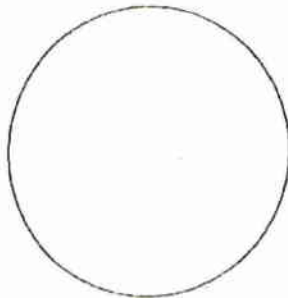
(CORPORATE SEAL)

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 _____

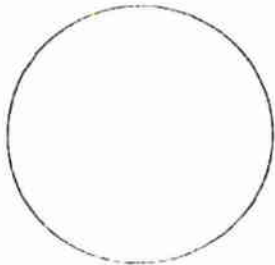
Address for Giving Notice
10 Ainsley Lane
Mt. Braddock, PA 15465

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 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 JUNE 28 20 11.



(CORPORATE SEAL)

OWNER

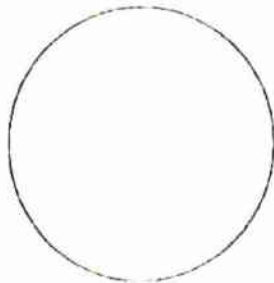
Municipal Authority of the
City of McKeesport

by Nicholas J. Schwanke

ATTEST Judy K. Clark
Title Secretary

Address for Giving Notice

100 Atlantic Avenue
McKeesport, PA 15132



(CORPORATE SEAL)

CONTRACTOR

Galway Bay Corporation

by Gregory R. Maynard
Gregory R. Maynard - President

ATTEST Judy K. Clark
Title Judy K. Clark - Secretary

Address for Giving Notice

10 Ainsley Lane
Mt. Braddock, PA 15465

Section K

PAYMENT BOND

CONTRACT NO. 2010-05

KNOW ALL MEN BY THESE PRESENTS: that

Galway Bay Corporation

(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 Two Million Three Hundred 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, 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 12 day of JUNE, 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 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 28 day of JUNE, 20 17.

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

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

Galway Bay Corporation
(Principal)
by *[Signature]*
Gregory R. Maynard, President

(ATTEST)
Judy K. Clark
(Principal) (Secretary)
Judy K. Clark

(SEAL)

8044 Montgomery Road, Suite 150E
(Address)
Cincinnati, OH 45236

Liberty Mutual Insurance Company
(Surety)

(ATTEST)
(Surety) (Secretary)

(SEAL) *[Signature]*
(Witness to Surety)
Kimberly L. Miles

by: *[Signature]*
(Attorney in Fact) Douglas P. Taylor
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.

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 behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100 DOLLARS (\$ 25,000,000.00) each, and the 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.

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 5th day of June, 2009.

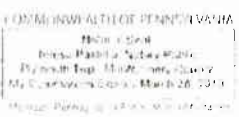
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

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 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 _____ day of _____

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, interest rate or residential value guaranties, bank deposit, value guaranties.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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Section K

PERFORMANCE AND MAINTENANCE BOND

CONTRACT NO. 2010-05

KNOW ALL MEN BY THESE PRESENTS: that

Galway Bay Corporation

(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 Two Million Three Hundred 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, 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 JUNE, 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 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 Five (5) counterparts, each one of which shall be deemed an original, this the 28 day of JUNE, 2011.

10 Ainsley Lane
Address
Mt. Braddock, PA 15465

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

Galway Bay Corporation
Principal
by [Signature]
Gregory R. Maynard, President

ATTEST
Judy K. Clark
Principal (Secretary)
Judy K. Clark
(SEAL)

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

Liberty Mutual Insurance Company
Surety

ATTEST
[Signature]
(SEAL)
Surety (Secretary)
(Witness to Surety)
Kimberly L. Miles

One Hillcrest Drive East
(Address)
Charleston WV 25311

by: [Signature]
(Attorney in Fact)
Douglas P. Taylor

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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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 behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY FIVE MILLION AND 00/100**..... DOLLARS (\$ **25,000,000.00**.....) each, and the 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.

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 5th day of June, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

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 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 _____ day of _____

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, currency rate, interest rate or residential value guaranties, bank deposit, value guaranties.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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 Insured Contractor Name(s) of Additionally Insured Party KLH Engineers, Inc Municipal Authority of the City of McKeesport	COMPANIES AFFORDING COVERAGES	
	Company Letter	A
	Company Letter	B
	Company Letter	C
	Company Letter	D

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time and that the insurance afforded by the policies is subject to all the terms, exclusions and conditions of such policies.

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability in Thousands (000)		
					Each Occurrence	Aggregate
	General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operation Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury			Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury and Property Damage Combined	\$	
				Personal Injury		\$
	Automotive Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned			Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Person)	\$	
				Property Damage	\$	
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$	
	<input type="checkbox"/> Workers' Compensation and Employers' Liability			Statutory		
	<input type="checkbox"/> Builder's Risk					
	<input type="checkbox"/> Other					

The coverage issued in the above listed policies will not be cancelled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to the named owner and certificate holder at the address listed below

Construction Contract Identification Long Run Pump Station Expansion Contract No. 2010-05 General Mechanical	Name and Address of Owner and Certificate Holder Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132	Date this certificate issued: _____ Issuing Agency: _____ (Signature of Authorized Representative)
--	--	--

THIS FORM CANNOT BE SUBSTITUTED

CERTIFICATE OF INSURANCE

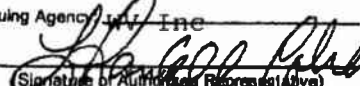
This Certificate shall be required to be properly completed by the Contractor and his Insurance Agent at the time that the construction contract is executed. It is informational and does not amend, extend or alter the coverage afforded by the policies listed below.

Name and Address of Insured Contractor Galway Bay Corporation PO Box 320 Mt Braddock PA 15464-0260	Name and Address of Insurance Agency Wells Fargo Ins Serv of WV Inc 1075 VanVoorhis Road Suite 200 Morgantown WV 26505
COMPANIES AFFORDING COVERAGES	
Company Letter A	Westfield Insurance Co
Company Letter B	Travelers Prop Cas Co
Company Letter C	
Company Letter D	
Name(s) of Additionally Insured Party KLH Engineers, Inc Municipal Authority of the City of McKeesport	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time and that the insurance afforded by the policies is subject to all the terms, exclusions and conditions of such policies.

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability in Thousands (000)		
					Each	Aggregate
A	<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premise-Operations <input checked="" type="checkbox"/> Explosion and Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operation Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	CMM3928866	03/07/12	Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury and Property Damage Combined	\$ 1,000	2,000
				Personal Injury		\$
A	<input checked="" type="checkbox"/> Automotive Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned	CMM3928866	03/07/12	Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Person)	\$	
				Property Damage	\$	
				CSL	1,000	
A	<input checked="" type="checkbox"/> Excess Liability <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	CMM3928866		Bodily Injury and Property Damage Combined	\$ 10,000	
A	<input checked="" type="checkbox"/> Workers' Compensation and Employers' Liability	WCP1997666	03/07/12	Statutory		500 EL
B	<input checked="" type="checkbox"/> Builder's Risk <input checked="" type="checkbox"/> Other	QT6600162R854 TIL11	06/05/13	2,395,000 Project		
				\$1,000,000 Temp Storage/		
				Transit Forms Attached		

The coverage issued in the above listed policies will not be cancelled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to the named owner and certificate holder at the address listed below.

Construction Contract Identification Long Run Pump Station Expansion Contract No. 2010-05 General/Mechanical	Name and Address of Owner and Certificate Holder Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132	Date this certificate issued: 06/06/11 Wells Fargo Ins Serv of Issuing Agency: <u>WV Inc</u>  (Signature of Authorized Representative)
--	--	---

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 liability 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:
1. "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:
 - 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
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "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:

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

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(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 I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. 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.
 2. 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" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses 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, Damage To Premises Rented To You and Medical Expense 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.

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:

1. Any payments made under Coverage A for damages 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
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed 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 nor the Designated Construction Project 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.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

**1. SECTION I - 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 "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property 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 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 III - LIMITS OF INSURANCE.

**2. SECTION I - 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 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.

3. The following coverages are added to SECTION I - 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 SECTION III - LIMIT OF INSURANCE.

2. Exclusions

Coverage for Voluntary Property Damage does not apply to:

a. "Loss" of property at premises owned, rented, leased, operated or used by you.

b. "Loss" of property while in transit;

c. "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.

e. "Loss" of property caused by or arising out of the "products-completed 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 INSURANCE.

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;
- b. "Property damage" to property while in transit;
- c. 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.
- 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 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 liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- b. "Property damage" caused by or resulting 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 centrifugal force.
- c. "Property damage" caused directly or indirectly by any of the following:
 - (1) 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, 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;

- (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.
- d. "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 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:
- (1) Plumbing, heating, air conditioning, 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.
4. 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.
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 duties related to the conduct of your business. However, none of these "employees" or volunteer workers are an insured for:
 - (1) "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 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 technicians 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 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 afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

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 liability 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:
- a. The insurance afforded 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 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, 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 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:

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

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).

6. 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:

- 8. 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.
- 9. The most we will pay under Care, Custody or Control for "properly damage" is \$1,000 for each "occurrence". The most we will pay for the sum of all damages because of "properly damage" under this coverage is \$5,000.
- 10. The most we will pay under Water Damage Legal Liability for all "property damage" arising out of any one "occurrence" is \$25,000.

7. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

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

- e. 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.
- f. 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 "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 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 letter 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.

8. SECTION V - DEFINITIONS is amended as follows:

Item 3. is amended to include Incidental Medical Malpractice Injury.

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

The following definition is added:

- 23. "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.



CERTIFICATE OF INSURANCE
(Single Permit 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):

JRC (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.

JRC (producer's initials) Contractual liability

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

JRC (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(-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.

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: 6/6/11

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: info@klhengineers.com
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
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
<u>Feb 1, 2011</u>	<u>1</u>
<u>FEB. 10, 2011</u>	<u>2</u>
<u>FEB. 15, 2011</u>	<u>3</u>
<u>MAR 1, 2011</u>	<u>4</u>

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. 2010-06 for the following Lump Sum Price:

Lump Sum Contract Price

\$ 1,063,000

(Words)

\$ One 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 \$ <u> — </u>
*16180 - Safety Disconnect Switches	Deduct \$ <u> " </u>
16235 - Standby Emergency Generator	Deduct \$ <u> — </u>
*16471 - Panel Boards	Deduct \$ <u> " </u>

*GE in lieu of EATON
-50,000*

*16472 - Mini-Power Center	Deduct\$	"
*16479- Surge Protective Device	Deduct\$	
16500- Lighting	Deduct\$	-
16810 - Video Surveillance	Deduct\$	- 200,00
16910 - Instrumentation	Deduct\$	- 2,000
16925 - Custom Control Panels	Deduct\$	- 8,000
*16950 - Variable Frequency Drive Motor Controllers	Deduct\$	
*16990 - Motor Control Centers - Low Voltage	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.

IF BIDDER is:

An Individual

By _____ (Seal)
(Individual's Name)

doing business as _____

(Business Address and Telephone Number)

A Partnership

By _____ (Seal)
(Firm Name)

(General Partner)

(Business Address and Phone Number)

A Corporation

By MERIT ELECTRICAL GROUP, INC. (Seal)
(Corporation Name)

Pennsylvania
(State of Incorporation)

By *Andrew Michielli* **ANDREW MICHELII**
(Name of Person Authorized to Sign and Title of same) **PRESIDENT**

(Corporate Seal)
Attest *Laura Michielli*
(Secretary)

204 Pennsylvania Ave Oakmont PA 15139
(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.)

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)

Section D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Ment 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

(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 Prin-
cipal 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.

IN WITNESS WHEREOF, 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: Barbara A. Leeper

DATE February 24, 2011

WITNESS:

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

By Andrew Michielli
ANDREW MICHIELLI
PRESIDENT

(Title)
204 Pennsylvania Avenue

Oakmont, PA 15139
Business Address of Bidder

ATTEST:
Barbara A. Leeper
Barbara A. Leeper, Witness

Great American Insurance Company
Surety
Josephine M. Streyle
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.

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

No. 0 19947

POWER OF ATTORNEY

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 State 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 said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

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



Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4802)

STATE OF OHIO, COUNTY OF HAMILTON ss:

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.



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

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 surety, any and all bonds, undertakings and contracts of suretyship, 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 any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAITA, 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

24

day of

February

2011



51028Y (10/08)

Assistant Secretary

Section J

AGREEMENT - CONTRACT NO. 2010-06

THIS AGREEMENT is dated as of the 2nd day of July in the year of 2011 by and between The Municipal Authority of the City of McKeesport hereinafter called OWNER and Merit 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)

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

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
	Exhibits 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
H	Measurement and Payment	H-1 to H-2
I	Standard Detail Drawings	I-1 to I-42
	Drawings 24" x 36" - Bound Separately 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
	Change Orders duly issued with or after the effective 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.

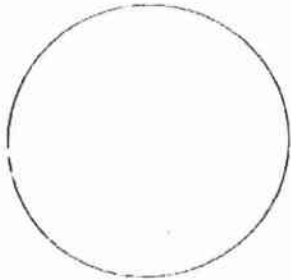
J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned 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 July 20th 20 11.



(CORPORATE SEAL)

OWNER

Municipal Authority of the City of McKeesport

by

[Handwritten signature]

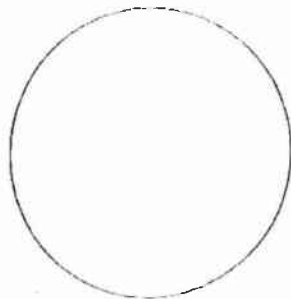
ATTEST

Title

[Handwritten signature]
[Handwritten title]

Address for Giving Notice

100 Atlantic Avenue
McKeesport, PA 15132



(CORPORATE SEAL)

CONTRACTOR

Merit Electrical Group, Inc.

by

[Handwritten signature]

ANDREW MICHIELLI
PRESIDENT

ATTEST

Title

[Handwritten signature]
[Handwritten title]

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 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 One Million Sixty Three Thousand & 00/100 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 _____ day of July, 2011, 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.

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 20th day of July, 2011.

204 Pennsylvania Avenue
(Address)
Oakmont, PA 15139

Merit Electrical Group, Inc.
(Principal)
by [Signature] ANDREW MICHIELLI
PRESIDENT

(ATTEST) [Signature]
(Principal) (Secretary) Laura Michielli

(Witness to Principal)

(SEAL)

(Address)

Great American Insurance Company
(Surety)
103 Gamma Drive, Suite 150
(Address)
Pittsburgh, PA 15238

(ATTEST)
(Surety) (Secretary)

(SEAL) [Signature]
(Witness to Surety)
Barbara A. Leeper

by: [Signature]
(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 this power of attorney is not more than EIGHT

No. 0 19947

POWER OF ATTORNEY

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 State of Ohio, does hereby nominate, constitute and appoint the person or person 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 said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below:

Name	Address	Limit of Power
BRIAN W. LONG	JOSEPHINE M. STREYLE	ALL OF
BRIAN F. JEFFE	JAY BLACK	PITTSBURGH, PENNSYLVANIA
MICHAEL J. PETRASEK, SR.	MARGE FEDAK	UNLIMITED
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.



Atty L. C. B.

David C. Kitchin

STATE OF OHIO, COUNTY OF HAMILTON, ss. 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.



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

Karen L. Grosheim

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 surety, any and all bonds, undertakings and contracts of suretyship, 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 its simile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

ESTHER N. C. BERATAN, 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 _____



Atty L. 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 15139

(Address of Contractor)

a Corporation, hereinafter 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 One Million Sixty Three Thousand & 00/100 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 30th day of July, 2011, 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 instrument is executed in Five (5) counterparts, each one of which shall be deemed an original, this the 20th day of July, 2011.

204 Pennsylvania Avenue
Address
Oakmont, PA 15139

Merit Electrical Group, Inc.
Principal
by [Signature]

ANDREW MICHIELLI
PRESIDENT

ATTEST
[Signature]
Principal (Secretary) Laura Michielli

(Witness to Principal)

(SEAL)

(Address)

103 Gamma Drive, Suite 150
Address
Pittsburgh, PA 15238

Great American Insurance Company
Surety

ATTEST
[Signature]
Surety (Secretary)

(SEAL)
[Signature]
(Witness to Surety)
Barbara A. Leeper

1010 Ohio River Boulevard
(Address)
Pittsburgh, PA 15202

by: [Signature]
(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 as amended) and be authorized to transact business in the state where the project is located.

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GREAT AMERICAN INSURANCE COMPANY®

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

No. 0 19947

POWER OF ATTORNEY

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Name	Address	Limit of Power
BRIAN W LONG	JOSEPHINE M STREYLE	ALL
BRIAN F JEFFE	JAY BLACK	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.



Atty L C B

David C. Kitchin

STATE OF OHIO COUNTY OF HAMILTON ss. 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.



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

Karen L. Grosheim

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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 fac simile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

L STEPHEN C BERATHA, 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 _____



Atty L C B

Client#: 85732 MERIELE

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Huntington Insurance, Inc. 310 Grant Street, 2nd Floor Pittsburgh, PA 15219 412-667-6500	CONTACT NAME: Glennis L. Rozeck, CPCU, ACI PHONE (A/C, No, Ext): 412-667-6530 FAX (A/C, No): 877-489-9126 E-MAIL ADDRESS: glennis.rozeck@huntington.com PRODUCER CUSTOMER ID #: MERIELE														
INSURED Merit Electrical Group Inc. 204 Pennsylvania Avenue Oakmont, PA 15139	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Atlantic States Insurance Compa</td> <td>22586</td> </tr> <tr> <td>INSURER B: Donegal Mutual Insurance Compan</td> <td>13692</td> </tr> <tr> <td>INSURER C: Southern Insurance Company of V</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Atlantic States Insurance Compa	22586	INSURER B: Donegal Mutual Insurance Compan	13692	INSURER C: Southern Insurance Company of V		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CPA8059603	04/15/2011	04/15/2012	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000				
	AUTOMOBILE LIABILITY		CAA8059603	04/15/2011	04/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		CXL8059603	04/15/2011	04/15/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCS8059603	04/15/2011	04/15/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Contract No. 2010-06 Electrical Construction - Long Run Pump Station Expansion
Additional Insured for General Liability: KLH Engineers, Inc. and the Municipal Authority of the City of McKeesport.

CERTIFICATE HOLDER Municipality Authority of the City of McKeesport 100 Atlantic Avenue Mc Keesport, PA 15132	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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

KLH 
ENGINEERS, INC.
5173 Campbells Run Road
Pittsburgh, PA 15205
Telephone: (412) 494-0510
Fax: (412) 494-0426
E-mail: info@klhengineers.com
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
<u>February 1, 2011</u>	<u>1</u>
<u>February 10, 2011</u>	<u>2</u>
<u>February 15, 2011</u>	<u>3</u>
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. 2010-03 for the following Lump Sum Price: Five million Two Hundred

Lump Sum Contract Price Forty Thousand Dollars Zero Cents
 (Words)
 \$ 5,240,000.00
 (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	<u>340,000.00</u>
11330	Mechanically Cleaned Bar Screen	Duperon Corp.	<u>175,000.00</u>
11331	Screenings Compactor/Washer	Duperon Corp.	<u>50,000.00</u>
14550	Screening Conveyor	Serpentex Conveyor Corporation	<u>75,000.00</u>

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 \$ _____
11330	Mechanically 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.

) **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)
(Individual's Name)
doing business as _____
(Business Address and Telephone Number)

A Partnership

By _____ (Seal)
(Firm Name)

(General Partner)

(Business Address and Phone Number)

A Corporation

By _____ Galway Bay Corporation (Seal)
(Corporation Name)
Pennsylvania
(State of Incorporation)
By _____
(Name of Person Authorized to Sign and Title of same)
Gregory R. Maynard - President
(Corporate Seal)
Attest Judy K. Clark
Judy K. Clark (Secretary)
10 Ainsley Lane, P.O. Box 320, Mount Braddock, PA 15465 724-277-4282
(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.)

Galway

(continued from previous page)

WWTP Expansion Combination No. 2

<u>Column A</u> Combination of Contracts	<u>Column B</u> 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.	\$ <u>382,000.00</u>
• Contract 2010-03 West Shore Pump Station General Mechanical Construction.	\$ <u>282,000.00</u>
• Contract 2010-05 Long Run Pump Station Improvements General Mechanical Construction.	\$ <u>1,095,000.00</u>
• Contract 2010-07 Ripple Road Pump Station General Mechanical Construction.	\$ <u>243,000.00</u>
• Contract 2010-09 28 th Avenue Pump Station Improvements General Mechanical Construction.	\$ <u>220,000.00</u>
• Contract 2010-11 Cliff Street Pump Station Improvements General Mechanical Construction.	\$ <u>207,000.00</u>
Total	\$ <u>2,429,000.00</u>

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: DATE March 7th, 2011

WITNESS: Galway Bay Corporation
Name of Bidder, Corporation, Firm or Individual

Judy K. Clark
Judy K. Clark - Secretary

By [Signature]
Gregory R. Maynard - President
(Title)
10 Ainsley Lane, P O Box 320
Mount Braddock, PA 15465
Business Address of Bidder

ATTEST:
[Signature]
Patty Mangus, Witness

Liberty Mutual Insurance Company
Surety
[Signature]
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 28 day of JUNE in 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. 2010-03 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

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)

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

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
	Exhibits 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-26
G	Technical Specifications	01000 to 16990
H	Measurement and Payment	H-1 to H-2
I	Standard Detail Drawings	I-1 to I-40
	Drawings 24" x 36" - Bound Separately 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-15
	Change Orders duly issued with or after the effective 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.

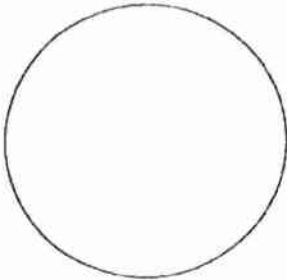
J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned 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)

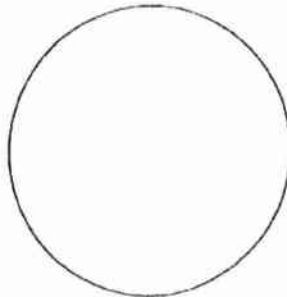
OWNER
Municipal Authority of the
City of McKeesport

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

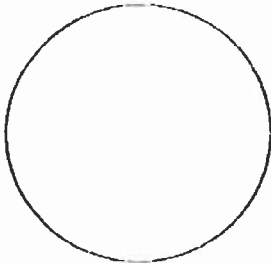
Mr. Braddock, PA 15465

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 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 JUNE 28
20 11.



(CORPORATE SEAL)

OWNER

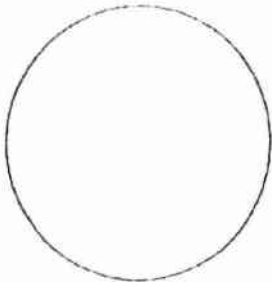
Municipal Authority of the
City of McKeesport

by [Signature]

ATTEST
Title [Signature]

Address for Giving Notice

100 Atlantic Avenue
McKeesport, PA 15132



(CORPORATE SEAL)

CONTRACTOR

Galway Bay Corporation

by [Signature]
Gregory R. Maynard - President

ATTEST
Title [Signature]
Judy K. Clark Secretary

Address for Giving Notice

10 Ainsley Lane
Mt.
Mr. Braddock, PA 15465

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)

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 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 Prin-
cipal entered into a certain contract with the Owner, dated the
2nd day of JUNE, 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 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 20 day of JUNE, 2011.

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

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

Galway Bay Corporation
(Principal)
by [Signature]
Gregory R. Hayward, President
(ATTEST)
Judy K. Clark
(Principal) (Secretary)
Judy K. Clark
(SEAL)

8044 Montgomery Road, Suite 150E
(Address)
Cincinnati, OH 45236

Liberty Mutual Insurance Company
(Surety)
(ATTEST)
(Surety) (Secretary)
(SEAL) [Signature]
(Witness to Surety)
Kimberly L. Miles

by: [Signature]
(Attorney in Fact) Douglas P. Taylor
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.

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 behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100 DOLLARS (\$ 25,000,000.00) each, and the 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.

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 5th day of June, 2009.

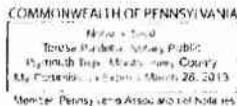
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

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 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 _____ day of _____

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, currency rate, interest rate or residential value guaranties.

Not valid for credit, bank deposit, value guaranties.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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Section K

PERFORMANCE AND MAINTENANCE 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)

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 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 20 day of JUNE, 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 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 Five (5) counterparts, each one of which shall be deemed an original, this the 28 day of JUNE, 2011.

10 Ainsley Lane
Address
Mt. Braddock, PA 15465

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

Galway Bay Corporation
Principal
by [Signature]
Gregory R. Maynard, President

ATTEST
Judy K. Clark
Principal (Secretary)
Judy K. Clark
(SEAL)

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

Liberty Mutual Insurance Company
Surety
ATTEST
[Signature]
Surety (Secretary)
(SEAL)
(Witness to Surety)
Kimberly L. Miles

One Hillcrest Drive East
(Address)
Charleston WV 25311

by: [Signature]
(Attorney in Fact)
Douglas P. Taylor

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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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 behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100..... DOLLARS (\$ 25,000,000.00.....) each, and the 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.

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 5th day of June, 2009.

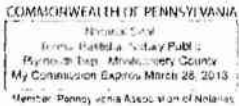
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

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 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 _____ day of _____

By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, currency rate, interest rate or residential value guarantees.

Not valid for mortgage, note, loan, currency rate, interest rate or residential value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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 Insured Contractor Name and Address of Insured Contractor Name(s) of Additionally Insured Party KLH Engineers, Inc Municipal Authority of the City of McKeesport	COMPANIES AFFORDING COVERAGES	
	Company Letter	A
	Company Letter	B
	Company Letter	C
	Company Letter	D

This is to certify that policies of Insurance listed below have been issued to the insured named above and are in force at this time and that the insurance afforded by the policies is subject to all the terms, exclusions and conditions of such policies.

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability in Thousands (000)		
					Each Occurrence	Aggregate
	General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operation Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury			Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury and Property Damage Combined	\$	
				Personal Injury		\$
	Automotive Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned			Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Person)	\$	
				Property Damage	\$	
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$	
	<input type="checkbox"/> Workers' Compensation and Employers' Liability			Statutory		
	<input type="checkbox"/> Builder's Risk					
	<input type="checkbox"/> Other					

The coverage issued in the above listed policies will not be cancelled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to the named owner and certificate holder at the address listed below.

Construction Contract Identification West Shore Pump Station Construction Contract No. 2010-03 General/Mechanical	Name and Address of Owner and Certificate Holder Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132	Date this certificate issued: _____ Issuing Agency: _____ (Signature of Authorized Representative)
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THIS FORM CANNOT BE SUBSTITUTED.