EXHIBIT 1

S A M P L E
AGREEMENT
No. R18-04

THIS AGREEMENT NO. R18-04 (this "Agreement") is made as of the ___ day of _____, 20__ (the "Effective Date"), by and between PORT AUTHORITY OF ALLEGHENY COUNTY, a body corporate and politic created under the provisions of the Second Class County Port Authority Act, as amended, having its principal office at 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania 15222-2527 ("Authority"), and _____, a _____ (corporation, partnership, limited liability company, joint venture or other entity) having an address of _____ ("Contractor").

W I T N E S S E T H:

WHEREAS, Authority requires Supplemental EAP Support Provider Services to be performed in connection with its Employee Assistance Program (EAP) (the "Project"); and

WHEREAS, Authority requires the services of a contractor to provide a full range of services for the Project, which include, but are not limited to, an after-hours clinical backup services and work-life services, and as more fully described in the Scope of Services (the "Contract Services"); and

WHEREAS, to obtain a qualified contractor, Authority required submission of proposals to provide the Contract Services as described in its "Request for Proposal for Supplemental EAP Support Provider Services," RFP No. 18-04 dated October, 2018 (the "RFP"), as amended; and

WHEREAS, in response to the RFP, Contractor submitted, a proposal (the "Contractor's Proposal") and, in reliance thereon, Authority has selected Contractor to provide the Contract Services; and

WHEREAS, Authority and Contractor desire to set forth their mutual understanding and agreement concerning, among other things, the scope of the Contract Services and the basis upon which Contractor will be compensated for the Contract Services.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do mutually covenant and agree as follows:

1. Interpretation of Documents/Incorporation of Recitals

1.1 Recitals. The recitals and references aforesaid are incorporated herein and made a part hereof.

1.2 References. In this Agreement, except where expressly stated to the contrary:

(a) the RFP, Contractor's Proposal and the Schedules and Attachments to this Agreement are, by this reference, incorporated into and made a part of this Agreement and all references to and mentions of this Agreement shall include the RFP, Contractor's Proposal and the Schedules and Attachments to this Agreement as so incorporated into this Agreement;

(b) references to and mentions of Authority and Contractor include their respective legal successors and persons and entities to whom, by operation of law, the rights and duties of Authority and Contractor, respectively, have passed;

(c) references to any federal, state or local law, regulation or statute shall include, as of any particular point in time, that law, regulation or statute in changed, amended or supplemented form or to a newly adopted law, regulation or statute replacing a previous law or statute; and

(d) references to and mentions of the words "include," "including" or the phrase "e.g." in this Agreement shall mean "including, without limitation".

1.3 Interpretation of Documents. In the event of a conflict between the terms of the RFP and Contractor's Proposal, the terms of the RFP shall prevail. In the event of a conflict between the terms of the RFP or the Contractor's Proposal, on the one hand, and any other portion of this Agreement, on the other hand, the terms of this Agreement shall prevail.

2. Engagement of Contractor.

Authority hereby engages Contractor to perform, and Contractor hereby agrees to perform, the Contract Services as set forth in the Scope of Services, attached hereto and made a part hereof as Schedule 2.

3. Contractor's Performance

3.1 Capability. Contractor warrants that it has the experience and capability, including sufficient and competent supervisors and other personnel, to properly, efficiently and expeditiously accomplish the Contract Services in a manner satisfactory to Authority and as required by this Agreement and State and Federal law. Contractor further warrants that it will continuously furnish said personnel and so accomplish the Contract Services.

3.2 Nature of the Contract Services. Contractor acknowledges that it has satisfied itself as to the nature of the Contract Services, the general character, magnitude and quality of the services required during and for satisfactory completion of the Contract Services, the general and local conditions and all other matters which could affect the Contract Services. Contractor shall assume total responsibility for all management, coordination and all other tasks and activities required to perform the Contract Services.

3.3 Guidelines. Contractor shall comply with and follow all Authority policies, guidelines and procedures with respect to its performance of the Contract Services and as set forth in the Scope of Services.

3.4 Efforts. In addition to, and in light of, each of the foregoing, Contractor shall utilize its best professional efforts in performing the Contract Services.

4. Personnel

4.1 Contractor's Obligation to Secure. Contractor shall provide, at its own expense, all personnel

required for its performance of the Contract Services, in accordance with the terms of this Agreement. Such personnel shall not be employees of Authority, the County of Allegheny, the Southwestern Pennsylvania Commission, or the Commonwealth of Pennsylvania. Employment fees, if any, shall not be considered as a reimbursable cost hereunder, except to the extent allowable pursuant to Federal Acquisition Regulations (48 C.F.R., Part 31). All employees of Contractor or any of its subcontractors, including, without limitation, all Key Personnel (as such term is defined in Section 4.3 below), whether performing their functions at Contractor's place of business, Authority's place of business or elsewhere, shall, at all times, be and remain employees of Contractor or the appropriate subcontractor and shall not be employees of Authority. Contractor shall pay or cause its subcontractors to pay all wages, salaries and other amounts due to their respective employees who perform on Contractor's behalf under this Agreement and Contractor or its subcontractors shall be responsible for all reports, payments and other obligations respecting such employees, including without limitation, those obligations relating to social security, income tax withholding, unemployment compensation and worker's compensation. Contractor, at its sole cost and expense, shall defend Authority and its permitted assignees under this Agreement against or settle all claims and proceedings based upon any breach by Contractor of its obligations under this Section 4.1 or based upon any claim by any employee of Contractor or any of its subcontractors that is inconsistent with the provisions of this Section 4.1 and shall indemnify and hold harmless Authority against and from any losses, costs or expenses associated therewith.

4.2 Contractor's Obligation to Supervise. All of the Contract Services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the performance of the Contract Services shall be Contractor's or its approved subcontractors' employees, and Contractor shall be solely responsible for assuring that all such personnel are fully qualified to perform such Contract Services and are adequately supervised during such performance.

4.3 Key Personnel. Authority and Contractor shall each designate an individual within their organization as the primary contact and liaison with the other party for all matters arising under this Agreement (each individually being a "Project Manager" and collectively the "Project Managers"). Contractor's Project Manager and each of the key personnel identified on Schedule 4.3 (collectively, the "Key Personnel") shall be assigned to and shall perform the Contract Services, unless his or her employment with Contractor is terminated or unless he or she is removed pursuant to Authority's written request as provided for under this Agreement. Contractor shall notify Authority of the termination of any of Key Personnel within seven days after the occurrence of such action.

4.4 Removal of Personnel. Contractor shall remove from the performance of the Contract Services any of its personnel theretofore assigned to the performance of the Contract Services within five days, unless an earlier time is specified by Authority, of a written request from Authority that Contractor do so.

4.5 Dedication of Key Personnel. Key Personnel shall be dedicated to the fulfillment of Contractor's obligations under this Agreement. The Key Personnel shall be assigned to and participate in the performance of the Contract Services until the completion of the assigned Contract Services, or such earlier time as Authority acknowledges, in writing, that the work of certain Key Personnel has been completed and are thus no longer required to participate in the performance of the Contract Services. The Key Personnel shall not be removed from participation in the performance of the Contract Services except in case of death, illness, discharge or resignation, or similar circumstances beyond the Contractor's reasonable control. If any of the Key Personnel become unavailable to participate in the performance of their assigned portion(s) of the Contract Services due to such circumstances beyond the Contractor's control, then the Contractor shall promptly appoint an appropriately qualified replacement

subject to Authority's approval, which shall not be unreasonably withheld. Authority shall be entitled to complete information on each such replacement, including a current resume of his or her qualifications and experience. If the Key Personnel do not remain assigned to the Contract Services, for reasons within Contractor's control, Contractor shall be obligated to immediately pay Authority ten thousand and 00/100 Dollars ($10,000.00) to cover Authority's damages resulting from the reassignment of each such Key Personnel from their assigned portion(s) of the Contract Services. If the Contractor informs Authority that it wishes to relocate any of the identified Key Personnel and remove him or her from their assigned portion(s) of the Contract Services, for its own or the Key Personnel's reasons not having to do with death, illness, discharge or similar circumstances, Authority may, at its sole discretion, permit substitution of another qualified person, but only upon the Contractor's agreement that: (1) the current Key Personnel will remain working on their assigned portion(s) of the Contract Services for at least a 30 day transition period with the replacement and or such other term as deemed necessary by Authority, in writing, to ensure adequate transition, (2) Authority will not be charged for the time of the replacement during the transition period. Contractor will not be required to retain Key Personnel on the Project if that portion of the Contract Services, in whole or in part, is suspended for a period in excess of 90 calendar days.

4.6 **Additions to Key Personnel.** If additions to Key Personnel become necessary, for whatever reason, Contractor shall designate, by written notice to Authority, those individuals whom Contractor proposes as additional Key Personnel. Authority shall have the right to approve additional Key Personnel, which approval shall not be unreasonably withheld. From time to time Authority may request, and upon such request Contractor shall provide to Authority, resumes, references or other information relating to any Key Personnel.

5. Term

5.1 **Term**. Except for any earlier termination of this Agreement pursuant to Section 10 hereof, the term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years from the Effective Date (the "Termination Date"). Authority, in its sole discretion, may extend the term of this Agreement by one or more written amendments hereto for up to two (2) additional years.

5.2 **Requirement for Timely Performance**. Time is of the essence in the performance of the Contract Services by Contractor. The time requirements for the Contract Services will be set forth in the Scope of Services (as the same shall then exist) and in this Agreement and Contractor shall comply with all such time requirements. Unless otherwise expressly stated, any reference to "days" in this Agreement shall mean calendar days.

5.3 **Force Majeure**. Contractor shall only be granted an adjustment in the time requirements for completion of the Contract Services due to unforeseen causes beyond the control and without the fault or negligence of Contractor such as those caused by act of God or of a public enemy, fire, floods, epidemics, quarantine restrictions, strikes and other work stoppage caused by a labor dispute, shortage of materials and freight embargoes, provided that Contractor has taken reasonable precautions to prevent delays due to such causes. An adjustment in the time requirements for completion of the Contract Services shall not be granted for a delay caused by a shortage of materials, except Authority-furnished materials, unless Contractor furnishes to Authority documentary proof that the Contractor has diligently made every effort to obtain such materials from all known and reasonable sources. Only the physical shortage of material shall be considered under this provision as a cause for an adjustment in the time requirements for completion of the Contract Services. No consideration shall be given to any claim that material could not be obtained at a reasonable, practical or economic cost. In the event of any

delay beyond the control of Authority or any delay set forth above with respect to Contractor, the schedule and time of performance of this Agreement may be appropriately adjusted as agreed to in writing by the parties with such appropriate adjustment being made to the Contract Services. Without limiting the generality of the foregoing, any delay due to a work stoppage by employees of Authority shall constitute delay beyond the reasonable control of Authority.

5.4 Access to Property. Authority will seek to reasonably assist Contractor, as required, in gaining access to property necessary in the performance of the Contract Services hereunder.

6. Compensation

6.1 Compensation of Contractor. For the performance of all of the Contract Services and for the deliverables provided for herein, Contractor shall be compensated in accordance with the provisions of this Section 6 and as set forth in Schedule 6.1. The total not to exceed amount shall not exceed _____ and 00/100 Dollars ($_____.00) herein called the Maximum Price. Contractor shall not perform services or incur costs which would cause the aggregate amount due under this Agreement to exceed the Maximum Price.

6.2 Allocation. Authority will compensate Contractor for the performance of the Contract Services based on the scheduled costs attributable to those portions of the Contract Services specified in the Scope of Services.

6.3 Eligibility of Costs. The eligibility of costs shall be governed by the provisions of 48 C.F.R., Part 31, in effect at the time such expense was incurred, except as otherwise expressly provided in this Agreement. In the event expenditures reimbursed to Contractor under this Agreement are subsequently properly disallowed by Authority due to accounting errors or charges not in conformity with this Agreement, Contractor agrees to immediately refund such amounts to Authority or permit Authority to offset the same against any amount(s) currently due to Contractor for the Contract Services.

6.4 Submission of Invoices. Contractor shall submit monthly invoices in accordance with this Agreement and the Scope of Services and payment limitations set forth in this Section 6. Each such invoice shall be prepared in a form satisfactory to Authority and shall reflect the correlation between that invoice and the work performed by Contractor relating thereto. Each such invoice that includes costs to be paid on a direct cost basis shall be supported by a certified statement of costs incurred by Contractor in the performance of the applicable Contract Services, which certified statement shall contain, at a minimum, the names, hours of work, and rate of individuals working on the Contract Services and copies of invoices for all direct expenses. All invoices shall be prepared from the books of account kept by Contractor, and Contractor shall make available, at reasonable times when requested by Authority, copies of payroll distribution and individual labor time sheets, receipted bills, and other documents reasonably required by Authority.

6.5 Payment Obligations of Authority and Contractor. Authority shall, within 60 days after its receipt of an approvable invoice and related Progress Reports pursuant to Section 7 hereof, process payment to Contractor. Contractor shall, in accordance with 49 C.F.R. §26.29, pay its subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment it receives from Authority for any invoice that includes work performed by such subcontractors. Contractor shall also pay its subcontractors all retainage, in any form, if such retainage has been withheld from the subcontractor by Contractor, within 30 days after the subcontractor's work is

satisfactorily completed, regardless of whether such retainage is still being withheld by Authority from Contractor. Contractor's failure to comply with these requirements shall constitute a material breach of this Agreement. Any delay or postponement of payment of Contractor to its subcontractors may take place only for just cause and with written prior approval of Authority.

6.6 Taxes. Contractor shall be solely responsible for the payment of all applicable federal, state, local and other taxes, fees and duties.

6.7 Complete Payment. It is further understood and agreed that, except for modifications to this Agreement made in accordance with the terms of this Agreement pursuant to Section 11, payment under this Section 6 shall constitute complete payment for the Contract Services performed and deliverables provided under this Agreement.

6.8 Compensation Schedule. Contractor shall maintain on file with Authority its current compensation schedule, covering wage rates and salaries for personnel classifications eligible for reimbursement as direct costs for performance of the Contract Services. Such compensation schedule shall conform to general prevailing rates and shall be reviewed at least annually for necessary adjustment. In the event that a change in Contractor's Project Manager or any of the other Key Personnel occurs, compensation to Contractor shall be at the actual rate for the replacement individual or the previously identified rate for the replaced individual, whichever is less, unless otherwise approved by Authority.

7. Progress Reports.

If and as required by Authority, Contractor shall submit to Authority written monthly progress reports ("Progress Reports") in a form acceptable to Authority on or before the fifteenth (15th) day of each calendar month and pertaining to the prior one month period. Progress Reports shall include the following items, as directed by Authority: (1) the activities started during the report period, progress made on on-going (in-progress) activities and activities to be started in the next report period; (2) the activities completed during the report period and those to be completed in the next report period; (3) financial status with actual vs. budget for both costs and manpower, along with forecasts to completion; (4) project schedule summary with detailed explanations for any deviations and slippages and, if applicable, plans for schedule recovery; (5) identification of any major problems that may impact the completion or schedule of the Contract Services or the Project; (6) pending action items requested by Contractor; (7) subcontractor status reports; (8) log of correspondence for the report period; and (9) Diverse Business ("DB") utilization status reports, including a detailed explanation and recovery plan if DB goals are not being met. Unless and except to the extent Contractor expressly indicates in any such report any alleged deficiencies in Authority's performance under this Agreement, Authority shall be deemed to be fully in compliance with its obligations under this Agreement through the period pertaining to such report.

8. Contract Work Hours and Safety Standards.

Contractor shall comply with 29 C.F.R. §5.5(b) relating to contract work hours and safety standards to the extent applicable. The Contractor and its subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of four years from the completion of this Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours

worked, deductions made and actual wages paid. The records to be maintained shall be made available by the Contractor or its subcontractors for inspection, copying or transcription by authorized representatives of the Department of Labor, the Commonwealth of Pennsylvania and/or Authority, and the Contractor, or its subcontractors, will permit such representatives to interview employees during working hours on the job.

9. Insurance

9.1 General. Contractor shall procure, and cause any subcontractors to procure, before the Contract Services are commenced hereunder, and maintain at its own cost and expense, during the entire period of the performance under this Agreement, the types and amounts of insurance listed in this Section 9 with insurance companies authorized to operate in Pennsylvania and with insurance companies having a minimum A- rating as then stated by A.M. Best. Contractor's insurance shall be primary and non-contributory.

Limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies. In the event that the required limits must be satisfied by any combination of primary and excess or umbrella the policies shall provide drop down coverage and provide at least as broad of coverage as the underlying policies.

9.2 Worker's Compensation and Employer's Liability.

(a) Workers' Compensation - Statutory Limits

(b) Employer's Liability in an amount not less than:

$500,000 Each Accident
$500,000 Disease - Policy Limit
$500,000 Disease - Each Employee

Note:

(i) Coverage shall be provided in accordance with the laws of the Commonwealth of Pennsylvania and the laws of such other jurisdictions as may apply.

(ii) The Contractor shall require, and hereby certifies, that each of its Subcontractors maintains Workers' Compensation Insurance in accordance herewith, and shall provide to Authority written evidence of such coverage then in effect for each Subcontractor upon Authority's request.

9.3 Commercial General Liability.

In an amount not less than:

$2,000,000 General Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

Notes:

(i) Contractual exclusion shall be deleted from Personal and Advertising Liability

coverage section.

(ii) Policy shall provide that "Port Authority of Allegheny County" be named as an Additional Insured for Contractor's full limits of coverage on a primary and non-contributory basis, but in no case less than the limits specified. Policy shall be endorsed with a waiver of subrogation clause with respect to Authority, and neither Contractor nor its insurer shall have any claim against Authority to the extent the claim is or should have been covered by insurance.

(iii) If Claims Made coverage is provided, the policy retroactive date shall be effective prior to the date of this Agreement and the extended reporting period or policy renewal must provide that the policy will respond to claims made for at least 24 months after completion of the Contract Services.

9.4 Business Automobile Liability.

With a Combined Single Limit not less than:

$1,000,000 Each Accident

Notes:

(i) Policy shall cover the use of all owned, hired and non-owned vehicles.

(ii) Policy shall provide that "Port Authority of Allegheny County" be named as an additional insured for Contractor's full limits of coverage on a primary and non-contributory basis, but in no case less than the limits specified. Policy shall be endorsed with a waiver of subrogation clause with respect to Authority, and neither Contractor nor its insurer shall have any claim against Authority to the extent the claim is or should have been covered by insurance.

9.5 Professional Liability.

In an amount not less than:

$1,000,000 Each Claim
$2,000,000 Aggregate

Notes:

(i) Policy shall provide coverage for legal liability for damages caused by an error, omission or negligent act in the performance of professional services.

(ii) Policy retroactive date shall be effective prior to date of this Agreement and the extended reporting period or policy renewal must provide that the policy will respond to claims made for at least 24 months after completion of the Contract Services.

9.6 Privacy and Network Security.

In an amount not less than:

$2,000,000 Each Claim

Notes:

(i) The policy shall expressly provide, but not be limited to, coverage for the following: the unauthorized use/access of a computer system; the defense of any regulatory action involving a breach of privacy; failure to protect confidential information (personal and commercial information) from disclosure; notification costs, whether or not required by statute; network security liability; defense costs; and privacy liability.

(ii) Such policy shall include "CLIENT and any and all subsidiaries, directors, officers, employees, and agents as their interest may appear" as an additional insured.

(iii) Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Client against Supplier, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

9.7 Approval. Contractor shall not commence work under this Agreement until it has forwarded to Authority, for review and approval, certificate(s) of the insurance required. Authority shall be given a minimum of 30 days' notice in the event of change or cancellation of any of the insurance required. The fact that Contractor has obtained the insurance required in this Agreement shall in no manner lessen nor affect Contractor's other obligations set forth in any provision of this Agreement.

The policies of insurance referenced above are not to contain any deductible or self-insured retention, as applicable to Authority as an additional insured. In the event the insurance policies purchased by Contractor pursuant to the above insurance requirements contain any deductible or self-insured retention provisions, Contractor shall provide Authority with disclosure of said deductible or self-insurance retention prior to execution of the Agreement, which will be subject to Authority approval. If Authority approves any insurance policy that includes a deductible or self-insured retention, Contractor shall be responsible for payment of any and all deductibles or self-insured retentions, whether owing from the named insured or Authority as an additional insured, applicable to the policies of insurance referenced above.

9.8 Certificate Holder.
Port Authority of Allegheny County, 345 Sixth Avenue, Pittsburgh, PA 15222

9.9 Indemnification. The Contractor agrees, on behalf of itself and its employees, agents, consultants, subcontractors, successors and assigns, that it shall defend any and all suits, actions or claims brought against Authority, or against Allegheny County, the Commonwealth of Pennsylvania and all other government agencies and entities as identified in the Agreement (hereinafter collectively the "Government"), and their respective officers, directors, agents and employees for or on account of any injuries or damages alleged to have been caused, in whole or in part, by, through, or in connection with, the performance of the Contract Services, whether due to the use of defective materials or defective workmanship or on account of any act, omission, or negligence of the Contractor, its employees, its Subcontractors or its Suppliers; and shall indemnify and hold harmless Authority and the Government from and against all loss, cost, damage and expense (including reasonable attorney's fees) caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of the Contractor, its employees, its Subcontractors or its Suppliers, in the performance of the Contract Services; and shall pay, liquidate and discharge any and all valid claims and demands for injuries to persons and damage to property caused by, or in any manner arising out of, in whole or in part, the performance of the Contract Services. This indemnification provision further applies to any claims brought by any employee of the Contractor, or by an employee of a subcontractor of Contractor, against Authority and/or the

Government, and their respective officers, directors, agents and employees, and Contractor expressly waives protections afforded under the Pennsylvania Workers' Compensation Act, only as is necessary to comply with its responsibilities under this indemnity provision.

10. Termination or Suspension

10.1 Suspension by Authority. Upon written notice to Contractor, Authority may temporarily suspend, in whole or in part, this Agreement and performance hereunder for any one or more periods, not to exceed 90 days each, during which period or periods this Agreement shall remain in effect. After receipt of notice of suspension, Contractor shall take all reasonable steps to minimize incurring further costs or expenses. Authority shall be obligated to pay Contractor the compensation it has earned under Section 6 up to the date of suspension and to pay any minimum and reasonable costs and expenses agreed to by the parties in writing that may be required to permit Contractor to maintain any services in standby condition so that such Contract Services hereunder may be resumed if conditions so warrant, in the sole discretion of Authority. In the event the suspension of such Contract Services exceeds 90 days and results in changed conditions or circumstances affecting the performance of Contract Services to be provided hereunder, the parties hereto agree to negotiate in good faith an equitable adjustment and/or of the affected provisions of this Agreement.

10.2 Termination for Convenience by Authority. Authority may terminate this Agreement, in whole or in part, for its convenience at any time by giving at least ten (10) days' written notice to Contractor of such termination and specifying the effective date thereof.

10.3 Payment Upon Termination for Convenience. If this Agreement is terminated for the convenience of Authority, as provided in Section 10.2, Contractor shall be paid in accordance with Section 6 for its allowable costs incurred through the effective date of termination, less payments of compensation previously made. Contractor shall also be paid that portion of the Contractor's compensation earned to the date of termination. Further, Contractor shall be reimbursed for the actual eligible costs, not otherwise reimbursed under this Agreement, incurred by Contractor to implement the termination, to the extent allowable pursuant to 48 C.F.R., Part 31.

10.4 Termination by Authority for Default. Authority may terminate this Agreement, in whole or in part, because of (i) the failure of Contractor to fulfill or properly perform its obligations under this Agreement, (ii) the filing by Contractor of a voluntary petition in bankruptcy, (iii) the filing against Contractor of an involuntary petition in bankruptcy which is not dismissed within 30 days of the filing thereof, (iv) the Contractor becomes insolvent or makes a transfer in fraud of creditors, or (v) the judicial appointment of a receiver for substantially all of Contractor's assets. Authority shall terminate by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of the termination. In the event Authority terminates this Agreement as result of a default by Contractor and it is subsequently determined that Contractor was not in default, this Agreement shall be deemed treated as though terminated for Authority's convenience.

10.5 Payment Upon Termination for Default. If this Agreement is terminated for default, as provided herein, Contractor shall promptly submit its termination claim to Authority and Authority shall determine, in its sole discretion, the Contractor's compensation, if any, to be paid Contractor in proportion to the value, if any, of work performed up to the time of termination.

10.6 Contractor's Obligations Upon Termination. Upon receipt of the notice of termination, Contractor shall immediately (1) discontinue those Contract Services affected (unless the notice directs

otherwise), and (2) deliver to Authority all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated or prepared in performing the affected Contract Services, whether completed or in process. In the event of termination for any reason, all finished or unfinished documents and other materials shall immediately become the property of Authority.

10.7 No Waiver of Remedies for any Breach. In the event that Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by Authority shall not limit Authority's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

11. Changes to the Contract Services or the Scope of Services

11.1 Changes. Authority, from time to time and in writing to Contractor, may request changes in the Contract Services to be performed hereunder or other changes not elsewhere described or provided for in this Agreement. Upon any such request by Authority, Contractor shall have a period of five business days (or such longer period as the parties may mutually agree is appropriate under the circumstances) in which to notify Authority that such changes are not possible, together with a reasonably detailed explanation of Contractor's assessment. If Authority disagrees with such assessment by Contractor, the matter shall be subject to resolution in accordance with the provisions of Section 12 herein as though the Project Managers had been unable to resolve the dispute. If Authority agrees with Contractor's assessment, Authority's request for such changes shall be deemed to be withdrawn by Authority. If Contractor does not timely deliver such notice to Authority, the applicable changes requested by Authority shall be deemed to be possible.

11.2 Adjustments. If Authority determines that any change set forth in a Change Order causes a compensable increase or decrease in the Contractor's cost of, or time required for performance of, the Contract Services, an adjustment, through a Change Order, will be made to the Agreement.

11.3 No Allowance or Recovery. No allowance shall be made, or recovery be allowed, to Contractor, and Authority shall have no obligation to pay, for the loss by Contractor of anticipated profit, incidental, special or consequential damages, or overhead recovery on or for any portion of the Contract Services not performed by reason of a change

12. Dispute Resolution

12.1 Dispute Resolution by the Parties. Any and all disputes regarding either party's performance of its obligations under this Agreement are to be resolved by the Project Managers who shall each be responsible for apprising the appropriate persons within their respective organizations of any such dispute and the progress, if any, made toward its resolution. Notwithstanding the foregoing, if any dispute hereunder remains unresolved for more than 10 days following the initial written notice from one Project Manager to the other, either Project Manager may cause, by written notice to the other (such written notice to include a detailed description, including supporting documentation, of the claim from which the dispute arises), such dispute to be referred to the Authority's Contracting Officer (in each case Authority's Chief Human Resources Officer, and in the absence of the same Authority's Chief Executive Officer) and to the _____ of Contractor. If, 10 days after such referral to such designated representatives, the dispute remains unresolved, either such designated representative may cause the dispute to be referred to the Chief Executive Officer of Authority and to the _____ of Contractor.

12.2 Disputes. Disputes arising in the performance of this Agreement which are not resolved within 10 days by the Chief Executive Officer of Authority and the _____ of Contractor shall be decided in writing by Authority's Contracting Officer. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Authority's Contracting Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Authority's Contracting Officer shall be binding upon the Contractor and the Contractor shall abide by, and perform in accordance with, such decision. Notwithstanding the foregoing, following completion of the process set forth above, nothing in Sections 12.1 or 12.2 shall be construed to limit or restrict either party's ability to seek relief in accordance with Section 12.4 of this Agreement.

12.3 Performance During Dispute. Unless otherwise directed by Authority, Contractor shall continue performance under this Agreement, including any decision rendered by the Contracting Officer in accordance with Section 12.2 above, while matters in dispute are being resolved.

12.4 Remedies. Unless this Agreement expressly provides otherwise, and after compliance with the requirements of Sections 12.1 and 12.2 above, all claims, counterclaims, disputes and other matters in question between Authority and the Contractor arising out of or relating to this Agreement or its breach shall be commenced in the applicable court as set forth in Section 31 of this Agreement.

12.5 Waiver. No action or failure to act by Authority or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12.6 Acceptance of Service. Contractor shall maintain, during the duration of this Agreement, and for four (4) years after the completion thereof, an agent in Allegheny County, Pennsylvania authorized to accept notice and service of process on behalf of Contractor. Contractor shall advise Authority, in writing, of the name of its agent and any changes made thereto.

13. Non-discrimination

In connection with the performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, disability or national origin and shall comply with the Commonwealth of Pennsylvania Nondiscrimination Clause attached hereto and made a part hereof as Attachment A. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, age, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14. Equal Employment Opportunity

Contractor shall comply and shall assure the compliance by its subcontractors under this Agreement with all the Equal Employment Opportunity requirements as follows:

14.1 General. In accordance with, Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, Contractor shall comply with all applicable equal employment opportunity requirements of U.S.

Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract Services.

14.2 Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against present and prospective employees for reason of age.

14.3 Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,' 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

14.4 Sex. In accordance with Title IX, as amended, 20 U.S.C. §§ 1681, *et seq*., Contractor shall not discriminate based on sex.

15. Diverse Business Utilization Requirements

It is the policy of Authority that Diverse Businesses ("DB") shall have the maximum opportunity to participate in the performance of contracts and subcontracts, and the Contractor, on behalf of itself and its subcontractors, agrees to make a good faith effort to ensure that properly certified DBs, as defined in 74 Pa. C.S. §303, shall have the maximum opportunity to participate in the performance of contracts and subcontracts provided under or for this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that DBs have the maximum opportunity to compete for and perform contracts and subcontracts and shall document in good faith, and to Authority's satisfaction, all efforts to solicit contracts and subcontracts from DBs.

The Contractor and its subcontractors shall not discriminate on the basis of race, color, religion, creed, age, disability, national origin, sexual origin, gender identity or status as a parent in the performance of this Agreement. Failure by the Contractor or its Subcontractors to carry out these requirements is a breach of the Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate. The Contractor hereby further represents, certifies and affirmatively assures Authority that it shall include, or caused to be included, the foregoing language in section 15 in all subcontracts, of any tier, for the Contract Services.

15.1 Contractor Records and Reports. To ensure that all obligations under contracts awarded to DBs are met, Authority shall review the Contractor's DB involvement efforts during the performance of the Agreement which may include, among other thing, evidence of invoice made to DB. The Contractor, as part of its invoice submittals, shall report on the status of the DB involvement on the Agreement using the DB Utilization Report form provided by the Authority. Also, the Contractor shall immediately bring to the attention of Authority any situation in which regularly scheduled progress payments are not made to DB subcontractors.

The development of a comprehensive monitoring system enables Authority to assess progress in achieving DB utilization, determine the priorities for allocating Authority Staff time, and identify problem

areas in a timely fashion. In order to carry out this monitoring, a record-keeping system should be developed which will identify and assess the Contractor's progress in utilizing DBs. Specifically, the Contractor shall maintain records showing:

a) Procedures which have been adopted to comply with the requirements of the DB program , including but not limited to:

   (1) Affirmative action techniques;
   (2) Technical assistance efforts and referrals;
   (3) Communication programs; and
   (4) Copies of all relevant correspondence, minutes of meetings, and lists of attendees at conferences and workshops.

b) Awards to DB firms, including at a minimum:

   (1) Names of DB subcontractors;
   (2) Nature of work; and
   (3) Total value of the subcontract.

c) Specific efforts to identify and award contracts to DBs, including but not limited to:

   (1) Number and identity of DB contacted and invited to submit a proposal by agreement; and
   (2) Number and identity of DBs responding by agreement.

15.2 **Penalties.** During the performance of the Agreement and for a period of up to three (3) years following completion of the Contract Services, Authority may conduct reviews for compliance with the requirements of the DB program. Such reviews may include the evaluation of the Contractor's reports, desk audits and site visitations. Where the Contractor is found to be in non-compliance with the requirements of the DB Program during performance of the Agreement, it will be required to take corrective action. If corrective action is not promptly taken by the Contractor, the following sanctions may be instituted (singularly, in any combination and in addition to any other remedies provided by law):

1. Authority may withhold further payments under the Agreement;
2. The Contractor may be ordered to stop work without Authority being responsible for any resulting damages, costs or delays;
3. The Agreement may be terminated;
4. Suspension or debarment proceedings may be commenced.

16. No Conflicts of Interest/ Officials Not to Benefit

Contractor hereby certifies that no member, official or employee of Authority, the Commonwealth of Pennsylvania, the County of Allegheny, or of any local public body has, or during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor hereby further certifies that no member, officer, employee or agent of Authority has either solicited or accepted gratuities, favors or anything of monetary value from Contractor.

17. Assignment

Contractor shall not voluntarily, involuntarily or by operation of law, assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), except as provided herein, without, in each instance, the prior written consent of Authority. Notwithstanding the foregoing, claims for money due or to become due to Contractor from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without such approval, but shall be subject to any claims Authority may have against Contractor. Notice of any such assignment or transfer shall be promptly furnished in writing to Authority.

18. Subcontracting

Except as otherwise set forth herein, Contractor may not subcontract the Contract Services or any portion thereof to any third party without, in each instance, the prior written approval by Authority of the proposed subcontractor, which approval shall not unreasonably be withheld.

If the amount of a proposed lower tier Covered Transaction (2 C.F.R. Part 180) for the Contract Services equals or exceeds $25,000.00, the Contractor shall independently verify the debarment status of each person with which it proposes to enter into such a transaction. The Contractor shall also verify the debarment status of each such person by utilizing the current list of suspended and debarred contractors at "https://www.sam.gov." The Contractor's obligations pursuant to these provisions are ongoing and shall be performed from the Effective Date of the Agreement through the completion of all of the Contract Services. In order to fulfill these obligations, Contractor may require each such person to provide Contractor with an executed Certification of Proposed Subcontractor Regarding Debarment, Suspension and Other Responsibility Matters, in the form attached hereto as Attachment B. The eligibility of a proposed subcontractor to participate in the Agreement will be determined, in part, in accordance with applicable regulations.

The amount of work subcontracted by Contractor shall not aggregate more than 20 percent of all work hereunder, as measured in terms of cost to Authority, without prior written approval of Authority. Prior to Authority approval of any proposed subcontractor, Contractor shall provide Authority with the name of the proposed subcontractor, the tasks to be performed by the proposed subcontractor and the qualifications of the proposed subcontractor to perform the subcontracted work. Further, Contractor will include in such subcontracts the provisions or appropriate versions of Sections 13 through 32 of this Agreement. Contractor shall provide to Authority sufficient evidence of inclusion of said provisions in its subcontractor agreements.

Contractor hereby represents, warrants and covenants to Authority that all work performed by any subcontractor of Contractor on behalf of Contractor under this Agreement shall be in accordance with the terms and conditions of this Agreement.

Contractor will certify compliance with its obligations under this Section 18 upon submission of a Subcontractor Utilization Form as attached hereto as Attachment C prior to or at the time of the Effective Date of this Agreement, and thereafter submitted prior to Authority's approval of any additional subcontractor.

19. Reserved.

20. No Unauthorized Disclosures

No reports, information, data or other materials given to, or prepared or assembled by, Contractor under this Agreement shall be made available to any individual or organization by Contractor without, in each instance, the prior written approval of Authority.

21. Materials and Work Product Created

21.1 No Copyrights. No materials or documents produced or provided, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. Authority shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, information, data or other materials or documents prepared under this Agreement.

21.2 Ownership of Work Products. All work products produced by, for or on behalf of Contractor pursuant to this Agreement shall be the sole property of Authority in perpetuity, and Contractor hereby forever assigns to Authority and its successors and assigns, and hereby agrees to cause any third parties producing any such work products for or on behalf of Contractor to forever assign to Authority and its successors and assigns, all of such assignor's worldwide right, title and interest in and to such work products and any related intellectual property rights related thereto, and in and to any and all renewals and extensions thereof, all of which shall be held and enjoyed by Authority, its successors and assigns as fully and entirely as the same would have been held and enjoyed by such assignor had the foregoing assignment or contemplated assignment not been made. Final payment by Authority to Contractor shall be withheld until all such work products are transferred to Authority by Contractor.

21.3 Definition of Work Products. Work products shall include, but not be limited to documents, field notes, records, computations, calculations, work sheets, sketches, drawings, specifications, cost estimates, laboratory data, test results, correspondence and all other products resulting from the work performed by the Contractor under this Agreement. Final payment by Authority to Contractor shall be withheld until such work products are transferred by Contractor to Authority at the completion or termination of the Contract Services.

21.4 Patents and Rights in Data. Contractor shall comply with the provisions of Attachment D, attached hereto and made a part hereof, relating to patent rights and rights in data.

21.5 Patent/Intellectual Property Indemnification. Contractor shall, at its sole cost and expense, defend, indemnify and hold harmless Authority, the Commonwealth of Pennsylvania, The County of Allegheny and any other agencies and entities as identified in this Agreement, and their respective officers, directors, agents and employees (hereinafter collectively referred to as “Indemnitees”), against all claims and proceedings based upon actual or alleged infringement or other misappropriation of any patent, copyright, or other intellectual property right or wrongful use of any trade secret or confidential information, and Contractor shall hold Indemnitees harmless from any resulting losses, liabilities, damages, costs and expenses including, without limitation, reasonable attorneys’ fees, arising from such claims. If an infringement, misappropriation, misuse or other violation of law or equity covered by the indemnity provided for herein is established by a court or administrative agency in a final decision from which no appeal is or can be taken, or if Authority is temporarily or permanently enjoined or otherwise legally estopped from using all or any portion of the Contractor’s products, equipment or services subject to this Agreement, Contractor shall be liable to Authority for any and all damages incurred by Authority resulting from the infringement, misappropriation, misuse of other violation of law or equity or from Authority being so enjoined or estopped, including (but not necessarily limited to) Authority’s

increased costs to solicit and enter into a new contract with another contractor to provide the subject products, equipment or services to Authority in a legal and non-infringing manner and Authority's attorneys' fees.

22. Inspection of Works

Contractor shall permit the authorized representatives of the Authority, the Commonwealth of Pennsylvania, and the County of Allegheny to inspect all work, materials, payrolls and other data and records and to audit the books, records and accounts of Contractor relating to its performance under this Agreement. Such records shall be retained by Contractor for a period of four years after completion of the Contract Services. Contractor shall cause or provide free access to the duly authorized representatives of Authority at all reasonable times to such books and records and the right to examine and audit the same and to make such transcripts therefrom and copies thereof as may be necessary to allow inspection of all work, data, documents, proceedings and activities.

23. Ownership of Purchased Property

Contractor shall immediately transfer to Authority good and marketable title in and to all tangible personal property purchased by Contractor and paid for by Authority as part of the Contract Services. Contractor shall at all times maintain an inventory of, and be authorized to use, said tangible personal property for the Project until termination or expiration of the Agreement or such earlier time that Authority requests that Contractor return such property to Authority.

24. Reserved.

25. Compliance with Additional Laws and Regulations

In addition to those other laws and regulations referenced in this Agreement, Contractor shall comply with all applicable federal, state or local laws, regulations, policies and related administrative practices presently in effect, as well as any changes to these federal requirements which may become effective during the period of this Agreement. Without limiting the generality of the foregoing:

(i) Be responsible for its compliance with all applicable environmental law, regulations, standards, orders or requirements issued pursuant to federal, state or local statute, regulation or ordinance;

(ii) Comply with the Pennsylvania "Steel Products Procurement Act (73 P.S. § 1881, *et seq*.). Accordingly, the Contractor shall use or supply and certify that only "steel products" as defined in the Steel Products Procurement Act are used in the performance of the Agreement or subcontracts to the Agreement, unless there is a written determination by Authority that no manufacturer in the United States produces such "steel products" in sufficient quantities to meet the requirements of the Agreement.

(iii) Contractor also agrees to include these requirements in each subcontract.

26. No Government Obligations to Third Parties

Authority and Contractor acknowledge and agree that, the Commonwealth of Pennsylvania and the County of Allegheny are not parties to this Agreement and shall not be subject to any obligations or

liabilities to Authority, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

Contractor shall include the above clause in each subcontract, and shall not modify the clause except to identify the subcontractor who will be subject to its provisions.

27. Use of Brokers Prohibited

Contractor warrants that it has not retained any company, firm or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. Upon any breach or violation of the foregoing warranty by Contractor, Authority shall have the right to annul this Agreement without liability and in addition to any other remedies that may then be available to Authority.

28. Notices

All notices and other communications provided for hereunder shall be in writing and hand-delivered, sent by United States certified or registered mail, return receipt requested, or by nationally recognized overnight courier service, addressed as follows:

To Authority: Port Authority of Allegheny County
345 Sixth Avenue, Third Floor
Pittsburgh, PA 15222-2527

Attention: _____

To Contractor: _____
_____
_____

Attention: _____

Any such notice to Authority shall refer to this Agreement. Any party hereto may change the address to which notices to it are to be sent by written notice given to the other persons listed in this Section. All notices shall, when mailed as aforesaid, be effective on the date indicated on the return receipt, and all notices given by other means shall be effective when received.

29. Binding and Beneficial Effect

This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns, but shall not inure to the benefit of any other third party or other person.

30. Acceptance of Service of Legal Process

Contractor shall maintain within the County of Allegheny, Pennsylvania, an agent to accept service of legal process on Contractor's behalf and shall keep Authority advised of such agent's name and address during the term of this Agreement and for a period of four years after the completion of Contract

Services.

31. Governing Law/Forum

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania as they may from time to time be in effect, without giving effect to any conflicts of law or choice of law provisions. Any suit or proceeding arising out of, relating to or mentioning this Agreement shall be commenced only in the state or federal court(s) maintaining jurisdiction in and over Pittsburgh, Allegheny County, Pennsylvania, and each party to this Agreement hereby consents to the jurisdiction and venue of such court.

Upon formalization of the Agreement, if any, all proposals submitted in response to the RFP may become "public records,: as defined by the Pennsylvania "Right-to-Know Law," 65 P.S. §§ 67.101 *et seq.* Subject to the specific exceptions under the Right-to-Know Law, Authority is required to make available, if required in accordance with the Law, all "public records."

32. Verification of Employees.

Contractor shall fully and timely comply with all applicable requirements of the Pennsylvania Public Works Employment Verification Act (S.B. 637, Session 2011) (hereinafter in this Section the "Act"), and any and all regulations promulgated in regard to the Act, including, but not limited to, verifying the employment eligibility of each new employee utilizing U.S. Department of Homeland Security's E-Verify Program. Furthermore, prior to a subcontractor, at any tier, commencing performance of any portion of the Contract Services, Contractor shall ensure and require that each subcontractor has and does fully and timely comply with the Act and all regulations promulgated thereunder.

Upon Authority's request, Contractor shall, and shall require of its subcontractors to, provide Authority with a written representation that their employees and employment practices are compliant with all applicable federal, state and local laws, including, but not limited to, in compliance with the "I-9" requirements, 8 U.S.C. §§ 1324, *et seq.*, and shall provide Authority with all documents and information necessary to support any such representation or information, including copies of I-9s for all employees assigned to , or performing any portion of, the Contract Services.

Contractor shall include these requirements, or require these requirements to be included, in each subcontract at any tier.

33. Independent Contractor

Contractor shall perform its duties hereunder as an independent contractor, and nothing herein shall be construed to create a relationship of employer/employee, principal/agent or any joint venture between Authority and Contractor or its subcontractors.

34. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, representations, commitments and writings, whether oral or written.

35. Amendments and Waivers

Except as otherwise set forth herein, this Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written agreement duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Agreement as of the day and year first above written.

ATTEST: PORT AUTHORITY OF ALLEGHENY COUNTY

_____ _____
Signature of Authorized Official

_____
Typed Name of Authorized Official

_____
Typed Title of Authorized Official

(CORPORATE SEAL)

ATTEST: [CONTRACTOR]

_____ _____
Signature of Authorized Official

_____
Typed Name of Authorized Official

_____
Typed Title of Authorized Official

(CORPORATE SEAL)

Schedules and Attachments

Schedule	Description
2	Scope of Services
4.3	Key Personnel
6.1	Summary of Costs

Attachment	
A	Commonwealth of Pennsylvania Nondiscrimination Clause
B	Certification of Proposed Subcontractor Regarding Debarment
C	Subcontractor Utilization Form
D	Patents and Rights in Data

EXHIBIT 1

AGREEMENT
NO. R18-04

BETWEEN

PORT AUTHORITY OF ALLEGHENY COUNTY

AND

[CONTRACTOR]

_____ , 20__

Table of Contents

Page

1. Interpretation of Documents/Incorporation of Recitals ---------- 1
   - 1.1 Recitals ---------- 1
   - 1.2 References ---------- 1
   - 1.3 Interpretation of Documents ---------- 2

2. Engagement of Contractor ---------- 2

3. Contractor's Performance ---------- 2
   - 3.1 Capability ---------- 2
   - 3.2 Nature of the Contract Services ---------- 2
   - 3.3 Guidelines ---------- 2
   - 3.4 Efforts ---------- 2

4. Personnel ---------- 2
   - 4.1 Contractor's Obligation to Secure ---------- 2
   - 4.2 Contractor's Obligation to Supervise ---------- 3
   - 4.3 Key Personnel ---------- 3
   - 4.4 Removal of Personnel ---------- 3
   - 4.5 Dedication of Key Personnel ---------- 3
   - 4.6 Additions to Key Personnel ---------- 4

5. Term ---------- 4
   - 5.1 Term ---------- 4
   - 5.2 Requirement for Timely Performance ---------- 4
   - 5.3 Force Majeure ---------- 4
   - 5.4 Access to Property ---------- 5

6. Compensation ---------- 5
   - 6.1 Compensation of Contractor ---------- 5
   - 6.2 Allocation ---------- 5
   - 6.3 Eligibility of Costs ---------- 5
   - 6.4 Submission of Invoices ---------- 5
   - 6.5 Payment Obligations of Authority and Contractor ---------- 5
   - 6.6 Taxes ---------- 6
   - 6.7 Complete Payment ---------- 6
   - 6.8 Compensation Schedule ---------- 6

7. Progress Reports ---------- 6

8. Contract Work Hours and Safety Standards ---------- 6

9. Insurance ---------- 7
   - 9.1 General ---------- 7
   - 9.2 Worker's Compensation and Employer's Liability ---------- 7

Page

9.3 Commercial General Liability ---- 7
9.4 Business Automobile Liability ---- 8
9.5 Professional Liability ---- 8
9.6 Privacy and Network Security ---- 8
9.7 Approval ---- 9
9.8 Certificate Holder ---- 9
9.9 Indemnification ---- 9

10. Termination or Suspension ---- 10
10.1 Suspension by Authority ---- 10
10.2 Termination for Convenience by Authority ---- 10
10.3 Payment Upon Termination for Convenience ---- 10
10.4 Termination by Authority for Default ---- 10
10.5 Payment Upon Termination for Default ---- 10
10.6 Contractor's Obligations Upon Termination ---- 10
10.7 No Waiver of Remedies for any Breach ---- 11

11. Changes to the Contract Services or the Scope of Services ---- 11
11.1 Changes ---- 11
11.2 Adjustments ---- 11
11.3 No Allowance or Recovery ---- 11

12. Dispute Resolution ---- 11
12.1 Dispute Resolution by the Parties ---- 11
12.2 Disputes ---- 12
12.3 Performance During Dispute ---- 12
12.4 Remedies ---- 12
12.5 Waiver ---- 12
12.6 Acceptance of Service ---- 12

13. Non-discrimination ---- 12

14. Equal Employment Opportunity ---- 12
14.1 General ---- 12
14.2 Age ---- 13
14.3 Disabilities ---- 13
14.4 Sex ---- 13

15. Diverse Business Utilization Requirements ---- 13
15.1 Contractor Records and Reports ---- 13
15.2 Penalties ---- 14

16. No Conflicts of Interest/ Officials Not to Benefit ---- 14

17. Assignment ---- 15

18. Subcontracting ---- 15

19. Reserved ---------- 15

20. No Unauthorized Disclosures ---------- 16

21. Materials and Work Product Created ---------- 16
21.1 No Copyrights ---------- 16
21.2 Ownership of Work Products ---------- 16
21.3 Definition of Work Products ---------- 16
21.4 Patents and Rights in Data ---------- 16
21.5 Patent/Intellectual Property Indemnification ---------- 16

22. Inspection of Works ---------- 17

23. Ownership of Purchased Property ---------- 17

24. Reserved ---------- 17

25. Compliance with Additional Laws and Regulations ---------- 17

26. No Government Obligations to Third Parties ---------- 17

27. Use of Brokers Prohibited ---------- 18

28. Notices ---------- 18

29. Binding and Beneficial Effect ---------- 18

30. Acceptance of Service of Legal Process ---------- 18

31. Governing Law/ Forum ---------- 19

32. Verification of Employees ---------- 19

33. Independent Contractor ---------- 19

34. Entire Agreement ---------- 19

35. Amendments and Waivers ---------- 20

Schedules:

2 Scope of Services
4.3 Key Personnel
6.1 Summary of Costs

Attachments:

A Commonwealth of Pennsylvania Nondiscrimination Clause
B Certification of Proposed Subcontractor Regarding Debarment
C Subcontractor Utilization Form
D Patents and Rights in Data