

Office of Administration
Department of Military and Veterans Affairs
COMMONWEALTH OF PENNSYLVANIA

Building P-O-47 Fort Indiantown Gap
Annville, PA 17003-5002

July 18, 2008

Project Number: C-42D00-08-011

Project Description: New Military Equipment Parking Area

Bid Opening Date and Time: Tuesday, August 26, 2008 at 2:00 PM

Purchasing Agent: Brenda Lower

The Department of Military and Veterans Affairs invites you to bid on the enclosed Invitation for Bid for a new military equipment parking area at PA National Guard Armory, Box 510, RD 1 Route 664, Lock Haven, PA 17745.

This Invitation for Bid is comprised of the following documents:

1. Invitation for Bid (IFB) and Contract Proposal
2. Payment Schedule
3. Contractor Information Sheet
4. Bid Bond
5. Site Visit Form
6. Non-Collusion Affidavit
7. Reciprocal Limitation
8. Bidding Preference for Products with Recycled Post Consumer Material (GSURP 95)
9. MBE/WBE Subcontractor and Supplier Form
10. Contract Compliance Plan
11. Nondiscrimination/Sexual Harassment Clause
12. Wage Scales
13. Scope of Work
14. General Terms and Conditions

General Conditions & Standard Purchase Order Terms & Conditions can also be reviewed on the DGS website (www.dgs.state.pa.us). If you do not have access to this website, please contact us and we will provide you a copy of these documents.

Please ensure that you have reviewed and read the documents listed above. Complete the following documents/forms and return them with your bid (**typed or completed in ink, bids that are priced or signed in pencil will be rejected**):

1. The IFB and Contract Proposal. Please include your Federal Identification Number.
Remember to sign your bid. Bids that are not signed will be rejected.
2. Payment Schedule
3. Bid Security (required if your bid submission exceeds \$10,000.00 and must be at least 5% of the bid amount)

Excepted forms of security:

The Department of Military and Veterans Affairs is an Equal Opportunity Employer

July 18, 2008

Cashier's Check
Certified Check
Treasurer's Check
Bid Bond - provided by this Department
Certificate of Deposit
Irrevocable Letter of Credit
Personal Checks will **NOT** be accepted.

4. Site Visitation Form (signed by a proposer & DMVA representative) A site visit is mandatory. A site visit will be conducted on Monday, August 11, 2008 at 10:30 AM. Please contact Brenda Lower at 717-861-2118 to confirm your attendance.
5. Non-Collusion Affidavit
6. Reciprocal Limitation
7. Bidding Preference for Products with Recycled Postconsumer Material (This form is required only if you are seeking a bidding preference.)
8. MBE/WBE Subcontractor and Supplier Form

Failure to complete and return these items may result in the rejection of your bid. Return all completed documents by Tuesday, August 26, 2008 at 2:00 PM.

Return bids to:
Department of Military & Veterans Affairs
Office of Administration – Procurement & Contracting
Room 104, Building 0-47
Fort Indiantown Gap
Anville, PA 17003-5002.

If a bid is not received by the Department by the bid opening date and time the Department will not consider the bid for award. The Commonwealth reserves the right to reject any and all bids, to waive technical defects or any informality in bids, and to accept or reject any part of any bid if the best interests of the Commonwealth are thereby served.

It is anticipated that work for this project will be completed by 10 months from Notice to Proceed.

Successful bidders will be required to comply with the Steel Products Procurement Act of March 3, 1978.

If you have any questions, please call Brenda Lower at (717) 861-2118.

Sincerely,



Mandy L. Kroh
Director, Procurement & Contracting

Enclosures

cc: File D. Foreman Facility FCMM
M. Kroh L. Felty J. Walters

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF MILITARY & VETERANS' AFFAIRS
FORT INDIANTOWN GAP, ANNVILLE, PA 17003-5002

INVITATION FOR BIDS AND CONTRACT PROPOSAL

PROJECT AND LOCATION: New Military Equipment Parking Area at PA National Guard Armory, Box 510, RD 1 Route 664, Lock Haven, PA 17745

PROJECT NUMBER: C-42D00-08-011

NAME OF BIDDER: _____ FEDERAL ID OR SSN: _____

DATE AND TIME OF BID OPENING: Tuesday, August 26, 2008 at 2:00 PM
(Prevailing Time)

PLACE OF BID OPENING: **Room 104, Building 0-47, Fort Indiantown Gap**

The Commonwealth of Pennsylvania, acting by and through the Department of Military & Veterans' Affairs, hereby solicits sealed written bids for the project described above. Bids should be submitted on this form. Bids will be opened at the place and on the date and time specified. Late bids will not be considered.

Bidders shall bid on the project in conformity with the instructions and terms on the reverse hereof, the specifications attached hereto and with the general and special contract conditions that are made part of this invitation and hereby incorporated by reference in the contract. Bidders are expected to visit the site and to satisfy themselves as to the nature and location of the work specified, the conformation of the ground, the soil and other conditions, and the nature, character, quantity and quality of the labor and materials that will be required to complete this project.

COMPLETION DATE: 10 Months from Notice to Proceed

WHEREFORE, the Bidder hereby proposes to furnish and deliver all materials, water, tools, equipment, light, power, tests, and transportation and secure all permits and licenses and to do and perform all labor, management and means of construction, pay all fees and to do all incidental work, and to execute, construct and finish in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications and terms and conditions hereof; to the satisfaction of the Department of Military & Veterans' Affairs all for the price of:

BASE BID: The lump sum of (\$ _____) _____
(numbers) (words)
DOLLARS

SIGNATURES

*When the Bidder is an individual: _____
(Bidder's Signature)

*When the Bidder is a partnership:

(Partner's Signature) _____
(Partner's Signature) _____
(Partner's Signature) _____
(Partner's Signature) _____

**When the Bidder is a corporation:
(Corporate Seal)

(Signature of Secretary or Treasurer) _____
(Signature of President or Vice-President)

(Title)

ADDITIONAL TERMS, CONDITIONS AND BULLETIN INFORMATION

BULLETINS: The Bidder acknowledges receipt of the following listed Bulletins which were issued during the bidding period and agrees that these Bulletins shall become a part of this contract. Bidder shall list the number and date of the Bulletins received. If no Bulletins were received, leave blank.

Flyer# _____ dated _____ Bulletin# _____ dated _____

Flyer# _____ dated _____ Bulletin# _____ dated _____

*The _____ is an individual or partnership trading under a fictitious or assumed name and has (has not) registered under the Fictitious Name Act of Pennsylvania, namely the Act of May 25, 1945, P.L. 967.

**The _____ is a corporation organized and existing under the laws of _____ and has (has not) been granted a certificate of authority to do business in Pennsylvania, as required by the Business Corporation Law, approved May 5, 1933. P.L. 364, as amended.

PROPOSAL GUARANTY: a. In order to be considered, this bid must be accompanied by a signed proposal guaranty (bid bond, certified check, cashier's check, treasurer's check) payable to the order of the Department of Military & Veterans' Affairs in an amount not less than five percent (5%) of the total amount of the bid herewith submitted. Bid bond shall be submitted on forms provided by the Department.

b. Forfeiture. The proposal guaranty of a successful bidder shall be forfeited to the Department if the bidder shall fail to execute and return all contract documents (including bonds where applicable) to the Department within ten days after being notified of award of the contract.

c. Retention and disposition. The proposal guaranties of the two apparent low bidders shall be retained by the Department until the successful bidder shall return the fully executed contract documents. The proposal guaranties of the other bidders shall be returned promptly after bid opening after the Department has reviewed all bids for responsiveness and bidder responsibility and qualifications. The proposal guaranties of the bidders shall be retained for no more than 45 days after bid opening without the permission of the bidders.

PERFORMANCE/PAYMENT BONDS: Performance Bonds must be submitted with the contract. Performance Bonds are not submitted with the bids but they do constitute all element of cost that bidders must consider in determining their bid price.

INSURANCE: The successful bidder must submit a Builder's Risk Policy to cover fire and extended coverage in an amount equal to at least the contract price, less uninsurable items such as excavations, roads and walks. In addition all contractors must comply with insurance requirements set forth in the General Conditions.

RESERVED RIGHTS: The Department reserves the right to reject any and all bids and to waive minor informalities, defects and irregularities in the best interest of the Commonwealth.

BIDDERS MUST SIGN THIS CERTIFICATE

The undersigned, hereby certifies as follows:

1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, collusion, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder of offeror or with any competitor.
2. The prices in this bid or proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, or in the case of bids set forth on letterhead stationery of the bidder, prior to notice of award, directly or indirectly to any other bidder or offeror or any competitor.
3. The bidder has made, and will make no attempt to induce any other period or firm to submit or not to submit a bid on this project for the purpose of restricting competition.
4. The bidder has not paid any person or firm any money of other valuable consideration for purpose of securing this contract and further that the bidder has not paid any employee of the Commonwealth of Pennsylvania, the Department of Military & Veterans' Affairs or the State Armory Board any money or other valuable consideration for purposes of securing this contract, or obtaining any information that would assist the bidder in securing this contract.
5. The bidder is not an employee of the Department of Military & Veterans' Affairs and the bidder does not employ employees of the Commonwealth of Pennsylvania whose employment would violate the State Adverse Interest Act of 1957, P.L. 1017, as amended, 71 P.S. & 776.1

The undersigned hereby certifies that the foregoing is true and correct and understands that any false certification is punishable as a violation of Section 90 of the Pennsylvania Crimes Code, 18 Pa. C.S. & 4904.

Signature

Phone Number

**Pennsylvania Department of Military and Veterans Affairs
Bureau of Facilities and Engineering**

**PA Army National Guard Readiness Center
Box 510, RD 1 Route 664
Lock Haven, PA 17745**

**Design-Build of Military Equipment Parking Area
Project # C-42D00-08-011**

PAYMENT SCHEDULE

Item #	Design "D" or Const. "C"	Item Description	Unit	Cost \$
1	D	Site Assesment - Geotechnical survey/report	Lump Sum	
2	D	Approved Concept Design Submission	Lump Sum	
3	D	Approved 65% Design Submission	Lump Sum	
4	D	Approved Final Design Submission	Lump Sum	
5	C	Construction Mobilization	Lump Sum	
6	C	Erosion & Sedminentation Control Features	Lump Sum	
7	C	Demo and remove existing asphalt and fence	Lump Sum	
8	C	Rough Grading	Lump Sum	
9	C	Storm-water management features	Lump Sum	
10	C	Parking Area - Fine grading and compacting sub-grade and sub-base, placing bituminous concrete and submission of compaction test reports	Lump Sum	
11	C	Complete installation of Chain Link Fencing	Lump Sum	
12	C	Fine Grade and Seeding	Lump Sum	
13	D/C	Permit closeout and As-built drawing submission	Lump Sum	
			*TOTAL	

*Forward this amount to the bid document

1. The contractor will provide a total cost for each of the above line items. The contractor will be paid, for each line item, upon 100% completion of that line item. A line item is not considered 100% complete until the contractor has provided and/or completed all submittals, materials, labor and installations for that line item and the government assigned representative has signed off confirming the completion. (See General Conditions for Billing procedures and periods.)

CONTRACTOR INFORMATION SHEET

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PERSON: _____

SIGNATURE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

Commonwealth of Pennsylvania
Dept. of Military & Veterans Affairs

Bond No. _____

Amount \$ _____

BID BOND
(Please Complete All Blanks)

KNOW ALL MEN BY THESE PRESENTES, that we, _____

(hereinafter called the "Principal") as Principal and _____

a corporation duly organized under the laws of the State of _____
(hereinafter called the "Surety") as Surety, are held and firmly bound unto The Department of Military & Veterans Affairs, Fort Indiantown Gap, PA (hereinafter called the "Obligee"), in the sum of _____

(\$ _____) Dollars for the payment of which sum, well and truly to be made, we, the said Principal, and the said Surety, bind ourselves, our heirs, our administrators, successors, and assigns, jointly and severally firmly by these presents.
Sealed with our seals and dated this _____ day of _____ A.D.

Two Thousand and _____

WHEREAS, the Principal has submitted a bid upon Contract No. _____

for _____

NOW, THEREFORE, the conditions of these obligations are such that if the Principal shall not withdraw its bid prior to the expiration of the award period after the opening of the bids; and shall comply with all requirements set forth in the Invitation for bid and contract proposal and the "Instructions to Bidders"; and if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with Surety acceptable to the Obligee, covering the faithful performance of the said contract, payment of claims for labor, material, and equipment rental, and the remedy of defective workmanship or material for one year after the date of completion, all of which shall be supplied on the forms as specified by said Obligee; or if the Principal shall fail to do so, pay to the Obligee the lesser of the following amounts: 1) the amount of this bond as hereinabove set forth, or 2) the difference between the amount specified in the Principal's bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be void; otherwise to remain in full force and effect.

WITNESS (OR ATTEST IF A CORPORATION)

PRINCIPAL

(CORPORATE SEAL)

SURETY

Attorney-in-Fact

Reverse

INSTRUCTIONS ON BID BOND

If Bid Bond is submitted, it must be submitted upon the attached form. If the principal is a corporation, the President or Vice-President and the Secretary or Treasurer of the Corporation should sign; if a partnership, the partners should sign; if an individual, the individual should sign.

The Surety should attach to the Bid Bond a Power-of-Authority, which should be dated, showing that the person signing the Bid Bond for the Surety has authority to do so.

SITE VISITATION

Project Number: Project C-42D00-08-011 – New Military Equipment Parking Area
Location: PA National Guard Armory, Box 510, RD 1 Route 664, Lock Haven, PA
17745

It will be necessary for any prospective bidder to visit the site in order to familiarize him/herself with the type of project he/she is bidding on. No bid will be accepted unless this site visitation form has been signed by a DMVA Facility representative and Company representative.

Company Name

Date

Authorized Company Representative

Date

DMVA Facility Representative

Title

Date

SITE VISIT IS MANDATORY. A VISIT WILL BE CONDUCTED MONDAY, AUGUST 11, 2008 AT 10:30 AM. PLEASE CONTACT BRENDA LOWER AT 717-861-2118 TO CONFIRM ATTENDANCE AT THE SITE VISIT.

NONCOLLUSION AFFIDAVIT

Contract/Requisition No. _____

State of _____:

County of _____: s.s.

I state that I am _____ of _____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____ its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the above representations are material and important, and will be relied on by _____ in awarding the contract(s)/ purchase order(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Purchasing Agency of the true facts relating to the submission of this bid.

(Signature)

(Signatory's Name)

(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____ 20____

Notary Public My Commission Expires _____

INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT

1. This Noncollusion Affidavit is material to any contract/purchase order awarded pursuant to this bid. According to *Section 4507 of Act 57 of May 15, 1998, 62 Pa. C. S. § 4507*, governmental agencies may require Noncollusion Affidavits to be submitted with bids.

2. This Noncollusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.

5. The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to submit an affidavit with the bid proposal in compliance with these instructions may result in disqualification of the bid.

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I. REQUIREMENTS

A. The Reciprocal Limitations Act requires the **Commonwealth** to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

STATE	PREFERENCE
1. Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2. Arizona	5% (construction materials produced or manufactured in the state only)
3. Hawaii	10%
4. Illinois	10% for coal only
5. Iowa	5% for coal only
6. Louisiana	4% meat and meat products
	4% catfish
	10% milk & dairy products
	10% steel rolled in Louisiana
	7% all other products
7. Montana	5% for residents *
	3% for non-residents*
	*offering in-state goods, supplies, equipment and materials
8. New Mexico	5%
9. New York	3% for purchase of food only
10. Oklahoma	5%
11. Virginia	4% for coal only
12. Washington	5% (fuels mined or produced in the state only)
13. Wyoming	5%

B. The Reciprocal Limitations Act requires the **Commonwealth** to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

STATE	PREFERENCE
1. Hawaii	15%
2. Idaho	10%
3. Louisiana	3%
4. Montana	8%
5. New Mexico	5%
6. Wyoming	10%

C. The Reciprocal Limitations Act, also requires the **Commonwealth** to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

STATE	PREFERENCE
1. Alaska	5%(supplies only)
2. Arizona	5%(construction materials from Arizona resident dealers only)
3. California	5%(for supply contracts only in excess of \$100,000.00)

- | | |
|-------------------|---|
| 4. Connecticut | 10%(for supplies only) |
| 5. Montana | 3% |
| 6. New Mexico | 5%(for supplies only) |
| 7. South Carolina | 2%(under \$2,500,000.00)
1%(over \$2,500,000.00) |
| | This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000. |
| 8. West Virginia | 2.5%(for the construction, repair or improvement of any buildings) |
| 9. Wyoming | 5% |

D. The Reciprocal Limitations Act also requires the **Commonwealth** not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

STATE	PROHIBITION
-------	-------------

- | | | |
|----|--------------|--|
| 1. | Alabama | Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . ./and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . ./and other appellate courts/ |
| 2. | Georgia | Forest products only |
| 3. | Indiana | Coal |
| 4. | Michigan | Printing |
| 5. | New Jersey | For legislative printing and bidders for all of the following items:*
automotive parts, farm machinery, stainless steel tableware, kitchen small wares, major household appliances, chain link fence, portable sanitation units, glass, glazier supplies, storage batteries, spark plugs and filters, automotive glass, dental casting, prosthetic devices, pianos, musical instruments, carpet and cushion, shades, upholstery materials and supplies, room air conditioning, electrical supplies, plumbing supplies, hardware supplies, fasteners, lumber, building supplies, audiovisual/video equipment, fire extinguishers, fire hose, motor oils, fuel oil, sporting goods, photographic supplies, police equipment and supplies, venetian blinds, drapes, cheese, fresh fruit and vegetables, ammonia, bleach, pails, cleaning soaps, toilet cleaner, bowl cleaner, sponges, paper towel dispensers, water hose, course paper products, corrections department uniforms fine paper and paper cups. |
| 6. | New Mexico | Construction |
| 7. | Ohio | Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General. |
| 8. | Rhode Island | Only for food for state institutions. |

*If the bid discloses that the bidder is offering to supply one of the above-listed products from the listed state (or in the case of New Jersey, if the bid discloses that the bidder is from New Jersey and it is offering one of the above-listed items), it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in **Paragraph C** above). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in **Paragraphs A and B** above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
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IV. BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:

B. In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the **Issuing Office:**

1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited:

2. a. If the bidders is a corporation:

(1) The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.

(a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation:

(b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority:

(2) The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name:

b. If the bidder is a partnership:

(1) The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth:

(2) The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State:

c. If the bidder is an individual:

He or she is or is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth:

BIDDING PREFERENCE FOR PRODUCTS WITH RECYCLED POSTCONSUMER MATERIAL

PLEASE NOTE: Bidders ARE NOT required to complete this form or obtain the following Manufacturer's Recycled Postconsumer Material Certification if they ARE NOT seeking a bidding preference for products or printing with recycled postconsumer material.

A. PREFERENCE

Except as otherwise provided in Paragraph G every bidder who certifies that the goods, supplies, equipment, materials or printing, which the bidder is offering, contains at least 10% of recycled postconsumer material shall be given a five percent (5%) preference against any bidder that has not so certified (or such higher percentage specified in the invitation for bids for the bidding preference for products with recycled postconsumer material) "Postconsumer material" is defined as "Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of collection, recycling, and disposition. The term includes industrial by-products that would otherwise go to disposal or processing facilities. The term does not include internally generated scraps that is commonly returned to industrial or manufacturing processes." This preference for products and printing with recycled postconsumer material shall be in addition to any reciprocal preference for Pennsylvania bidders and manufacturers.

B. BIDDER CERTIFICATION

If the bidder is submitting a bid price on more than one item, and the percentage of recycled postconsumer material differs for each item, the bidder must state the percentage for each item. Bidder certifies that the goods, supplies, equipment, materials or printing which the bidder is offering: (to be completed by the bidder)

Item No. _____ Contains _____% of recycled postconsumer material.

Item No. _____ Contains _____% of recycled postconsumer material.

Item No. _____ Contains _____% of recycled postconsumer material.
(use additional sheets if necessary to complete required information)

If a bidder does not comply with this Subsection (B), he shall not be eligible for the 5% preference.

C. MANUFACTURER'S RECYCLED POSTCONSUMER MATERIAL CERTIFICATION

In addition to the Bidder Certification in Subsection (B), in order to be eligible for the 5% preference a manufacturer's certification must be completed, signed and submitted by each of the manufacturers listed by the bidder in Section III of the Reciprocal Limitations Act Requirements of this Invitation for Bid. Bidders must use the enclosed Manufacturer's Recycled Postconsumer Material Certification form. If this form is not completed, signed and submitted with the bid, no bidding preference shall be given to the bidder.

D. FEDERAL FUNDS

No preference shall be given if the Commonwealth's receipt of federal funds would be jeopardized by granting the preference.

E. TIE BIDS

When there is a tie for lowest responsible bidder, the Department of General Services may consider, as one factor in determining to whom the contract should be awarded, which of the bids provides for the greatest percentage of recycled postconsumer material in the product or printing.

F. ENFORCEMENT

Awarded bidders may be required, after delivery of the goods, supplies, equipment, materials or printing, to provide the Commonwealth with documentary evidence that the goods, supplies, equipment, materials or printing was in fact produced with the certified percentage of recycled postconsumer material. **If a bidder is awarded a contract or a purchase order on the basis of the 5% preference and fails to supply the item(s) with the required content of recycled postconsumer material or refuses or fails to provide sufficient documentary evidence that the item(s) was in fact produced with the certified percentage of recycled postconsumer material, the Department reserves the right, at its sole discretion, to:**

- 1) Reduce the purchase price paid to the contractor by 5%.**
- 2) Require the contractor to remove and replace the materials at the contractor's sole expense.**
- 3) Cancel the contract or the purchase order.**
- 4) Obtain the item(s) from another source.**
- 5) Pursue its other remedies under the contract for damages and costs for breach of contract.**

G. STEEL AND ALUMINUM PRODUCTS EXCEPTION

The Commonwealth of Pennsylvania recognizes that both steel and aluminum products are universally made of recycled material, including postconsumer steel and postconsumer aluminum. Therefore, if steel or aluminum is used in the manufacture of the product offered by a bidder in response to this invitation to bid, the bidder is not required to provide certification that the product contains recycled postconsumer material. If a bidder is offering a product with steel or aluminum and the steel or aluminum contains no postconsumer material, the bidder is required to provide written notification in its bid. Bidders offering products containing steel and/or aluminum shall be given a five percent bidding preference over bidders offering: (1) steel or aluminum products that are reported to be made without recycled (postconsumer) content and (2) non-steel or non-aluminum products (such as plastic) which are not certified as containing recycled (postconsumer) content.

MANUFACTURER RECYCLED POSTCONSUMER MATERIAL CERTIFICATION

TO BE COMPLETED BY MANUFACTURER:

NAME OF MANUFACTURING FIRM: _____

ADDRESS OF MANUFACTURING FIRM: _____

FEDERAL EMPLOYER I.D. NO: _____

CONTRACT OR REQUISITION NO: _____

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

Goods, supplies, equipment, materials or printing which the manufacturer will furnish to the bidder if the bidder is awarded the above-referenced contract or purchase requisition:

Short description of the nature of the postconsumer material which will be contained in the goods, supplies, equipment, materials or printing: _____

CERTIFICATION: I, the undersigned officer of the above-named firm, do hereby certify that I am authorized to provide this certification on behalf of the above-named firm and that the goods, supplies, equipment, materials or printing listed above which my company will furnish to the bidder named above, if the bidder is awarded the above-referenced contract or purchase requisition, shall contain not less than ____% postconsumer material as that term is defined in the invitation for bid. The nature of the postconsumer material is also identified above. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P.S. Section 4904).

PLEASE NOTE: Bidders ARE NOT required to complete this form if they ARE NOT seeking a bidding preference for products with recycled post-consumer material.

Signature

Name of Signatory

Title

Date

Solicitation Number: C-42D00-08-011

Project Description: New Military Equipment Parking Area

PA National Guard Armory
Box 510, RD 1 Route 664
Lock Haven, PA 17745

The Minimum Participation Levels (MPL) established for this solicitation is:

MBE: 10 %

WBE 10 %

**MBE/WBE SUBCONTRACTOR AND SUPPLIER CERTIFICATION,
SOLICITATION AND COMMITMENT FORM**

This form, GSMWBE-16 (Form 16), is comprised of two parts: 16A - Certification and 16B - Record of MBE/WBE Solicitations and Commitments. Instructions on how to complete both parts of this form are provided at the end of this document.

FORM 16A - CERTIFICATION

This Form 16A must be completed and signed by the each bidder and submitted with its bid.

Bidder name: _____
Project #: _____

1. We commit to meet the MPLs for the project as stated in the Notice to Bidders for:
- | | | | | |
|------|-----|-------|----|-------|
| MBEs | Yes | _____ | No | _____ |
| WBEs | Yes | _____ | No | _____ |

If the answer for both MBEs and WBEs is "Yes" **GO DIRECTLY TO THE SIGNATURE LINES AT THE END OF THIS CERTIFICATION. YOU DO NOT NEED TO COMPLETE THE REMAINDER OF THIS FORM AND YOU DO NOT NEED TO COMPLETE FORM 16B.**

If either answer is "No" you must check and complete either statement 2 or 3 below, sign this form and complete Form 16B.

2. We do not commit to meet both MPLs as stated in the Notice to Bidders. However, we did meet the the minimum solicitation requirements (5 MBE subcontractors and 5 WBE subcontractors from the "Work Area" as defined in the Instructions to Bidders Section A.31 and 5 MBE suppliers and 5 WBE suppliers) and we commit to the following participation levels:
- MBEs _____ % WBEs _____ %

- We have included below an explanation of our failure to commit to both MPLs. (Attach additional sheets as necessary.)

MBE: _____

WBE: _____

- We have completed and included with our bid the Form 16B - Record of MBE/WBE Solicitations and Commitments.
- We included with our bid all additional documentation as required in the Form 16 - Instructions and the Instructions to Bidders Section A.31.
- We conducted all initial MBE/WBE solicitations at least five (5) business days in advance of the bid opening day.

Failure to check all boxes under this statement 2, to indicate the MBE/WBE participation levels, and to provide a satisfactory explanation shall result in the rejection of your bid as not responsive.

3. We do not commit to meet both MPLs as stated in the Notice to Bidders and we did not meet the minimum solicitation requirements (5 MBE subcontractors and 5 WBE subcontractors from the "Work Area" as defined in the Instructions to Bidders Section A.31 and 5 MBE suppliers and 5 WBE suppliers); however, we do commit to the following participation levels:

MBEs _____ % WBEs _____ %

We have included below an explanation of our failure to commit to both MPLs. (Attach additional sheets as necessary.)

MBE: _____

WBE: _____

We have included below an explanation for our failure to comply with the minimum solicitation requirements. For example, if you do not intend to use any subcontractors you may state that fact as your reason for noncompliance. Complete as many as are appropriate. (Attach additional sheets as necessary.)

MBE subcontractors _____

WBE subcontractors _____

MBE suppliers _____

WBE suppliers _____

To the extent that we have solicited MBEs and WBEs, we have completed and included with our bid the Form 16B - Record of MBE/WBE Solicitations and Commitments.

We have included with our bid all additional documentation as required in the Form 16 - Instructions and the Instructions to Bidders Section A.31.

We conducted all initial MBE/WBE solicitations at least five (5) business days in advance of the bid opening day.

Failure to check all boxes under this statement 3, to indicate the MBE/WBE participation levels, and to provide satisfactory explanations shall result in the rejection of your bid as not responsive.

Signature Certification

I certify that the information on this form is true and correct to the best of my knowledge and that I am authorized to represent the above-named Bidder in connection with this certification.

Signature: _____

Name (print or type): _____

Title: _____

FORM 16B - RECORD OF MBE/WBE SOLICITATIONS AND COMMITMENTS

(1)

(2)

Company Name: EIN No.: Address: Telephone: () FAX No.: E-Mail Address: Contact Person:	Contract Number & Point: Project Name: County: Bid Amt. (Base Bid #1): \$
---	--

- ote to Bidders:
1. completing this form, the Bidder must comply with the Form 16 - Instructions and the Instruction for Bidders Section A.31. The following is provided for informational purposes only.
1. If you commit in your bid to meet the MPLs for both MBEs and WBEs you do not need to complete this Form 16B.
 2. If you do not commit in your bid to meet both MPLs you must complete this Form 16B and submit all additional documentation as required by the Instruction to Bidders Section A.31 and as described in the Form 16 - Instructions. Failure to do so will be sufficient cause for rejection of the bid as NOT RESPONSIVE.
 3. In completing Form 16B, the Bidder shall (see Form 16 - Instructions and Instructions to Bidders Section A.31 for complete detail):
 - a. solicit a minimum of 5 Subcontractors-MBE, 5 Subcontractors-WBE, 5 Suppliers-MBE and 5 Suppliers-WBE;
 - b. initiate all solicitation at least five (5) business days prior to the bid opening date;
 - c. solicit MBE and WBE subcontractors within the Work Area, as defined in the Instructions to Bidders Section A.31, and
 - d. record on Form 16B information pertaining to all solicitations, quotes (solicited and unsolicited) and commitments from MBE and WBE firms.
 4. By submitting this form, the Bidder certifies that it has solicited the MBE and WBE firms for all services for which it intends to enter into a subcontract and for all supplies for which it intends to purchase within the Contract scope of work.

FORM 16 - INSTRUCTIONS

1.0 Purpose

The purpose of Form GSMWBE-16 (Form 16) is to secure documentation that ensures that the Bidder has not discriminated against MBE and WBE subcontractors and suppliers in the Bidder's solicitation of and commitments to subcontractors and suppliers. Form 16 is comprised of two parts: 16A – Certification and 16B - Record of MBE/WBE Solicitations and Commitments as well as these instructions. Before completing Form 16, the Department of General Services (Department) strongly encourages the Bidder to review the Instruction to Bidders Section A.31: Minority Business and Women Business Enterprise Participation for further instruction on completing Form 16 and consequences for providing incomplete or incorrect information.

2.0 Instructions for Form 16A – Certification

All Bidders must complete, sign and submit Form 16A - Certification (Form 16A) with their bids.

Instructions for Statement 1

Check box 1 and complete statement 1, if you commit to meet both MPLs for the project or if you commit to meet the MPL for either MBEs or WBEs.

A Bidder who commits to meet both the MPLs for MBEs and WBEs only needs to check the "yes" box for both MBEs and WBEs, and to have an authorized representative of the company sign the form. If the Bidder is selected for award, the Bidder will be required to submit detailed information including but not limited to copies of quotes and any contracts or letters of intent documenting the Bidder's commitment to the MPLs within ten calendar days after notice of award from the Department. **Failure to provide the documentation, satisfactory to the Department, detailing commitments made to MBEs and WBEs within ten (10) calendar days after notice of award from the Department shall result in rejection of the bid as non-responsive and the Bidder's bid security shall be forfeited to the Department as liquidated damages for the bid default.**

A Bidder who commits to only one MPL is required to indicate which MPL and to complete the remaining portions of the Form 16A and Form 16B in compliance with the instructions provided herein and the Instructions to Bidders Section A.31.

Instructions for Statement 2

Check box 2 and complete statement 2 if you do not commit to meet both MPLs but you have complied with the minimum solicitation requirements: you have solicited proposals from a minimum of 5 MBEs and 5 WBEs for subcontracting from the "Work Area" as defined in the Instructions to Bidders Section A.31 and 5 MBEs and 5 WBE for supplies.

A Bidder who does not commit to meet both MPLs but who meets the minimum solicitation requirements must:

1. Indicate the MBE and WBE participation levels that it has committed to in its bid.
2. Indicate by checking the first check box that it has provided in the space provided an explanation of its failure to commit to both MPLs. If the Bidder provides its explanation on a separate page it must indicate so in the space provided.
3. Indicate by checking the second check box that it has completed Form 16B.
4. Indicate by checking the third check box that it has included with its bid the additional documentation as required in these instructions and the Instructions to Bidders Section A.31.
5. Indicate by checking the fourth check box that it has conducted all initial MBE/WBE solicitations at least five (5) business days in advance of the bid opening day.
6. Have an authorized representative of the company sign Form 16A.

Failure to properly complete and submit Forms 16A and 16B and to provide the additional documentation as required in the Instruction to Bidders Section A.31 with the bid shall result in the rejection of the bid.

Instructions for Statement 3

Complete statement 3 if you do not commit to meet both MPLs and you have not complied with the minimum solicitation requirements: you have not solicited proposals from a minimum of 5 MBEs and 5 WBEs for subcontracting from the "Work Area" as defined in the Instructions to Bidders Section A.31 and 5 MBEs and 5 WBE for supplies.

A Bidder who does not commit to both MPLs and who does not meet the minimum solicitation requirements must:

1. Indicate the MBE and WBE participation levels that it has committed to in its bid.
2. Indicate by checking the first check box that it has provided an explanation of its failure to commit to both MPLs. If the Bidder provides its explanation on a separate page it must indicate so in the space provided.
3. Indicate by checking the second check box that it has provided an explanation for not meeting the minimum solicitation requirements. If the Bidder provides its explanation on a separate page it must indicate so in the space provided.
4. Indicate by checking the third check box that it has completed Form 16B to the extent that it has solicited MBEs and WBEs and included it with its bid.
5. Indicate by checking the fourth check box that it has included with its bid the additional documentation as required in these instructions and the Instructions to Bidders Section A.31.
6. Indicate by checking the fifth check box that it has conducted all initial MBE/WBE solicitations at least five (5) business days in advance of the bid opening day.
7. Have an authorized representative of the company sign Form 16A.

Failure to properly complete and submit Forms 16A and 16B and to provide the additional documentation required in the Instruction to Bidders Section A.31 with the bid shall result in the rejection of the bid.

3.0 Instructions for Form 16B - Record of MBE/WBE Solicitations and Commitments

A Bidder who commits in its bid documents to meet the MPLs does not need to complete Form 16B. Form 16B must be completed by the Bidder who does not commit to meet **both** MPLs as set forth in the Notice to Bidders. **A Bidder completing form 16B must solicit and commit to Department certified MBEs and WBEs only.** Firms certified by any other entity will not be recognized for purposes of compliance with these instructions and the invitation for bids. The Department's searchable database of certified MBE/WBE firms appears on the Department's website:

http://www.dgsapp.state.pa.us/imaginopa/bcabd/vendor_search.asp?bcabdRNavrad6BC2C=

Instructions for Block 1

Provide your company name, federal employer identification number, address, telephone number, fax number, e-mail address and contact person. The e-mail address should be for the person within your organization who handles contract compliance or EEO-related issues.

Instructions for Block 2

Provide the Department's contract number, project name, county in which project is located, and total amount of the bid. If more than one base bid is submitted, provide the total bid amount for Base Bid #1.

Instructions for Blocks 3 - 7

3. Enter the subcontractor or supplier's company name exactly as it appears on the Department's website list of certified MBEs/WBEs. Do not use a D/B/A (Doing Business As) name. List the address, zip code, county, telephone number with area code, and contact person's name.

4. Indicate whether the firm is a Department-certified MBE or WBE. If the firm is both a Department-certified MBE and a Department-certified WBE, the Bidder will receive credit for the firm as either an MBE or a WBE, at the Bidder's determination. **The Department shall count a firm toward only one category.**
5. Briefly describe the specific type of work to be performed and/or materials to be supplied by the listed Department-certified MBE or WBE. In order to count towards reaching the MPLs, the Bidder must solicit Department-certified MBEs/WBEs for the goods and services for which they are certified. For example, if an MBE/WBE is Department-certified for electrical supplies and the Bidder lists plumbing supplies, the Bidder will not receive credit for that firm. Geographical location may not be used as a reason for limiting MBE/WBE solicitations.
6. Enter the total dollar (\$) amount of any (solicited and non-solicited) quote received. If the quote was received in the form of unit prices or hourly rates, a total dollar amount must still be provided. If the solicited subcontractor did not respond to the Bidder, the Bidder must indicate "No Response." Copies of all MBE/WBE quotes (solicited and unsolicited) must be submitted with the bid. In addition, the bidder must submit with its bid an example of its request for quotation issued to MBE and WBE contractors and suppliers.
7. Enter the total dollar (\$) amount of the contractual commitment made to the listed MBE/WBE. If the Bidder does not commit to use the quote from a MBE/WBE because lower a priced quote was received, the Bidder must provide an explanation with its bid and submit a copy of the lower priced quote. On partial commitments, the Bidder must provide an explanation with its bid why it made only a partial commitment and must submit a copy of the lower priced quote.

4.0 The Bureau of Minority and Women Business Opportunities

The Bureau of Minority and Women Business Opportunities (BMWBO) is available for technical assistance to all Bidders submitting proposals for this contract. A listing of Department-certified MBEs and WBEs is incorporated in the contract documents. Department certification of an entity as an MBE/WBE means only that the applicant for certification has submitted information that qualifies it as an MBE/WBE in terms of its ownership and control. It does not imply, and no Bidder shall infer, that the Department has in any way investigated or approved the entity's competence to perform work. Please direct your question to:

Bureau of Minority and Women Business Opportunities
502 North Office Building
Harrisburg, Pennsylvania 17125
717-787-7380



DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
ADJUTANT GENERAL'S OFFICE
COMMONWEALTH OF PENNSYLVANIA
BLDG P-O-47 FORT INDIANTOWN GAP
ANNVILLE, PENNSYLVANIA 17003-5002
VOICE/TDD 1-800-645-8924
www.dmva.state.pa.us

CONTRACT COMPLIANCE POLICY STATEMENT

Effective: August 27, 2007

The Department of Military and Veterans Affairs (DMVA) is committed to a policy of nondiscrimination for all persons regardless of race, color, religious creed, ancestry, union membership, age, sex, sexual orientation, national origin, or non-job related disability.

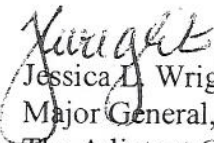
Equal Opportunity and Non-discrimination will direct all contracting practices of this agency including procurement, construction and service delivery.

Agency personnel who participate in Contract Compliance planning, implementation and monitoring will ensure adherence to non-discrimination practices. Performance measurements are being implemented to assess and evaluate the success of the department's Contract Compliance Plan correspondingly with other agency objectives. Each contract entered into by DMVA will include a copy of the attached Non-discrimination/Sexual Harassment Clause (at Section II).

DMVA Contract Compliance staff will ensure that contract solicitation incorporates the monitoring of all contracting activities of the agency, and that award processes are non-discriminatory.

Overall responsibility for the Contract Compliance program lies with COL (P) Joseph G. DePaul, Deputy Adjutant General-Army, Department of Military and Veterans Affairs, Building P-O-47, Fort Indiantown Gap, Anville, PA 17003-5002.

Contract Compliance monitoring functions are assigned to Mr. R. Joseph Rhodomoye, Administrative Services, Department of Military and Veterans Affairs, Room 102 Building P-O-47, Fort Indiantown Gap, Anville, PA 17003-5002. He may be reached at 717-861-8796 or rrhodomoye@state.pa.us.


Jessica D. Wright
Major General, PAARNG
The Adjutant General

The Department of Military and Veterans Affairs is an Equal Opportunity Employer



DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
ADJUTANT GENERAL'S OFFICE
COMMONWEALTH OF PENNSYLVANIA
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VOICE/TDD 1-800-645-8924
www.dmva.state.pa.us

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees to the following provisions as a result of entering into a contract with the Commonwealth of Pennsylvania:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

4. Contractors shall not discriminate by reason of gender, race, creed, or color against a subcontractor or supplier who is qualified to perform the work to which the contracts relates.

5. The contractor and each subcontractor shall furnish all necessary employment documents and records, to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

7. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File

DISSEMINATION OF POLICY STATEMENT AND PLAN

1. Policy Statements are given to all personnel involved in the procurement and contracting process.
2. Policy Statements are posted on agency bulletin boards.
3. Policy Statements are placed in policy and procedure manuals and bid notices.
4. Contract Compliance Plans will be distributed to each manager and purchasing agent involved in the contracting process.
5. The Contract Compliance Plan and Policy Statement will be made a periodic agenda item at meetings of the Department of Military and Veterans Affairs Equal Opportunity Council.
6. Copies of Policy Statements and Contract Compliance Plans are maintained in each DMVA facility and central office; copies are provided upon request.

Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAMERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

Prevailing Wages Project Rates

Project Name: New Military Equipment Parking Area
Awarding Agency: DMVA
Contract Award Date: 8/26/2008
Serial Number: 08-4961
Project Classification: (Heavy, Highway)
Determination Date: 7/16/2008 2:15:20 PM
Assigned Field Office: Altoona
Field Office Phone Number: 814-940-6224
Toll Free Phone Number:

Clinton County

(Building)	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	7/1/2007		\$31.28	\$13.37	\$44.65
	7/1/2008		\$31.23	\$13.42	\$44.65
	7/1/2009		\$35.73	\$13.42	\$49.15
	7/1/2010		\$37.73	\$13.42	\$51.15
Boilermaker (Repair Work)	3/1/2008		\$21.87	\$13.97	\$35.84
Boilermakers	9/30/2007		\$36.86	\$21.31	\$58.17
	9/30/2008		\$39.76	\$21.31	\$61.07
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2008		\$27.14	\$13.56	\$40.70
	5/3/2009		\$28.87	\$13.60	\$42.47
	5/2/2010		\$30.80	\$13.64	\$44.44
Carpenters	6/1/2008		\$24.25	\$9.23	\$33.48
	6/1/2009		\$24.79	\$9.68	\$34.47
	6/1/2010		\$25.33	\$10.14	\$35.47
	6/1/2011		\$25.85	\$10.61	\$36.46
Carpenters, Soft Floor Layers	6/1/2006		\$23.70	\$8.79	\$32.49
Cement Finishers & Plasterers	5/4/2008		\$25.90	\$13.30	\$39.20
	5/3/2009		\$26.55	\$13.40	\$39.95
	5/2/2010		\$27.20	\$13.50	\$40.70
	5/1/2011		\$27.90	\$13.55	\$41.45
	4/30/2012		\$28.60	\$13.60	\$42.20
Dock Builder/Pile Drivers	1/1/2008		\$27.85	\$11.50	\$39.35
	1/1/2009		\$28.85	\$12.00	\$40.85
	1/1/2010		\$29.95	\$12.25	\$42.20
Drywall Finisher	5/1/2008		\$22.06	\$12.32	\$34.38
Electric Lineman	3/1/2006		\$35.15	\$14.64	\$49.79
Electricians	6/1/2008		\$26.04	\$14.44	\$40.48

	6/1/2009	\$26.79	\$15.46	\$42.25
Elevator Constructor	1/1/2008	\$36.08	\$19.35	\$55.43
	1/1/2009	\$37.33	\$21.20	\$58.53
	1/1/2010	\$38.84	\$22.82	\$61.66
	1/1/2011	\$40.33	\$24.44	\$64.77
	1/1/2012	\$41.84	\$26.06	\$67.90
Elevator Tender (Use Elevator Apprentice or Constructor)	1/1/2008	\$0.00	\$0.00	\$0.00
Glazier	5/1/2008	\$22.48	\$12.55	\$35.03
	5/1/2009	\$24.53	\$11.72	\$36.25
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2008	\$26.17	\$17.07	\$43.24
Laborers (Class 01 - See notes)	7/1/2007	\$17.05	\$8.04	\$25.09
Laborers (Class 02 - See notes)	7/1/2007	\$17.20	\$8.04	\$25.24
Laborers (Class 03 - See notes)	7/1/2007	\$17.30	\$8.04	\$25.34
Laborers (Class 04 - See notes)	7/1/2007	\$16.05	\$8.04	\$24.09
Landscape Laborer	7/1/2007	\$17.68	\$7.97	\$25.65
	7/1/2008	\$18.03	\$8.37	\$26.40
Landscape Laborer (Skilled)	7/1/2007	\$18.10	\$7.97	\$26.07
	7/1/2008	\$18.45	\$8.37	\$26.82
Landscape Laborer (Tractor Operator)	7/1/2007	\$18.40	\$7.97	\$26.37
	7/1/2008	\$18.75	\$8.37	\$27.12
Millwright	6/1/2008	\$32.71	\$14.29	\$47.00
Operators (Class 01 - see notes)	7/1/2007	\$23.62	\$11.62	\$35.24
Operators (Class 02 -see notes)	7/1/2007	\$290.94	\$11.62	\$302.56
Operators (Class 03 - see notes)	7/1/2007	\$19.39	\$11.62	\$31.01
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2007	\$18.99	\$11.62	\$30.61
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2007	\$17.99	\$11.62	\$29.61
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2007	\$17.54	\$11.62	\$29.16
Painters Class 1 (see notes)	5/1/2008	\$21.40	\$12.32	\$33.72
Painters Class 2 (see notes)	5/1/2008	\$23.30	\$12.32	\$35.62
Painters Class 3 (see notes)	5/1/2008	\$24.25	\$12.32	\$36.57
Pile Driver Divers (Building, Heavy, Highway)	1/1/2007	\$40.40	\$10.77	\$51.17

Plasterers	6/1/2008		\$20.97	\$9.64	\$30.61
Plumbers and Steamfitters	5/1/2007		\$28.73	\$16.61	\$45.34
	5/1/2008		\$32.02	\$15.36	\$47.38
Roofers	6/1/2007		\$22.00	\$11.76	\$33.76
Sheet Metal Workers	5/1/2008		\$28.25	\$15.95	\$44.20
	5/1/2009		\$30.00	\$15.95	\$45.95
Sprinklerfitters	4/1/2008		\$32.75	\$15.55	\$48.30
	1/1/2009		\$32.75	\$16.55	\$49.30
	4/1/2009		\$33.85	\$16.55	\$50.40
	1/1/2010		\$33.85	\$17.60	\$51.45
Terrazzo Finisher	5/1/2008		\$26.28	\$13.33	\$39.61
	5/1/2009		\$27.53	\$13.38	\$40.91
	5/1/2010		\$28.88	\$13.43	\$42.31
Terrazzo Setter	5/1/2008		\$25.78	\$16.05	\$41.83
	5/1/2009		\$27.03	\$16.10	\$43.13
	5/1/2010		\$28.38	\$16.15	\$44.53
Tile & Marble Finisher	5/1/2008		\$20.37	\$11.85	\$32.22
	5/1/2009		\$21.97	\$11.90	\$33.87
Tile & Marble Layer	5/1/2008		\$23.27	\$13.09	\$36.36
	5/1/2009		\$24.87	\$13.14	\$38.01
Truckdriver class 1(see notes)	1/1/2008		\$23.34	\$10.56	\$33.90
	1/1/2009		\$24.05	\$11.35	\$35.40
	1/1/2010		\$24.80	\$11.95	\$36.75
Truckdriver class 2 (see notes)	1/1/2008		\$23.53	\$10.64	\$34.17
	1/1/2009		\$24.23	\$11.44	\$35.67
	1/1/2010		\$24.98	\$12.04	\$37.02
Truckdriver class 3 (see notes)	1/1/2008		\$24.05	\$10.88	\$34.93
	1/1/2009		\$24.74	\$11.69	\$36.43
	1/1/2010		\$25.49	\$12.29	\$37.78
(Heavy & Highway)	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter Welder	1/1/2008		\$27.12	\$11.52	\$38.64
	1/1/2009		\$27.98	\$12.16	\$40.14
	1/1/2010		\$28.93	\$12.56	\$41.49
Carpenters	1/1/2008		\$26.42	\$11.52	\$37.94
	1/1/2009		\$27.28	\$12.16	\$39.44
	1/1/2010		\$28.23	\$12.56	\$40.79
Cement Finishers	1/1/2008		\$25.72	\$12.47	\$38.19
	1/1/2009		\$26.72	\$12.97	\$39.69
	1/1/2010		\$27.62	\$13.42	\$41.04
Laborers (Class 01 - See notes)	1/1/2008		\$22.50	\$11.85	\$34.35
	1/1/2009		\$23.20	\$12.65	\$35.85

	1/1/2010	\$23.65	\$13.55	\$37.20
Laborers (Class 02 - See notes)	1/1/2008	\$22.66	\$11.85	\$34.51
	1/1/2009	\$23.36	\$12.65	\$36.01
	1/1/2010	\$23.81	\$13.55	\$37.36
Laborers (Class 03 - See notes)	1/1/2008	\$23.15	\$11.85	\$35.00
	1/1/2009	\$23.85	\$12.65	\$36.50
	1/1/2010	\$24.30	\$13.55	\$37.85
Laborers (Class 04 - See notes)	1/1/2008	\$23.60	\$11.85	\$35.45
	1/1/2009	\$24.30	\$12.65	\$36.95
	1/1/2010	\$24.75	\$13.55	\$38.30
Laborers (Class 05 - See notes)	1/1/2008	\$24.01	\$11.85	\$35.86
	1/1/2009	\$24.71	\$12.65	\$37.36
	1/1/2010	\$25.16	\$13.55	\$38.71
Laborers (Class 06 - See notes)	1/1/2008	\$19.05	\$11.85	\$30.90
	1/1/2009	\$19.75	\$12.65	\$32.40
	1/1/2010	\$20.20	\$13.55	\$33.75
Laborers (Class 07 - See notes)	1/1/2008	\$23.50	\$11.85	\$35.35
	1/1/2009	\$24.20	\$12.65	\$36.85
	1/1/2010	\$24.65	\$13.55	\$38.20
Laborers (Class 08 - See notes)	1/1/2008	\$25.00	\$11.85	\$36.85
	1/1/2009	\$25.70	\$12.65	\$38.35
	1/1/2010	\$26.15	\$13.55	\$39.70
Laborers (Class 09 - See notes)	1/1/2008	\$20.85	\$11.85	\$32.70
	1/1/2009	\$21.55	\$12.65	\$34.20
	1/1/2010	\$22.00	\$13.55	\$35.55
Operators (Class 01 - see notes)	1/1/2008	\$25.29	\$13.74	\$39.03
	1/1/2009	\$26.09	\$14.44	\$40.53
	1/1/2010	\$26.89	\$14.99	\$41.88
Operators (Class 02 -see notes)	1/1/2008	\$25.01	\$13.74	\$38.75
	1/1/2009	\$25.81	\$14.44	\$40.25
	1/1/2010	\$26.61	\$14.99	\$41.60
Operators (Class 03 - See notes)	1/1/2008	\$21.37	\$13.74	\$35.11
	1/1/2009	\$22.17	\$14.44	\$36.61
	1/1/2010	\$22.97	\$14.99	\$37.96
Operators (Class 04 - See notes)	1/1/2008	\$20.88	\$13.74	\$34.62
	1/1/2009	\$21.68	\$14.44	\$36.12
	1/1/2010	\$22.48	\$14.99	\$37.47
Operators (Class 05 - See notes)	1/1/2008	\$20.67	\$13.74	\$34.41
	1/1/2009	\$21.47	\$14.44	\$35.91
	1/1/2010	\$22.27	\$14.99	\$37.26
Piledrivers	1/1/2008	\$27.85	\$11.50	\$39.35
	1/1/2009	\$28.85	\$12.00	\$40.85
	1/1/2010	\$29.95	\$12.25	\$42.20

If you can not find a classification under Heavy & Highway please refer to the Building wage rates. For further information on construction types review the Operator and Laborer Notes on this site.

CONTRACT FOR
**NEW
MILITARY EQUIPMENT PARKING
AREA**

FOR USE BY THE
**PENNSYLVANIA ARMY NATIONAL GUARD ARMORY
BOX 510, RD 1 ROUTE 664
WOODWARD TOWNSHIP
LOCK HAVEN - CLINTON COUNTY - PENNSYLVANIA

DMVA-BFE PROJECT NO. C-42D00-08-011**

**COMMONWEALTH OF PENNSYLVANIA
EDWARD RENDELL, GOVERNOR
HARISBURG, PA.**

**DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
MG JESSICA L. WRIGHT, THE ADJUTANT GENERAL
FT. INDIANTOWN GAP, LEBANON COUNTY, ANNVILLE, PA.**

**BUREAU OF FACILITIES AND ENGINEERING
MR. MARK AUSTIN, DIRECTOR
BUILDING 0-47
FT. INDIANTOWN GAP, LEBANON COUNTY, ANNVILLE, PA.**

**BUREAU OF FACILITIES AND ENGINEERING
ENGINEERING DIVISION
LTC JOHN BUFFINGTON, CHIEF
BUILDING 0-10
FT. INDIANTOWN GAP, LEBANON COUNTY, ANNVILLE, PA.**

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Attachment 1 - Concept Site Plan

Attachment 2 - Military Vehicles

Attachment 3 – Bid Breakout

Attachment 4 - Materials Submittal Schedule (Form AF 66)

Attachment 5 - RFI Log

Attachment 6 - RFI Document

Attachment 7 – USGS Location Map

1.0 Introduction.

1.1 Objective. The efforts of all involved organizations will provide the design and construction of Military Equipment Parking, associated vehicle access/egress and Anti-Terrorism/Force Protection fencing at the following Pennsylvania Department of Military and Veterans Affairs (DMVA)/Army National Guard (ARNG) installation:

Lock Haven Readiness Center, Box 510, RD 1 Route 664, Lock Haven, PA 17745

1.2 Responsible Organizations/Individuals. There are various responsible organizations/individuals pertinent to this Design-Build (D-B) construction project. A key to success is efficient information and deliverable flow among the responsible participants.

A. **PA Department of Military and Veterans Affairs (DMVA) Administrative Services (AS).** PA DMVA AS will appoint the following individuals to support this project as follows:

1. Contract Officer - This person will be/is the sole DMVA point of contact for contractual matters.

Ms. Mandy Kroh Work: 717-861-8518 mkroh@state.pa.us

2. Purchasing Agent (AS-PA) - This person will be/is the interface between the contractor and Contract Officer regarding contractual matters related to the project.

Ms. Barbara Myers Work: 717-861-2921 barmyers@state.pa.us

B. **PA DMVA Bureau of Facilities and Engineering (BFE).** PA DMVA BFE will appoint the following individuals to support this project as follows:

1. Contract Officer's Technical Representative (COTR) - These individuals will be/are the interface between the contractor and Contract Officer/Purchasing Agent regarding project technical matters; e.g., design reviews/submittal review, Requests for Information (RFI), changes orders (if any), and quality assurance support.

Mr. Keith Lloyd Work: 717-861-2206 keilloyd@state.pa.us

2. Facility and Construction Maintenance Manager (FCMM) who will:

- a. Identify staging area for materials and equipment
- b. Arrange/facilitate appropriate access for materials, equipment, and contractor personnel
- c. Act as liaison between Military Unit and D-B Contractor (DBC) to alleviate any schedule conflicts with Military Training Schedules and/or public event access during the construction timeframe
- d. Oversee on-site quality assurance

Mr. Jerry Gates

Work: 814-696-5390 jgates@state.pa.us

Cell: 717-821-5547

Mr. Ray Hulings

Work: 717-861-2158 rhulings@state.pa.us

2.0 General Scope of Work. This project involves the design and re-construction of the existing bituminous concrete Military Equipment Parking area, to include security fencing, access drives, supporting features, storm water drainage and erosion and sedimentation control features. The design drawings, Scope of Work and detailed specifications, provided by the DMVA, are intended to represent the minimum requirements, except where specifically noted, of the design and construction, for this project. The DBC will be required to verify the minimum requirements and/or justify an alternate design/specification, while still meeting the applicable codes, regulations, standard construction practices and guidelines. The DMVA primary guidance on physical security is the Unified Facilities Criteria (UFC) 4-010-01, *DoD Minimum Antiterrorism Standards for Buildings*. All site design features shall comply with this criterion. The following is a more detailed list of the individual items within the scope of work;

2.1 Military Equipment Parking and Access Drives. The existing bituminous parking area accommodates heavy military vehicles and equipment as listed and described in **Attachment 2**. All vehicles scheduled for this site are wheeled and include both tactical and non-tactical military type vehicles. **Attachment 1** "Concept Site Plan" depicts scope of work for this effort; consisting of design/construction of approximately **5,200 Square Yard (SY)** paved parking to include movement and turning areas. **Attachment 2** provides vehicle dimensions, turning radius dimensions and footprint areas for each type of vehicle.

- A. The DBC will ensure there is 3' clear movement space between all parked vehicles and 6' clear movement space between all vehicles and any fence or utility pole.
- B. Heavy Duty Bituminous and Gravel Pavement: Heavy duty bituminous pavement areas and gravel surfaced areas shall be designed for military vehicles at a rate of 15,000 vehicle trips over 10-years. The DBC shall use an axle load of 12,000 pounds (lbs) for the design.
- C. All on site pavement shall be designed for a minimum 20-year life.
- D. Aggregate Sub-base - The publications referenced below establish minimum requirements for materials, systems and execution that apply to this project. The DBC shall utilize PennDOT specifications as the basis for design and reference all other as needed or required by code or ordinance.

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PennDOT)

PennDOT

Construction and Materials Specifications

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 127

Specific Gravity and Absorption of Course Aggregate

ASTM C 128

Specific Gravity and Absorption of Fine Aggregate

ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	Sampling Aggregates
ASTM D 422	Particle-Size Analysis of Soils
ASTM D 1557	Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. Ft. (2,700 KN-m/cu.m.)
ASTM D 2487	Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils

E. Bituminous Concrete - The publications referenced below establish minimum requirements for materials, systems and execution that apply to this project. The DBC shall utilize PennDOT specifications as the basis for design and reference all other as needed or required by code or ordinance.

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PennDOT)

PennDOT Construction and Materials Specifications

ASPHALT INSTITUTE (AI)

AI MS-02	Mix Design Methods for Asphalt
AI MS-22	Construction of Hot-Mix Asphalt Pavements
AI SP-2	Superpave Mix Design

ASTM INTERNATIONAL (ASTM)

ASTM C 117	Materials Finer Than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 1252	Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)
ASTM C 131	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM C 142	Clay Lumps and Friable Particles in Aggregates
ASTM C 29/C 29M	Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C 566	Total Evaporable Moisture Content of Aggregate by Drying
ASTM C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM D 140	Sampling Bituminous Materials

ASTM D 1461	Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D 2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 242	Mineral Filler for Bituminous Paving Mixtures
ASTM D 2489	Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D 2726	Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D 2950	Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D 3665	Random Sampling of Construction Materials
ASTM D 4791	Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D 4867/D 4867M	Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D 5444	Mechanical Size Analysis of Extracted Aggregate
ASTM D 6307	Asphalt Content of Hot Mix Asphalt by Ignition Method
ASTM D 6926	Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D 6927	Marshall Stability and Flow of Bituminous Mixtures
ASTM D 995	Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures

2.2 Security Fencing. The DBC will be required to design/construct approximately **1,015 Lineal Feet (LF)** of security fencing. **Attachment 1, Sheet C.1** provides standard fencing details accepted by the DMVA and meet the UFC criteria.

A. The publications referenced below establish minimum requirements for materials, systems and execution which may be specified in this Section.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 121	Zinc-Coated (Galvanized) Steel Barbed Wire
ASTM A 153/A 153M	Zinc-Coating (Hot Dip) on Iron and Steel Hardware
ASTM A 392	Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A 491	Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A 585	Aluminum-Coated Steel Barbed Wire
ASTM A 780	Repair of Damaged and Uncoated Areas of Hot-Dipped Galvanized Coatings
ASTM A 824	Metallic-Coated Steel Marcellled Tension Wire for Use With Chain Link Fence
ASTM C 94/C 94M	Ready-Mixed Concrete
ASTM F 626	Fence Fittings

ASTM F 883	Padlocks
ASTM F 900	Industrial and Commercial Swing Gates
ASTM F 1043	Strength and Protective Coatings on Metal Industrial Chain-Link Fence Framework
ASTM F 1083	Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F 1184	Industrial and Commercial Horizontal Slide Gate

2.3 Storm Water Drainage. The DBC will be required to design/construct any and all storm water management facilities associated with the re-paving of the parking area and associated features. The design/construction of said facilities will be in accordance with local, state and federal codes, regulations and guidance. The contractor shall incorporate Green Building design practices and/or Best Management Practices where practical, into the storm water management system. Every effort should be made to infiltrate storm water into the groundwater aquifer to prevent downstream runoff and erosion issues.

- A. The publications referenced below establish minimum requirements for materials, systems and execution that apply to this project. The DBC shall utilize PennDOT specifications as the basis for design and reference all other as needed or required by code or ordinance.

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PennDOT)

PennDOT Construction and Materials Specifications

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 48	Gray Iron Castings
ASTM A 48M	Gray Iron Castings (Metric)
ASTM A 123/A 123M	Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 536	Ductile Iron Castings
ASTM C 478	Precast Reinforced Concrete Manhole Sections
ASTM C 923	Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Materials
ASTM D 1056	Flexible Cellular Materials –Sponge or Expanded Rubber
ASTM D 1171	Rubber Deterioration – Surface Ozone Cracking Outdoors or Chamber (Triangular Specimens)
ASTM D 3034	Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3212	Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals
ASTM D 3350	Polyethylene Plastics Pipe and Fittings Materials
ASTM F 477	Elastometric Seals (Gaskets) for Joining Plastic Pipe
ASTM F 679	Poly (Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings

ASTM F 714	Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter
ASTM F 794	Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
ASTM F 894	Polyethylene (PE) Large Diameter Profile Wall and Sewer and Drain Pipe
ASTM F 949	Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F 1417	Installation Acceptance of Plastic Gravity Sewer Lines Using Low Pressure Air

2.4 Erosion & Sedimentation Control. All work shall be in accordance with Pennsylvania Code Chapter 102 Erosion and Sediment Control.

- A. The publications referenced below establish minimum requirements for materials, systems and execution that apply to this project. The DBC shall utilize PennDOT specifications as the basis for design and reference all other as needed or required by code or ordinance.

ASTM INTERNATIONAL (ASTM)

ASTM C 140	Sampling and Testing Concrete Masonry Units and Related Units
ASTM C 39/C 39M	Compressive Strength of Cylindrical Concrete Specimens
ASTM C 42/C 42M	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM D 1248	Polyethylene Plastics Extrusion Materials for Wire and Cable
ASTM D 1560	Resistance to Deformation and Cohesion of Bituminous Mixtures by Means of Hveem Apparatus
ASTM D 1682	Test for Breaking Load and Elongation of Textile Fabrics
ASTM D 1777	Thickness of Textile Materials
ASTM D 2028	Cutback Asphalt (Rapid-Curing Type)
ASTM D 2844	Resistance R-Value and Expansion Pressure of Compacted Soils
ASTM D 3776	Mass Per Unit Area (Weight) of Fabric
ASTM D 3787	Bursting Strength of Textiles - Constant-Rate-of-Traverse (CRT), Ball Burst Test
ASTM D 3884	Abrasion Resistance of Textile Fabrics (Rotary Platform, Double-Head Method)
ASTM D 4355	Deterioration of Geotextiles from Exposure to Light, Moisture and Heat in a Xenon-Arc Type Apparatus
ASTM D 4491	Water Permeability of Geotextiles by Permittivity
ASTM D 4533	Trapezoid Tearing Strength of Geotextiles

ASTM D 4595	Tensile Properties of Geotextiles by the Wide-Width Strip Method
ASTM D 4632	Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	Determining Apparent Opening Size of a Geotextile
ASTM D 4833	Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4972	pH of Soils
ASTM D 5035	Breaking Force and Elongation of Textile Fabrics (Strip Method)
ASTM D 5268	Topsoil Used for Landscaping Purposes
ASTM D 648	Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position
ASTM D 698	Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu. m.))
ASTM D 977	Emulsified Asphalt

U.S. DEPARTMENT OF AGRICULTURE (USDA)

AMS Seed Act

Federal Seed Act

2.5 Supporting Site Features.

- A. The DBC will be required to design/construct a Polymer Concrete (PC) box and PVC pipe system, as shown within the concept site plan, and sized to accommodate 2 each 6" schedule 40 PVC pipe at 1.0' (feet) below finished sub-grade. All PC boxes should be designed and constructed to prevent water and sediment infiltration. The intended purpose of this system is to provide the military unit under-the-road access during military training scenarios and assist with any future projects at this site.

3.0 Design Tasks/Technical Requirements. DBC shall accomplish the following:

3.1 Site Assessment/Survey. Conduct site assessment(s) to gather information and data pertinent for optimal parking area and access, site/grade, cut and fill, storm water management, lighting, and other information required to complete project design and construction.

- A. Accomplish/provide topographic survey of the site (if not provided by the DMVA).
- B. Perform geotechnical investigation and soil analysis/generate corresponding geotechnical report.
- C. Assess and identify existing facilities that may be used as-is or enhanced (if any) as a part of the project to include parking, access, fencing, lighting, and lighting circuits/other components.
- D. Locate and identify existing utilities in the proposed construction. All existing utilities will be identified and labeled on the site plan drawings. Coordinate with the DMVA, Local municipalities and PA One Call to ensure all utilities are accurately located and

identified. If required, identify, initiate, and accomplish any necessary Utility Agreements needed to accomplish the work-around.

3.2 Permits and Plans. Generate and submit all required permit applications, documentation and plans to the appropriate municipal, state, and federal authorities for permit approval. Incorporate authority comments and accomplish/submit final/approved documents.

- A. Digging Permits – Coordinate with the DMVA, local municipality and PA One Call.
- B. Erosion and Sedimentation Control Plan and associated National Pollutant Discharge Elimination System (NPDES) permit.
- C. Determine if PennDOT Highway Occupancy, Zoning, Land Development or Storm Water Management Plan approvals are required in the specified municipality. Generate and submit the required plans and obtain all necessary municipal, state, and federal approvals.
- D. PA DMVA will accomplish required National Environmental Policy Act actions.
- E. Provide photo metrics for area lighting and provide local municipality permits as required.

3.3 Design. Generate and submit a complete design to include drawings, specifications and calculations for the project in accordance with the latest building codes, PennDOT Publication No. 408, National Guard Bureau Facilities Design Standards and standard engineering practices. Formal design specifications will not be required providing the DBC displays/documents all necessary design information on the project drawings, agency narratives/permits and material submissions. In the event formal design specifications are required, they will be formatted using the Construction Specification Institute's 2004 format. The DBC will submit, at the 65% design submission, either a draft copy of formal specifications or a letter of intent confirming that all design data will be incorporated into the aforementioned project documents.

- A. Site/civil plan to include but not be limited to the following (combining plans is suggested for less complex projects and to reduce number of sheets per set) :
 - 1. Existing Site Plan (if not provided by the DMVA) to include topography, buildings, roads, parking areas, fencing, utilities and any other features that may exist on the site. Plan should note origin of site data, both horizontal and vertical datum.
 - 2. Demolition Plan – If applicable
 - 3. Site Development plan to include, but not limited to, all existing features, parking area with line painting, access roads, traffic flow, fencing, lighting and any other new features that may be required as part of the project. DBC shall include quantity takeoffs of each new or modified feature.
 - 4. Site Grading plan to include cut and fill requirements and storm-water management features.
 - 5. Site Utility plan to include all new and modified utilities and associated details.
 - a. Area Lighting and Photo Metrics Plan

6. Soil Erosion and Sedimentation (E&S) control plan as required by local, state or federal codes or regulations.
- B. Pavement design. DBC shall design the pavement system based upon the vehicles assigned or staged at the facility (**Attachment 2**).
1. Design will include complete sub-grade, sub-base, and pavement details and associated materials/specifications.
 2. Pavement types and area quantities will be determined by the Concept Plan, provided by the DMVA.
 3. Contractor may propose (and is encouraged to propose) green paving systems such as, but not limited to, vegetative blocks and/or pervious pavement, provided the contractor can demonstrate the pavement system will accommodate the vehicle loading, environmental conditions and geotechnical effects. The designed green pavement system shall demonstrate similar life cycle costs to standard paving systems.
- C. Fence and gate design. Design the fence and gate per DMVA provided drawings and specifications.
1. Chain Link Fence Fabric: ASTM A 392, Class 2, zinc-coated steel wire with minimum coating weight of 2.0 ounces of zinc per square foot of coated surface, or ASTM A 491, Type II, aluminum-coated steel wire. Fabric shall be fabricated of 9 gauge wire woven in 2 inch mesh. Fabric height shall be 8-feet. Fabric shall be twisted and barbed on the top selvage and knuckled on the bottom selvage.
 2. Gates: ASTM F 900 and/or ASTM F 1184. Gate shall be the type and swing shown. Gate frames shall conform to strength and coating requirements of ASTM F 1083 for Group IA, steel pipe, with external coating Type A, nominal pipe size (NPS) 1-1/2. Gate frames shall conform to strength and coating requirements of ASTM F 1043, for Group IC, steel pipe with external coating Type A or Type B, nominal pipe size (NPS) 1-1/2. Gate fabric shall be as specified for chain link fabric. Gate leaves more than 8 feet wide shall have either intermediate members and diagonal truss rods or shall have tubular members as necessary to provide rigid construction, free from sag or twist. Gate leaves less than 8 feet wide shall have truss rods or intermediate braces. Gate fabric shall be attached to the gate frame by method standard with the manufacturer except that welding will not be permitted. Latches, hinges, stops, keepers, rollers, and other hardware items shall be furnished as required for the operation of the gate. Latches shall be arranged for padlocking so that the padlock will be accessible from both sides of the gate. Stops shall be provided for holding the gates in the open position. For high security applications, each end member of gate frames shall be extended sufficiently above the top member to carry three strands of barbed wire in horizontal alignment with barbed wire strands on the fence.
 3. Metal Posts for Chain Link Fence: ASTM F 1083, zinc-coated. Group IA, with external coating Type A steel pipe. Group IC steel pipe, zinc-coated with external coating Type A or Type B and Group II, roll formed steel sections, shall meet the strength and coating requirements of ASTM F 1043. Group III, ASTM F 1043 steel H-section may be used for line posts in lieu of line post shapes specified for

the other classes. Sizes shall be as shown on the drawings. Line posts and terminal (corner, gate, and pull) posts selected shall be of the same designation throughout the fence. Gate post shall be for the gate type specified subject to the limitation specified in ASTM F 900 and/or ASTM F 1184.

4. Braces And Rails: ASTM F 1083, zinc-coated, Group IA, steel pipe, size NPS 1-1/4. Group IC steel pipe, zinc-coated, shall meet the strength and coating requirements of ASTM F 1043. Group II, formed steel sections, size 1-21/32 inch, conforming to ASTM F 1043, may be used as braces and rails if Group II line posts are furnished.
5. Tension Wire: Type I or Type II, Class 2 coating, in accordance with ASTM A 824.
6. Accessories: ASTM F 626. Ferrous accessories shall be zinc or aluminum coated. Truss rods shall be furnished for each terminal post. Truss rods shall be provided with turnbuckles or other equivalent provisions for adjustment. Barbed wire shall be 2 strand, 12-1/2 gauge wire, zinc-coated, Class 3 in accordance with ASTM A 121 or aluminum coated Type I in accordance with ASTM A 585. Barbed wire shall be four-point barbed type steel wire. Barbed wire support arms shall be the single arm type and of the design required for the post furnished. Tie wire for attaching fabric to rails, braces, and posts shall be 9 gauge steel wire and match the coating of the fence fabric. Tie wires for attaching fabric to tension wire on high security fences shall be 16 gage stainless steel. The tie wires shall be a double loop and 6.5 inches in length. Miscellaneous hardware coatings shall conform to ASTM A 153/A 153M unless modified.
7. Concrete: ASTM C 94/C 94M, using 3/4 inch maximum size aggregate, and having minimum compressive strength of 3000 psi at 28 days. Grout shall consist of one part portland cement to three parts clean, well graded sand and the minimum amount of water to produce a workable mix.
8. Privacy slats for Trash enclosure: Solid color high density polyethylene or rigid PVC with UV inhibitor, 90 percent privacy factor minimum, Enclosure shall meet the requirements of UFC 4-010-01. **N/A**
9. Fence and Gates: Construct fence and gates in accordance with manufacturer's recommendation's and these construction specifications.
Grounding: Fences shall be grounded on each side of all gates and at the closest approach to each building located within 50 feet of the fence. Grounding locations shall not exceed 650 feet. Each gate panel shall be bonded with a flexible bond strap to its gate post. Ground conductor shall consist of No. 8 AWG solid copper wire. Grounding electrodes shall be 3/4 inch by 10 foot long copper-clad steel rod. Electrodes shall be driven into the earth so that the top of the electrode is at least 6 inches below the grade. Where driving is impracticable, electrodes shall be buried a minimum of 12 inches deep and radially from the fence. The top of the electrode shall be not less than 2 feet or more than 8 feet from the fence. Ground conductor shall be clamped to the fence and electrodes with bronze grounding clamps to create electrical continuity between fence posts, fence fabric, and ground rods.

D. Site Lighting Design. New parking areas or reworked existing areas shall be provided with 1/2 FC average for security means. The recommended source of light will be Metal

Halide and shall be provided to meet all local requirements for cut-off and light trespass. Generate and provide a complete and accurate photometric plan for review and approval.

3.4 Design Reviews. All design reviews will be held at the facility or Fort Indiantown Gap unless otherwise agreed to by the DMVA. For all design reviews, provide PA DMVA COTR design and associated documentation (to include justification for DBC's design) two calendar weeks before the design review. The DMVA will provide comments if any at the design review. Arrange for and accomplish the following reviews:

- A. Concept Design Review. After site assessment, propose and justify beneficial changes to the DMVA provided site sketch (if any). Assume a concept review will occur, most likely at the facility. This review will include, but is not limited too, the following documents;
 - 1. Existing Site Plan – See 3.3, a.
 - 2. Concept Site Plan – Features to be included on this plan; proposed layout of new facilities and existing facilities to be demolished and/or modified, to include approximate quantity takeoffs of each. All existing utilities identifying any that will be modified or demolished and approximate location of new utilities. All geotechnical test locations associated with the current project.
 - 3. Geotechnical Reports
 - 4. Review of governing requirements, i.e. zoning, storm-water management, Land Development, etc...
 - 5. Preliminary reports on possible permit applications and/or local, state, federal or agency issues.

- B. 65% Design Review. This submission will include, but is not limited too, the following items;
 - 1. Existing Site Plan – Updated if applicable
 - 2. Site Development Plan.
 - 3. Site Grading Plan
 - 4. Site Utility Plan
 - 5. Soil E&S Plan
 - 6. Area Lighting Plan and Photometrics (point by point and iso-curves)
 - 7. Preliminary specifications for all designed features and structures
 - 8. Original or copies of permit applications, in draft form
 - 9. Construction cost estimate, accurate to 65% design completion, outlined by major section of work, to include units of measure, quantities, unit cost and totals for each major section
 - 10. Project Materials Submittal Schedule (Draft). Form AF 66 (**Attachment 4**) may be used if no other form is available
 - 11. Quality Control Plan (Draft)

- C. Final Design Review. This submission will include, but is not limited to, the following items;

1. Existing Site Plan – Updated if applicable
2. Site Development Plan.
3. Site Grading Plan
4. Site Utility Plan
5. Soil E&S Plan
6. Copy of all design calculations not already included within permit narratives.
7. Area Lighting Plan and Photometrics (point by point and iso-curves)
8. Specifications for all designed features
9. Copies of all required approved permits
10. Final construction cost estimate, outlined by major section of work, to include units of measure, quantities, unit cost and totals for each major section
11. Project Materials Submittal Schedule (Final)
12. Material Quality Control Plan

3.5 Material and Item Submittals. Provide submittals for all project materials incorporated in the project. Submittal data will be based upon the approved Material Submittal Schedule (**Attachment 4**). All materials used shall meet, at a minimum, PennDOT 408 specifications, except for identified materials specified by other applicable governing agencies, required by permitting or identified within the concept site plan and/or scope of work.

4.0 Construction Tasks/Technical Requirements. DBC will not start construction until the DMVA approves final design. Upon final design approval the PA DMVA AS-PA will issue a Notice To Proceed for Construction (NTPC), (see General Condition # 15). Contractor shall accomplish the following

4.1 Construction. Construct the complete project per DMVA approved design.

4.2 Demolition. The DBC will be responsible for all project demolition and required to dispose of (or preferably recycle) all demolished materials in a local landfill or at an appropriate certified disposal site. The DBC will be responsible to repair and/or replace, to pre-construction state, any existing facilities damaged or destroyed as part of this project.

4.3 Requests for Information (RFI). All RFI's shall be submitted to the PA DMVA COTR thru the PA DMVA AS-PA as follows. Utilize the RFI form (**Attachment 6**) for all RFI's. Maintain, update, and provide an RFI log per **Attachment 5**.

- A. Contractor to DMVA Directed. Send completed PA DMVA COTR the RFI via PA DMVA AS provided RFI form with required information. PA DMVA COTR will add each RFI to the log for tracking purposes. Keep the same log for comparison at progress review meetings for accuracy. Contractor may use their own format (versus **Attachment 5**) for the log as long as comparisons are easily interpreted and provide the required accuracy. DMVA will be required to respond within 14 calendar days. The PA DMVA COTR stamps it "Reviewed" with a digital stamp within Adobe, forwards it to the PA DMVA AS-PA who reviews and forwards to the DBC.
- B. DBC Internal RFI. These RFI's are between the DBC and their subs/professionals. Provide a copy of these RFI's to the PA DMVA COTR. DMVA will not respond unless

specifically requested or if there are specific issues requiring DMVA review with the RFI or response. These RFI's can be tracked on the same log or on a new worksheet.

4.4 Change Orders. Typically Change Orders will be processed for two reasons; one is change or modifications to original specified work due to unforeseen conditions, and second is DMVA requests materials and/or labor beyond the original specified work. In each case, process shall be as follows.

- A. Unforeseen Condition. DBC will initiate a change order via a RFI as specified. Once PA DMVA AS-PA, with technical support from the PA DMVA COTR, determines the requested change is valid, DMVA will request a price quote (in same level of detail as original cost proposal and with same prices as originally negotiated if applicable) from the contractor. Once received, a final firm price will be negotiated and the PA DMVA AS-PA will issue a written notice to proceed.
- B. DMVA Request. If the DMVA requests materials and/or labor above the original scope of work, the PA DMVA AS-PA will forward to the DBC a written request for the changed scope of work and a price quote. Once received, a final firm price will be negotiated (unless it was already pre-negotiated in the DBC's original proposal/awarded contract) and the PA DMVA AS-PA will issue a written notice to proceed.

4.5 Work Hours. Normal duty hours for DMVA operations are 0700 - 1630 Monday through Friday, except State and/or Federal holidays. The DBC is required to coordinate and receive approval of any variations, to the aforementioned schedule, with the PA DMVA-FCMM and PA DMVA AS-PA.

4.6 Safety and Environmental Management. Ensure all DBC work is conducted safely and environmentally friendly in accordance with all local, state and federal codes and legal requirements. The DBC is required to submit a copy of their Project Safety Plan/Procedures and identify their Primary Safety Officer and Site Safety Representative, prior to the start of any work.

4.7 Quality Control. Submit a Quality Control Plan to the DMVA for approval. The plan shall include, but is not limited to, identification of the planned testing method for construction materials, schedule and/or frequency of testing and reporting procedures. Provide one copy of the testing reports to the PA DMVA COTR. (See **Attachment 4**, Material Submittal Schedule for minimum quality control reporting). The DMVA reserves the right to accomplish additional Quality Control/Assurance testing, if deemed necessary by codes, regulations and/or project scope.

4.8 Progress Reviews. Prepare for/conduct construction project reviews at the facility at least once every two weeks. Coordinate with the PA DMVA-FCMM for use and scheduling of the facility. Generate and provide updated project status, possible schedule

changes, submission for payment and any other information or documentation required for a successful completion.

5.0 Pre-Bid Site Visit. The DBC will be required to attend a scheduled pre-bid site visit. This site visit will be coordinated by the PA DMVA AS-PA. The site visit will serve as an opportunity to view the existing site, make comments and ask questions. The DMVA will, at a minimum, have one of the following individuals present at the site visit; PA DMVA AS-PA, PA DMVA COTR , and/or PA DMVA-FCMM.

6.0 Proposals. Submit proposals in the PA DMVA AS format/required content. In addition:

6.1 Mechanical / Electrical / Plumbing (MEP) Work. This Design-Build Contract requires all MEP type work to be **design only**. All MEP construction type work will be delineated as “Design Only” or “By Others” and will not be the responsibility of the DBC. This does not relieve the DBC of any coordination, drawings, specifications and/or any permitting/approval responsibilities required for a complete project design.

6.2 Bid Breakout. The DBC will be required to submit a breakout of bid items as shown on **Attachment 3 – Bid Breakout**

7.0 Contractor’s Work Schedule. As part of the DBC’s proposal, generate and provide a complete schedule of the design/construction work. Include dates for all critical path tasks and key activities. The schedule should include, at a minimum; task descriptions, task durations, proposed dates of completion and any significant project milestones. Contractor’s overall project schedule shall not exceed **10** calendar months.

8.0 Deliverables Instructions. Use active voice for all deliverables. Also accomplish the following.

8.1 Completeness. Provide all deliverables complete, even in draft form, unless otherwise specified in this scope of work.

8.2 Software. Generate all deliverables using a very recent or latest version of software as follows.

- A. Microsoft Word as the word processor – use 12 pt. Arial as default font.
- B. Microsoft Excel for spreadsheets. Provide/print large spreadsheets on 11” x 17” format/paper. This will allow easier reading and fold-up for 8.5” x 11” hardcopy delivery.
- C. Microsoft Project for Gantt charts/schedules (11” x 17” preferred but not required).
- D. AutoCAD .dwg format for drawings.

8.3 Media and Quantities. Submit all draft and final deliverables in/on the following quantities/media. For each hardcopy set, if delivery includes drawings, provide drawings in both full size (D size = 24” x 36” preferred but not required) and half size, except where

specifically noted. Quantities listed below are separate of any requirements for sub-contractors or vendors.

A. Concept and 65% Design –

1. Drawings – 3 each hardcopy sets, 1 each electronic set (Adobe .pdf)
2. Specifications (65% only) – 3 each hardcopy sets, 1 each electronic set (Adobe .pdf)
3. Geotechnical Reports (Concept only) – 3 each hardcopy sets, 1 each electronic set (Adobe .pdf)
4. Preliminary Permit Documents – 1 each hardcopy, 1 each electronic set (Adobe .pdf)
5. Construction Cost Estimate (65% only) – 2 each hardcopies, 1 each electronic set (Adobe .pdf)
6. Material Submittal Schedule (Draft) (65% only) – 1 each hardcopy, 1 each electronic set (Adobe .pdf)
7. Quality Control Plan (Draft) – 1 hardcopy, 1 each electronic set (Adobe .pdf)

A. Final Design –

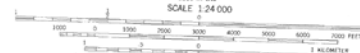
1. Drawings – 2 each hardcopy sets (full size), 3 each hardcopy (half size), 1 each electronic set (Adobe .pdf)
2. Specifications – 3 each hardcopy sets, 1 each electronic set (Adobe .pdf)
3. Construction cost estimate – 2 each hardcopies, 1 each electronic set (Adobe .pdf)
4. Copies of all required approved permits – 2 each hardcopies, 1 each electronic set (Adobe .pdf)
5. Materials Submittal Schedule – 3 each hardcopies, 1 electronic set (Adobe .pdf)
6. Quality Control Plan – 2 each hardcopies, 1 each electronic set (Adobe .pdf)
7. Updated Construction Schedule – 3 each hardcopies, 1 each electronic set (Adobe .pdf)

B. As-Built –

1. Drawings – 2 each hardcopy sets, 1 each electronic set (AutoCad .dwg)
2. Operations & Maintenance Data – 2 each hardcopy sets, 1 each electronic set (Adobe .pdf)
3. Warranty Data – 2 each hardcopies, 1 each electronic set (Adobe .pdf)
4. Copies of all closed permits – 2 each hard copies, 1 each electronic set (Adobe .pdf)



Mapped, edited, and published by the Geological Survey
Control by USGS and USCGS
Topography by photogrammetric methods from aerial photographs
taken 1963. Field checked 1965
Planimetric projection. 1927 North American datum
10,000-foot grid based on Pennsylvania coordinate system, north zone
1000-meter Universal Transverse Mercator grid ticks, zone 18,
shown in blue
To place on the predicted North American Datum 1983,
move the projection lines 5 meters south and
25 meters west as shown by dashed corner ticks.
There may be private inholdings within the boundaries of
the National or State reservations shown on this map
Red tent indicates areas in which only landmark buildings are shown



ROAD CLASSIFICATION

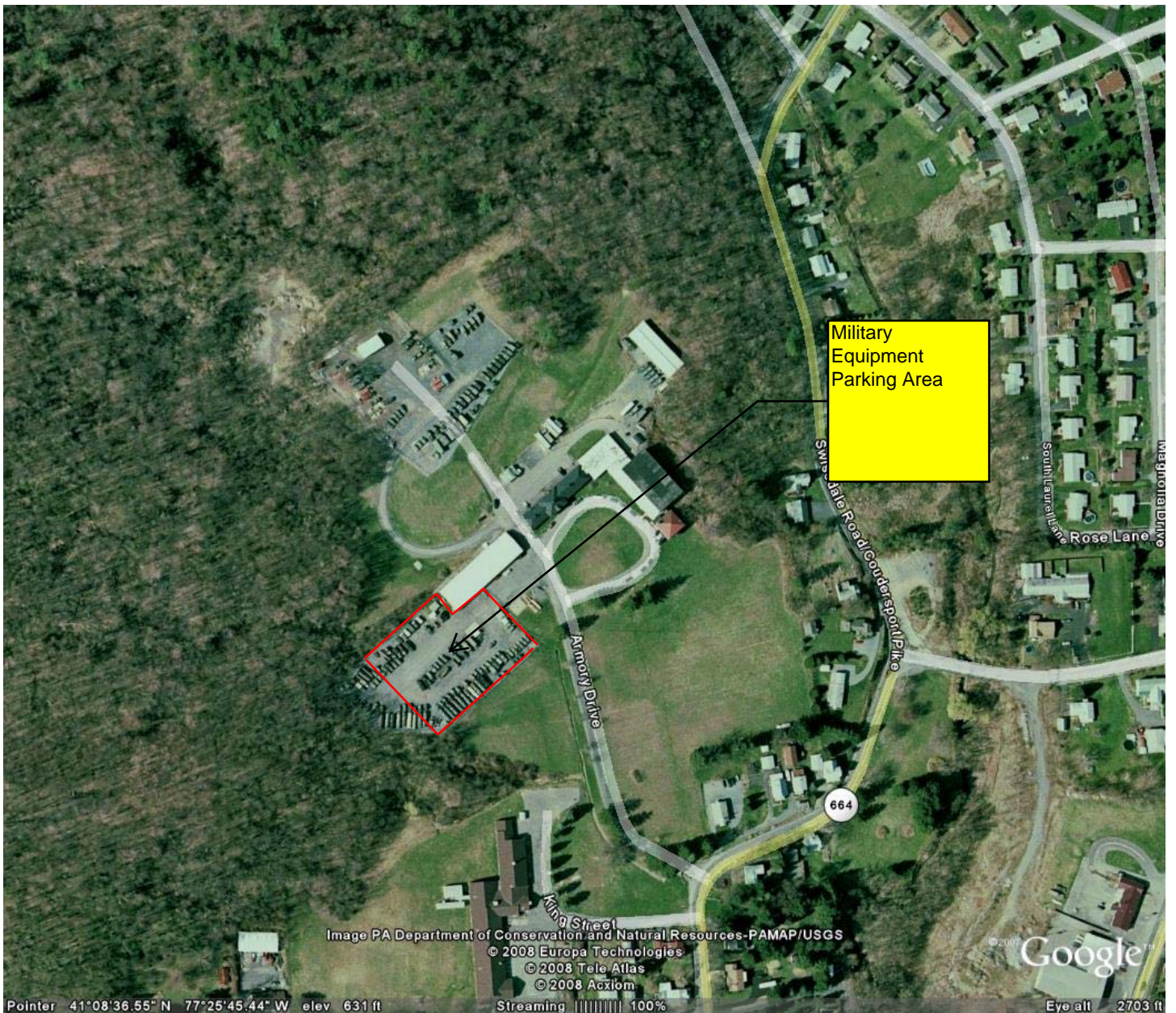
Heavy-duty	Light-duty
Medium-duty	Unimproved dirt
U.S. Route	State Route



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LOCK HAVEN, PA.
41077-84-TF-024
1965
PHOTOREPRODUCED 1986
DMA 5066 II NW-SERIES 1981

Revisions shown in purple compiled in cooperation with
Commonwealth of Pennsylvania agencies from aerial photographs
taken 1983 and other sources. This information not
field checked. Map edited 1986.



The above referenced Military Equipment Parking Area is approximately 7,200 S.Y. The contractor will be required to design and Construct a repair/replacement project +/- 5,200 S.Y. The area designated in red above (approx. 5,200 S.Y.) shows the area of priority for this pavement project. All fencing will be removed and replaced as part of this project, along with all existing gates.

MEP: Lock Haven												<i>columns for FMS's only, and then Total for</i>	
LIN	Model/ Description Unhide Columns C-K (Vehicle Data)	30'=360" Length Inches	Width (In.)	Height (In.)	Weight (Lbs)	SQ FT	Axles	Turn Radius (Ft)	Cubic Feet	Misc	(SORT) DD1390 Category	unit 1 Vehicle Parking	unit 1 MAINT Auth
A41666	RadarSet: AN/TPQ 37V	184	94	92	17,920	192					Wheel		
B71632	Blade, Mine Clearing, for M1 Tank SEE COMMENT!	115	150	29	7,260	120	na	na			Wheel		
B83002	*Bed, Crg Demountable PLS-M1077 (Stack 10 high, SEE COMMENT)	240/249	96	64	3,200	166	na	na			H-PLS/HET		
CB0061	GSA, BUS DED, 02-20 PASS	268	96	116	14,000	179					Wheel		
CB0063	GSA, BUS BOC, 03-36 PASS	390	96	123	16,120	260					>30ft		
CB0070	GSA, BUS DED, 01-49 PASS	420	96	121	24,000	280					>30ft		
CB0104	GSA, SEDAN COMP, 02-04 Door	169	72	58	2,587	85					Wheel		
CB0307	TMP: 'TRK, UTIL 6000, M1009	192	95	75	5,220	127					Wheel		
C10990	Carrier, 120mm Mortar, M1064	210	119	105	27,635	174	na	pivot			Track		
C11158	Carrier, Armd Command Post, M1068	194	100	102	25,813	135	na	pivot			Track		
C18234	Carrier, Personnel F-Track M113A3	210	106	99	23,880	155		pivot			Track		
C20414	Bridge, AVLB, CLS 60	403	158	70	29,300	443		na			>30ft		
C20414	Bridge Unfolded Position	756	158	37	29,300	830		na			>30ft		
C27633	TRL, Containerized Kitchen (CK) 20'	297	96	132	20,500	198	2				TRLR		
C32887	Cleaner, Steam, Mntd on M116A2 Tlr	144	72	89	2,780	72	1				TRLR		
C36151	Crane Wheel Mounted 7-1/2T	309	96	93	22,720	206	2				Wheel		
C36586	Crane Wheel Mounted, AT422T	395	101	126	44,271	206	2				Wheel		
C41314	STRYKER, Command Vehicle, M1130 was LIN Z36523	295	140	126	36,614	287	4	58			Wheel		
C84541	Container; Refrigerated 8x8x20 w/ 9000 BTU Refrig (Trl Mntd)	239	96	96	8,000	160	na		1275		TRLR		
C84862	Container Handling Unit (CHU)	0	0	0	4,475			100'			Fuel/HEMTT		
D11049	Carrier, Cargo (A1) M548	231	108	116	17,060			pivot			Track		
D11538	Carrier, Cmd Post, M577-A1, A2, A3	192	100	109	22,582			pivot			Track		
D12087	Carrier, Personnel F-Track: M113	192	106	99	18,940	142		pivot			Track		
D28318	Dist, Water Tlr, 6000 Gals., WD6S	442	96	116	66,072	295	2				TRLR		
D34883	DOLLY SET LIFT, collapsable.	198	96	110	5,580		2				TRLR		
E02807	Tlr, Gen, Chassis 2.5T, 2 Whl M200A1	169	94	41	2,445	111	1				TRLR		
E27792	Excavator, Hydraulic-Crawler JD230LCR	399	133	122	54,730				369		Track		
E32466	Cleaner Steam Pressure, Jet 125 PSI	117	62	49	1,270	51	2	na			TRLR		
E61618	Compactor HS, Self Propelled (CCE)	276	144	135	46,200	276					Wheel		
E70064- E70338	Comp Unit RCP: Tlr 2 Whl Pneu Tires, Gas Driven 15 CFM, 175 PSI	107	63	51	840	47	1	na	199		TRLR		
F40307	Fighting Vehicle HS, M2A1 Bradley	258	126	117	49,325	226	na	pivot			Track		
F40375	Fighting Vehicle HS, M2A2 Bradley	258	140	120	65,692	251	na	pivot			Track		
F43003	Crane, Trk Mntd ACFT Maintenance	324	96	102	14,860	216	2				Wheel		

LIN	Model/ Description Unhide Columns C-K (Vehicle Data)	30'=360" Length Inches	Width (In.)	Height (In.)	Weight (Lbs)	SQ FT	Axles	Turn Radius (Ft)	Cubic Feet	Misc	(SORT) DD1390 Category	unit 1 Vehicle Parking	unit 1 MAINT Auth
F57713	Fire Unit Vehicle (Avenger)	191	101	105	8,660	134	2				Wheel		
F60530	Fighting Vehicle Bradley M3A2	258	140	120	66,027	251	na	pivot			Track		
F60564	Fighting Vehicle HS, M2A3 Bradley	258	126	117	49,325	226	na	pivot			Track		
F64544	Forward Repair System (FRS), M7, HEMTT w Maint. Conex	?	96	96	24,200	160	4	100			Fuel/HEMTT		
F79334	Floodlight Set, Trlr Mntd, 3 x1000 watt	151	65	50	1,670	69	1				TRLR		
F86571	Fire Support Vehicle-Bradley, M7	258	131	120	59,285	235	na	pivot			Track		
F86821	STRYKER, Fire Spt Veh, M1131 was LIN Z63190	288	150	131	36,364	300	4	58			Wheel		
G17460	GEN, PU-806, Diesel, Trl Mntd M200A1	169	94	41	2,445	111	1				TRLR		
G34805	Dolly Set, Lift 3 Ton	114	95	51	2,080	95	2				TRLR		
G35851	GEN, PU-803, Diesel, Trl Mtd M200A1	165	95	74	5,700	109	1	na			TRLR		
G42170	Generator, Diesel, Trl Mntd M116A3	147	84	76	2,570	86	1				TRLR		
G42238	Generator Set, DED. Trl Mntd M116A2	147	84	76	2,320	86	1				TRLR		
G53403	Generator Set, DED. Trl Mntd M116A2	147	82	36	740	84	1	na	252		TRLR		
G53778	Generator Set, Dies., Trl Mntd M200A1	165	95	84	4,920	14	1				TRLR		
G74783	Grader. Road Motorized, CCE 130G	327	95	127	34,720	216	3				Wheel		
G78306	GEN SET DIESEL 60 KW	165	95	84	6,720	109	1				TRLR		
G78374	GEN SET: DED Trlr Mntd	147	84	94	3,160	86	1				TRLR		
H57642	HOWITZER, MED Self Prop M109A6	423	128	143	56,400	376	na				>30ft		
J22626	STRYKER, Infantry Carrier, XM1126 was LIN - Z43601	288	106	142	34,280	212	4	58			Wheel		
J35492	GEN SET Diesel, 15KW, Trlr Mntd	170	98	93	7,760	116	1				TRLR		
J41897	GEN SET GED, Trlr Mntd-M101A1	147	74	83	2,119	76					TRLR		
J97621	STRYKER, Int. Armor, XM1132 was Engr Sqd Veh-LIN: Z26403	299	113	106	37,040	235	4	58'			Wheel		
K57821	HOWITZER, 155m Towed	496	111	117	15,750	383	1				>30ft		
K28601	Kitchen, Co Level Field Feeding Kit Vehicle Mounted	254	91	93	5,480	161					TRLR		
L28351	TRLR, Kitchen, Field, Mounted on M103A3 Trailer	183	94	96	5,340	120	1				TRLR	1	
L33184	LABORATORY AIR MOBILE	265	98	124	14,726	91					TRLR		
L43664	M60, Launcher 60' Bridge*	468	144	119	97,200	468	na	pivot			>30ft		
L67342	Launcher, Mine Clearing, TRLR Mntd	187	96	71	6,109	125					TRLR		
L76321	Loader, Scoop DED 4x4, 5 CY	316	122	152	53,640	268	2				Wheel		
L76556	Loader, Scoop 2-1/2 CY, 645M	283	102	130	25,490	201					Wheel		
M02504	MAINTENANCE PLATFORM	88	108	43	1,150						TRLR		
M02751	MAINTENANCE PLATFORM	178	108	49	1,440						TRLR		
M30567	STRYKER, Med Evac Veh, M1133 was LIN: Z64438	289	137	122	37,480	248	4	58			Wheel		

LIN	Model/ Description Unhide Columns C-K (Vehicle Data)	30'=360" Length Inches	Width (In.)	Height (In.)	Weight (Lbs)	SQ FT	Axles	Turn Radius (Ft)	Cubic Feet	Misc	(SORT) DD1390 Category	unit 1 Vehicle Parking	unit 1 MAINT Auth
M36361	Meteorological Measuring Set: Self Propelled Wheeled Veh 2-1/2 T or less	207	105	104	9,559	151	2				Wheel		
M53369	STRYKER, Mortar Carr, M1129 was LIN: Z44642	288	124	144	42,280	248	4	58			Wheel		
M57720	STRYKER, Mobile Gun Sys MX1128 was LIN - Z43686	288	106	142	34,000	238	4	58'			Wheel		
M68405	Mortar, 120 mm, Towed	95	60	45	720	40	1	na			TRLR		
N96543	NBC Recon Vehicle (not in TB55-46)	288	113	124	36,200	226	4	?			Wheel		
P42262	Power Plant, Diesel, on M103A3 Trlr	169	83	71	3,785	98	1				TRLR		
R11006	Roller, Mine Clearing, for M1 Tank SEE COMMENT	95	80	56	9,589	53	na	na			Wheel		
R11154	Ramp, Loading Vehicle	433	96	40	5,660	289	1	na			>30ft		
R14284	Radar Set: AN/TPQ 36	199	89	92	7,980	123					TRLR		
R41282	Recon Sys, NBC, M93A1 Fox	288	118	105	38,500	236	3				Wheel		
R50681	Recovery Veh-FT (M88A1)	323	144	134	107,840			pivot			Track		
R50885	Recovery Veh-FT (M88A2)	341	144	123				pivot			Track		
R62673	STRYKER, NBC Recon Veh, M1127 was LIN: Z93260	288	150	131	36,403	300	4				Wheel		
S01359	SHELTER TACTICAL TWOSIDE	240	96	96	10,632	160					TRLR		
S01495	SHELTER NONEXPANDABLE	174	87	87	6,650						TRLR		
S11793	Roller, Pneumatic, VarPres. SP (CCE)	179	73	81	9,245	91	2				TRLR		
S30914	Shop Set, Contact Maint. (CUCV)	219	85	84	9,200		N/A				Wheel		
S50205	HMMWV, (Knight: M707) w/ Sensor Package lowered into Vehicle	191	86	102	10,102	115	2	25'			Wheel		
S56246	Scraper, Earthmoving, CAT 621B	501	140	140	64,950	488	2				>30ft		
S70027	Semi-Trlr, FLATBED 22-1/2-Ton	358	96	103	15,760	239	2				TRLR		
S70159	Semi-Trlr, S&P, Flatbed 34 Ton	490	96	106	17,390	327	3				>30ft		
S70243	Semi-Trlr, Lowbed, Wrecker: 12T, 4 Wheel, 40 ft W/E, M270A1	597	98	121	16,520	407	2				>30ft		
S70517	Semi-Trlr, Lowbed, 25T 4 Whl	416	115	87	16,285	333	2				>30ft		
S70594	Semi-Trlr, LowBed, 40 T	515	126	85	19,180	425	3				>30ft		
S70661	S-Trailer, Lowbed, 60-TON, M747 replaced by S70859 (See Comment)	515	137	114	31,679	490	4				TRLR		
S70859	S-Trlr, Lowbed, 70-TON, M1000 (See Comment)	622	144	124	50,400	622	5				TRLR		
S72983	S-Trailer, Tank: Fuel, 5000 Gal. 12 Ton, 4 Whl W/E, M131A5C	376	96	107	14,250	251	2				Fuel/HEMTT		
S73372	S-TLR TANK Fuel/ 5000 Gal	368	96	105	15,100	246	2				Fuel/HEMTT		
S74832	STLR VAN 6-TON, M750	323	95	132	15,380	214	2				TRLR		
S75038	STLR VAN SHOP 6-TON, M146	276	96	129	7,180	184	1				TRLR		

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S75175	STLR VAN SUPPLY 12T, M129	345	96	140	16,020	230	2				TRLR		
T07543	TRK, Util, S250Shltr HMMWV, M1037	189	85	107	5,269	112	2				Wheel		
T07679	TRK, Heavy HMMWV 10000	197	86	102	9,200	118	2	24' 2"			Wheel		
T13152	Shop Equip, Lt Trk Mntd	360	117	128	34,200		na				Wheel		
T13168	TANK, Cbt, FT (120mm) M1A1	387	144	217	123,780	380	na	pivot			Track		
T13305	TANK, Cbt, FT (120mm) M1A2	355	144	122	128,679	355	na	pivot			Track		
T13374	TANK, Cbt, FT (105mm) M1-Abrams	385	144	114	118,160	385	na	pivot			Track		
T33786	Tractor, Wheeled DED, HMMH	211	94	99	15,850	138	2				Wheel		
T34347	Tractor,Whl w/Excvt/FrtLdr, SEE	250	96	102	15,920	167	2				Wheel		
T37036	Target Acquisition, HMMWV, (CGS), Common Ground Station	217	88	102	10,500	133	2				Wheel		
T38844	TRK, HMMWV Ambulance, 4-Liter	215	108	101	7,360		2				Wheel		
T39518	HEMTT, Crgo 8x8 w/w, w/Lt Crane	401	96	112	38,800	390	4	100'			Fuel/HEMTT		
T39586	HEMTT, Cargo M985	400	96	112	39,420		4	100'			Fuel/HEMTT		
T40999	TRK, Crgo HVY PLS Trans, M1075 (5 Axles) M1075+M1076=LIN YU0420	431	151	128	49,950	452	5				H-PLS/HET		
T41067	*TRK, Crgo HVY PLS Trans, M1074 (5 axles wCrane) M1074+M1076=YU0419	431	151	128	55,000	452	5				H-PLS/HET		
T41135	TRK, Cargo, MTV	278	96	112	23,463	186	3				Wheel	1	
T41203	TRK, Cargo, MTV wMHE	306	96	112	26,152	204	3				Wheel		
T45465	Trlr, Flatbed 11 ton 4 wheel (Avn asset)	266	96	66	8,060	178	2				TRLR		
T49255	TRK, LIFT FRK DED RT	206	79	80	9,700	114	2				Wheel		
T58161	HEMTT Fuel, 2500g w/W, M978	401	96	112	38,165		4	100'		210wb	Fuel/HEMTT		
T59048	*TRUCK, Tractor, (HET) M1070	362	144	141	40,999	362	4				H-PLS/HET		
T59117	HEMTT, Tractor, LET M983	351	96	112	36,000		4			181wb	Fuel/HEMTT		
T59278	HEMTT, Cargo, M977	350.5	96	112	38,800		4			210wb	Fuel/HEMTT		
T60081	TRK, Cargo LMTV	255	96	112	19,351	170	2				Wheel	3	
T60149	TRK, Cargo, 4X4, LMTV w/E,w/w	255	96	112	20,273	170	2				Wheel	1	
T61035	*TRUCK Tractor, 8X6, (HET) M911 replaced by T59048	370	115	142	38,233	296	3				H-PLS/HET		
T61103	TRK, Tractor: Line Haul C/S 50000 GVWR 6X4, M915	269	123	131	18,621	230	3				Wheel		
T61171	TRK, Tractor 20T, M920	320	179	142	30,220		4	89.5'			Wheel		
T61239	TRK, Tractor MTV w/E M1088	282	96	112	20,393	188	3				Wheel		
T61307	TRK, Tractor, MTV,w/W, w/E M1088A1	284	96	112	21,400	190	3				Wheel		
T61494	TRK, Utility, HMMWV M998	215	108	104	7,464	125	2				Wheel	17	
T61562	TRK, Utility, HMMWV w/Win	186	108	72	5,200	140	2				Wheel		
T61630	TRK, Utility, HMMWV Expand	215	108	104	?	130	2				Wheel	4	
T61704	TRK, Crg MTV w/E M1085	352	96	112	23,762	235	3				Wheel		
T61908	TRK, Cargo, MTV M1083	278	96	112	22,486	186	3				Wheel	1	

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T63093	HEMTT Wrecker M984 E	402	102	112	51,300	285	4	100'		191wb	Fuel/HEMTT		
T64911	TRK, Dump: MTV w/Equip M1090	284	96	112	24,195	190	3				Wheel		
T73347	TRK, Lift, Fork (ATLAS), 10000lbs	349	101	107	34,040	245	2				Wheel		
T76541	Tractor, FT, High Speed, Deployable Lt Engr (Deuce) was LIN Z90497	230	116	109	35,750	186	2	pivot			Track		
T87243	HEMTT, Fuel, 2500g M985	401	96	112	38,165 / 55,665	267	4	100'			Fuel/HEMTT		
T91308	Transporter, Bridge-Floating, M1977 was LIN Z92573	395	97	113	37,240	267	4	100'			>30ft		
T91656	TRK, Tractor 6x6, M916	299	123	144	27,860	256	4	80.8			Wheel		
T92242	TRK, Utility, Armament Carrier	180	85	74	6,104	107	2				Wheel		
T92310	TRK, Utility, Armt Carrier, w/Winch	180	85	74	6,140		2				Wheel		
T92446	TRK, Utility, Expand Capacity Up-Armored, M1114 W/Win	197	110	72	9,800	151	2				Wheel		
T93484	TRK VAN LMTV w/Equip M1079	251	96	112	20,155	168	2				Wheel		
T93761	*Trlr, Palletized, PLS, 16-1/2T M1076	327	96	124	16,530	218	3				TRLR		
T94709	TRK Wrecker, MTV, w/Equip	359	96	112	36,325	240	3				Wheel		
T95555	Trlr, Crg MTV, DropSide	230	96	82	9,202	154	2				TRLR		
T95924	Trlr, Crg, HighMob 1-1/4T	136	86	100	1,400	82	1				TRLR	4	
T95992	Trlr, Crg, HighMob 3/4T, M1101	136	86	100	1,400	82	1				TRLR	8	
T96496	*TRK, Crg, HEMTT-PLS w / LHS, M1120 (4 axles)	401/420	96	129	35,300	280	4				H-PLS/HET		
T96564	Trlr, Crg, LMTV Flatbed, M1082	210	96	79	6,860	140	1				TRLR	2	
T96838	TRLR FLATBED 7-1/2-T,M1073	223	96	39	6,640	149	1				TRLR		
T96883	TRLR FLATBED 5 T, M1061A1	243	98	40	5,850	166	2				TRLR		
V19950	Tank, Unit Liquid Disp, TRLR Mounted	73	61	56	410	31	2				TRLR		
W48391	WELD SHOP, on 2-1/2T TRLR	179	96	97	7,355	120	1				TRLR		
W58486	Tool Outfit, Pioneer: Mntd on M353 Trl	146	75	69	2,840	77	1				TRLR		
W76473	Tractor FT LowSpeed (ACE)	246	126	105	35,500	216	na	pivot			Track		
W76816	Tractor, FT, LowSpd, w/Winch	233	135	138	53,160	219	na	pivot			Track		
W83529	Tractor, FT, LowSpd, w/Ripper	298	154	140	61,000	228	na	pivot			Track		
W93995	Trlr, Acft Maint Airmobile 4 whl	161	70	34	650	79	2				TRLR		
W94536	Trlr, Bolster 4 Ton, M796	213	94	45	4,860	140	2				TRLR		
W95537	Trlr, CRG: 3/4 T 2 Whl W/E	147	74	83	1,350	76	1				TRLR	12	
W95811	Trlr, CRG: 1-1/2 TON 2 Whl	166	83	98	2,670	96	1				TRLR	2	
W97592	*Trlr, LowBed: 60T, (King-GTS100)	562	121	65	34,110		7	48'			TRLR		
W98825	Trlr Tank: Water 400g 1-1/2T 2 Whl w/E	162	83	76	2,260	94	1				TRLR	1	
X23227	TRANSPORTER AIRMOBILE	143	69	47	1,110		2				TRLR		
X40009	TRK, Crg, 2-1/2T, M35A1/A2	265	106	115	13,180	196	3	37' 6"			Wheel	3	
X40077	TRK CGO D/S 2-1/2-T, M35A2	265	106	114	13,526	196	3				Wheel		

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X40146	TRK, Crg, 2-1/2T 6X6 w/W	279	106	113	13,750	206	3				Wheel	1	
X40794	TRK, Crg, 5T, DS- M813A1	307	115	116	20,982	246	3	39			Wheel		
X40794	TRK, Crg, 5T, DS- M54A2	298	110	117	19,946	228	3				Wheel		
X40794	TRK, Crg, 5T, DS- M923	314	98	87	27,142	214	3				Wheel	1	
X40831	TRK CGO 5-TON LWB, M54A2	304	115	116	20,910	243	3				Wheel	1	
X40931	TRK, Crg: DS 5T 6X6 w/W	332	115	116	21,887						Wheel		
X41105	TRK, M814 Shop Set	378	98	119	24,037			48.6			>30ft		
X40794	TRK, Crg, 5T, M813	307	115	116	20,982			42.3			Wheel		
X41242	TRK,Crg 5T, Lng Bed M928	408	121	121	26,135			46.2			>30ft		
X43708	TRK, Dump 5 T, 6x6 w/E, M929	275	122	131	24,340		3				Wheel		
X44403	TRK, Dump, 20T, DSL, 12cy, M917	351	132	141	34,080		3				Wheel		
X48914	TRK, Forklift, RT, 3 Ton (MHE)	268	103	126	25,875	192	2				Wheel		
X59326	TRK, Tractor 5-TON, M52A2	264	98	91	20,480	211					Wheel		
X59463	TRK, Tractor, 5-TON, M52A2 w/W	273	99	86							Wheel		
X62237	TRUCK VAN EXP 5-TON, M934	363	121	143	29,280	306					>30ft	1	
X62271	TRUCK VAN EXP 5-TON, M820	369	115	138	29,495	295					>30ft		
X62340	TRK, VAN SHOP 2-1/2-T	269	108	130	15,760	202					Wheel		
X63299	TRK, Wrecker, 5-T, M543A2	349	108	115	33,998	262					Wheel		
Y48323	Welding Shop, Trailer Mounted	149	76	59	2,510	79					TRLR		
Z00399	Truck, Tractor, w/ HvyDtr Winch	?									Wheel		
Z00446	Tactical Unmanned Arial Veh-Raven	?	?	?	?						Wheel		
Z36683	Trlr, Tank Water 900 Gals	?									TRLR		
Z16242	Tactical Unmanned Arial Veh-Shadow	?	?	?	90,137		Pivot	Aircraft			Wheel		
Z94560	TRK, Van Expansible, MTV w/E, M1087										Wheel		
Z99100	STRYKER, Anti-Tank Veh, XM1134	288	117	140	38,580	234	4	58'			Wheel		
0	0	0	0				Unit Total				Wheel	33	0
0	0	0	0				Unit SY for				Wheel	1650	0
0	0	0	0				Unit Total				TRLR	30	0
0	0	0	0				Unit SY for				TRLR	1500	0
0	0	0	0				Unit Total				Track	0	0
0	0	0	0				Unit SY for				Track	0	0
0	0	0	0				Unit Total				>30ft	1	0
0	0	0	0				Unit SY for				>30ft	75	0
0	0	0	0				Unit Total				Fuel/HEMTT	0	0
0	0	0	0				Unit SY for				Fuel/HEMTT	0	0
0	0	0	0				Unit Total				H-PLS/HET	0	0

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0	0	0	0				Unit SY for				H-PLS/HET	0	0
RECAPITULATION													
												VehAuth PARK	Allowed SY-Park
	Tractor/Trailer Systems:						Total for ALL Units				Wheel	33	50
ITEM:	Tractors w/Trailer w/ Bed/Skid						Total for ALL Units				TRLR	30	50
PLS	T40999 T93761 B83002						Total for ALL Units				Track	0	75
PLS	T41067						Total for ALL Units				>30ft	1	75
PLS	T96496						Total for ALL Units				Fuel/HEMTT	0	175
HET (old)	(M911) (M747)						Total for ALL Units				H-PLS/HET	0	275
rb-HET	T59048 W97592						Total Permanent Parking Spaces:					64	
L-Haul	T61103 S70159 (40T S&P)						Addition 10% Park Spaces-Maint:					0	
10T	T91656 S70517 (25T)						TOTAL Parking Spaces MEP:					64	
20T	T61171 S70594 (40T)												
Major Equipment Cubage Calculations													
LIN:	ITEM	Unit of Issue	Weight in Lbs.	Cubage in CF	Enter Auth #	Cubage							
OLD Camo Screen Compnents													
C89070	Lightweight Camo SUPPORT System	Sub	70	5.0		0							
C89145	Lightweight Camo SCREEN System	Sub	70	3.1		0							
New Camo Screen System													
C89480	ULCANS (Screen & Supports)	set	93	10.0	354	3,540							
A21383	Aerial Recovery Kit	set	750	39.0									
A79831	Antenna Group OE 254	set	45	4.0	1	4							
C18278	Computer Sets ALL LINS (average)	set	33	3.0	73	219							
C60750	Cmd Launcher (JAVELIN)	ea	16	14		0							
D41659	Driver Enhancers (N-Vision)	ea	12	1	62	62							
D82404	Decontaminating Apparatus	ea	330	22		0							
E84531	Container Assembly Airmobile	ea	1250	265		0							
F42612	Fwd Area Point Water Supply	ea	480	50	6	300							
F91490	Demo Set, Explosive	ea	42	6		0							
G02341	Detecting Set, Mine	ea	30	2	1	2							
G11966	GEN SET: DED SKID Mntd	ea	825	34		0							
G18358	GEN SET: DED SKID Mntd	ea	325	19		0							
G54041	GEN SET: Diesel SKID Mntd	ea	285	13		0							
G74575	GEN SET: Diesel SKID Mntd	ea	3,100	90		0							

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G68998	Drum, Fabric, Collasapable 250Gal	ea	210	27	42	1,134							
G74711	GEN SET: Diesel SKID Mntd	ea	1,250	43		0							
H94824	Fwd Area Refuel Equip	ea	840	64	14	896							
L63994	Light sets	ea	300	14	6	84							
N05482	Night Vision Goggles	ea	20	1		0							
P74950													
P95280	Pump Cntf,	ea	192	15		0							
R-Radiac	Total all RADIAC SET (all types)	ea	1	1		0							
R-Radio	Total all RADIO SETS (all types)	ea	1	1.5		0							
S01359	SHLTR TAC EXP TWOSIDE	ea											
S-Sight	Total all SIGHTS Sets	ea	1	1		0							
T28688	Tool Kit General Mechanics	ea	80	4		0							
W34648	Tool Kit Carpenters	ea	63	4		0							
Z07616	Auth Stockage List Mobility System	ea	14,300	1280	3	3,840							
			TOTAL CUBAGE:			6,537							

SCHEDULE OF MATERIAL SUBMITTALS Design-Build Submittals												PROJECT NUMBER C-42D00-08-011	PROJECT TITLE Lock Haven – Military Equipment Parking	SOLICITATION/CONTRACT NUMBER							
TO BE COMPLETED BY PROJECT ENGINEER												TO BE COMPLETED BY CONTRACT ADMINISTRATOR									
LINE NUMBER	ITEM OR DESCRIPTION OF ITEM, CONTRACT REFERENCE, TYPE OF SUBMITTAL	NUMBER OF COPIES REQUIRED										REQUIRED SUBMISSION DATE	DATE RECEIVED IN CONTRACTING	DATE TO CIVIL ENGINEERING	RETURN SUSPENSE DATE	SUBMITTAL NUMBERS	DATE CONTRACTOR NOTIFIED		CONTRACTOR RESUBMITTAL	FINAL APPROVAL	REMARKS
		CERTIFICATE OF COMPLIANCE	SHOP DRAWINGS	SAMPLES	COLOR SELECTION	MANUFACTURER'S RECOMMENDATIONS	MANUFACTURER'S WARRANTY	CATALOG DATA	OPERATING	Reports	Batch Slips						Steel Certifications	APPROVED			
1	Material PennDOT certifications for all aggregate and pavement materials, to include lab test results	4								4			NTPC +10								
2	E & S control materials (i.e. Erosion control fabric, filter fabric fence, filter fabric sock, HDPE pipe, inlet/outlet structures, etc...)		4			4					4			NTPC +10							
5	On-site Quality Control test reports (determined from Quality Control Plan)									2			Test +5								
6	Chain link security fence and gates		4			4	4	4					NTPC +30								
7	Permitting agency inspection reports/findings									2			INSP +5								
8	Storm-water management features (i.e. HDPE pipe, concrete structures, flared end sections, etc...)	4	4			4	4	4					NTPC +10								

REQUEST FOR INFORMATION

RFI # _____

Please type or print legibly

TO: _____

DATE: _____
RE: CONTRACT NO. _____
TITLE: _____
LOCATION: _____

FROM: _____

SUBJECT: _____
SPEC.REF. _____
DWG.REF. _____

PRIORITY: **48 Hours**
 Routine (10 Days)

INFORMATION REQUIRED:

Distribution:

REPLY

Be sure to indicate on form whether change order is required. Answer RFI without delay.

FROM: _____ **DATE:** _____

_____ A response is appended to this RFI, since a more detailed explanation is required.

Distribution: PA DMVA AS-PA
PA DMVA COTR
PA DMVA FCMM
Contractor(s)
Other: _____

Change will result in:
 Credit Change Order
 Debit Change Order
 Field Order
 No Change in

Contract

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GENERAL CONDITIONS

GC-1 DEFINITIONS:

The terms below are used throughout this specification and shall be interpreted per the following:

- (1). The terms Department and DMVA, shall both mean or refer to the Commonwealth of Pennsylvania, Department of Military and Veterans Affairs, Fort Indiantown Gap, Annville, PA 17003, as if written in full.
- (2). Field Construction Maintenance Manager (FCMM) shall mean the person employed by and/or authorized to represent the Department and shall act in its behalf and best interest.
- (3). The terms Armory, Organizational Maintenance Shop (OMS), Training Site, Fort Indiantown Gap, or Veterans Home, shall all mean or refer to the actual location at which the work shall be accomplished, as if written in full.
- (4). The term Contractor shall mean that person/s, partnership, corporation, or entity responsible for the specified work, to include his/her employees, representatives, agents and any Subcontractor retained to assist in the execution of the work.
- (5). The term Contractor shall mean that person/s, partnerships, corporations or entity, to include employees, agents and representatives, retained by the Contractor to assist in the execution of the specified work. The Contractor shall have complete and ultimate responsibility for all work performed by Subcontractors.
- (6). A *Flyer* is a written order to bidders, issued by the Department prior to the due date for submittal of Invitation for Bids and Contract Proposal, clarifying points of issue and/or authorizing additions, deletions or modification to the specification and/or drawings. All flyers shall become and be enforced as a part of the Contract Documents. Receipt of all flyers shall be acknowledged on the Bidding Documents at time of submittal.
- (7). A *Change Order* is a written order to the Contractor, issued after the execution of all Contract Documents, authorizing a change in the work irregardless of any adjustment in the Contract sum. All Change Orders will be issued by the Department's Purchasing Office and will be valid only after fully executed by all parties. The Contract *shall not be authorized* to incorporate any work required by Change Order until after receipt of the fully completed Change Order is received from the Department. The Change Order will be the original purchase order number with the revisions included.

(8). The *date of Commencement of work* is the date upon which the Department Notice to Proceed, is issued to the Contractor in completed form.

(9). The *date of Substantial Completion of work*, or designated portion thereof, is the date on which the FCMM inspects and approves that construction is sufficiently complete, in accordance with the Contract Documents, so that DMVA may occupy the project or designated portion thereof.

(10). *Final Acceptance* shall mean total completion of all specified work in accordance with all Contract Documents and subject to final job site inspection by FCMM. This final acceptance, and date thereof, shall be documented by signing of a Receiving Report by the FCMM, and shall further serve as the beginning date of all implied and written warranties in accordance with GC-30 and GC-31.

GS-2. SPECIFICATIONS:

The specifications are drawn to indicate the general character and extent of the work to be accomplished. If before or during the completion of the work, the Contractor deems it necessary to modify the specifications, such modifications will first be reviewed and approved by the Department. Should any incidental work or material be required which is not denoted in the specifications, either directly or indirectly, but which is necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required, and shall perform all such work as fully as if it were particularly described and delineated.

The organization of the specifications into divisions, sections, articles and paragraphs shall not limit the Contractor in dividing the work among Subcontractors and tradesmen, or in establishing the extent of work to be performed by any trade or limit the responsibility for a complete project.

GS-3. DRAWINGS:

The drawings, if provided, are prepared to indicate the general character and extent of the work to be accomplished. If before or during the prosecution of the work, the Contractor deems it necessary to modify the drawings, such modifications will first be reviewed and approved by the Department. Should any incidental work or material be required which is not shown on the drawings, either directly or indirectly, but which is necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required, and shall perform all such work as fully as if it were particularly delineated.

Drawings shall be distributed and used in full sets only, as the work required by different trades may appear on more than one drawing.

Drawings *shall not* be scaled to obtain dimensions. If a dimension is not given, cannot be computed or a question should arise, contact the Department for clarification.

All dimensions and existing conditions *shall be checked and verified at the site* by the Contractor. Materials, parts, equipment, etc. shall be furnished to field measurements. Dimensions given relative to existing equipment and construction are for Contractors general information and shall be verified in the field.

GC-4. COORDINATION OF SPECIFICATIONS AND DRAWINGS:

Specifications and drawings are complimentary. What is written, shown and/or required by any one part shall be as binding as if written, shown and/or required by all.

GC-5. ORDER OF PRECEDENCE:

Whenever possible, Contract Documents and the drawings should be read together to give effect to all provisions. In the even of a conflict among provisions that is not reasonably reconcilable, the following order of precedence shall apply:

- (1). The Specifications
- (2). The General Conditions
- (3). The Drawings, if included
- (4). The Contract Bonds
- (5). The Invitation for Bid and Contract Proposal
- (6). Any other documents incorporated in the Contract

GC-6. ERRORS AND/OR OMISSIONS:

The Contractor shall perform the work in accordance with the intent of the drawings and specifications, and shall not take advantage of any error, omission, and/or discrepancy between the drawings and specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Department. The Contractor shall not proceed with work in any area where an error or discrepancy is claimed until the error or discrepancy is resolved by the Department. When required, the Department will make such corrections and interpretations deemed necessary for fulfillment of the drawings and specifications.

Any modification of, or change in, the drawings or specifications required to update, adjust, accept or fully complete the work contemplated by the Contract, shall be determined and ordered, in writing, by the Department.

GC-7. SPECIFICATIONS AND DRAWINGS AT SITE:

Contractor shall maintain on site one complete set of drawings and specifications, to include any and all flyers and change orders. These documents shall be for use of visiting personnel only.

GC-8. SITE INSPECTION:

Prior to submission of bid, and at no cost to the Department, the Contractor is encouraged to physically visit/inspect the project site to determine exact sizes, quantities, locations, and local conditions that may effect work, etc.

Should any discrepancies, points of issue or conflicts arise between the local conditions and these specifications and/or drawings, the facts shall be reported to the Department *at least ten (10) working days prior to bid opening*, for clarification. If warranted, a flyer citing such clarification, addition and/or deletion, shall be issued to all bidders.

Submission of a bid and/or the execution of the Contract shall demonstrate compliance with this requirement and negate any future right of the Contractor, in producing a complete and satisfactory project, to claim extra compensation.

GC-9. CHANGE ORDERS:

See Definitions, paragraph a. (7), GC-1.

The Department, without invalidating the Contract, and within the general scope of the other Contract Documents, may order changes in the work consisting of additions, deletions, modifications or other revisions as required, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work *shall be only authorized* by written Change Order issued by the Department, and shall be executed under the applicable conditions of the Contract Documents.

The cost or credit to the Department resulting from a Change in the Work shall be determined in one or more of the following ways at the option of the Department:

(1). By mutual acceptance of a lump sum properly itemized. (2). By unit prices stated in the Contract Documents or subsequently agreed upon. (3). By arbitration if all parties fail to agree upon adjustments to be made in accordance with GC-41.

d. The Department shall have authority to order minor changes in the work not involving an adjustment in the Contract sum or an extension of the Contract time, and not inconsistent with the intent of the Contract Documents.

Under *NO* circumstances shall the Contractor comply with any verbal or written instructions from DMVA, for addition, deletions or alterations to the Contract drawing and specifications. All such requests shall be directed to the Department or the FCMM for approval. Failure to obtain written change order or amendment prior to compliance with requests shall be at the Contractors risk and he shall remain liable for any expenses and/or corrections required by the Department.

Nothing provided in the Condition: however, shall excuse the Contractor from proceeding with the prosecution of the work.

GC-10. SUPERVISION:

The Contractor shall employ a competent supervisor, who shall be in constant attendance at the project site during the progress of the work. The supervisor shall represent the Contractor and have the authority to act on the Contractors behalf, in his/her absence. All communications given to the supervisor shall be as binding as if given to the Contractor.

GC-11. WORKMANSHIP:

All workmanship shall be first class and in conformance with the best professional trade practices, procedures and standards.

The Contractor shall be responsible to the Department for the acts and/or omissions, of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the work under this contract.

Only workman *skilled in their respective trades* will be employed on this work.

All work shall be performed in such manner as to prevent damage or injury to the DMVA Property, contents or personnel, adjacent properties and the general public. (See GC-45 for temporary protective measures.)

GC-12. PERMITS, FEES AND NOTICES:

The Contractor *shall secure and pay for* all permits, fees, licenses, certificates, inspections, etc. required by any Federal, State or local authorities necessary for the proper execution and completion of his work.

The Contractor *shall pay any and all hookup costs* levied by any public or private utility company.

The Contractor *shall give all notices* require by any public or private entity.

The Contractor *shall be responsible for notifying* all utility companies of construction start, in full compliance with the requirement of P.L. § 852, Act 287

approved 10 December 1974 and shall further check and verify the location of existing utilities required to remain in place, including that overhead or underground, and take all necessary precaution to prevent injury or damage during the performance of the Contract and shall be responsible for any and all damages thereto.

GC-13. CODES AND REGULATIONS:

All work required under this Contract shall be in strict compliance with all Federal, State, and local statutes/codes/regulations, whichever being the more stringent. Additional requirements, if applicable, shall be so listed under specific items elsewhere.

The Contractor, in his own best interest, shall review and be familiar with all applicable laws, codes, ordinances, regulations, rules and orders which bear on the performance of the work under this Contract and shall further comply with such items. If the Contractor observes that any of the Contract Documents are at variance therewith, in any respect, he shall properly notify the Department in writing. If the Contractor performs any work that is contrary to such applicable laws, ordinances, regulations, rules or orders, and without such written notice to the Department, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

Where mentioned herein and/or elsewhere in the specifications all Federal, State and local codes, rules, regulations, laws, etc. shall refer to editions in effect at the date of proposal, including current addenda and errata if any.

GC-14. TAXES:

The Contractor *shall pay* all sales, consumer, use and other similar taxes required by law.

GC-15. START OF CONSTRUCTION:

Upon receipt of the *fully executed* Department Agreement, the Contractor shall start construction within ten (10) working days and/or notify the Department or its' Inspector of intentions to start and the justification for start date extension.

Absolutely no construction will be started until an Initial Job Conference is conducted in accordance with GC-19, a Department Agreement is fully executed by all parties, all bonds in accordance with GC-49 and insurance requirements in accordance with GC-50 are complied with.

Failure to start construction with paragraph a., this GC, may be cause to terminate this contract.

GC-16. TEMPORARY SUSPENSION OF WORK:

If, in the judgment of the Department, the Contractor is taking undue risk of damage to any part of a structure or installation by proceeding with the work during unfavorable weather or other unsuitable conditions, then the Department at its option, may suspend the work temporarily, either wholly or in part for such periods as may be necessary for safe and proper prosecution of the work. In case of such suspension, an extension of time may be allowed provided the conditions of GC-17 are complied with, but no allowance will be made to the Contractor for any additional expense of damages resulting therefrom. It shall be clearly understood that the failure of the Department to suspend the work shall not relieve the Contractor of his responsibility as specified.

During Annual Training, Mobilization and/or when the facility is unoccupied, for any reason, work may be temporarily suspended for such time periods as required, unless prior arrangements have been made with and approved by the Department.

When the Department directs resumption of the work, the Contractor shall resume full operations within a period of ten (10) days after date of notice to do so.

Suspensions of work as outlined above shall not in itself automatically extend the Contract completion time. If additional time is required or anticipated, the Contractor shall submit a request for extension of time in accordance with GC-17.

GC-17. EXTENSION OF COMPLETION DATE:

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Department or its' employees, by any separate Contractor employed by the Department, by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, causes beyond the Contractor's control, delay authorized by the Department pending arbitration, temporary suspension of work or by any other cause which the Department determines may justify the delay, then the Contract time may be extended for such reasonable time as the Department may determine and approve, upon Contractor's request.

All requests for extension of time shall be submitted, not more than fifteen (15) days from date of occurrence, to the Department in writing, on the Contractor's letterhead. Justification for the extension and period of time requested shall be so stated. Additional documentation may be required by the Department as necessary.

Upon receipt of the request, the Department shall review, grant or deny the request and/or require additional documentation be submitted within ten (10) days. The Department shall notify the Contractor within ten (10) working days from receipt of request of approval/disapproval and additional time to be granted.

GC-18. TERMINATION:

The Department may terminate this Contract for default if the Contractor fails to perform satisfactorily. If the Contract is terminated for default, the Contractor shall remain liable to the Department for completion of the project in accordance with the Contract Documents. Such termination shall be cause for forfeiture of Performance Bond, provided under GC-49 and/or other monetary restitution for any direct or consequential damages arising out of the default.

The Department may terminate this Contract at any time without penalty upon written notice to the Contractor if State and/or Federal funds are not available to fund this Contract.

The Department may terminate this Contract if the Contractor fails to start construction in accordance with GC-15.

The Department may *immediately* terminate this Contract, without written notice or penalty, should the Contractor's Insurance policies, required under GC-50, be cancelled during the terms of this Contract and any approved extension thereof.

The Department may terminate this Contract at any time, in accordance with GC44, for discrimination against any persons.

The Department may terminate this Contract at any time for its convenience upon thirty (30) days written notice to the Contractor of such termination.

GC-19. JOB CONFERENCE:

An Initial Job Conference *shall be conducted*, prior to start of any construction between the Department and the Contractor.

Contractor shall notify the FCMM a minimum of five (5) working days prior to start of work for scheduling of conference.

In addition to the Initial Job Conference, such interim work progress conferences, as required, shall be conducted at the site and attend by a representative of the Department, Contractor and/or a representative authorized to act on his/her behalf.

GC-20. WORKING HOURS:

All work shall be done during the *normal working hours* of DMVA Monday through Friday, excluding State and Federal Holidays, unless prior arrangements have been made and approved by the Department.

Under certain unusual conditions, the Department may require that the Contractor work other than the normal working hours of DMVA. Such work shall be

authorized only by the Department, shall further be defined in paragraph j., Section 1 – Special Requirements/Information, this specification, and shall be complied with at *no additional expense to the Contract*.

GC-21. TEMPORARY UTILITIES FOR CONSTRUCTION USE:

DMVA shall provide temporary water, sanitary facilities, electricity (except for welding), heat and phone (local calls only), unless otherwise specified.

These utilities shall only be provided to such extent and capacities as that currently existing on site. Additional capacities and/or facilities, in excess of existing, required to comply with the Contract shall be provided by the Contractor at his expense.

GC-22. INTERRUPTION OF DMVA OPERATIONS:

Whenever it becomes necessary to interrupt existing utility services of DMVA, such as sewer, water, phone, gas, heat, electric service or other utilities the Department may require the work to continue on a twenty-four (24) hour basis until the service is restored, or at such alternate time required, see paragraph b., GC-20.

All work or interruption of utilities shall be completely coordinated with DMVA so as to minimize any interference with normal operations.

GC-23. MATERIAL AND EQUIPMENT:

All materials and equipment required by this Contract shall be warranted by the Contractor to be new and in perfect condition, unless otherwise specified and approved by the Department.

The Department has the right to reject any materials or equipment not in strict accordance with the specifications.

Rejected material shall be *immediately* removed from the site at the Contractor's expense.

GC-24. PRODUCTS DISCRIMINATION/TRADE PRODUCTS:

a. The Contractor shall not use, or permit to be used in the work, any supplies, equipment or materials manufactured in any state or territory of the United States which does not permit the purchase or use of supplies, equipment or materials manufactured in the Commonwealth of Pennsylvania, in or on its public building or other works of such state or territory.

States/Territories included: Alaska, Arkansas, Hawaii, Montana, New Mexico, Wyoming, Puerto Rico, West Virginia. The Department reserves the right to amend this listing at any time.

b. In accordance with the Trade Practices Act of July 23, 1968, P.L. § 686 (71 P.S. Section 773.101 et seq.), the Contractor cannot and shall not use, or permit to be used in the work, any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, Mexico, and Argentina have been found to discriminate against certain product manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

(1). Brazil: Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products including hot-rolled stainless steel bar; concrete steel wire strand; hot-rolled carbon steel plates in coil; hot-rolled carbon steel sheet, and cold-rolled carbon steel sheet.

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

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

(4). Mexico: Certain iron-metal construction castings including manhole covers, rings and frames, catch basin frames and grates, cleanout covers, grates, meter boxes, and valve boxes; galvanized carbon steel sheet; cold-rolled carbon steel sheet; carbon steel sheet; carbon steel plate in coil; carbon steel plate cut to length; and small diameter carbon steel plate welded pipe.

(5). Argentina: Carbon steel wire rod and cold-rolled carbon steel sheet.

Any products incorporated into the work in contradiction to this requirement, either before or after the fact, shall be removed and replaced with acceptable products. Any subsequent work required to restore adjacent areas due to such work shall be at the Contractor's expense.

In addition to the requirement of paragraph c., this GC, additional penalties for violation of this General Condition may and/or can be imposed as found in the Trade Practices Act, which include becoming ineligible for Public Works Contracts for a period of three (3) years.

e. Note that this GC in no way relieves the Contractor of responsibility to comply with the additional requirements of GC-25, which prohibits the use of foreign made steel and cast iron products.

GC-25. STEEL PRODUCTS:

In the performance of any Contract awarded pursuant to this invitation to bid, the Contractor, Subcontractors, materialmen, or suppliers shall use only steel products, rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel-making process. Steel products included not only cast iron products, but also machinery and equipment listed in United States Department of Commerce Standard Industrial Classifications 25 (furniture and fixtures), 35 (machinery, except electrical), and 37 (transportation equipment), and of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, it shall be determined to be a United State steel product only if at least 75% of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).

When unidentified steel products are supplied under a Contract, before any payment will be made, the Contractor must provide documentation including, but not limited to invoices, bill of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, the Contractor must submit certification which satisfies the Department that the Contractor has fully complied with this provision. The Department shall not provide for, or may any payments to, any person who has not complied with the Act. Any such payments made to any person by the Department which should not have been made as a result of the Act shall be recoverable directly from the Contractor, Subcontractor, manufacturer, or supplier who did not comply with the Act.

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

d. The Contractor shall include the provisions of this General Condition in every subcontract and supply contract so that the provisions of the Act shall be binding upon each Subcontractor and supplier.

GC-26. MATERIAL AND EQUIPMENT DELIVERIES:

If requested, DMVA, with prior notice/coordination/approval, will accept delivery of construction materials and equipment in the Contractor's absence.

In accepting such deliveries, the Department shall in no way be held responsible for unloading, proper storage, security, verifying the completeness of the shipment or liable for claims of damaged or missing materials/equipment.

GC-27. STORAGE OF MATERIALS AND EQUIPMENT:

Storage areas for construction materials, equipment and tools shall be provided by DMVA only to such extent as the existing facilities allow and all storage shall be strictly confined to these approved areas.

In no way shall such stored materials and equipment interfere with the normal operations of DMVA and the Contractor may be required to relocate stored items should current circumstance change due to unforeseen conditions or monthly Guard Inactive Duty Training.

On site storage trailers shall not be permitted without prior approval of DMVA.

DMVA shall in no way be held responsible for the security of and/or damage to any stored items.

GC-28. PROPRIETARY NOMENCLATURE:

Brand names, where specified, are given only for the purpose of establishing a standard type and quality for estimating purpose. Similar materials will be acceptable if submitted to the Department for approval, with sufficient documentation on which to base a decision. Subsequent to Contractor's declaration in writing of the type, size, model and make of a major item of equipment to be furnished, no substitution shall be made without approval in writing by the Department.

GC-29. SHOP DRAWING SAMPLE SUBMITTAL:

The Contractor shall submit to the Department, for approval, such shop drawings, samples, catalog cuts, descriptive data, certifications, etc. as required, for those construction items to be incorporated into the project and in the quantities as listed elsewhere.

Each item submitted shall indicate the project number, Contractor's name and Contractor's approval by initialing, and be dated.

All submittals shall be at the Contractor's expense.

Contractor shall coordinate the submittals so that delays in the construction shall be avoided due to a certain phase of work being dependent on the other phases.

Absolutely no items required for submittal, shall be ordered or installed prior to approval by the Department.

NO SUBSTITUTIONS shall be made after approval has been granted.

See paragraph g., Section 1 – Special Requirements/Information, this specification, for itemized listing of submittal items.

GC-30. WARRANTY, ONE YEAR:

The Contractor shall warrant that all materials, equipment and workmanship, under this Contract, shall be free of any defects for a period of ONE (1) year after date of final acceptance, see paragraph a. (10), GC-1.

Upon notice, the Contractor, at his expense, shall promptly make all required repairs and/or replacements of such defects to the satisfaction and approval of the Department.

Any adjacent construction disturbed in fulfillment of this warranty, as well as any subsequent damage to other parts of contents of the facility due to such defects, shall also be repaired and/or replaced to original condition and the satisfaction/approval of the Department, at no additional expense.

The Department shall make any and all corrections required under this warranty due to the Contractor's failure to fulfill this obligation, by either commencement of repair work and/or notification to the FCMM of intentions. The Contractor shall remain liable, to the Department, for such work required to make corrections of items incorporated into the project under all Contract Documents. Such failure to honor this requirement shall be cause for forfeit of Warranty Bond, provided under GC-49 and/or other monetary restitution for any direct or consequential damages arising out of this failure to comply.

e. The Department retains the right to make, without voiding this warranty, any and all necessary emergency repairs/replacements, as necessary, should the Contractor not respond within a reasonable time period to prevent damage or endanger the facility, personnel and/or its' contents. Costs for such work shall be charged to the Contractor.

GC-31. WARRANTIES, EXTENDED:

The Department, in addition to the one year warranty, may require an extended warranty period, of either the Contractor and/or material and equipment manufactures and suppliers, for certain items as elsewhere specified.

Any such required warranties *shall be in written form* and submitted to the FCMM prior to final acceptance.

Paragraph b., c., d. and e. of GC-30 shall be a part of this requirement as if written in full.

See paragraph h., Section 1 – Special Requirement/Information, this specification, for itemized listing and warranty period required.

GC-32. CUTTING/PATCHING/FITTING:

Contractor shall be responsible for all cutting, fitting and patching, of the existing structure of individual components thereof, as required for implementation of the specified work. All cutting shall be accomplished in such manner as the final finish shall match the adjacent areas and be to the satisfaction of the Department. All such work shall be at no additional cost to the Contract.

GC-33. WELDING:

All welding, if required, *shall be performed only by* certified welders who have passed qualification test using procedures covered in the American Welding Society Standard B3.0, Part II, or the Military Standard MIL-STD-248, such certification shall be provided to the Department prior to start of work and dated within the preceding 12 months. Contractor shall have readily available on #10 ABC portable fire extinguisher during welding operations. Contractor shall provide temporary protection of adjacent materials or equipment as required. All electric power for welding on the site of the project shall be supplied by the Contractor, who shall use self-contained engine generating units for producing such power.

GC-34. SCAFFOLDING, TRESTLES, LADDERS, PLATFORMS:

The Contractor *shall furnish at his own cost and expense*, all scaffolding, trestles, ladders and platforms and other equipment that is required for the execution of the work. All

such items shall be in full compliance with the safety regulations of the Occupational Safety and Health Administration, latest edition.

GC-35. MANUALS, DIAGRAMS, INSTRUCTIONS:

Prior to final acceptance of work the Contractor *shall submit* all operation manuals, maintenance manuals, wiring diagrams and other manuals or literature, for all equipment incorporated into the project, to the FCMM.

The Contractor shall further provide qualified person/s, as required to explain and demonstrate proper equipment operation, care and maintenance to DMVA representatives.

GC-36. CORRECTION OF WORK:

The Contractor *shall promptly correct all* work rejected by the Department as defective or nonconforming, or as failing to conform to the Contract Documents whether observed or after fabrication, installation or completion. The Contractor shall bear all costs of correction such rejected work.

If the Contractor does not remove or correct such defective or nonconforming work within a period of ten (10) days from notice or notify the FCMM of intentions, the Department shall retain the right to proceed with such steps as necessary to correct defects. Costs of such work shall be charged to the Contractor.

GC-37. CLEAN UP, GENERAL

The Contractor, at all times, shall keep the premises free from accumulation of waste materials, debris and rubbish caused by his operation.

At the completion of the work or when directed by the Department, and such other times as required to provide a clean/safe working environment, the Contractor shall remove all such refuse from the site and properly dispose of that refuse in accordance with all Federal, State and local codes and regulations.

The Contractor shall also promptly remove all construction tools, equipment, machinery, trailers and surplus materials from the site when no longer required.

All areas of the Department shall be restored to the same state of cleanliness that existed prior to start of work.

At completion of the project all areas of work shall be left "broom clean" except, and in addition to, specific cleaning as elsewhere specified.

f. See paragraph i., Section 1 – Special Requirements/Information, this specification, for listing of specific/additional items to be cleaned.

GC-38. SENSITIVE INFORMATION:

The Contractor shall not publish or otherwise disclose, except to the Department, any information or data obtained under, or as a result of this Contract (except for public information as defined in the Right-to-Know Law, Act of June 27, 1957 P.L. 390, as amended, 65 P.S. 66.1), without the express consent of the Department.

GC-39. CONFLICT OF INTEREST:

Interests of Members of the Commonwealth – No officer, member, employee of the Commonwealth or member of its' governing body who exercises any function or responsibilities under this Contract shall participate in any decision relating to this Contract which affects their personal interest or interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall any such officer, member, employee of the Commonwealth or member of its' governing body have any interest, direct or indirect, in this Contract or the proceeds thereof.

Interests of Contractor – The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of its' services hereunder. The Contractor further covenants that in the performance of this Contract, he/she shall not knowingly employ any person having such interest and certified that no member of the board of the Contractor or any of its' officers or directors has such adverse interest.

GC-40. CONTRACTOR INTEGRITY:

a. Definitions.

(1). Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

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

(3). Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

(4). Financial Interest Means:

ownership of more than 5% interest in any business, or
holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

(5). Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.

The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.

Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided herein.

Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other Contractor, Subcontractor, or supplier providing services, labor, or material on this project.

The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the Contractor for a period of three (3) years beyond the termination of the contract unless otherwise provided by law.

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

GC-41. DISPUTES AND ARBITRATION:

The parties agree that they will endeavor to settle all claims, disputes, and questions arising under this Contract by mutual agreement. Any claim, dispute, question or other matter arising under this Contract, or any claimed breach hereof, will be discussed by the parties at a conference to be held with ten (10) days after either party files a written dispute, claim, question or other matter with the other party. If the dispute, claim, questions or other matter is not informally resolved at the conference, the Secretary, State Armory Board, upon request of either party, will issue a written decision on the dispute, claim or questions. This decision will be issued not more than fifteen (15) days after the dispute's conference and shall be considered the final agency decision on this matter subject to review by the Board of Claims set forth in paragraph b., this General Condition.

All questions or disputes arising between the parties hereto respecting any matter pertaining to this Contract or any part thereof, or any breach of said Contract arising thereunder which are not resolved informally, in accordance with paragraph a., this GC or by the disputes conference shall be referred to the Board of Claims, (as set for in Act of May 20, 1937, P.L. § 72B as amended by Act No. 1978-260, 72 P.S. 4651-1 et seq) whose decision and award shall be final, binding

and conclusive upon all parties hereto, and all rights or any action of law or in equity and by virtue of this Contract, and all matters connected with and relative thereto are hereby expressly waived. Reference to questions under this arbitration provision must be prior to the final payment to the Contractor.

GC-42. LABOR REGULATION:

All laws of the Commonwealth pertaining to regulations and conditions of employment shall be observed, including Labor Discrimination Act 382, approved July 18, 1935.

All laborers and mechanics employed by the Contractor for the work to be performed under this contract shall have been residents of the Commonwealth for at least ninety days prior to their employment in compliance with Act No. 414, approved July 19, 1935.

Failure to keep and comply with this provision shall be sufficient legal reason to refuse payment of the contract price to the Contractor.

GC-43. VETERAN'S PREFERENCE:

The Department recommends that, all things being equal, Contractors give preference in employment on Department projects to veterans of the Armed Services of the United States of America.

GC-44. NON DISCRIMINATION/SEXUAL HARASSMENT CLAUSE:

During the terms of this Contract, Contractor agrees as follows:

(1). In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, Subcontractor, or any person acting on behalf of the Contractor or Subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(2). Neither the Contractor nor any Subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed or color.

(3). Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

(4). Contractors shall not discriminate by reason of gender, race, creed, or color against any Subcontractor of supplier who is qualified to perform the work to which the contract relates.

(5). The Contractor and each Subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Non Discrimination/Sexual Harassment Clause. If the Contractor or any Subcontractor does not possess documents of records reflecting the necessary information requested, the Contractor or Subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

(6.) The Contractor shall include the provisions of this Non Discrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each Subcontractor.

(7). The Commonwealth may cancel or terminate the contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Non Discrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

GC-45. DAMAGE RESPONSIBILITY:

The Contractor shall provide, at no additional expense to the Department, such temporary protective measures required and/or if directed so by the Department to protect the existing DMVA property and contents, adjacent properties and contents and the general public.

(1). Any damage to any part of the structure, its' contents, adjacent properties or contents caused during the execution of this Contract shall remain the Contractor's responsibility to repair or replace, at the option of and to the satisfaction of the Department at no additional expense to the Contract.

(2). All temporary protective items shall be promptly removed, by the Contractor, when no longer required or when so directed by the FCMM.

GC-46. PAYMENT – FORMAL CONTRACTS:

- a. Upon completion and final inspection/acceptance of all specified work, to include any changes, the Contractor will be paid the total amount of the contract sum, subject to any authorized additions to or deductions from said amount by valid Change Order in accordance with GC-9.

Requests for partial payment will be coordinated with the FCMM and forwarded to Contracting Officer for approval. Partial payment will not exceed payment for work completed less ten percent (10%). Partial payment will not be accepted more than once every thirty (30) days.

Payment for stored materials will be approved only for materials for DMVA projects and actually stored on the job site.

GC-47. PROPOSAL GUARANTY:

- a. For Informal Contracts, see paragraph a. (11), GC-1.

None required for this type of contract.

- b. For Formal Contracts, see paragraph a. (12), GC-1.

(1). A bid bond, certified check, bank cashier's check, trust company treasurer's check or an irrevocable money order, drawn to the order of the Commonwealth of Pennsylvania, in an amount not less than five percent (5%) of the bid amount submitted, must accompany bidding documents. Should a bid bond be selected as the bidders choice of proposal guaranty it *WILL ONLY BE ACCEPTED* on MA-SAB Form 7, provided with Contract proposal documents.

(2). Company check, personal checks or regular/standard money orders *WILL NOT* be considered as security.

(3). Failure to comply with this General Condition shall be cause to reject a Contractor's bid submittal.

(4). Forfeiture of proposal guaranty:

(a). If the Bid Proposal is withdrawn under any other Conditions or circumstances than stated under GC-48.

(b). If the lowest responsible bidder to whom the Contract is awarded fails to obtain and/or submit the surety bonds required by GC-49 within thirty (30) days after receipt of the Department Agreement, the amount of the proposal guaranty shall be forfeited to the Commonwealth, not as a penalty, but as liquidated damages.

(c). If the lowest responsible bidder to whom the Contract is awarded fails to obtain and/or submit the insurance required by GC-50 within thirty (30) days after receipt of the Department Agreement, the amount of the proposal

guaranty shall be forfeited to the Commonwealth, not as a penalty, but as liquidated damages.

(d). If the lowest responsible bidder to whom the Contract is awarded fails to start construction as required by GC-15, the amount of the proposal guaranty shall be forfeited to the Commonwealth, not as a penalty, but as liquidated damages.

GC-48. WITHDRAWAL OF BID PROPOSALS:

Prior to bid opening: Bidders may withdraw any bid proposal after it has been received by the Department without forfeiture of proposal guaranty, see GC-47, provided the bidder makes a formal request in writing and the request is received by the Department prior to the time of bid opening. Where the request for withdrawal is made by telegram, said withdrawal will not be effective until a confirmation letter is received by the Department. The letter confirming the withdrawal must be postmarked prior to the time of the bid opening, must be registered or certified and must be executed by the parties authorized to execute the Contract Bid Proposal. *Request for withdrawal will not be accepted over the telephone.*

After the bid opening:

(1). Bidders may withdraw a bid proposal from consideration after the bid opening without forfeiture of proposal guaranty, see GC-47, provided the bid price was submitted in good faith, and the bidder submits credible evidence that the reason for the price bid being substantially lower was a clerical mistake as opposed to a judgment mistake, or was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity or work, labor, material or services made directly in the compilation of the bid, provided the following conditions are complied with:

(a). The Department is notified, in writing, with two (2) business days after the bid opening.

(b). The withdrawal of the bid would not result in the awarding of the contract or another bid of the same bidder, partners, a corporation or business venture owned by or in which any interest is held by the bidder.

(2). No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any Subcontract or other work agreement for any person to whom the contract is awarded without the written approval of the Department.

(3). Should all bids be rejected, due to such withdrawal, and the Department decided to re-bid the project, the bidder permitted to withdraw their bid proposal shall be liable for the costs of printing new bidding/contract documents and mailing such documents to bidders which desire to resubmit a new bid and were on the original bidders list.

(4). Under no circumstances shall the withdrawing bidder be permitted to resubmit a bid on the same project.

(5). Should either the Department or the bidder intend to contest any items under this General Condition, such shall be done so in accordance with the provisions of Title 73, Act 1974, Jan 23, P.L. 9, N. 4, 1 to 8.

GC-49. SURETY BONDS:

a. For Informal Contracts, see paragraph a. (11), GC-1.

(1). None required for this type of Contract.

b. For Formal Contracts, see paragraph a. (12), GC-1. Prior to the award of any contract, the successful Contractor must furnish to the Department the following Contract Surety Bonds, in the amounts specified:

(1). Performance Bond in the amount of one hundred percent (100%) of the Contract amount. Such bond shall be for the faithful performance of the contract in accordance with the plans, specifications, conditions and all other Contract Documents. Such bond shall be solely for the protection of the DMVA.

(2). Payment Bond (labor and material) in the amount of one hundred percent (100%) of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the Prime Contractor to whom the contract was awarded, or to any provided for in such contract and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the project site.

(3). Warranty Bond in the amount of ten percent (10%) of the contract amount. Such bond shall be for the correction of defects in materials, equipment, fixtures, workmanship or other items incorporated into the project, through the execution of compliance with all Contract Documents, which occur within a one (1) year period after completion of the project, if such defects are not corrected, to the satisfaction of the Department, by the Contractor in accordance with the requirements of GC-30.

(4). Surety Bonds shall be submitted within fifteen (15) days after the receipt of the Department Agreement, for Contractor's signature. Surety bonds shall be properly executed and certified by the Contractor's surety company.

(5). Failure to secure and submit such surety bonds shall be cause to forfeit Contractor's proposal guaranty per requirements of GC-47, and could further be cause for not awarding contract.

GC-50. INSURANCE AND INDEMNIFICATION:

a. For formal and informal contracts, see paragraph a. (11) and (12), GC-1.

(1). The Contractor shall take out and maintain during the life of this Contract, and any approved extension thereof, public liability insurance against bodily injury, death and/or property damage that may arise out of, or be related to, the activities of the Contractor under this contract, in the minimum amounts as follows:

(a). \$250,000 per person and \$1,000,000 per occurrence for person/bodily injury and/or death

(b). \$1,000,000 for property damage

(c). The Department reserves the right to require additional insurance or adjust the amount of coverage required, if further specified under paragraph

j. Section 1 – Special Requirements/Information, this specification.

(2). The Contractor shall also take out and maintain during the life of this contract, and any approved extension thereof, appropriate Workmen's Compensation coverage, in accordance with the laws of the Commonwealth of Pennsylvania.

(3). Insurance coverage shall apply to the operations of the Contractor, Contractors employees/offices, agents, general public, Department personnel, Subcontractors, Subcontractor's employees and any other assignees and/or persons either directly or indirectly employed by the Contractor.

(4). The Contractor, by execution of this Contract, certifies that he/she has taken out insurance policies in the amounts specified under paragraph (1) and paragraph (2), this General Condition.

(a). Certificate of Insurance shall be submitted within thirty (30) days after the receipt of the Department Agreement for Contractor signature. Certificate of Insurance *WILL ONLY BE ACCEPTED* on Commonwealth Form STD-24, which will be provided to the Contractor, and shall be properly executed and certified by the Contractor's insurance company.

(b). The Commonwealth of Pennsylvania, and the Department of Military and Veterans Affairs, *must be named as additional insured on all policies of*

liability insurance taken out under this section and the Certificate of Insurance shall expressly indicated that the above named parties are named as additional insured.

(c.) Failure to secure and submit such Certificate of Insurance shall be cause to forfeit Contractor's proposal guaranty per requirements of GC-47, and could further be cause for not awarding Contract.

(5). All policies shall be issued only by Insurance Companies authorized to conduct such business under the laws of the Commonwealth of Pennsylvania.

(6). The Department shall not be responsible for any loss of life, personal injury or property damage of any kind arising out of, or related to, the performance and completion of the contract. The Contractor expressly agrees to indemnify, hold harmless, and defend the Commonwealth of Pennsylvania, The Department of Military and Veterans Affairs, and their employees, agents and assigns, from and against any and all claims, loss, damage, injury, and liability, however caused, resulting from, arising out of, or in connection with the work to be performed under this agreement caused or contributed to in any way by the negligence or alleged negligence, at other tortuous conduct (intentional or unintentional) on the part of the Contractor and/or any of the Subcontractors, agents, employees or assigns.

(7). Required policies under this General Condition shall be in effect from the date of Contractor's acceptance of the Department Agreement, so noted by signature thereto, and shall remain through the entire period of the contract.

Cancellation of any required insurance during the term of the Contract shall be cause for immediate stoppage of all work by the Contractor and any of his/her assignees, until such time tat proof of policy reinstatement is provided to the Department. Failure to immediately reinstate cancelled insurance could further cause termination of this Contract in accordance with GC-18, paragraph d., and forfeiture of surety bonds. Any damage caused to the structure or its' contents because of such stoppage shall be the Contractor's responsibility to repair or replace, to the Department's satisfaction, at no additional cost to the Contract amount.

(8). Failure of the Contractor's insurance company to notify the Department of any policy cancellation, shall in no way limit the Contractor's responsibility and/or liability for bodily injuries and/or property damage, for which the Contractor, the Contractor's heirs, or assignees shall be held personally accountable for the financial restitution of claimants.

(9). Insurance and Indemnification: Automobile Liability Insurance in the amount of \$1,000,000 for injury to or death of one person in a single occurrence and \$3,000,000 for injury to or death of more than one single occurrence and \$500,000 for a single occurrence of property damage.

(10). The insurance shall not contain any endorsements of any other form designed to limit and restrict any action by the Commonwealth as an additional insured, against the insurance coverage in regard to the work performed for the Commonwealth.

GC-51. SEPARATE CONTRACTS:

The Department reserves the right to award separate Prime Contracts in connection with certain portions of work required for this project.

When separate Prime Contractors are awarded for different portions of the project, the Contractor in the Contract Documents shall be the Contractor who signs each separate Prime Contract.

Mutual responsibility of Contractors:

(1). The Contractor shall afford other Prime Contractors reasonable opportunity for execution of their work, the introduction and storage of their materials and equipment, and shall properly connect and coordinate his work with the work awarded by the Department to other Contractors.

(2). Work shall be conducted and coordinated so as not to interfere with the work of other Contractors. If any part of the Contractor's work depends on proper execution of, or results of, the work of any other Prime Contractor, not under contract to him, the Contractor shall inspect such work and promptly report in writing to the Department any apparent interference, discrepancies, defects or delays in such work that renders it unsuitable for proper execution and results of his work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other Prime Contractor's work as fit and proper to receive his work, except as to defects which may develop in the other Prime Contractor's work after the execution of the Contractor's work. In the event that any of the prime Contractors shall not complete the various portions of their work in general harmony, and another Prime Contractor shall be cause damage or injury shall have the right to settle by agreement or arbitration such claim or dispute in accordance with the provision of paragraph d., this General Condition. The Department, however, shall not be liable to any Prime Contractor for any increased costs or damages resulting from the defective work, interference, or delays of other Prime Contractors.

d. Disputes, claims or actions between Contractors

(1). Should the Contractor, either himself or by his Subcontractors, agents, or employees, cause damage or injury to the property or work of any other Prime Contractor, or fail to perform his work with due diligence or delay any other Prime Contractors who shall suffer additional expense or damage thereby, and a dispute or claim shall arise from such action, it shall be settled per paragraph (2), this General Condition. It is agreed by all parties that disputes or actions between Contractors concerning the additional expense or damage hereinbefore mentioned shall not delay

completion of the work which shall be continued by the parties, subject to the rights afforded by paragraph d. this General Condition. It is agreed by the parties to this Contract that the intent of this clause is to benefit each Prime Contractor on the project and further that they specifically exclude claims against the Department for delay or other damages.

(2). The Contractor agrees that all claims, disputes and other matters in question between Prime Contractors, which arise out of, or are related to this Contract or the breach thereof, shall be settled by agreement or resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate shall be in consideration of the fact that all other Prime Contractors agree to this same arbitration provision as provided in each separate Prime Contract required for the construction of this project, and shall be specifically enforceable under the prevailing Arbitration Law. The award rendered by the arbitrators shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof.

(3). Notice of the demand for arbitration shall be filed in writing with the other Prime Contractors, the American Arbitration Association and an Informational copy shall be filed with the Department. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The Department shall not be a party to the claim, dispute or other matter in question, but shall be a witness in any arbitration at the request of any party to the arbitration, nor shall such claim or dispute be subject to the Board of Claims proceedings provided in GC-41 which is only for settlement for disputes between the Department and a Prime Contractor.

e. The following order of precedence shall be observed for the responsibility of overall coordination and supervision when more than one prime contract is awarded for a project:

- (1). General Contractor
- (2). HVAC Contractor
- (3). Electrical Contractor
- (4). Plumbing Contractor
- (5). Other

GC-52. REJECTION OF PROPOSAL:

a. The Department reserves the right to reject any and/or all bids, in its' discretion, for any of the following conditions:

- (1). If proposals show any omission or irregularities of any kind.
- (2). If proposals show any addition, deletion or qualification not solicited.
- (3). If proposals are altered in any fashion.
- (4). If proposals are not submitted on and/or with all Department provided and approved forms, fully executed by proper authority. (5). If proposal is not accompanied with a proposal guaranty, in accordance with GC-47.
- (6). If bulletins issued prior to proposal due date are not acknowledged and submitted with other bidding documents, in accordance with paragraph (6), GC-1.
- (7). If proposal amount exceeds allocated funding or contracting limit.
- (8). If in the Department's opinion, it is in the best interest of the Commonwealth of Pennsylvania.

b. All proposals are subject to legal review by the Department Chief Counsel, for determination of the above conditions. Technical defects or irregularities on proposals may be waived upon the recommendation of the Department Chief Counsel.

GC-53. PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT:

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

(1). Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C.F.R. § 35.101 et seq., The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contract with outside contractors.

(2). The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph (1).

GC-54. CONTRACTOR RESPONSIBILITY PROVISIONS:

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or subgrantee, who has furnished or seeks to furnish goods, supplies, services or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant or subgrant with the Commonwealth, or with a person under contract, subcontract, grant or subgrant with the Commonwealth or its' state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

(1). The Contractor must certify, in writing, for itself and all its' subcontractors, that as of the date of its' execution of any Commonwealth contract, that neither the Contractor, nor any Subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any government entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

(2). The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract, it has not tax liabilities or other Commonwealth obligations.

(3). The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes or other Commonwealth obligations, or if it, or any of its' Subcontractors, are suspended or debarred by the Commonwealth, the federal government, or any other state or government entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.

(4). The failure of the Contractor to notify the contracting agency of its' suspension or debarment by the Commonwealth, any other state, or the federal government, shall constitute an event of default of the Contract with the Commonwealth.

(5). The Contractor agrees to reimburse the Commonwealth for the reasonable cost of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth which results in the suspension or debarment of the Contractor. Such cost shall included, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigations that do not result in the Contractor's suspension or debarment.

(6). The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at http://www.dgsweb.state.pa.us/DebarmentList_portlet or contacting the:

Department of General Services
Office of the Chief Counsel 603
North Office Building
Harrisburg, PA 17125
Telephone No. 717-783-6472
Fax No. 717-787-9138

GC-55. RECYCLED CONTENT PRODUCTS PROVISION:

The recycled content products provision referenced in Management Directive 215.14, does not apply to this Contract.

GC-56. OFFSET PROVISION:

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other debit of the Contractor or its' subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the Contractor under this or any other contract with the Commonwealth.