



FULLY EXECUTED - CHANGE 1 - REPRINT
Purchase Order No: 4300309725
Original PO Effective Date: 10/31/2011
PO Change Date: 10/31/2011
PO Issue Date: 10/31/2011

Your SAP Vendor #: 183340

Please Deliver To:
Dist 3-3 Montour
45 Lunger Drive Main Entrance
Bloomsburg PA 17815 US

Supplier Name/Address:
I RAY ZIMMERMAN INC
1100 HOCKLEY HILL RD
TURBOTVILLE PA 17772-8618 US

Please Bill To:
Commonwealth of Pennsylvania - PO Invoice
PO Box 69180
Harrisburg, Pennsylvania 17106

Supplier Phone Number: 570-649-5430
Supplier Fax Number: 570-649-6359

Purchasing Agent

Name: Susan Hunsinger
Phone: 570-387-4266
Fax: 570-387-4254

Purchase Order Description:
7840330000##electrical#services#for#I-80

In performing the services or furnishing the material covered by this Purchase Order, the supplier agrees to comply with the Standard Terms and Conditions for Purchase Orders Not Exceeding \$10,000, Form STD 280, located on the DGS website:
http://www.dgsweb.state.pa.us/comod/CurrentForms/STD280_SAP.doc

Suppliers must provide four mandatory elements on PO invoices: PO Number, Invoice Date, Invoice Number, and Invoice Gross Amount. Failure to comply will result in the return of the invoice. Additional optional information such as supplier name, address, remit to information and PO Line Item information will improve invoice processing.

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
1	FY 11 Electrical Services-Labor EB	240.000	Each	11/01/2011	1.00	1	240.00
<p>Item Text This is for the period of 11/1/11 - 6/30/12</p> <p>Hourly rates: Electrician, regular work hours - \$55.00/hr Helper, regular work hours - \$40.00/hr Electrician, premium work hours - \$70.00/hr Helper, premium work hours - \$55.00/hr</p>							

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



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Supplier Name:
J RAY ZIMMERMAN INC

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
2	FY 11 Electrical Services - Labor WB	240.000	Each	11/01/2011	1.00	1	240.00
	Item Text This is for the period of 11/1/11 - 6/30/12						
	Hourly rates: Electrician, regular work hours - \$55.00/hr Helper, regular work hours - \$40.00/hr Electrician, premium work hours - \$70.00/hr Helper, premium work hours - \$55.00/hr						
3	FY 11 Parts/Misc. Cost, EB	250.000	Each	11/01/2011	1.00	1	250.00
	Item Text This is for the period of 11/1/11 - 6/30/12						
4	FY 11 Parts/Misc Cost, WB	250.000	Each	11/01/2011	1.00	1	250.00
	Item Text This is for the period of 11/1/11 - 6/30/12						
5	FY 12 Electrical Services-Labor, EB	1,485.000	Each	07/01/2012	1.00	1	1,485.00
	Item Text This is for the period of 7/1/12 - 10/31/12.						
	Hourly rates: Electrician, regular work hours - \$55.00/hr Helper, regular work hours - \$40.00/hr Electrician, premium work hours - \$70.00/hr Helper, premium work hours - \$55.00/hr						
6	FY 12 Electrical Services-Labor WB	1,485.000	Each	07/01/2012	1.00	1	1,485.00

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

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Supplier Name:

I RAY ZIMMERMAN INC

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
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Item Text

This is for the period of 7/1/12 - 10/31/12.

Hourly rates:

Electrician, regular work hours - \$55.00/hr

Helper, regular work hours - \$40.00/hr

Electrician, premium work hours - \$70.00/hr

Helper, premium work hours - \$55.00/hr

7	FY 12 Parts/Misc. Cost, EB	1,250.000	Each	07/01/2012	1.00	1	1,250.00
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Item Text

This is for the period of 7/1/12 - 10/31/12.

8	FY 12 Parts/Misc. Cost, WB	1,250.000	Each	07/01/2012	1.00	1	1,250.00
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Item Text

This is for the period of 7/1/12 - 10/31/12.

General Requirements for all Items:**Information:****Total Amount:**

SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD



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Supplier Name:
I RAY ZIMMERMAN INC

Header Text

All quantities are estimated.

NOTE: Please notify the purchasing agent listed on the front of this purchase order of any error in regards to the item being purchased such as quantity, price, or item description prior to starting service.

Applicable Provisions:

Standard Terms and Conditions for Purchase Orders Not Exceeding \$10,000, form STD-280 (SAP) is incorporated by reference.

Right-To-Know Law

Green Plan Policy

Insurance Requirements

Purchase Order Validity Start Date - 11/1/11
Purchase Order Validity End Date - 10/31/12

10/31/11 - added validity start and end dates. SAH

Terms of Payment

Please submit invoice to the below address. Make sure the invoice is itemized, has a unique invoice number, and indicates the purchase order number and date(s) of service. Thank You.

Commonwealth of Pennsylvania - PO Invoice
PO Box 69180
Harrisburg, Pennsylvania 17106

No further information for this PO.

Information:

Total Amount:

6,450.00

Currency: USD

SPECIFICATIONS FOR ELECTRICAL SERVICES
AT PENNDOT FACILITIES
MONTGOMERY COUNTY
I-80 ROADSIDE REST AREAS
EAST BOUND AND WEST BOUND

• DESCRIPTION

1. This work will consist of corrective maintenance of switches, electrical lines, various fixtures, area luminaries, motors, and other electrical equipment as required.
 - Corrective Maintenance shall mean the maintenance which is required when an item has failed or worn out, to bring it back to working order, which may also include those services necessary to partially restore, renew or strengthen an existing Department facility or system, following damage caused by use or normal wear and tear.
2. This contract will be used when the following criterion is met:
 - Department employees lack the knowledge required to accomplish the task.
 - The Department does not have the tools and/or equipment necessary to do the job.
 - The scope of work exceeds the capabilities of the work force for any other reason.
 - District Office Electricians are unable or unavailable to perform the required work.

• REQUIREMENTS

1. The electrical contractor shall be qualified to perform electrical work and shall have been actively involved in this business for a minimum of five (5) years.
2. All materials are to be installed as per the current National Electric Code.
3. All materials utilized must be as per existing or approved substitutes.
4. The electrical contractor upon notification by the site supervisor shall proceed and complete the work as promptly as possible.
 1. For non-emergency repairs, work must proceed within three (3) working days once notified.

2. In the event of an emergency, the electrical contractor shall be prepared to proceed with the work immediately upon notification and must be able to work on a 24-hour basis.

- **BIDDING**

1. In order to become familiar with the facilities prior to bidding, contractors are encouraged to conduct a site visit. Site visit can be arranged through the site supervisor.
2. The electrical contractor shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification, because of failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.
3. Location of I-80 Safety Rest Areas
 - Montour County – Eastbound and Westbound facilities are located between Exits 215 and 224 approximately five (5) miles west of Exit 224.
 - Site Supervisor: Roger Hartman
 - Phone/Fax: 570-275-5023
 - Pager: 570-318-2603
4. No permits will be issued to utilize crossovers.
5. The quoted hourly rates are to include all travel expenses, travel time, service call charge, labor (rates not to exceed Labor and Industry Standards), tools, equipment, overhead and profit necessary to perform the required work.
 - The Department will not pay travel time invoiced as a separate item on an invoice. Travel time is to be included in the quoted hourly rate.
6. The Department does not guarantee that all repair hours and part cost allowances will be utilized. The actual demand may be more or less as determined by the need for electrical services.

• MATERIALS

1. The cost of materials, parts, or repair equipment shall be FOB job site. When material costs are above \$300.00, the Department reserves the right to supply materials to be installed by the contractor or have the contractor provide the materials, whichever is deemed to be in the best interest of the Commonwealth.
2. In the event any materials furnished by the contractor are found to be defective, unsuitable, or otherwise unacceptable, the materials shall be removed by the contractor, replaced with acceptable materials, and installed anew to the satisfaction and approval of the site supervisor at the cost and expense of the contractor.
3. The purchase order from this solicitation will have an additional line item for Parts and Miscellaneous Cost allowance in the amount of \$3,000.00

• BASIS OF PAYMENT

1. Upon arrival at the facility, the contractor will immediately notify the site supervisor in charge or his designated representative prior to performing the required work. Contractor will be required to have a purchase order number on hand for the services they are intending to perform.
 - Failure to meet these requirements may result in no payment for services rendered.
2. All labor and materials used at the I-80 Roadside Rest Area will be documented on Form M-609 (Daily Roadside Activity Report) and Form OS-501. The contractor's representative and the site supervisor or his designated representative will sign these reports following satisfactory completion of each work assignment. The OS-501 form will serve as basis for payment. Failure to complete the OS-501 will delay payment.
3. Submit invoices to the below address. Make sure the invoice is itemized, has a unique invoice number, indicates the purchase order number, and date(s) of service. Invoice must coincide with data documented on Forms M-609 and OS-501.

Commonwealth of Pennsylvania – PO Invoices
PO Box 69180
Harrisburg, PA 17106

• SAFETY REQUIREMENTS

1. The contractor shall provide all necessary safety signs and conduct operations in a safe manner to protect all personnel utilizing the Safety Rest Area facilities.
2. The contractor shall comply with the latest DEP and OSHA safety regulations when entering confined areas. When working in such areas, all precautions shall be taken as required by these regulations.
3. All work shall be performed in accordance with governing Federal, State, and local laws and regulations.

• AGILITY AGREEMENTS

1. Notwithstanding any other right or obligation under this contract, the Department expressly reserves to itself the right to obtain these services pursuant to separate contracts, known as Agility Agreements, that it has entered into or may enter into with political subdivisions, public authorities, other government agencies or other eligible entities, institutions or organizations under the authority of Chapter 19 of the Procurement Code (Act 1998 – 57, 62 Pa. C.S. Section 101 et seq.) for the exchange of supplies, services, facilities, personnel, or such other items as may be procured through intergovernmental contracting pursuant to Chapter 19.

• CONTRACT PERIOD

1. One year from the effective date.
2. Anticipating an effective date of November 1, 2011, HOWEVER NO WORK SHALL BEGIN BEFORE A NOTICE-TO-PROCEED IS GIVEN BY PENNDOT.

• APPLICABLE PROVISIONS (attached)

1. STD-280 Standard Terms and Conditions for purchase orders not exceeding \$10,000
2. Right-to-Know-Law
3. Green Plan Policy
4. Insurance Requirements – If the new ACCORD certificate of insurance form does not contain the provision that the coverages afforded thereunder shall not be cancelled or changed unless at least a thirty (30) days prior written notice has been given to the Commonwealth, a copy of

the insurance declaration page showing this provision must be provided along with the insurance certificate.

• BID ITEMS

- | | |
|---|----------|
| 1. Hourly price for electrician during regular work hours | 20 hours |
| 2. Hourly price for helper during regular work hours | 10 hours |
| 3. Hourly price for electrician during premium work hours | 20 hours |
| 4. Hourly price for helper during premium work hours | 10 hours |

Regular Work Hours will be:

Monday through Friday 6:00 AM – 6:00 PM local time

Premium Work Hours will be:

Monday through Friday 6:01 PM – 5:59 AM local time

Saturdays

Sundays

National Holidays

Please show a unit price for all items as well as an extended total price.

Example: Electrician, regular work hours \$10.00/hour X 20 hours = \$200.00

Bid must show a grand total of all four items.

Reminder – Bid on letterhead with authorized signature (attached)

Bid to be itemized showing a grand total of all four items.

Bid must be received on or before 10/19/11. Bid to be submitted in the enclosed envelope. Bids received after 10/19/11 will not be considered for award.

As a condition for award of a purchase order, bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master File. If successful bidder is a new vendor to the Commonwealth or is not registered, vendor will be required to begin the process of registering online via the internet at the following website www.pasupplierportal.state.pa.us within 24 hours once notified of being the successful bidder.

**STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS
NOT EXCEEDING \$10,000**

1. Receipt of the Purchase Order constitutes the Contractor's authority to furnish the item(s) in accordance with the terms of the Purchase Order and these Terms And Conditions For Purchase Orders Not Exceeding \$10,000.
2. The Purchase Order is issued only at prices states. Except as otherwise provided, no charges should be added. Unless otherwise specified, all shipments must be made F.O.B. destination, with transportation charges prepaid by the Contractor and title passing upon proper delivery at the destination
3. Delivery must be made by date specified. Items received by the Commonwealth are subject to inspection and, if found, defective or not in accordance with specifications, will be returned at the Contractor's expense.
4. Quantities ordered must not be exceeded unless authority for small deviations is specified in the order.
5. Truck deliveries will only be accepted during work hours.
6. The Contractor acknowledges and certifies, by proceeding with performance of the Purchase Order, that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania, or any other state, or the federal government. If the Contractor cannot so certify, it must notify the Purchaser identified on the Purchase Order form and provide a written explanation of why such certification cannot be made, before proceeding with its performance under the Purchase Order. The Commonwealth reserves the right to cancel the Purchase Order without liability if the Contractor cannot so certify and the Purchaser is not satisfied with the explanation.
7. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under the Purchase Order or any contract with the Commonwealth.
8. The Contractor should send an itemized invoice to the "Please Bill To" address promptly upon shipment. The Contractor should not include the same invoice the amounts due for items ordered under different purchase orders. The Purchase Order number must be shown on all invoices, packages, delivery slips, and correspondence. The name of the shipper and car initials and number, if any, shall also be identified on all shipments.
9. The Contractor should correspond with "Purchaser" address concerning payment and delivery, not with the Department of General Services, unless it is the agency identified as the "Purchaser".



EXHIBIT _____

INSURANCE REQUIREMENTS

The awarded contractor shall purchase and maintain, at its expense, during the term of this contract and any renewals or extensions thereof, the following types of insurance issued by companies acceptable to the Commonwealth of Pennsylvania.

1. Workmen's compensation insurance sufficient to cover all of the employees of the contractor working to perform this contract, as required by the laws of the Commonwealth.
2. Comprehensive general liability insurance, property damage insurance, and, where appropriate, automobile liability insurance. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage.

These coverages shall be occurrence-based. The policy(ies) shall name the Commonwealth as an additional insured and shall contain a provision that the coverages afforded thereunder shall not be cancelled or changed unless at least thirty (30) days prior written notice has been given to the Commonwealth.

Prior to the commencement of work, the contractor shall provide PennDOT with a current certificate(s) of insurance showing the required coverages and provisions.

3. Your attention is directed to the hold harmless and indemnification provisions:
"The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands."

PennDOT has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, PennDOT has established a Green Plan Policy that can be found at www.dot.state.pa.us and is also posted at PennDOT District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The contractor shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of PennDOT's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

Contract Provisions – Right to Know Law 8-K-1532

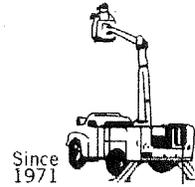
- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

I. RAY
immerman, Inc.
ELECTRICAL
CONTRACTORS



1100 Hockley Hill Rd. Turbotville, PA 17772

Telephone (570) 649-5430 Fax No. (570) 649-6359

October 7, 2011

Susan A. Hunsinger, Purchasing Agent 1
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
45 Lunger Drive
Bloomsburg, PA 17815

Re: Electrical Services at Montour County I-80 Roadside Rest Facility

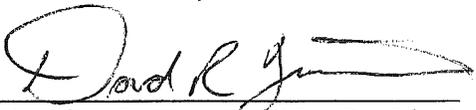
Dear Ms. Hunsinger:

As per instructions received, the following is our electrical bid for the above:

- Electrician, regular work hours \$55.00/hour X 20 hours =	\$1,100.00
- Helper, regular work hours \$40.00/hour X 10 hours =	\$ 400.00
- Electrician, premium work hours \$70.00/hours X 20 hours =	\$1,400.00
- Helper, premium work hours \$55.00/hour X 10 hours =	<u>\$ 550.00</u>
TOTAL	\$3,450.00

Our SAP Vendor Number is 183340.

I. RAY ZIMMERMAN, INC.

By: 
David R. Zimmerman, Vice President

DRZ:ejs

