



FULLY EXECUTED
 Purchase Order No: 4300318425
 Original PO Effective Date: 02/27/2012
 PO Issue Date: 03/07/2012

Your SAP Vendor #: 191623

Please Deliver To:
LANDIS VALLEY MUSEUM
 2451 KISSEL HILL RD
 LANCASTER PA 17601 US

Supplier Name/Address:
UHRIG CONSTRUCTION INC
 1700 N 5TH ST
 READING PA 19601-1257 US

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

Supplier Phone Number: 6103731612
 Supplier Fax Number: 610-372-3193

Purchasing Agent

Name: Sue Schmitt
 Phone: 717-787-9085
 Fax: 717-783-2807

Purchase Order Description:
 LV Stable painting and carpentry repairs

This Purchase Order is comprised of: The above-referenced Solicitation, the Suppliers Bid or Proposal, and any documents attached to this Purchase Order or incorporated by reference.

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	Exterior painting and carpentry repairs	1.000	Each	01/23/2012	47,900.00	1	47,900.00
<p>Item Text Project #00700-011-11-AS-1 Landis Valley Museum Landis Brothers Stable exterior painting and carpentry repairs.</p> <p>Exterior painting, carpentry work and all other associated preparation and repairs to the Landis Brothers Stable.</p> <p>Base Bid #1 and unit Pricing will apply if needed.</p> <p>----- General Requirements for all Items:</p>							

Information:	Total Amount: SEE LAST PAGE FOR TOTAL OF ALL ITEMS
	Currency: USD

Supplier's Signature _____	Title _____
Printed Name _____	Date _____

J. Vendor Site Treasurer
3/8/12



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Supplier Name:
UHRIG CONSTRUCTION INC

Header Text

Project #00700-011-11-AS-1
Landis Valley Museum Landis Brothers Stable exterior painting and carpentry repairs.

Start date upon final approval of Purchase Order.
Termination date of August 31, 2012.

All work to be performed in accordance with the attached General Requirements/Scope of Work which is made a part of the Purchase Order.

If needed, the costs for unit pricing is as follows and will be added to the Purchase Order:

Unit Price #1 - \$7.00 - Cost per linear foot for the replacement of 3/4"x6" cedar siding

Unit Price #2 - \$30.00 - Cost per unit for replacement brick to be applied to any unit requiring replacement beyond the amounts indicated on the drawings. Price changed per Uhrig's email of 12/22/11 from \$50 to \$30 per unit.

Unit Price #3 - \$6.00 - Cost per linear foot for the replacement of oak 1"x2" roof lath.

Unit Price #4 - \$8.00 - Cost per linear foot for material to appropriately sister wall studs.

Unit Price #5 - \$8.00 - Cost per linear foot for material to appropriately sister rafters.

Unit Price #6 - \$15.00 - Cost per linear foot for replacement of sills.

Project Manager: Rick Rolinski (717) 772-4992
Vendor Contact: Todd Cameron (610) 373-1612

G/L# 6344630
Fund# 3025311000
Cost Center# 3010340000

Consider this Purchase Order your Notice to Proceed.

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD



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Supplier Name:
UHRIG CONSTRUCTION INC

Terms of Payment

PHMC is responsible for only actual expenses incurred. Payment to be processed upon satisfactory completion of services and submission of approved itemized invoices.

Vendor to invoice as per the line items on the Purchase Order.

No further information for this PO.

Information:

Total Amount:
47,900.00

Currency: USD

INVITATION FOR BIDS (IFB)

ISSUING OFFICE: Fiscal & Office Support Services Bureau of Management Services PA. Historical & Museum Commission State Museum of PA, 300 North Street, Room 529 Harrisburg, PA 17120-0024 CONTACT PERSON: Tobi Gilson PHONE NO. : 717-772-8875 EMAIL: tgilson@state.pa.us	BIDDER/CONTRACTOR'S NAME AND ADDRESS Uhrig Construction Inc. 1700 N. 54th Street Reading, PA 19601	SHOW THIS SOLICITATION NO. ON BID ENVELOPE
	CONTACT PERSON: Todd Cameron PHONE NO. 610-373-1612 FAX NO. 610-372-3193	SOLICITATION NO. 00700 - 011 - 11 - AS-1 BID OPENING DATE Wednesday, November 23, 2011 BID OPENING TIME: 2:00 pm
PROVIDE SERVICE TO: PA. Historical & Museum Commission Landis Valley Museum 2451 Kissel Hill Road Lancaster PA 17601 CONTACT PERSON: Rick Rolinski PHONE NO. 717-772-4992 FAX NO. 717-214-2988	BIDDER/CONTRACTOR'S VENDOR NUMBER 0000 191623	EXPIRATION DATE: June 30, 2012
	BIDDER/CONTRACTOR'S LICENSE OR REGISTRATION NO	
	BIDDER/CONTRACTOR'S E-MAIL info@uhrigconstruction.com BIDDER/CONTRACTOR'S WEB ADDRESS www.uhrigconstruction.com	

SPECIFIED SERVICES

Landis Brothers Stable - Structural Repairs And Exterior Restoration

As Per Specs And Drawings

Base Bid #1 - \$47,900
Unit Price #1 - \$7.00
Unit Price #2 - \$50.00 \$30.00
Unit Price #3 - \$6.00
Unit Price #4 - \$8.00
Unit Price #5 - \$8.00
Unit Price #6 - \$15.00

CHECK HERE IF CONTINUED ON PAGE 2

In addition to this document, the following contract terms, conditions, and specifications are a part of the contract.
 1. Standard Purchase Order Terms and Conditions - SAP - STD-373 (SAP) Rev. 08/16/07
 2. General Conditions and Instructions To Bidders For RFQ-Invitation /For Bids - STD-203 (SAP) 1/17/03
 3. Specifications and Drawings and General Requirements

In compliance with the bid and contract terms, conditions, and specifications, the undersigned, on behalf of the Bidder/Contractor, intending to be legally bound hereby, offers and agrees, if the Bid is accepted, to provide the specified services at the price(s) set forth above at the time(s) and point (s) specified.

CONTRACTOR'S SIGNATURE (IN INK)

PRESIDENT, VICE PRESIDENT, MANAGER, PARTNER, OWNER

DATE

SECRETARY, TREASURER, CLERK, ASSISTANT TO OWNER
 (SIGNATURE OF PRESIDENT, VICE PRESIDENT, MANAGER, PARTNER, OWNER)

DATE

*If someone other than one of these officers signs for the bidder/Contractor, a copy of a corporate resolution or other appropriate signature authorization must be included with the bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless the Issuing Office has a copy on file.

SUMMARY OF BIDS

IFB/RFP NO	AGENCY/INSTITUTION	TYPE SERVICE	BID OPENING TIME & DATE				
00700-011-11-AS-1	PHMC/Landis Valley	Carpentry Repairs/Painting Stable	11/23/11 At 2PM				
VENDOR'S NAME, ADDRESS AND TELEPHONE NUMBER		BIDS					
		UP1	UP2	UP3	UP4	UP5	UP6
Donald Reisinger Inc, c/o Ray Seace 600-696-6091 717 EAST Washington Street West Chester, PA 19380 TRmdarnc@aol.com		81,593	8.00	5.00	6.00	6.00	13.00
The Country Homestead c/o Frank Stroik							
Thomas Painting Co. c/o Tom Holevas							
Uhrig Construction c/o Wes Frasca 1700 N. 5th Street Reading, PA 19601		47,900	30.00 50.00 Per email 12/22	6.00	8.00	8.00	15.00
Ressler Construction Co. c/o Jeremy Ressler							

11-23-11

WITNESSES TO BID OPENING:
 WITNESS SIGNATURES PROVIDE CERTIFICATION THAT THE BID INFORMATION ON THE FORM IS TRUE AND ACCURATE.

SIGNATURE & TITLE

SIGNATURE & TITLE

SUMMARY OF BIDS

IFB/RFP NO 00700-011-11-AS-1	AGENCY/INSTITUTION PHMC/Landis Valley	TYPE SERVICE Carpentry Repairs/Painting Stable	BID OPENING TIME & DATE 11/23/11 At 2PM
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VENDOR'S NAME, ADDRESS AND TELEPHONE NUMBER	BIDS					
	BB1	VP1	VP2	VP3	VP4	VP5
TAG Construction LLC c/o Tim Kauffman						
DiOttavio & Co. Inc. c/o thomas DiOttavio Historic Restoration 1464 Creek Run Gettysburg, Pa 17323 Tel: 717-291-4688 Tdiocom@verizon.net	125,000	9.50	9.50	1.00	2.50 lumber 10.50 steel 10.50 Chestnut	300.00 Heckel
Penncoat, Inc. c/o Brian Paup						
Uhrig Construction c/o Wes FFASCa						
Historic Restorations c/o Lois Groshong 341 East Liberty Street Lancaster, PA 17602 Cgroshong@historic-restoration.com	68,500	12.00 LF	10.00 in H	10.00 LF	60.00 LF	175.00 LF 100.00 LF

WITNESSES TO BID OPENING: WITNESS SIGNATURES PROVIDE CERTIFICATION THAT THE BID INFORMATION ON THE FORM IS TRUE AND ACCURATE.	SIGNATURE & TITLE

PROJECT FOR
CARPENTRY REPAIRS AND PAINTING
LANDIS BROTHERS' STABLE
PROJECT # 00700-011-11-AS-1
LANDIS VALLEY MUSEUM
2451 Kissel Hill Rd
Lancaster, PA 17601



COMMONWEALTH OF PENNSYLVANIA
TOM CORBETT, GOVERNOR
HARRISBURG, PENNSYLVANIA

PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION
BARBARA FRANCO, EXECUTIVE DIRECTOR
HARRISBURG, PENNSYLVANIA

BUREAU OF HISTORIC SITES AND MUSEUMS
DIVISION OF ARCHITECTURE AND CONSERVATION
400 NORTH STREET
HARRISBURG, PENNSYLVANIA 17120

OCTOBER 2011

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- B. Location: Firehouse Building, Landis Valley Museum
- C. A representative of your company must attend this pre-bid meeting and sign the attendance sheet to be eligible to submit a bid. The pre-bid conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. The pre-bid questions and answers will be posted to www.emarketplace.state.pa.us (click on "Solicitations", enter Solicitation # 00700-011-11-AS-1, click on "search"). If your company would like to visit the site to obtain further information (after the pre-bid meeting), call the site contact listed above for an appointment.

1.05 BID QUESTIONS

- A. Technical or project work related questions will be received in writing by the Project Manager (PM). Questions related to bidding or contracting procedures should be addressed to the Issuing Office. All questions must be received 10 calendar days prior to the bid due date and time. Answers to all questions and/or formal addendums will be posted to www.emarketplace.state.pa.us (click on "Solicitations", enter Solicitation #0700-011-11-AS-1, click on "search") 7 calendar days prior to the bid due date and time. No other questions will be permitted after this date. All questions and answers will become an addendum to the IFB. The issuing office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the issuing office.
- B. If the Issuing Office deems it necessary to revise any part of this bid before the bid due date, revisions will be posted to www.emarketplace.state.pa.us (click on "Solicitations", enter Solicitation # "00700-011-11-AS-1, click on "search"). It is the potential vendor's responsibility to periodically check the website for any new or revised bid information or addenda prior to submission of the bid. If a bid bulletin has been issued, bidder must print the bulletin, sign and return the bulletin as part of the bid package.
- C. Bid results will be posted to http://www.portal.state.pa.us/portal/server.pt/community/phmc_home/1426/bid_result/259905 within 24 hours of bid opening.

1.06 WORK IN AND AROUND HISTORIC BUILDINGS

- A. Work is on a building and/or site of state or national historic significance. Take special care to avoid damage to any portion of the building, its contents, and its surrounding site.
- B. Comply with the Secretary of the Interior's Standards for The Treatment of Historic Properties as applicable. (Please contact the Project Manager for a copy if you do not have one.)

1.07 CONTRACTOR USE OF PREMISES/ACCESS/WORKING HOURS

- A. Coordinate access to the site, delivery and storage of materials, parking and working hours with the Project Manager.
- B. Limit use of premises to allow normal operation of site and use of premises by public.
- C. Complete all Work between the hours of 8:00 am - 4:00 pm, Monday through Friday.
- D. Do not alter Work schedule without prior approval of the Project Manager and/or Site Administrator.
- E. Use existing on-site roads for construction traffic.
- F. Use on-site parking areas designated by the Site Administrator, for construction personnel.
- G. Contractor will be on-site during all project work periods, including periods of all sub-contractor work, unless otherwise agreed upon by Project Manager.

1.08 WORKER AND COMMUNITY RIGHT TO KNOW

- A. The Pennsylvania Law 1984-159 provides for information to be made available to employees and community residents regarding hazardous substances introduced into the workplace and the general environment.
- B. Comply with this law and inform workmen of its provisions. Supply the site administrator with a list of all hazardous substances to be used in the course of the contract. Erect and maintain physical barriers, signs, or other devices as directed by the Project Manager.

1.09 PROTECTION OF THE ENVIRONMENT

- A. Provide for the prevention, control and abatement of land, water and air pollution in accordance with P.L. No. 247, Act. No. 247, dated October 26, 1972 which shall include but not be limited to:
 - 1. The prohibition of burning of all refuse.
 - 2. The removal of all refuse from site of work for disposal in accordance with rules and regulations of authority having jurisdiction over the disposal area.
 - 3. Providing for filtration of all contaminated water discharging directly into a stream.
 - 4. Should asbestos material be encountered on the job, compliance with all statutes and regulations of the Commonwealth of Pennsylvania and all rules and regulations of the United States Environmental Protection Agency as they pertain to the emission of asbestos into the air during construction and demolition work and the disposal of material asbestos. Particular attention is drawn to Code of Federal Regulations, Title 40, Part 61, Section 112 of Clean Air Act.

5. Full compliance with the regulations of OSHA as they pertain to the protection of workers exposed to the emission of asbestos fibers and lead and take all steps necessary to protect employees, as well as all other people engaged in the building, from exposure to lead and asbestos fibers resulting from the work.
6. Full compliance with any required permitting (including obtaining required permitting), as directed by the Bureau of Air Quality Control at the Department of Environmental Resources' regional office whenever asbestos material or lead is to be removed or disposed.

1.10 INSURANCE

- A. Comprehensive general liability insurance is required and shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than \$2,000,000 each occurrence. The property damage liability insurance shall be in an amount not less than \$2,000,000 each occurrence. The insurance shall also name the Commonwealth of Pennsylvania as an additional insured as its interests may appear.
- B. Insurance certificates as outlined above must be submitted to the Project Manager within ten (10) days of the Contractor's receipt of the fully executed contract, unless otherwise agreed upon by Project Manager. The Project Manager will not schedule the initial project conference until the Insurance Certificates are submitted.

1.11 GUARANTEE

- A. Guarantee all materials, equipment and workmanship for a period of one year following the Final Inspection. Within that period, correct all defects in the Work at no cost to the Commission.

1.12 PROJECT SIGN

- A. Post no sign unless approved by Project Manager.

1.13 PERMITS, LICENSES AND CERTIFICATES

- A. Secure all required approvals, permits, licenses or certificates. Provide one copy of each to the Project Manager. NOTE: Because the work of this project is on Commonwealth-owned property, and as stipulated in Act 45 - the Uniform Construction Code (UCC), project reviews, building permits and certificates of occupancy will all be obtained only from the Pennsylvania Department of Labor and Industry. Townships, Counties and/or local jurisdictions do not have the authority to review and issue these documents for this project. As a result of the project review process, and in conformance with Act 45, the PHMC will obtain the project building permit as required.

1.14 COORDINATION

- A. Coordinate scheduling, submittals and Work of the drawings and specifications for efficient and orderly sequence of installation of all construction materials.

1.15 FIELD ENGINEERING

- A. Locate and protect utilities. Utility locations shown on drawings are approximate. Verify locations before proceeding with the Work. Pursuant to the Pennsylvania One Call System, (811), call not less than three days prior to commencing excavation work.
- B. Verify all dimensions and conditions in the field. No additional compensation will be provided for inaccuracies in the dimensions or conditions shown on the Drawings.

1.16 CUTTING AND PATCHING

- A. Employ a skilled and experienced installer to perform all cutting and patching required to complete the Work, including any removal of existing materials and equipment and installation of new Work, to the satisfaction of the Project Manager; restore Work with new materials to match that being cut.
- B. Fit Work tight to adjacent materials. Maintain weather-tightness/integrity of existing conditions; completely seal voids. Patch any fire wall penetrations with fire stop material to meet fire rating of wall being penetrated.
- C. Refinish surfaces to match adjacent finishes.
- D. Obtain prior acceptance by Project Manager for any extensive cutting.

1.17 CONFERENCES

- A. Project Manager will schedule an Initial Job Conference after execution of the Contract and notice is provided to the Project Manager that the Contractor has obtained his/her performance bond and certificates of insurance, with all people involved (see 1.6 above and 1.33 below).
- B. Project Manager will schedule progress meetings as required with all people involved.
- C. Project Manager will schedule a Final Inspection Job Conference with all people involved.

1.18 SUBMITTAL PROCEDURES

- A. At the Initial Job Conference, submit a complete list of major Products proposed for use. Identify the Project, Contractor, Subcontractor or supplier, Products, models, options, other information and any references to the Drawings and Specifications. Sign to certify that you have reviewed and verified that the Products, field dimensions, adjacent construction Work,

and coordination of information meet the requirements of the Work and the Drawings and Specifications.

- B. Revise and resubmit submittals if required by Project Manager; note all changes made from previous submittal.
- C. Submit three (3) copies to the Project Manager.
- D. Submit samples as required to show function and appearance of the Product for acceptance by the Project Manager.
- E. Submit Requests for Information (RFI) to Project Manager to allow a 48 hour response time, unless otherwise modified by Project Manager. No RFI-subject work will be performed prior to a response from the Project Manager.

1.19 MANUFACTURERS' INSTRUCTIONS/CERTIFICATES

- A. When listed in individual specification Sections, submit two copies of manufacturers' printed instructions for delivery, storage, assembly, installation, and finishing.
- B. When listed in individual specification Sections, submit two copies of manufacturers' certificate to Project Manager for review.
- C. Show that Product meets or exceeds Specifications. Submit supporting reference information and certifications as appropriate.

1.20 PHOTOGRAPHS

A. Construction Photographs:

- 1. Photographs: Provide digital photographs, two color prints of each, matte finish, approx. 4" x 6" size, professionally printed on high quality photo paper.
- 2. Identify photographs with date, time, direction, and project name/number, on the back of each print.
- 3. Provide two digital disks, each containing all construction photographs. Use flash when appropriate. Use appropriate lenses.
- 4. Submit the required number of photographs/ work day to document the following:
 - a) The existing conditions before Work begins. For exterior work, submit a minimum of one photograph of each elevation.
 - b) Items uncovered or exposed, particularly if they are unusual or of potential historical significance.
 - c) The progress of the project.
 - d) Mechanics performing the Work.
 - e) Items as they are being closed up.
 - f) The completed project. For exterior work, submit a minimum of one photograph of each elevation.

5. Place all prints in archival sleeves, comparable to "Vue-All Photo Saver", product number 6028(available at most photo stores). Place the dates on the sleeves with a permanent marker.
6. Submit a photo key for each set of photographs; the key should describe each view, the direction of the view, and the names of any individuals in the view.
7. Submit the two sets of photo prints, two copies of the photo key, and two digital disks of photographs to Project Manager upon completion of the project.

1.21 CONSTRUCTION DRAWINGS

- A. Drawings: Provide Construction Drawings at Final Inspection, with any changes from the original Drawings marked in red ink.

1.22 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality of Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions. If manufacturers' instructions do not agree with Drawings and Specifications, ask direction from Project Manager before proceeding.
- C. Comply with specified standards as a minimum quality for the Work except when tolerances, codes, or Specifications require higher standards or more quality workmanship.
- D. Meet specified standard current as of Bid Opening date. Should specified standard conflict with Drawings and Specifications, ask direction from Project Manager before proceeding.
- E. Use only craftsmen who are highly skilled in their respective trade. Execute all work with the highest quality to meet or exceed the description and/or standard as specified for the Work. The Commission retains the right to remove from the project any employee of the contractor or subcontractor that does not show conformance to the standard of the Work.

1.23 TEMPORARY SANITARY FACILITIES

- A. Existing site facilities may be used with the concurrence of the Site Administrator.
- B. Maintain existing site facilities daily in clean and sanitary condition.

1.24 TEMPORARY SERVICES DURING CONSTRUCTION

- A. Make temporary connections to existing service lines in locations as directed by the Project Manager for electric light and power, temporary heat, and water for construction.
- B. Employ skilled craftspersons to repair any damage to historic building fabric.

- C. Maintain all services to, through and within the occupied areas of the building at all times. Schedule at the convenience of the Commission, and obtain written approval by the Project Manager, for any required interruption ten (10) days prior to the interruption of any service.

1.25 PROTECTION

- A. Erect barriers, barricades, signs, red plastic construction fencing and other protective devices as required to prevent unauthorized entry to construction areas and to protect existing facilities, historic building materials, Commission personnel, visiting public and adjacent properties from damage or injury.
- B. Repair, at no cost to the Commission, any areas of existing buildings, contents, landscaping, paving or other site features damaged during the Work to the satisfaction of the Project Manager. This building contains important historical collections and/or finishes. If damage occurs to these collections and/or finishes as a result of the Work, hire a Conservator, from a list supplied by the Commission, to do an assessment of the damage and conservation measures required at no expense to the Commission. Upon acceptance by the Commission of the Conservator's assessment report, arrange for the Conservator to perform those conservation measures on the damaged objects and/or finishes at no cost to the Commission.
- C. Use caution when working directly adjacent to and on existing structures, particularly those that are historic. Provide all necessary shoring, bracing and temporary support to ensure that all existing walls, roofs, floors, and miscellaneous features remain structurally sound and are neither damaged nor moved during the Work. Provide a plan for this work for acceptance by the Project Manager prior to proceeding.
- D. Provide a UL listed fire extinguisher at the construction site during the Work, suitable for all types of fires.

1.26 PROGRESS CLEANING

- A. Keep site clean and orderly, free of waste materials, construction-related debris, and rubbish. Provide thorough cleaning of the site daily.
- B. Use of chute and dumpster is allowed. Location of dumpster or vehicles on site shall be determined by Site Contact.

1.27 PRODUCTS

- A. Products and Equipment: All materials and misc. equip. for a complete installation.
- B. Do not use materials removed from site, except as specifically identified or allowed by the Drawings and Specifications, or as directed by the Project Manager. Store any materials designated by the Project Manager for salvage by the Commission at a location on site designated by the Site Administrator.

- C. Use only those Products that meet Specified Standards or Description.
- D. Submit a request for substitution for any manufacturer not named.
- E. In all cases where a device or part of the Products or equipment is herein referred, it shall apply to as many such items as are required to complete the installation.

1.28 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store and protect Products in accordance with manufacturer's instructions.
- B. Deliver products to the site in unbroken rolls, bundles, sealed containers or bags, fully identified with the manufacturer's name, brand, type and grade.

1.29 STEEL PRODUCTS PROCUREMENT ACT

- A. In the performance of any contract awarded pursuant to this invitation to bid, the contractor, subcontractors, material men, 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 include 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 made 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 States 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).
- B. 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, bills 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 using agency that the contractor has fully complied with this provision. The Commonwealth shall not provide for or make any payments to any person who has not complied with the Act. Any such payments mad to any person by the Commonwealth 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.
- C. 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 provisions 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 the Steel Products Procurement Act in every subcontract and supply contract so that the provisions of the Act shall be binding upon each subcontractor and supplier.

1.30 TRADE PRACTICES ACT

- A. 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 products 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; stainless steel wire rod and cold-formed stainless steel bar; prestressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled wire strand; hot rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
2. Spain: certain stainless steel products including stainless steel wire rod, hot-rolled stainless steel bars, and cold-formed stainless steel bars; prestressed 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.

- B. Penalties for violation of this paragraph may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.
- C. Note: This provision in no way relieves the contractor of responsibility to comply with those provisions of this invitation to bid which prohibit the use of foreign-made steel and cast iron products.

1.31 CONTRACT INVOICING AND CLOSEOUT PROCEDURES

- A. Proper partial and final invoices will only be processed for completed work based on inspection and acceptance of the work by the Project Manager.
- B. Submit all invoices to the "Bill To" address on your purchase order. Invoices must be invoiced by line item listed on the purchase order. Invoices must include the purchase order number. Failure to provide the purchase order number on your invoice will result in a delay of your payment.
- C. Prior to submission of your final invoice, certify in writing that you have reviewed the drawings and Specifications, inspected the work, completed the work as specified and are ready for final inspection by the Project Manager.
- D. Final acceptance of the work may be subject to a final inspection by representatives of the Department of General Services.

1.32 FINAL CLEANING

- A. Do final cleaning prior to Final Inspection.
- B. Clean debris from site.
- C. Remove all Work-related waste, surplus and demolished materials, rubbish, and construction facilities from the site.

1.33 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide Products, spare parts and maintenance materials in quantities specified in individual Specification sections.
- B. Deliver to Project site and place in location as directed by Project Manager; obtain receipt prior to final inspection.

1.34 EXPLANATION OF BASE BIDS

- A. Not applicable.

1.35 UNIT PRICES

- A. See Section 01001.

1.36 CHANGES

- A. The Commission reserves the right to make changes in the contracted Work without additional expense to the Commission, unless such changes require additional labor and/or material. If

such a change requires a less amount of labor and/or material than the contracted Work, the Commission shall be entitled to a credit equal to the difference of the cost of installation.

- B. No verbal agreement or conversation with any officer, agent, or employee of the Commonwealth and/or Commission, either before, during bidding, or after the execution of the contract shall affect or modify any terms or obligations herein contained. If a revision is necessary, a change order to the purchase order must be executed and issued prior to any additions or changes.

1.37 PERFORMANCE BOND

- A. A Performance Bond (Bond) is required for the amount of the Project for the duration of the Work. The Bond is to cover payment for labor, materials, equipment rental and public utility services for the Duration of the Work.
- B. The Bond must be submitted to the Project Manager within ten (10) days of the Contractor's receipt of the fully executed contract, unless otherwise agreed upon by Project Manager. The Project Manager will not schedule the initial project conference until the Bond is submitted.

1.38 BID BOND

- A. A Bid Bond is not required for this project.

1.39 PREVAILING WAGE ACT

- A. This Project is considered by PHMC as maintenance and Prevailing Wage is not applicable.

1.40 MBE/WBE (Applies to bids over \$50,000 ONLY)

- A. In accordance with Provisions of Executive Order No. 1996-8 the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) participation levels have been set as follows;

MBE: 5%
WBE 3%

- B. Form STD-168 (MBE/WBE Subcontractor & Supplier Solicitation & Commitment Form) should be completed and submitted with Bid. In no case will the STD 168 be submitted more than two (2) days after the bid due date. The bidder must include with Form STD-168 all solicited and unsolicited quotes.

1.41 TERM OF PURCHASE ORDER and PROJECT

- A. The terms of the purchase order will commence on the Effective Date which is listed on the purchase order. The contractor shall not start the performance of any work prior to the Effective Date of the purchase Order and the Commonwealth shall not be liable to pay the selected contractor for any service or work performed or expenses incurred before the Effective Date of

the purchase order. The contract and project dates are listed in the purchase order text. The Commonwealth has the option to extend the contract and/or project periods in accordance with the Standard Contract Terms and Conditions for Services. The Project Manager will determine if extensions are in the best interest of the Commonwealth.

1.42 CONTRACTOR PERFORMANCE EVALUATION

- A. An evaluation of the Contractor's project performance will be conducted by the Project Manager at the conclusion of the project. The evaluation will address Contractor's timeliness and quality of work, sensitivity to requirements of project and sensitivity to overall site operations.
- B. The evaluation will be placed in the PHMC files for future reference relative to future project opportunities.

1.43 VENDOR REGISTRATION NUMBER

- A. The successful vendor must apply for a Commonwealth vendor registration number. Information will be given upon award.

END OF SECTION