

STATEMENT OF WORK

Commonwealth of Pennsylvania
Department of Conservation and Natural Resources
Cook Forest State Park
Clarion County

REMOVAL AND INSTALLATION OF PEDESTRIAN BRIDGES

I. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of State Parks, Cook Forest State Park requires a vendor to furnish a crane and operator to remove four pre-manufactured steel pedestrian bridges and set two new pre-manufactured pedestrian bridges on to the existing concrete abutments. The new bridges are staged adjacent to the existing bridges.

Bridge specifications are as follows: Bridge 1 weight 6,000 lbs., 41 ft length. **Bridge 2** weight 6,000 lbs., 37 ft in length. These bridges will not be replaced, only removed from existing abutments and set nearby for dismantle and disposal by park staff.

Bridge specifications are as follows: Removal of Bridge 3, length 65-ft, and **removal of Bridge 4**, length 35-ft. Once removed they will be replaced with premanufactured steel bridges which are staged adjacent to the existing bridges. The exact weight of the existing bridges is unknown, but less than the new bridges to be placed.

Replacement Bridge 3, length 65-ft., weight approximately 12,000-lbs. and **replacement Bridge 4**, length 35-ft., weight approximately 6,000-lbs.

Approximate location of all bridges: 100 PA Route 36, Cooksburg, PA 16217. Location has been cleared of hazardous trees in preparation of this work.

Map of bridge locations including GPS coordinates on separate document entitled Exhibit A.

The work included is to furnish a crane and operator only, all other work will be completed by DCNR/Park staff. DCNR/Park will attach/secure new pre-manufactured steel bridges, already on site, to the existing concrete abutments. Dismantle and disposal of the old bridges will be performed by DCNR/Park staff.

Questions regarding the technical aspects of this bid should be directed to Ryan Borcz, Park Operations Manager, 814-744-8250. Email: rborcz@pa.gov. Questions regarding the bidding or contracting procedures should be addressed to Jody Russell at 717-783-2566 or at jorussell@pa.gov.

II. CONTRACT TASKS:

Furnish the following:

Crane and operator capable of lift and reach requirements at two separate bridge installation sites within 0.5 miles of each other. Preparation required for bridge removal and traffic control will be provided by DCNR staff.

III. PRE- PROPOSAL CONFERENCE:

A mandatory pre-proposal conference will be held at on **Wednesday, February 1, 2023, at 10:00 AM**. Prospective bidders should meet at **100 PA Route 36, Cooksburg, PA 16217**. Interested bidders may contact Ryan Borcz at 814-744-8250 or rborcz@pa.gov for directions. Please note that there will be no accommodations made for additional site visits. All prospective bidders must attend to be eligible to bid on this contract and must sign-in to acknowledge attendance.

IV. CONTRACTOR QUALIFICATIONS:

Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the bid, proposal or quote. Failure to submit a completed Worker Protection and Investment Certification Form may render your submission non-responsive.

V. INSURANCE REQUIREMENTS:

The Contractor shall purchase and maintain, at its expense, the following types of insurance, issued by companies acceptable to the Commonwealth.

- A. Workmen's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. Public Liability and Property Damage Insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract, or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amount of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 person and \$1,000,000 per occurrence for property damages. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the contract and at each insurance renewal date during the term of the contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name "The Commonwealth of PA-DCNR" as an additional insured and shall contain a provision that the coverages afforded under the policies will not be cancelled or changed until at least thirty (30) days prior written notice has been given to the Commonwealth. These certificates shall include the location and a brief description of the work to be performed under the contract.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

A copy of the insurance certificates can be emailed to the Procurement Contact at jorusell@pa.gov.

VI. LIQUIDATED DAMAGES:

If any item is not delivered or performed within the contract specified time limits, the delay will interfere with the proper implementation of the Commonwealth's programs and utilizing the item, to the loss and damage of the Commonwealth. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action.

The Commonwealth and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be \$500.00 per day per item, and they agree that in the event of any such delay, the Contractor will pay such amount as liquidated damages and not as a penalty.

The Commonwealth, at its option, for amounts due the Commonwealth as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. The Commonwealth will notify the Contractor in writing of any claims for liquidated damages pursuant to this paragraph before the date the Commonwealth deducts such sums from money payable to Contractor. Delivery of an item, which is rejected by the Commonwealth, will not toll the running of the days for purposes of determining the amount of liquidated damages.

VII. CONTRACTOR REFERENCES:

After the bid opening, and prior to awarding of the contract, the Department has the right to request references (names, addresses and telephone numbers) of similar work performed in the previous two (2) years as proof of qualifications to perform the work involved in this contract. Similar work is defined as the removal of existing structure(s) and/or installing new structure(s).

References are an optional tool available to the Department to help determine bidder capabilities. If any of these references are requested and the bidder cannot supply the necessary documentation and proof of compliance, the Department reserves the right to reject the bidder. The decision to both request references or reject bidders based on inadequate reference will be made solely at the discretion of the Department.

VIII. CONTRACT TERM:

The contract will commence upon execution and receipt of Purchase Order and terminate July 1st, 2023.

IX. BID AWARD:

Bidder must complete and return the following:

- A. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,
- B. A properly executed Worker Protection and Investment Certification Form.

The unit price must include all materials and items necessary for product specifications.

The bid will be awarded based on total sum.

The Contract quantities herein are estimated only and may increase or decrease, depending on the needs of the Department. The Contractor will be paid at the unit price for the actual work performed.

Please note that the Department will only accept out to two (2) decimal points when entering your pricing.

X. PAYMENT TERMS:

Payment will be made upon satisfactory completion of project for actual materials/services performed.

This contract will be paid by Automated Clearing House (ACH), commonly referred to as direct deposit. Contractor should review Section V.20 CONTRACT-016.2 Payment – Electronic Funds Transfer of the attached Commonwealth’s Terms and Conditions for complete details and contractor’s responsibilities.

XI. INVOICES:

Invoice format must be in accordance with the IFB – Invitation for Bid.

All invoices for this contract **MUST** either be:

1. Emailed to the following for a Paperless Email Invoice Option:

Email a copy of the correctly executed invoice to: 69180@pa.gov.

For information on the Commonwealth’s E-Invoicing Program, visit:
<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx#.VnmrO6Mo6Uk>.

2. Or mailed to the following address:

Commonwealth of PA – PO Invoice
PO Box 69180
Harrisburg PA 17106

All invoices **MUST** have the purchase order number as well as your SAP Number on the invoice. The name and address listed on the purchase order must also be listed on each invoice. Failure to provide this information may result in a delay of payment.

Please Note: Contractors are reminded to **NOT** include employer identification numbers, Social Security Numbers, bank account information, or other personally identifiable information on their invoices. That information is uniquely tied to your SAP Number and, for security purposes, should not be explicitly stated on an invoice.

XII. RECEIPT AND OPENING OF BIDS:

Bids must be submitted via the PA Supplier Portal, to be found at www.pasupplierportal.state.pa.us. Emailed, faxed, and mailed bids **will not** be accepted.

No responsibility will be attached to any employee of the Department for the premature opening of, or the failure to open, a bid not properly addressed and identified, or for any reason whatsoever.

XIII. BID RESULTS:

Bidder can obtain bid results by accessing www.emarketplace.state.pa.us/bidtabs.aspx. The bid results will be posted as soon as practicable. The results are the apparent bidders and all bids are under review until final award of the purchase order.