

All bids must be submitted electronically @ the website www.pasupplierportal.state.pa.us before the deadline of 2:00 PM on April 17, 2019 to be eligible for consideration.

This contract shall be known as **PGC-073-18-02**

The contractor agrees to furnish, deliver to the site, and install materials, water, tools, equipment, light, power, and to perform all labor, superintendence, and all means of construction necessary to execute, construct and finish in an expeditious, substantial and workmanlike manner all the work necessary for the **Utility Services of the new Crew Headquarters Building, located on State Game Lands #073, North Woodbury Township, Blair County.** All of said work to be done in accordance with said drawings and attached Technical Specification Sections 17 through 19 and other Terms and Conditions of this contract to the satisfaction and acceptance of the Pennsylvania Game Commission. The HVAC, Electric and Plumbing line items are to be considered separate bids and awarded as such. The principal items of work under this contract and estimated quantities are as follows:

1. Heating System & Ductwork – Lump Sum
2. Lighting & Electric – Lump Sum
3. Plumbing – Lump Sum

The Contractor further covenants and agrees that all said work and labor shall be done and performed in the best and most workmanlike manner and that all materials and labor shall be in strict and entire conformity, in every respect with said Drawings and Specifications. Said labor and work shall be subject to the inspection and approval of the Executive Director of the Game Commission, or his duly authorized representatives, and in case any of said materials or labor shall be rejected by said Director or his representatives, as defective or unsuitable, then said materials shall be removed and replaced with other approved materials and the labor shall be performed anew to the satisfaction of the Executive Director or his representatives at the cost and expense of the Contractor.

The Contractor covenants and agrees to remedy, without cost to the Commonwealth, any defects in materials and workmanship, which may develop within one (1) year from the date of completion and acceptance of the work performed under this contract, provided said defects in the judgment of the Commonwealth, or its successors having jurisdiction in the premises, are caused by defective or inferior materials or workmanship.

No modification or changes in this Contract shall be made except by written instrument, duly authorized by the Commonwealth and with the consent of the Contractor, but this provision shall not limit or affect the right to prescribe changes and variations in the work, as provided in the Terms and Conditions.

Payment to be made as set forth in the Terms and Conditions – PAYMENT, provided however, that deductions from or additions to said sum to be paid are made under the circumstances and upon the basis set forth hereinafter. It is agreed that if by reason of alterations in the plans or in the character of the work to be performed under the Contract, the quantity of work to be performed shall be increased or decreased, additions to or deductions from the Contract

price mentioned above shall be made in amounts mutually agreed to in writing by the Commonwealth and Contractor and further, that the Contractor will make no claims for loss of anticipated profits if the quantities of any items or work actually ordered to be done shall be less than those set forth in the specifications or if any items set forth in the specifications be entirely omitted.

All payments due the Contractor shall be processed after all work has been inspected and approved by an agent of the Pennsylvania Game Commission.

TERMS AND CONDITIONS OF PROJECT

INSURANCE REQUIREMENTS:

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

Workmen's Compensation Insurance. Sufficient to cover all of the employees of the Contractor, working to fulfill this contract.

Comprehensive General Liability Insurance. To include bodily injury and property damage insurance, to protect the Commonwealth, the Contractor or any Sub-Contractors from claims arising out of the performance of the contract. The amount of bodily injury insurance shall not be less than \$300,000 for injury or death of persons per occurrence. The amount of property damage insurance shall not be less than \$300,000 per occurrence. Certificates evidencing coverage for Workmen's Compensation, Public Liability and Property Damage shall be furnished if requested.

Fire Insurance. The contractor shall furnish and pay for insurance on all work included in the contract, in the total amount of the contract price, against loss or damage by fire and lightning and the extended coverage, in the names of the Pennsylvania Game Commission and the Contractor as their respective interests may appear, before starting work. Duplicate certificates of insurance for the Installation Floater covering this project will be acceptable.

Special Hazard. Special hazards, if there is a possibility of such hazard existing in the work contemplated, this shall be covered by separate insurance or by rider(s) to other required policy(s). Possible hazards, such as blasting, explosion, and fire on insurable items shall be so covered.

Policy or Policies in duplicate to accomplish insurance as above described, shall be written on either a Builder's Risk Form or Alterations and Additions Form or Installation Floater Form, whichever, is applicable, and shall be filed, upon request, with the Pennsylvania Game Commission before starting the work. Duplicate certificates of insurance for the Installation Floater covering this project will be acceptable.

All policies shall be issued by Insurance Companies authorized to conduct such business under the laws of the Commonwealth of Pennsylvania, and shall run until date of final acceptance of the work. Policies expiring at a fixed date before final acceptance of the work must be renewed and refiled before such date.

OBSERVANCE OF LAWS AND REGULATIONS. The contractor shall observe all laws and regulations pertaining to his work, including regulations of the Department of Labor and Industry, the Department of Environmental Resources, the applicable local laws or ordinances, and shall furnish as required any permits, licenses and certificates and pay any fees incidental thereto. The Contractor agrees to save harmless and fully indemnify the Commonwealth from all damages, costs or expenses for infringement of any patent rights as a result of use on the project of patented articles.

INSPECTION AND CHANGES. All work will be subject to inspection and acceptance by the Pennsylvania Game Commission. The Pennsylvania Department of Labor & Industry will inspect the building construction for compliance with the applicable building codes. The Pennsylvania Game Commission shall have the right to make changes in the quantities or character of the work involved. Adjustments to the contract amount to be on the unit price and/or lump sum price.

TEMPORARY SERVICES AND JOB CONDITIONS. The contractor shall be responsible for providing temporary facilities and utilities necessary to execute and protect his work. The contractor shall accept all conditions as found by him upon examination of the site. He shall cooperate in the arrangements of his work as necessary to least affect the administration or operations of the PGC, and shall keep the site clean at all times. If such modifications materially increase the unit cost of work, the increased expense will be paid by the Commission following execution of a Change Order in a dollar amount determined by the Commission, in its sole discretion, to be fair and reasonable. If such modifications diminish the unit cost of the work, the amount of said diminution may be retained or withheld by the Commission. No consequent loss of anticipated profit on work not executed will be paid to the Contractor.

LABOR REQUIREMENTS. All laws and regulations of the Commonwealth pertaining to conditions of employment shall be observed including, but not limited to, the Act of July 18, 1935, No. 383 (43 P.S. Sec. 153) prohibiting racial discrimination, Act of July 19, 1935, No. 414 (43 P.S. Sec. 154) requiring hiring of state resident, the Act of June 21, 1937, No. 373 (71 P.S. Sec. 202) relating to minimum wages and the veteran's preference provision of the Military Code (51 Pa. P.S. Sec. 7106).

PREVAILING WAGE. ~~This contract is subject to the provisions, duties, obligations, remedies and penalties of the Act of August 15, 1961 (P.L. 987), as amended, known as the "Pennsylvania Prevailing Wage Act" (43 P.S. Sec. 165-1 et seq). The general prevailing minimum wage rates as determined by the Secretary of Labor and Industry shall be paid for each craft or classification of all workmen needed to perform this Contract during the term hereof, for the locality in which the work is to be performed. (See attached Prevailing Wage Determination) *No prevailing wages.*~~

PAYMENT TERMS. Payment will be made at the unit prices bid for each item upon satisfactory completion of items as listed on the Proposal Form.

If after substantial completion of work, final completion thereof is materially delayed through no fault of the Contractor, the Commission may without terminating the Contract, make payment for that portion of the work completed and accepted. Upon completion, final approval and acceptance of work, the Contractor, will be paid the total amount of the Contract, subject to any authorized additions to or deductions from the Contract amount.

CONTRACT TERM. The Contract shall commence upon delivery of purchase order to Contractor (estimated to be April 29, 2019) and **shall terminate on August 23, 2019.** All work must be completed and accepted by that date. Must coordinate with General Contractor with schedules. *A time extension may be granted due to weather and/or material delivery delays.*

EXCISE TAXES, PENNSYLVANIA SALES TAX. It is further understood the Commonwealth is exempt from all Excise Taxes. This also applies with reference to the Pennsylvania Sales Tax, however, the Contractor remains liable for the payment of Sale and Use Tax on all materials and fixtures which he purchases or uses for the purpose of fulfilling this contract, irrespective of the fact that the work is being performed for a governmental instrumentality.

OFFSET PROVISION. The Contractor agrees that the Commonwealth may set off the amount of any state liability or other debt 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.

CONTRACT BONDS. ~~The "Prime Contractor" Bidder to whom the Contract is awarded, will be required to execute a "Performance Bond", covering satisfactory performance of the work contracted, in the sum of one hundred percent (100%) of the amount of the Contract; a "Material and Labor Payment Bond", covering the prompt payment in full for materials, utility services rendered, and all equipment furnished and/or labor supplied or performed, in the prosecution of the work, also in the sum of one hundred percent (100%) of the amount of the Contract; and a "Maintenance Bond" in the sum of ten percent (10%) of the Contract amount, conditioned for the Contractor's remedy, without cost to the Commission, of any defects which develop during the remedy guarantee period. The remedy guarantee period is for 365 calendar days after final inspection. All bonds must be executed by a corporate surety authorized to do business in the Commonwealth. If the bonds are executed by a non resident agent, they must be countersigned by a resident agent registered with the Pennsylvania Department of Insurance. The same Surety must execute all bonds and should the Surety upon such bonds become unsatisfactory to the Commission, the Contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Commission and of any individual, partnership, joint venture, corporations or other legal entity supplying materials, utility services, equipment, and/or labor in the prosecution of work contemplated by the Contract.~~

~~If the Contractor selects a surety company who must obtain insurance in another surety company, co-suretyship, etc., by deposit with it, in pledge of conveyance to it in trust for its protection of property or by conveyance or mortgage for its protection, such re-insurance, co-suretyships, etc. will be reviewed by the Commission and any costs associated with appraisals or evaluations of pledged assets shall be borne by the Contractor. The Commission in its sole discretion will evaluate the re-insurance, co-suretyship, etc., to insure that the public is adequately protected under the Contract.~~

~~The bidder shall acquaint itself with and shall abide by all Provisions of Sections 903 and 904 of the CPC (6s Pa. C.S. 903 and 904). Although the CPC only required performance and payment surety bonds each in the amount of 100% of the contract amount for the contract in amounts greater than \$100,000.00, such requirements shall be considered a part of the Bid Documents on all Contracts, regardless of the monetary size of the Contract.~~

~~In accordance with the Act of June 10, 1947 (P.L. 493), 8 P.S. 23, if the Contractor is a corporation not incorporated in Pennsylvania, the contracting corporation and its sureties shall not be discharged from liability on the bonds, nor the bonds surrendered until such corporation files with the Commission a certificate from the Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Unemployment Compensation, Benefits and Allowances of the Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from the said contracting corporation, or any foreign corporation, sub-contractor thereunder or for which liability as accrued but the time for payment has not arrived.~~

~~The Contractor shall require each subcontractor to notify its subcontractors and suppliers, in writing, that their right of recovery against the Material and Labor Payment Bond may not be exercised unless the Prime Contractor is notified of the claim by registered or certified mail within ninety (90) days from the last performance of labor or provision of materials. Contractor shall furnish to the Commission a copy of this notification.~~

All three of the separate contracts for the HVAC, Electric and Plumbing are not required to have contract bonds, but must have proof of insurance coverage.

**PENNSYLVANIA GAME COMMISSION
CONDITIONS FOR CONSTRUCTION CONTRACTS**

The Contractor shall comply with the conditions listed below for this construction contract.

1. **Steel Products Procurement Act**

In accordance with the Act of March 3, 1978 (P.L. 6, No. 3), as amended, known as the “Steel Products Procurement Act” (73 P.S. Section 1881 et seq.), the Contractor, subcontractors, material men, or suppliers shall use only steel products produced in the United States. “Steel products” mean products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly 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, including cast iron products. With each shipment of steel or cast iron products delivered to the project site, the Contractor shall provide evidence to the Game Commission’s field representative that such steel products comply with the Act. When Unidentified Steel Products are supplied, the Contractor must provide documentation which includes, but is not limited to: invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States, which establishes that the Contractor has fully complied with the Act. If a steel product is identifiable from its face, the Contractor must provide certification that it has fully complied with the Act.

The definition of steel products shall include machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 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, such product 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 if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).

The Commission shall not provide for, or make any payments to, any person who has not complied with the Act. Any such payments made to any person by the Commission which should not have been made as a result of the Act shall be recoverable directly from the Contractor or subcontractor who did not comply with the Act. In addition to the above penalties, any person who willfully violates the provisions of the Act shall be subject to other penalties outlined in the Act.

2. **Trade Practices Act**

In accordance with the Act of July 23, 1968 (P.L. 686, No. 226), as amended, known as the “Trade Practices Act” (71 P.S. Section 773.101 et seq.) the Contractor 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, Spain, South Korea, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the use of those countries’ products, as listed below, are not permitted:

- a. 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 carbon steel sheet; and cold-rolled carbon steel sheet.

- b. 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.
- c. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
- d. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.

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 (3) years. This paragraph in no way relieves the Contractor of responsibility to comply with the provisions of the Steel Products Procurement Act described herein.

3. **Reciprocal Limitations Act**

The form GSPUR89 (Reciprocal Limitations Act Requirements) is attached. The Contractor shall complete the applicable portions of pages 3 and 4 of the form and submit the completed pages with the bid.