

**Statement of Work  
Modular Unit Rental  
For Delaware County Maintenance Office**

**GENERAL PROVISIONS**

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**ATTACHMENTS**

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**1. GOVERNING SPECIFICATIONS**

The purpose of this procurement is to procure a rented modular unit for the Pennsylvania Department of Transportation (hereinafter referred to as PennDOT) Delaware County Maintenance Office Stockpile #02 facility, located on US-13 in Eddystone, PA.

The site is located under I-95 in the area of Crum Creek as shown in Attachment 1, Site Map. The closest physical address is 1505 Chester Pike Crum Lynne, PA 19022.

Prior to the bid, all questions shall be directed to the Issuing Officer.

In the event there is a conflict among the documents comprising this Contract, PennDOT and the Contractor have agreed on the following order of precedence: The Contract; the IFB; and the Contractor's Bid in Response to the IFB.

All work will be in accordance with specifications and attachments as herein specified. The modular unit shall meet all Pennsylvania Department of Labor and Industry (L&I) requirements, all applicable codes and all Township Codes.

The PennDOT Project Manager for this contract will be the County Equipment Manager or Designee.

All work will be subject to inspection by the Project Manager or Designee during the term of this contract. Failure to satisfactorily meet all the requirements of this contract or the refusal to promptly correct all deficiencies may be cause for termination.

**2. SERVICE REQUIREMENTS**

This work will consist of providing a modular unit for the Delaware County Maintenance Office.

Contractor shall furnish all labor, materials, tools, and equipment to provide this service for the above listed building.

The services provided shall be consistent with standard operating procedures and applicable Federal, State, Local laws, rules, and regulations for the protection of public health and the environment, including following OSHA safety requirements.

**3. CONTRACT REPRESENTATIVE**

The Contractor shall assign one of its employees to serve as the Contract Representative. The Contractor's Contract Representative will be the Contractor's sole contact person designated to interact and communicate with the Department on all contract and work-related activities and issues.

The Contractor shall provide the Department with its Contract Representative's contact information including name, title, cell phone number, and email address.

The Contractor's Contract Representative shall have the authority to make all contract-related decisions. The Contractor shall notify the Department immediately, in writing, of any change involving the individual serving in this position.

The Contractor must complete and submit the attached Contractor Information Form (Attachment 2) to the PennDOT Purchasing Agent within 3 business days of notice of apparent low bidder status.

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**4. PRE-BID SITE INSPECTION**

Pre-bid site visits will be arranged upon request. Please contact the issuing officer to schedule a visit.

A pre-bid site inspection is not mandatory; however, it will be assumed that the bidders have full knowledge of all existing conditions when submitting their bid. No additional compensation will be awarded due to unfamiliarity.

**5. TERM OF PURCHASE ORDER**

The initial validity period will start upon issuance of a fully executed purchase order and end November 30, 2023.

**6. OPTION TO RENEW**

The Purchase Order may be renewed for three (3) additional one (1) year term(s), so long as PennDOT provides written notice to the Contractor of its intention to extend the purchase order by letter prior to expiration of the term of the agreement, or any extension thereof.

PennDOT may exercise the renewal as an individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 2% during each renewal term. No further document is required to be executed to renew the term of the contract.

PennDOT reserves the right not to execute the renewal option(s).

**7. OPTION TO EXTEND**

PENNDOT reserves the right, upon notice to the Contractor, to extend the term of this purchase order for up to three (3) months upon the same terms and conditions, by providing the Contractor with written notice prior to the expiration of the contract and associated purchaser orders.

**8. ESTIMATED QUANTITIES**

All quantities are estimated, and the Department reserves the right to increase or decrease these quantities based upon need.

**9. PERMITS**

Contractor will comply with all current building codes in accordance with L&I requirements as well as all local codes. Contractor is responsible for obtaining all required permits and licenses. Contractor to complete and submit to PennDOT, within 45 calendar days of receipt of fully executed purchase order, all necessary applications, documents, and forms required by L&I for the installation and use of the modular unit with stairs and access ramp. Contractor shall send the complete application package, via overnight express courier service at contractor expense, to:

Richard E. Miller, PE  
PennDOT Bureau of Office Services  
400 North Street – 5<sup>th</sup> Floor  
Harrisburg, PA 17120

The PennDOT Bureau of Office Services will compile the package and send to L&I.

The Modular unit shall meet all "J" Application Requirements: Modular Construction Building Permits. This is a "B" occupancy, but it is not an office. It is classed as Assembly without fixed seats, since it is a staging building. It will be un-concentrated (tables and chairs). Minimum requirement is 15 square feet per person.

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Contractor shall submit to PennDOT the following items, which will constitute a complete application for a permit to place a modular building on the site.

- (a)** Complete UCC Application for Building Permit **(UCC-3)**.
  - Foundation, Structure
  - Electrical component.
- (b)** Complete UCC Checklist **(UCC-2)**
  - Please complete this fully. If an information items does not apply, indicate this by a "NA"
  - Electrical component.
- (c)** Submit payment in the amount(s) specified on the application form.
  - This is not applicable on PennDOT projects. Mark form "N/A".
- (d)** Submit three (3) complete sets of construction drawings and one (1) set of specifications.
  - Seals of licensed design professionals must appear on all sheets and be signed and dated by the designer.
  - Drawings must be at least 18" x 24" (but no more than 36" x 42") in size, drawn to scale of no less than 1/8" = 1' with sufficient detail to fully indicate the nature and scope of the work to be performed.
  - On the first page of each set, indicate any systems or installations for which plans submission is deferred (e.g., fire alarm system, pre-engineered truss system, sprinkler system).
  - Per section 403.43(k) of the UCC regulations, the plans must bear the signature of the design professional in responsible charge and a brief statement indicating that the design professional has reviewed the plans and found them to be in general conformance with the building or structure.
  - Provide a Code Analysis on the first or second sheet of the drawing. A failure to provide an adequate analysis may lengthen the time needed for review and approval of the plan submissions.
- (e)** Four (4) copies of a site plan showing the size and location of the new construction, with accurate boundary lines, distances from the lot lines, and the established street grades and proposed finished grades.
  - See UCC Plan Checklist (UCC-2)
- (f)** When Construction will occur in a flood plain, the contractor will provide one (1) copy of one of the certifications required in section 1612.5 of the applicable version of the International Building Code.
- (g)** Letter signed by a licensed design professional containing all the following:
  - A statement certifying that all construction within the modular unit (or fully assembled modular building) and hidden from view will fully comply with all requirements of the applicable version of the International Building Code and all other provisions of the Uniform Construction Code.
  - A listing of all alternative construction methods or materials proposed for use, and a statement certifying that the proposed methods or materials meet the requirements of 34 PA Code section 403.44.

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- If the certification letter mentioned above has been provided, PennDOT inspections of the modular unit construction will be limited to footer; foundations; any electrical, plumbing or mechanical rough ins that have been done at the construction site; and, a final inspection. The final inspection will ensure, among other things that all electrical, plumbing and mechanical systems are functioning properly and that all accessibility requirements have been satisfied.
- All electrical drawings will be prepared by the contractor. This is for the electric from the electric meter on site to the electric box in the rented modular unit. All electrical hook ups will be the responsibility of contractor. Site has 100 AMP service.

**10. ADDITIONAL REQUIREMENTS**

All furniture/workstations to be supplied and installed by PennDOT.

PennDOT will provide routine maintenance such as replacement of HVAC filters, light bulbs and perform janitorial services. Contractor will be responsible for all other repairs or services.

Contractor is not responsible for sidewalks and walkways at base of modular unit ramps or steps. Modular unit does not require skirting, gutters, or downspouts.

**11. INVOICE AND BILLING INSTRUCTIONS**

A completed OS-501, Confirmation of Services Form (Attachment 3) shall be submitted by the Contractor to the Project Manager or Designee for review and verification on a monthly basis. The form shall be itemized, include sufficient detail, and coordinate with the line items on the Purchase Order. The Project Manager or Designee will notify the Contractor if corrections are needed. Untimely or incomplete submissions of Form OS-501 may delay processing of a "proper invoice" as required by the Payment section of the Terms and Conditions.

Invoices shall be submitted by the Contractor monthly. For further instructions regarding invoicing, see the Billing Requirements section of the Terms and Conditions.

PennDOT reserves the right, throughout the life of the contract, to make changes to Forms OS-501, including their instructions, content, and all other requirements.

**12. WORK REQUIREMENTS**

- a) HOLIDAYS: No work shall be scheduled to occur on the following holidays unless written permission to do so is provided by PennDOT:
1. New Year's Day
  2. Dr. Martin Luther King Jr. Day
  3. President's Day
  4. Memorial Day
  5. Independence Day
  6. Labor Day
  7. Columbus Day
  8. Veteran's Day
  9. Thanksgiving Day

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- 10. Day after Thanksgiving Day
- 11. Christmas Day

Monday is recognized as a holiday for all holidays occurring on a Sunday, and Friday is recognized for all holidays occurring on a Saturday.

During times of inclement weather, or special events, the RPC or designee may postpone work until a more suitable time.

- b) **NON-COMPLIANCE:** If, for any reason, the contractor fails to comply with the requirements of the contract, Section 108.09 of PennDOT Specification Pub 408 will prevail, which said specifications are incorporated herein by reference hereto.

**13. PRE-SERVICE MEETING**

A Pre-Service Meeting and/or Conference Call will be scheduled by the Project Manager or Designee after the purchase order is issued.

The Pre-Service meeting is an incidental item and will not be paid for.

**14. PROPERTY DAMAGE AND REPORTING**

The Department, regardless of the cause, is not responsible for any damages or losses to the work crew's personal property, or the Contractor's property.

The Contractor is responsible for damage to Department property caused by the Contractor's operations. Repairs to Department property caused by the Contractor's operations will be at no cost to the Department. Contractor shall repair all damage within five (5) business days of occurrence. If the Contractor does not repair damage caused by its employees within five (5) business days, the Department reserves the right to repair the damage and invoice the Contractor for the repair costs, or to short pay any outstanding invoices by a like amount.

**Damage Reports:** If Department property is damaged by the Contractor, it is to be reported to the Project Manager or designee within two (2) hours by telephone, and Contractor shall submit to the a full report of the acts and extent of such damage in writing no later than the next business day.

**Accident Reports:** The Contractor shall comply with State of Pennsylvania, OSHA and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal and written report to the Project Manager or designee no later than the next business day.

**15. STRATEGIC ENVIRONMENTAL MANAGEMENT PROGRAM (SEMP)**

PennDOT has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEM, the Commonwealth of Pennsylvania has established a Green Plan Policy that can be found at: [www.penndot.gov](http://www.penndot.gov)

To access program requirements on the website

Type in 'SEMP' in search field and select the magnifying glass.

Then select 'Pollution Prevention' and review site.

The Green Plan Policy is designed protect the environment, conserve resources and comply with environmental laws and regulations.

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The Contractor shall ensure that its personnel are aware of the Commonwealth of Pennsylvania'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.

**PAY ITEMS**

**Item 1: Delivery and Installation of a Modular Unit**

DESCRIPTION: This work is the delivery and installation of a Modular Unit, with stairs and access ramp (if necessary), to be set at the Eddystone Stockpile Site in Delaware County. Unit to be set as per L&I requirements. The unit must meet American Disability Act (ADA) requirements.

Contractor to supply signed and sealed drawing with package for L&I submission; the cost of generating and supplying the package for L&I submission shall be considered incidental to this item.

MATERIAL: All tools, materials and equipment for the delivery and installation of the Modular Unit with stairs and access ramp.

SERVICE: This is for the delivery and installation of a Modular Unit with stairs and access ramp. The Modular Unit must meet minimum specifications:

1. Size: Contractor shall provide a Modular Unit provide a unit with a minimum square footage of 160 square feet and dimensions to be not exceeding 10' in width or 25' in length.
2. Accommodate 6 people. This is a "B" occupancy, but it is not an office. It is classed an Assembly without fixed seats, since it is a staging building. It will be un-concentrated (tables and chairs). Minimum requirement is 15 square feet per person.
3. Unit must include all anchoring devices for concrete pad and blacktop installation.
4. Unit must be equipped with smoke alarms, one smoke alarm per room.
5. Unit must be equipped with electric heat and air conditioning of sufficient capacity to ensure the comfort of the staff utilizing the unit.
6. Unit must provide power to two (2) computers, one (1) fax machine, and two (2) printers. PennDOT to provide power cords and surge protection.
7. No rest room required. Site currently has portable units. Unit supplied shall not have plumbing fixtures, or plumbing fixtures must be covered to prevent use.
8. Mobilization including onsite delivery and set-up of unit.
9. Unit must include blocking and tie downs (Unit to be located on concrete and blacktop surface).
10. Unit must have access point(s) compliant with ADA requirements

PAY ITEM, UNIT OF MEASURE: Each

**Item 2: Monthly Rental of Modular Unit**

DESCRIPTION: This is the monthly rental/lease cost of the Modular Unit to be set at the Eddystone Stockpile Site in Delaware County.

PAY ITEM, UNIT OF MEASURE: Month

**Item 3: Dismantle and Removal of Modular Unit**

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DESCRIPTION: This work is to dismantle and remove the Modular Unit, with stairs and access ramp, to be set at the Eddystone Stockpile Site in Delaware County.

MATERIAL: All tools, materials and equipment for the dismantling and removal of the Modular Unit with stairs and access ramp.

SERVICE: This is to dismantle the Modular Unit with stairs and access ramp. This work includes the removal of the anchoring and return delivery of the modular unit with stairs and access ramp.

PAY ITEM, UNIT OF MEASURE: Each