



Response
to
Request for Proposal
For Electrical Job Order Contract

CENTRAL SOUTHWEST REGION

Contract No: DGS A-2019-0001-JOC-CSW-K-4
(Electrical)

PACKAGE 1: TECHNICAL SUBMITTAL

Prepared By



G.M. McCrossin
2780 Benner Pike,
Bellefonte, PA 16823
www.mccrossin.com
Office: (814) 355-4848 ext. 119

APPENDIX C

COMPANY PROFILE

1. General Information

Company Name: G.M. McCrossin, Inc.

Street Address: 2780 Benner Pike

PO Box / Rural Route: _____

City: Bellefonte

State: PA

Postal Code: 16823

County: Centre

Telephone: 814-355-4848 Fax: 814-355-7363

Website: www.mccrossin.com

Number of Years as a Contractor: 68

2. Is the Company Office Administering the Contract within the Region Boundary?

Yes Other

Street Address: 2780 Benner Pike

PO Box / Rural Route: _____

City: Bellefonte

State: PA

3. Number of Years the Company Office Administering the Contract Above Has Been Staffed and Operational: 68 Years

4. Does the Company Have Experience Working with the Commonwealth: Yes No

If yes, # of Years Experience with the Commonwealth: 68

5. Does the Company Have Experience with Job Order Contracting: Yes No
Henkels & McCoy, Inc., 1999-2001
PSU JOC, 2010-Current

If yes, # of Years Experience with Job Order Contracting: 12 Years Total

6. Attach an Additional Sheet(s) Describing the Firm and Its Services. Is the Additional Information Attached? Yes No

7. Attach a Letter from the Proposer's Insurance Carrier, on the Insurance Company's Letterhead, Stating the Proposer's Experience Modification Rate (EMR) for the Past Three Calendar Years. Is the EMR Letter Attached? Yes No

8. Description of the Work the Proponent Intends to Self-Perform: (Attach an additional sheet as necessary)

With few exceptions, GMM has the capability to self-perform the work in all the trade groups: General, HVAC, Plumbing and Electrical. In support of our commitment to achieving the SDBE goals we will be looking for specific opportunities to utilize qualified firms to subcontract components of work that we might normally self-perform.

9. Description of the Work the Proponent Intends to Subcontract: (Attach an additional sheet as necessary)

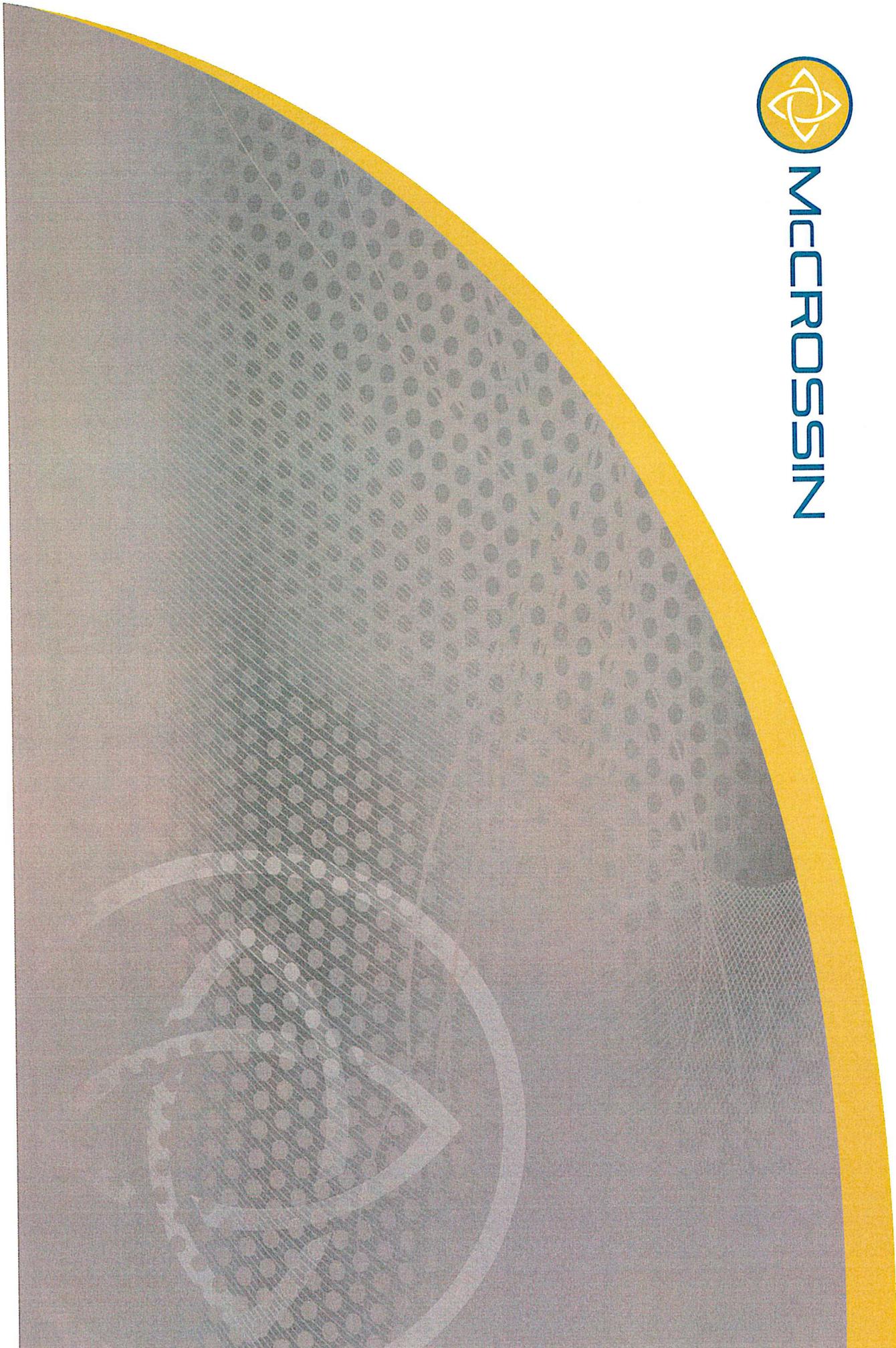
GMM subcontracts all design services (from small businesses), fire protection and other highly specialized services. As stated in item #8, GMM will be retaining SDBE for other aspects of work. We currently have experience with highly skilled SDBE firms in the other trades. Similarly, all material procurements will be executed as competitive bids with an emphasis on utilization of qualified SDBE sources.

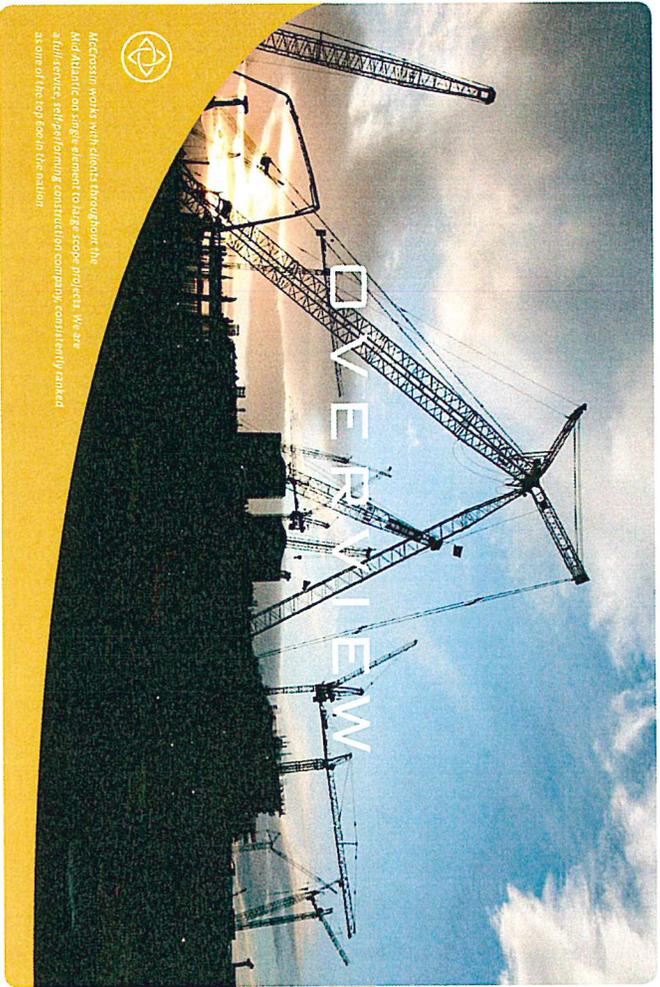
10. Under what other or former names has your organization operated?

NA



MECCROSSIN





McCrossin works with clients throughout the Mid-Atlantic on single element to large scope projects. We are a full-service, self-performing construction company, consistently ranked as one of the top 500 in the nation.

THE POWER OF LEGACY

McCrossin has been raising the standard for construction throughout Pennsylvania and surrounding Mid-Atlantic states since 1951. From the beginning, we have strived to establish our reputation as a firm delivering quality, versatility and integrity to every project. Our commitment to building strong relationships with our clients has allowed us to remain a successful, family-owned corporation through economic and market fluctuations. Today, we provide a more comprehensive, full-service offering than ever before from our construction, foundations, mechanical and Electrical Divisions. We have retained a proud history without compromising our progress—while respecting its founders—McCrossin has become a company led by a collective team of dedicated employees in a new era.

OVERVIEW

Full-service capabilities include:

- construction management
- prime contracting
- sub-contracting
- Design/build
- general contracting
- Electrical, mechanical, concrete, deep foundations, specialty geotechnical services, and safety training

We are a company with safety at our core, and a legacy built upon the strength of our services, our products, and our people.

STRONG IN EVERY DIRECTION



A COMMITMENT TO OUR COMPANY, OUR PEOPLE, AND OUR PEOPLE

Our clients trust us to deliver excellence on every job site, and our employees trust us with their safety, knowing that we put their well-being above all else.

At the end of each day, we want our men and women returning home healthy. Rules that we implement through our formalized program are there for a reason—our most important asset is our people.

Our team makes an industry-wide effort to avoid injury, and we regularly offer on-site training for various types of hazards that workers may come in contact with on a daily basis. We are vigilant in inviting OSHA and private safety consultants to review our safety program and job sites to provide feedback and improvements to keep every site an injury-free zone. McCrossin is safe in every direction.

A STRONGER STRUCTURE

McCrossin has over 60 years of experience in the construction industry and is one of the most versatile self-performing firms in the Mid-Atlantic region. We offer a full-service from a single-source. We provide service in any, and all phases of construction, start to finish. McCrossin respects our clients' resources as though they were our own, while being conscientious of budgetary and scheduling guidelines.

CAPABILITIES:

Site Development

- Installation of all site utilities, including underground utilities and gas
- Storm water control and management, as well as sewer water control

Design-Build

- All design-build services supplemented utilizing current BIM capabilities
- Design-build for an array of facilities - from water treatment to pump stations

CONSTRUCTORS

Structural Concrete

- Poured concrete foundations and vertical concrete
- Manufacturing of facility-related foundation work

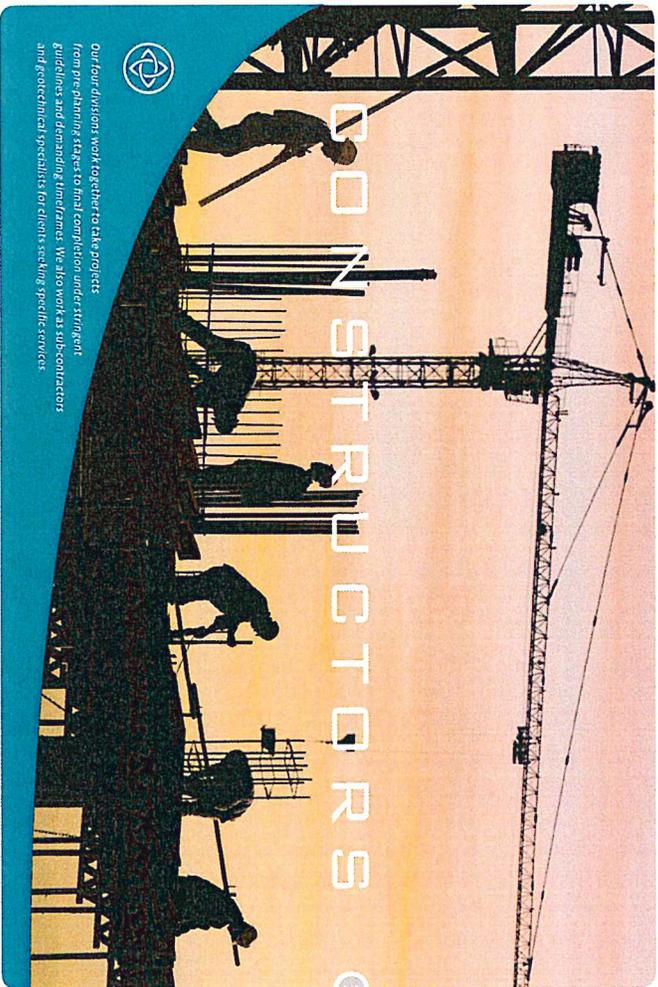
Structural Steel

- Coordination of mechanical systems and constructability for optimum results
- In-house provision of structural steel for a variety of structures, including factories, stadiums, power plants, and equipment elevation

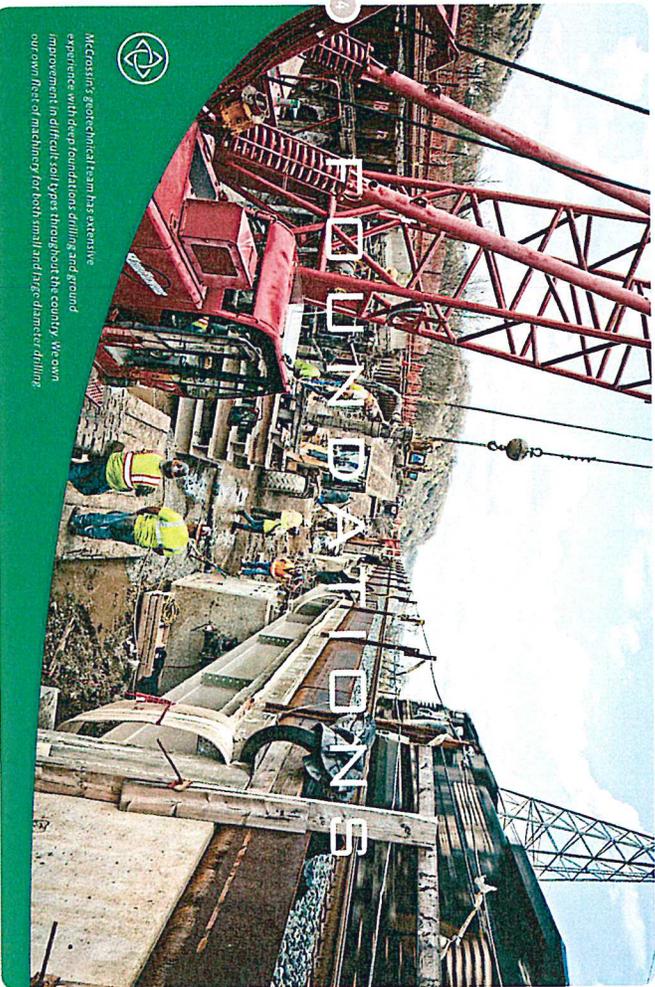
Innovative Contracting Methods

- Collaborative, pre-build contingency plans
- Solutions from one exceptional source

STRONG IN EVERY DIRECTION



Our four divisions work together to take projects from pre-planning stages to final completion under stringent guidelines and demanding timeframes. We also work as sub-contractors and geotechnical specialists for clients seeking specific services.



McCrosin's geotechnical team has extensive experience with deep foundations drilling and ground improvement in difficult soil types throughout the country. We own our own fleet of machinery for both small and large diameter drilling.



EXPERT PRECISION

The McCrosin Foundations division provides some of the most comprehensive geotechnical and deep foundations services in the region. We also offer design capabilities for all foundation structural elements and earth retention systems for a wide spectrum of clients. Utility preparation and installation projects, as well as site development, directly benefit from our foundations capabilities, creating an efficient, cost-effective way to expedite projects requiring McCrosin's full-service expertise.

Due to the growing demand for our deep foundations services, we have two foundations offices in Pennsylvania, one in the Pittsburgh area, and the other in Hershey. This allows us to quickly dispatch fleets and crews to projects in less time and for less cost.

FOUNDATIONS

Our team has extensive experience with geotechnical and deep foundations projects across industrial, commercial, institutional, recreational, heavy highway, and power generation industries.

We provide an unmatched standard of excellence in the following services:

- Anchors and Tiebacks
- Retaining Walls
- Tiedowns
- Rock and Soil Nailing
- Caissons
- Soldier Piles/Lagging
- Driven Piling
- Secant Pile Walls
- Foundation Grouting
- Tangent Pile Walls
- Marine Construction
- Compaction Grouting
- Micropiles
- Sheet Piles
- Design-Construct Services

STRONG IN EVERY DIRECTION



THE TRUSTED CHOICE FOR CONTROL

McCrossin's Mechanical services have been the choice of Fortune 500 companies and manufacturing clientele for decades. We offer in-house pipe prefabrication, and utilize a strong supplier network to ensure our clients receive competitively priced materials on schedule and within budget.

Typically working under strict operating guidelines, McCrossin is the first choice for large projects needing stringent quality control and testing, fabrication, design systems, turn work, welding, repair, turn-key and equipment installations, and management of multi-layered tasks and phases. We adapt our work to allow operating facilities to function while we make improvements. McCrossin schedules shift work or round-the-clock hours to minimize client inconvenience.

M E C H A N I C A L

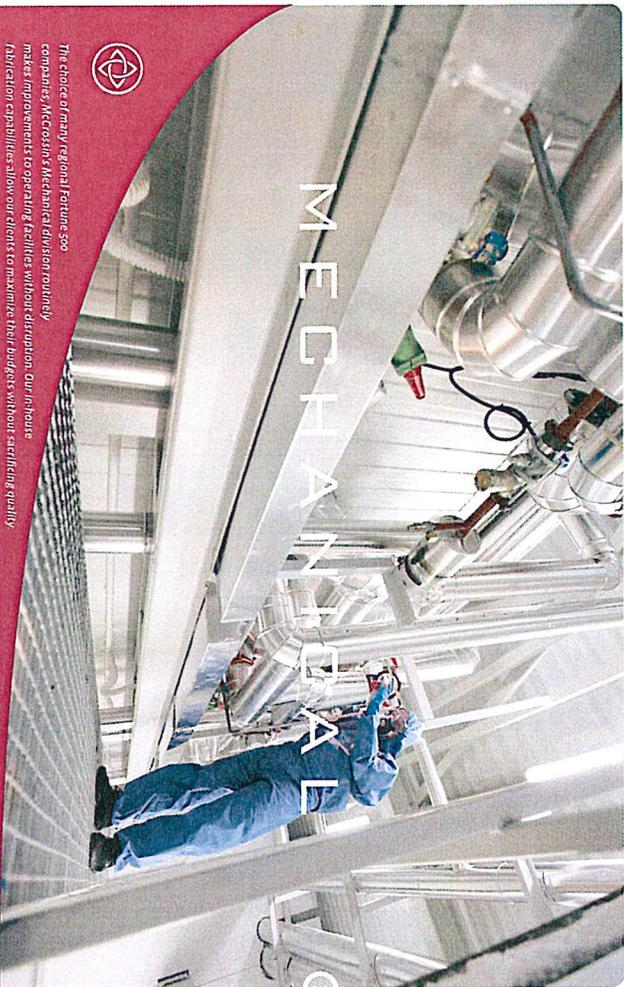
Capabilities:

- Utility piping for steam, sanitary systems, storm water, utilities, emergency and plants
- HVAC systems, plumbing and geothermal
- Water systems, including clarifiers, process piping and chemical treatment systems
- Industrial piping including chemical sewer, gas, potable water, steel and stainless

STRONG IN EVERY DIRECTION



McCrossin offers process piping for any operation, including water treatment for packing sites, pharmaceutical plants, government and educational institutions, and large scale Fortune 500 manufacturers. Some of the piping we provide includes: stainless steel and carbon, mechanical waste water treatment piping, cooling process piping, and all piping systems for solids, liquids and gases. Our HVAC services address all piping categories including steam, chilled water, and heating and hot water. We have maintained a reputation as the region's trusted industrial plumbing contractor and are experienced with storm, sanitary and vent, compressed air, domestic water and acid waste piping.



The choice of many regional Fortune 500 companies, McCrossin's Mechanical division routinely makes improvements to operating facilities without disruption. Our in-house fabrication capabilities allow our clients to maximize their budgets without sacrificing quality.





ELECTRICITY

McCrossin offers a wide range of exterior and interior power services, including those for main distributions, emergency backup systems, streetscape, and HVAC control systems. We keep a licensed commercial electrical inspector and master electrician on staff at all times to ensure quality and safety.



PROGRESS THROUGH POWER

McCrossin believes in performing electrical work that withstands the effects of extended use. We keep at least one licensed commercial electrical inspector and master electrician on staff at all times to ensure that standards are universally met. McCrossin provides primary power and secondary power services, as well as electrical control systems. We have extensive experience in bringing high-voltage primary power to sites, and take care of all related equipment and transformer needs. We specialize in the installation of electrical control systems for:

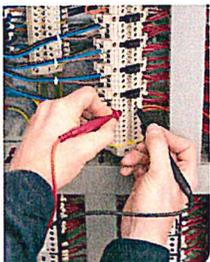
- Telecommunications
- Sound
- Lighting
- Security Systems
- Alarm Systems
- Data
- Industrial Processes
- Other Low-Voltage Requirements

ELECTRICAL

Some of our electrical capabilities include the following:

- Interior power, including distribution, emergency, back-up systems, UPS, and TVSS
- Exterior power, including distribution and medium voltage systems
- Electrical control systems
- Security systems
- HVAC control systems
- Lighting, including LED, streetscape, theaters, and lighting control systems
- Process Control Systems

STRONG IN EVERY DIRECTION





MCCROSSIN

CORPORATE HEADQUARTERS

2780 BENNER PIKE
BELLEFONTE, PA 16823
PHONE: 814.355.4848
FAX: 814.355.7363

PITTSBURGH FOUNDATIONS OFFICE

2607 NICHOLSON ROAD
SEWICKLEY, PA 15143
PHONE: 724.933.9222
FAX: 724.933.9223

HERSHEY FOUNDATIONS OFFICE

1016 OLD W. CHOCOLATE AVENUE
HERSHEY, PA 17033
PHONE: 717.298.1873
FAX: 717.298.1874

WWW.MCCROSSIN.COM



OUR PEOPLE, OUR PRIORITY

McCROSSIN has dramatically expanded its scope of services since its inception in 1951. With this expansion came the ever broadening responsibility of keeping hundreds of individuals on site and in our offices safe every single day. At McCROSSIN, we consider the safety of our team members and general public to be our greatest priority. That is why we go to considerable lengths to help ensure healthy work environments that keep our people, and all those performing on a McCROSSIN project, returning home safely each day.

We educate, inspect, and implement the highest level of safety standards and procedures at each office and worksite. Every employee and crew member has the required preparation, supervision and assessment, as well as access to supplemental field safety training. We also believe that the learned safety practices extend well beyond our offices and sites to help keep our men and women protected at home. After all, our reputation and strength as a full-service industry leader begins with our people, and our commitment to keeping them safe. At McCROSSIN, we are committed to being Safe in Every Direction.

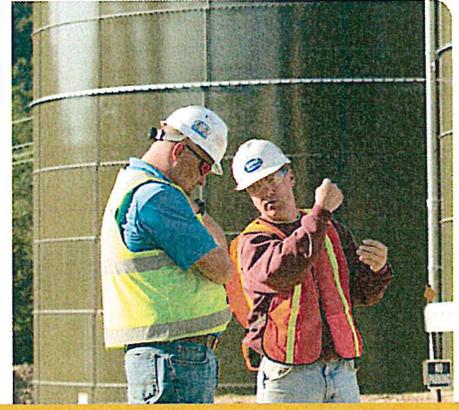
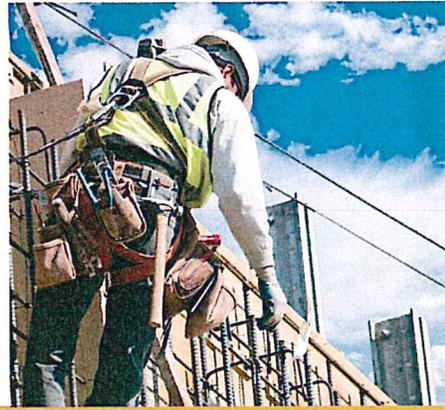


CORPORATE HEADQUARTERS
Phone: 814.355.4848 | MCCROSSIN.COM



"McCROSSIN did an excellent job installing the drilled shaft bridge foundations at the I-70/I-79 Interchange. Their knowledge and professionalism were instrumental in planning, coordinating and executing work on a very congested project with limited access. Their field crews performed their work safely, on schedule, and within budget—they exceeded all of our expectations for the project."

Kerry Kennedy, P.E.,
Golden Triangle Construction



KEEPING OUR INDUSTRY SAFE

At McCrossin, our most important asset is not capital, it is our people. If they aren't safe, the company is not safe. This is why we have made the commitment to empowering our team members with the most recent safety training and education available.

We conduct on-site training for all types of hazards that workers may come into contact with, including JSA's, OSHA 10 & 30 hour training for construction and general industry (500 & 501), MSHA 24 or 40 hour training, and even confined space, excavation, fall protection, and equipment operating training. We also give each employee the ability to Stop Work whenever he or she feels something is unsafe. At McCrossin, we much prefer any work stoppage in order to evaluate safety procedures and discuss how to move forward cautiously, as opposed to stopping work due to an injury. To us, this is not a choice.

McCrossin provides an effort industry-wide to train our colleagues in preventing any worker in our industry from suffering a preventable injury. We have a formalized program and a Safety Committee that addresses the issues surrounding the safety of our workers and to stay aligned with changes in the industry that could affect our team. McCrossin managers and our supervisory council conduct regular meetings to review any incidents, often selecting job sites to evaluate safety practices in real-time. We collaborate with OSHA and private safety consultants to survey our safety program and provide feedback on how to keep every single site injury-free.

For more information regarding our safety training programs:

Please contact our Director of Safety, Bob Biggans, at our Corporate Headquarters.

IN-HOUSE EMPLOYEE TRAINING

- MSHA Underground
- MSHA Surface
- OSHA 10-hour
- OSHA 30-hour
- First Aid, CPR, AED & Blood Borne Pathogens
- Competent Person
- Confined Space
- Excavation
- Fall Protection
- General Industry
- Heavy Equipment
- All site specific needs



CORPORATE HEADQUARTERS
Phone: 814.355.4848 | MCCROSSIN.COM

Top 600 Specialty Contractor

We are a company built upon the strength of our services, our products, and our people.



June 5, 2019

Subject: Experience Modification Factor for GM McCrossin, Inc.

To Whom It May Concern:

At the request of GM McCrossin, Inc., we are pleased to inform you of their Pennsylvania and NCCI Experience Modification Factor:

<p>Nicole Morse Zurich-American Insurance Group</p> <p>Alternative Solutions Group Captives 1299 Zurich Way 10th Floor - North Bar Schaumburg, IL 60196-1056 Telephone: 847-413-5198</p> <p>Nicole.Morse@zurichna.com</p>	<p>Effective Date:</p> <p>04/01/2019</p> <p>04/01/2018</p> <p>04/01/2017</p> <p>04/01/2016</p> <p>04/01/2015</p> <p>04/01/2014</p> <p>04/01/2013</p>	<p>PA Exp Mod:</p> <p>0.703</p> <p>0.673</p> <p>0.701</p> <p>0.730</p> <p>0.805</p> <p>0.856</p> <p>0.828</p>	<p>NCCI Exp Mod:</p> <p>1.03</p> <p>1.17</p> <p>0.90</p> <p>0.96</p> <p>0.96</p> <p>N/A</p> <p>N/A</p>
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Please advise should you have additional questions or concerns.

Sincerely,

Nicole Morse

APPENDIX D COMPARABLE CONSTRUCTION EXPERIENCE

PROJECTS EQUAL TO OR LESS THAN \$50,000

Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated

1) Proposer's Name: G.M. McCrossin, Inc.

2) Agency/Client Name: The Pennsylvania State University

3) Project Name: McElwain Hall-ADA Entrance Door Level K

4) Project Number: 17-GMM-00-05521.00-0 5) Project Value: \$24,744.14

6) Project Address: PSU-McElwain Residence Hall 7) County: Centre

Mifflin Road
University Park, PA 16802

8) Achieved or Anticipated Final Acceptance after January 1, 2016 Yes No

9) Company Role: Sub JOC Contractor Prime JOC Contractor Multi-Prime JOC Contractor

10) Agency: The Commonwealth Public Agency Within Pennsylvania Other: _____

11) Location: Within the Region Being Proposed Other: _____

12) Project Includes the Following Elements:

General Construction HVAC Electrical Plumbing

13) Attach an Additional Sheet(s) Describing the Project's Scope of Work. Is the Additional Information Attached?

Yes No

14) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Donald Juechter, Jr. Title Facilities Project Manager

Telephone: _____ Email Address: _____

15) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

None

APPENDIX D COMPARABLE CONSTRUCTION EXPERIENCE

PROJECTS EQUAL TO OR LESS THAN \$50,000

Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated

- 1) Proposer's Name: G.M. McCrossin, Inc.
- 2) Agency/Client Name: The Pennsylvania State University
- 3) Project Name: Pine Hall Utility Modifications
- 4) Project Number: 18-GMM-00-06507.00-0 5) Project Value: \$45,931.53
- 6) Project Address: PSU-Pine Hall 7) County: Centre

University Park, PA 16802

- 8) Achieved or Anticipated Final Acceptance after January 1, 2016 Yes No
- 9) Company Role: Sub JOC Contractor Prime JOC Contractor Multi-Prime JOC Contractor
- 10) Agency: The Commonwealth Public Agency Within Pennsylvania Other: _____
- 11) Location: Within the Region Being Proposed Other: _____
- 12) Project Includes the Following Elements:
 General Construction HVAC Electrical Plumbing
- 13) Attach an Additional Sheet(s) Describing the Project's Scope of Work. Is the Additional Information Attached?
 Yes No

14) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Jesse Wells Title Facilities Contract Specialist

Telephone: _____ Email Address: _____

15) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

None

APPENDIX D COMPARABLE CONSTRUCTION EXPERIENCE

PROJECTS EQUAL TO OR LESS THAN \$50,000

Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated

1) Proposer's Name: G.M. McCrossin, Inc.

2) Agency/Client Name: The Pennsylvania State University

3) Project Name: Earth & Engineering Sciences-R o m 104 Renovations for La b

4) Project Number: 17-GMM-00-05907.00-0 5) Project Value: \$30,575.00

6) Project Address: PSU-Earth, & Engineering 7) County: Centre

Sciences Building
University Park, PA 16802

8) Achieved or Anticipated Final Acceptance after January 1, 2016 Yes No

9) Company Role: Sub JOC Contractor Prime JOC Contractor Multi-Prime JOC Contractor

10) Agency: The Commonwealth Public Agency Within Pennsylvania Other: _____

11) Location: Within the Region Being Proposed Other: _____

12) Project Includes the Following Elements:

General Construction HVAC Electrical Plumbing

13) Attach an Additional Sheet(s) Describing the Project's Scope of Work. Is the Additional Information Attached?

Yes No

14) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Dave Peck Title Facilities Project Manager

Telephone: _____ Email Address: _____

15) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

None



FOR PSU USE ONLY	
BUDGET	633-27
JOB	11-58229
REFERENCE	2154469
CODE	830.69

Job Order Contract

Job Order

New Job Order
 Change Order

PSU Project Number: 00-05907.00
 Job Order Number: 17-GMM-00-05907.00 - 0
 Job Order Title: Earth & Engineering Sciences - Room 104 Renovations for Lab for Dr. Justin Schwartz
 JOC Leader: Jesse G. Wells Contractor Name: G. M. McCrossin, Inc
 Phone: _____ 2780 Benner Pike
 Bellefonte, PA 16823
 Primary Contact: Joseph Leahey
 Phone: _____

Work to be Performed

Work to be performed as per the Drawing Log/Detailed Scope of Work Form dated 09/05/2017 and as per the terms and conditions of your original JOC contract with The University, along with any/all renewals and amendments thereto.

Brief Job Order Description:

Complete Structural Beam/Hoist and Electrical Modifications for New Laboratory Space for Dr. Justin Schwartz.

Time of Performance Anticipated Start Date: 09/11/2017
 Substantial Completion Date: 09/29/2017
 Final Completion Date: 10/04/2017

Liquidated Damages Will apply: Will NOT apply:

Architect Engineer: Stahl Sheaffer Engineering, LLC Primary Contact: Tyler Payne
3941 S. Atherton St. Phone: (814)
State College, PA 16801

PSU Project Leader: The Pennsylvania State University Primary Contact: David Peck
Office of Physical Plant Phone: _____
University Park, PA 16802-1119

Construction Contract Cost: \$29,975.49 JOC License Fee @ 2%: \$599.51
GRAND TOTAL COST: \$30,575.00

Reviewed By: _____ The Pennsylvania State University

JOC Leader - Jesse Wells
 Date: 9/15/17

By: _____
 Date: _____

APPENDIX D COMPARABLE CONSTRUCTION EXPERIENCE

PROJECTS EQUAL TO OR LESS THAN \$50,000

Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated

1) Proposer's Name: G.M. McCrossin, Inc.

2) Agency/Client Name: The Pennsylvania State University

3) Project Name: The Pennsylvania State University

4) Project Number: 00-03934.00 5) Project Value: \$38,891.06

6) Project Address: Bryce Jordan Center 7) County: Centre

University Park, PA 16802

8) Achieved or Anticipated Final Acceptance after January 1, 2016 Yes No

9) Company Role: Sub JOC Contractor Prime JOC Contractor Multi-Prime JOC Contractor

10) Agency: The Commonwealth Public Agency Within Pennsylvania Other: _____

11) Location: Within the Region Being Proposed Other: _____

12) Project Includes the Following Elements:

General Construction HVAC Electrical Plumbing

13) Attach an Additional Sheet(s) Describing the Project's Scope of Work. Is the Additional Information Attached?

Yes No

14) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Jesse Wells Title Facilities Contract Specialist

Telephone: _____ Email Address: _____

15) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

None

APPENDIX E

COMPARABLE CONSTRUCTION EXPERIENCE

PROJECTS BETWEEN \$50,000 AND \$150,000

Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated

1) Proposer's Name: G. M McCrossin, Inc

2) Agency/Client Name: The Pennsylvania State University

3) Project Name: Atherton Hall Renovate Apartment 155

4) Project Number: 17 - GMM000 4217 .00-0 5) Project Value: \$125,586.08

6) Project Address: PSU Atherton Hall 7) County: Centre

University Park, PA

8) Achieved or Anticipated Final Acceptance after January 1, 2016 Yes No

9) Company Role: Sub JOC Contractor Prime JOC Contractor Multi-Prime JOC Contractor

10) Agency: The Commonwealth Public Agency Within Pennsylvania: Other: _____

11) Location: Within the Region Being Proposed Other: _____

12) Project Includes the Following Elements:

General Construction HVAC Electrical Plumbing

13:) Attach an Additional Sheet(s) Describing the Project's Scope of Work. Is the Additional Information Attached?

Yes No

14) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Matthew Va il Title Project Manager

Telephone: _____ Email Address: _____

15) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

None

APPENDIX E COMPARABLE CONSTRUCTION EXPERIENCE

PROJECTS BETWEEN \$50,000 AND \$150,000

Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated

1) Proposer's Name: G. McCrossin, Inc.

2) Agency/Client Name: The Pennsylvania State University

3) Project Name: EE West-Removal of Process Water Chiller

4) Project Number: 16-GMM-00-04947.00-0 5) Project Value: \$117,044.75

6) Project Address: PSU 7) County: Centre

University Park, P A

8) **Achieved or Anticipated Final Acceptance after January 1, 2016** Yes No

9) Company Role: Sub JOC Contractor Prime JOC Contractor Multi-Prime JOC Contractor

10) Agency: The Commonwealth Public Agency Within Pennsylvania: Other: _____

11) Location: Within the Region Being Proposed Other: _____

12) Project Includes the Following Elements:

General Construction HVAC Electrical Plumbing

13) Attach an Additional Sheet(s) Describing the Project's Scope of Work. Is the Additional Information Attached?

Yes No

14) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Jesse Wells Title Facilities Contract Specialist

Telephone: _____ Email Address: _____

15) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

None

Jesse Wells

PENNSSTATE



FOR PSU USE ONLY	
BUDGET	633-27
JOB	1657117
REFERENCE	2138547
CODE	830.69

✓ MS

Job Order Contract

Job Order

New Job Order Change Order

PSU Project Number: 00-04947.00
 Job Order Number: 16-GMM-00-04947.00 - 0
 Job Order Title: EE West - Removal of Process Water Chiller
 JOC Leader: Jesse G. Wells Contractor Name: G. M. McCrossin, Inc
 Phone: _____ 2780 Benner Pike
 Bellefonte, PA 16823
 Primary Contact: Joseph Leahey
 Phone: _____

Work to be Performed

Work to be performed as per the Drawing Log/Detailed Scope of Work Form dated 09/26/2016 and as per the terms and conditions of your original JOC contract with The University, along with any/all renewals and amendments thereto.

Brief Job Order Description:

Removal of ground floor process chiller and addition of heat exchanger while tying the process chilled water system for the building into the campus chilled water loop.

Time of Performance Anticipated Start Date: 10/17/2016
 Substantial Completion Date: 12/31/2016
 Final Completion Date: 01/31/2017

Liquidated Damages Will apply: Will NOT apply:

Architect Engineer: The Pennsylvania State University Primary Contact: James Rohan
Office of Physical Plant Phone: 1- _____
University Park, PA 16802-1119

PSU Project Leader: The Pennsylvania State University Primary Contact: Nevienne Manning
Office of Physical Plant Phone: _____
University Park, PA 16802-1119

Construction Contract Cost: \$92,717.56 JOC License Fee @ 2%: \$1,854.35
GRAND TOTAL COST: \$94,571.91

Reviewed By:

The Pennsylvania State University

JOC Leader - Jesse Wells

Susan J. Wiedemer
ASSISTANT TREASURER

OCT 19 2016

Date: 10/19/16

Date: _____

APPENDIX E

COMPARABLE CONSTRUCTION EXPERIENCE

PROJECTS BETWEEN \$50,000 AND \$150,000

Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated

1) Proposer's Name: G .M McCrossin, Inc.

2) Agency/Client Name: The Pennsylvania State University

3) Project Name: McElwain Hall-Recreation Room Renovations

4) Project Number: 16-GMM-00-04711.00-0 5) Project Value: \$105,149.27

6) Project Address: PSU 7) County: Centre

University Park, PA

8) Achieved or Anticipated Final Acceptance after January 1, 2016 Yes No

9) Company Role: Sub JOC Contractor Prime JOC Contractor Multi-Prime JOC Contractor

10) Agency: The Commonwealth Public Agency Within Pennsylvania: Other: _____

11) Location: Within the Region Being Proposed Other: _____

12) Project Includes the Following Elements:
 General Construction HVAC Electrical Plumbing

13:) Attach an Additional Sheet(s) Describing the Project's Scope of Work. Is the Additional Information Attached?
 Yes No

14) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Jesse Wells Title Facilities Contract Specialist

Telephone: _____ Email Address: _____

15) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

None

APPENDIX E

COMPARABLE CONSTRUCTION EXPERIENCE

PROJECTS BETWEEN \$50,000 AND \$150,000

Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated

1) Proposer's Name: G. M. McCrossin Inc.

2) Agency/Client Name: The Pennsylvania State University

3) Project Name: Renovations to Rooms 37/38 in Rec Hall

4) Project Number: 17-G MM40 005 540 00 5) Project Value: \$12 66 778.0

6) Project Address: PSU 7) County: Centre

University Park, PA

8) **Achieved or Anticipated Final Acceptance after January 1, 2016** Yes No

9) Company Role: Sub JOC Contractor Prime JOC Contractor Multi-Prime JOC Contractor

10) Agency: The Commonwealth Public Agency Within Pennsylvania: Other: _____

11) Location: Within the Region Being Proposed Other: _____

12) Project Includes the Following Elements:

General Construction HVAC Electrical Plumbing

13.) Attach an Additional Sheet(s) Describing the Project's Scope of Work. Is the Additional Information Attached?

Yes No

14) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Jesse Wells Title Facilities Contract Specialist

Telephone: _____ Email Address: _____

15) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

None



Job Order Contract

Change Order

FOR PSU USE ONLY	
BUDGET	633-27
JOB	18-57777
REFERENCE	2154156
CODE	830.69

New Job Order Change Order 2

PSU Project Number: 00-05514.00
 Job Order Number: 17-GMM-00-05514.00 - 2
 Job Order Title: Renovations To Rooms 37/38 in Rec Hall CO#2
 JOC Leader: Jesse G. Wells Contractor Name: G. M. McCrossin, Inc
 Phone: _____ 2780 Benner Pike
 Bellefonte, PA 16823
 Primary Contact: Joseph Leahey
 Phone: _____

Work to be Performed

Work to be performed as per the Drawing Log/Detailed Scope of Work Form dated 01/24/2018 and as per the terms and conditions of your original JOC contract with The University, along with any/all renewals and amendments thereto.

Brief Job Order Description:

Change lighting and electrical wiring runs; pull cables for terminations on HVAC controls; install additional fire protection sprinkler heads; install dim-able lights; and request for support from Motek in setting up treadmill.

Time of Performance Anticipated Start Date: _____
 Substantial Completion Date: 10/30/2017
 Final Completion Date: 11/06/2017

Liquidated Damages Will apply: Will NOT apply:

Architect Engineer: Gannett Fleming Primary Contact: Paul Politza
 2601 Gateway Dr Phone: _____
 State College, PA 16801

PSU Project Leader: The Pennsylvania State University Primary Contact: Christie Holloway
 Office of Physical Plant Phone: _____
 University Park, PA 16802-1119

Construction Contract Cost: \$16,720.38 **JOC License Fee @ 2%: \$334.41**
GRAND TOTAL COST: \$17,054.79

The Pennsylvania State University

Sel JOC Leader - Jesse Wells _____
 Date: 3/30/18 _____

By: _____
 Date: _____

APPENDIX F COMPARABLE CONSTRUCTION EXPERIENCE

PROJECTS BETWEEN \$150,000 AND \$400,000

Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated

- 1) Proposer's Name: G.M. McCrossin, Inc.
- 2) Agency/Client Name: The Pennsylvania State University
- 3) Project Name: Millennium-Design Solutions for New Kios M icroscope
- 4) Project Number: 1 -6 MM-0 -0 585.0 0 - 5) Project Value: \$ 06 960.15
- 6) Project Address: PSU 7) County: Centre

University Park, PA

- 8) Achieved or Anticipated Final Acceptance after January 1, 2016 Yes No
- 9) Company Role: Sub JOC Contractor Prime JOC Contractor Multi-Prime JOC Contractor
- 10) Agency: The Commonwealth Public Agency Within Pennsylvania Other: _____
- 11) Location: Within the Region Being Proposed Other: _____

- 12) Project Includes the Following Elements
- General Construction HVAC Electrical Plumbing

- 13) Attach an Additional Sheet(s) Describing the Project's Scope of Work. Is the Additional Information Attached?
- Yes No

14) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Jason Smith Title Project Leader

Telephone: _____ Address: _____

15) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

None



APPENDIX F COMPARABLE CONSTRUCTION EXPERIENCE

PROJECTS BETWEEN \$150,000 AND \$400,000

Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated

1) Proposer's Name: G. MMcCrossin, Inc.

2) Agency/Client Name: The Pennsylvania State University

3) Project Name: Start Lab 2nd Air Compressor

4) Project Number: 00-04767. 0 5) Project Value: \$164,975. 0

6) Project Address: PSU 7) County: Centre

University Park, PA

8) Achieved or Anticipated Final Acceptance after January 1, 2016 Yes No

9) Company Role: Sub JOC Contractor Prime JOC Contractor Multi-Prime JOC Contractor

10) Agency: The Commonwealth Public Agency Within Pennsylvania Other: _____

11) Location: Within the Region Being Proposed Other: _____

12) Project Includes the Following Elements

General Construction HVAC Electrical Plumbing

13) Attach an Additional Sheet(s) Describing the Project's Scope of Work. Is the Additional Information Attached?

Yes No

14) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Dwayne Rush Title Project Leader

Telephone: _____ Email Address: _____

15) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

No ne

FOR PSU USE ONLY	
BUDGET	633-27
JOB	16-57019
REFERENCE	2132856
CODE	830.69

FORM OF AGREEMENT 2-C

THE PENNSYLVANIA STATE UNIVERSITY
OWNER AND CONTRACTOR
CONTRACT

THIS AGREEMENT made this 27th day of May in the year Two Thousand Sixteen (2016) by and between:

G. M. McCROSSIN, INC.
2780 Benner Pike
Bellefonte, PA 16823

Contact Name: Bill Waugh
E-Mail:

(hereinafter called the Contractor) and THE PENNSYLVANIA STATE UNIVERSITY, a corporation created and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the Owner for the following project:

Project Number: 00-04767.00
Project Name: START Lab 2nd Air Compressor
Campus Location: UP
County: Centre
Building Name: North American Refractories Building (NARCO)
Building Number: 0064-000
PSU Project Leader: Dwayne Rush

Contract Award Amount: One Hundred Sixty-Four Thousand Nine Hundred Seventy-Five and 07/100 (\$164,975.07) (Base Bid = \$99,975.07 + Alternate = \$65,000.00).

Date of Substantial Completion: 07/15/2016
Date of Final Completion: 07/29/2016
Liquidated Damages: \$1,000/day
Prevailing Wage Serial Number: 16-02104
QuestCDN Project/Reference Number: 4428751

References to the Professional in any of the Contract Documents shall refer to the Professional whose name appears hereafter:

Professional (A/E): H. F. Lenz Company
Contact Name: Brian Schmidt
Address: 1407 Scalp Avenue, Johnstown, PA 15904
Phone:
E-Mail:

The Professional shall either be a person or firm lawfully licensed to practice architecture or engineering or the appropriate office of the Owner as noted.

In consideration of the promises set forth herein, and with intent to be legally bound, the parties agree as follows:

ARTICLE 1: THE CONTRACTOR'S DUTIES AND STATUS

The Contractor agrees to furnish the labor, material, tools, machinery, equipment, facilities, and supplies to do all things necessary for the construction and completion of the Work; to furnish efficient business administration and superintendence; to have at the Work whenever needed and to keep upon it at all times an adequate supply of workmen and materials, and to secure its execution in the best, most workmanlike, expeditious and economical manner.

The Contractor, recognizing the relations of trust and confidence established between the Contractor and the Owner by the terms of this Agreement, undertakes to furnish its best skill and judgment and to cooperate loyally with the Professional in forwarding the interests of the Owner, and to have no pecuniary interest, direct or indirect, in the Contract or in its performance other than as disclosed in this Agreement.

The Contractor agrees to begin the Work contemplated by this Contract within Ten (10) days after receipt of an executed contract and to substantially complete the same, ready for the Owner's occupancy and use, by the date of Substantial Completion specified herein. Contractor agrees to complete all punch list items by the date of Final Completion specified herein. Contractor agrees that time is of the essence of this Contract and if the Contractor shall fail to complete the Work within the time above specified, or such extension or extensions thereof as shall be granted, the Contractor shall pay Owner, as liquidated damages and not as a penalty for such failure, the amount specified herein, per, day for each and every calendar day thereafter until such Work shall be substantially completed and ready for the Owner's occupancy and use. Provided, nevertheless, if the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or Professional, or of any employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the Professional determines may justify a delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Professional may determine with the Owner's approval.

ARTICLE 2: APPLICATIONS FOR PAYMENT/CERTIFICATE OF PAYMENT

The Contractor shall submit a completed certificate of payment to the PSU Project Leader showing the amount of Work performed in the preceding calendar month. The Contractor shall indicate both the **PSU project number** and **QuestCDN project number** on the application for payment. **(Text with blue font are active hyperlinks that contain corresponding forms.)**

- 2.1. Except as otherwise agreed in writing by the parties, and except for any amounts withheld or disallowed due to deficiencies or errors in documentation as defined in Paragraph 2.6 below, payment of progress and final payment applications shall be due from the Owner forty-five (45) days after the end of a billing period or forty-five (45) days after delivery of the Certificate/Application for Payment, whichever is later. The Certificate/Application for Payment form to be used can be found at the following: 2-C Application/Certificate of Payment
- 2.2. The First Certificate of Payment application and any progress payments shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, including the following:
 - A completed Certificate of Payment signed by the Contractor, OPP Representative, and the Professional. (Applicability of the Professional's signature determined by the Project Leader.)
 - A detailed cost breakdown. (PSU Schedule of Values can be used for this purpose.)
 - Steel Certification Form.
- 2.3. The Final application shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, including the following:
 - A completed Certificate of Payment signed by the Contractor, OPP Representative, and the Professional. (Applicability of the Professional's signature determined by the Project Leader.)
 - Weekly payroll certifications (Commonwealth of Pennsylvania Department of Labor and Industry Form LLC-25) accumulated for the Project. These certifications shall be submitted in electronic format to the Contract Administration Financial Assistant.

- OSHA recordable accident data, as/if applicable.
- Contractor's Affidavit for Final payment.
- Waiver of Mechanics' Liens.
- All Maintenance manuals, as-built drawings, and warranty certificates that may be required. (These documents shall be submitted to the Project Leader prior to or concurrent with the Final Payment Application.)
- Consent of Surety Company if applicable.

2.4 The Contractor warrants that title to all Work covered by an Application Certificate of Payment will pass to the Owner at the time of payment. The Contractor further warrants that upon submittal of an Application Certificate of Payment all Work for which Certificates of Payment have been previously issued and payments received from the Owner shall be free and clear of liens, Claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a Claim by reason of having provided labor, materials and equipment relating to the Work. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract. Payments to the Contractor shall not be construed to release the Contractor from any obligations under this Contract. A Certificate of Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.5 Retainage shall be established by the Owner on a per-Project basis, and in no event shall exceed 6%.

2.6 PAYMENTS TO SUBCONTRACTORS: Upon receipt of payment from the Owner, the Contractor shall promptly pay each Subcontractor, out of the amount paid to the Contractor the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

The Professional or Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Professional and Owner on account of portions of the Work done by such Subcontractor.

Neither the Owner nor Professional shall have an obligation to pay or to see to the payment of money to a Subcontractor.

2.7 WITHHOLDING OF PAYMENT: The Professional or the Owner may decline to make payment, may withhold funds, and if necessary, demand the return of some or all of the amounts previously paid to the Contractor or nullify that part of any Invoice to such extent as may be necessary to protect the Owner from loss because of any of the following:

2.7.1 Defective Work not yet remedied by the Contractor or defective work, in the opinion of the Owner, not likely to be remedied by the Contractor.

2.7.2 Third party claims filed or reasonable evidence indicating probable filing of such claims.

2.7.3 Failure of the Contractor to make payments promptly and properly to Subcontractors or others.

2.7.4 Any evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.

2.7.5 Damage to the Owner, another Contractor, or any third party.

2.7.6 Any evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

2.7.7 Failure to carry out the Work in accordance with the Contract Documents.

2.7.8 Errors in Documentation: If a certificate of payment is filled out incorrectly or incompletely, or if there is any other defect or impropriety in an Invoice, the Professional or Owner shall give written notice to the Contractor within ten (10) working days after receipt of the Invoice, and the Owner shall make payment for the correct amount to the Contractor provided the Invoice is approved by the Professional in accordance with this Agreement.

2.7.9 Lack of required submissions as outlined in the Additional Terms and Conditions of the Contract.

ARTICLE 3: MISCELLANEOUS PROVISIONS

3.1 APPLICABLE LAW: The interpretation and construction of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event litigation arises out of this contract, the parties agree to submit any claim to the competent courts of Centre County, Pennsylvania.

3.2 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the parties hereto.

3.3 ASSIGNMENT: Neither the Owner nor the Contractor shall assign, sublet or in any manner transfer any right, duty, or obligation under this Agreement without prior written consent of the other party.

3.4 RELEASE OF INFORMATION: The Contractor understands and agrees that the Owner may release to taxing authorities any and all information relating to the Work.

3.5 BACKGROUND CHECK POLICY: The Contractor confirms that all employees (including the employees of any subconsultants/subcontractors) assigned to this project and who conduct their work on Penn State premises have had background checks that meet or exceed the University's standards for the type of work being performed per the background check process for third-party employees outlined in PSU Policy HR99 Background Check Process(<http://guru.psu.edu/policies/OHR/hr99.html>).

3.6 PUBLIC WORKS EMPLOYMENT VERIFICATION ACT: As a precondition to the award of the contract for the Work described herein, Contractor must complete the Commonwealth of Pennsylvania 'Public Works Employment Verification Form' ("Form") and provide a copy to Owner with the bid submission. Failure to include a completed E-Verify form with the bid submission may result in rejection of the bid as being non-responsive.

Furthermore, by execution of this Agreement, the Contractor hereby affirms as follows:

- (1) Contractor is presently and shall remain in compliance with the Pennsylvania Public Works Employment Verification Act ("the Act") through utilization of the Federal E-Verify Program ("EVP") operated by the United States Department of Homeland Security.
- (2) Contractor will ensure that all contracts with subcontractors contain notification of the applicability of the Act, information regarding the use of EVP, and either a copy of the Form or a reference to the Pennsylvania Department of General Services website at www.dgs.state.pa.us, where the Form may be obtained. Contractor will further ensure that prior to beginning onsite or offsite work, every subcontractor shall submit a completed Form to the Owner.
- (3) Contractor and subcontractors shall utilize EVP to verify the employment eligibility of each new employee hired, whether the new employee will be performing onsite or offsite work, within five (5) business days of the employee's start date and shall maintain documentation of continued compliance with the Act for the duration of this Agreement.
- (4) Contractor and subcontractors shall cooperate with Owner and Pennsylvania Department of General Services in the event of an audit arising under the Act.

ARTICLE 4: GENERAL CONTRACT DEFINITIONS

4.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Form of Agreement 2-C, hereinafter called the Agreement, Additional Terms and Conditions of the Contract, Drawings, Specifications, Addenda issued prior to receipt of bids, Bid Proposal submitted by Contractor, other documents listed in the Agreement, and those modifications to the Contract as follows:

- 4.1.1 Owner's written authorization to the Contractor for changes to the Work
- 4.1.2 Change Order
- 4.1.3 A written order for a minor change in the Work issued by the Professional

4.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements either written or oral.

The Contract may be amended only by those modifications described in Paragraph 4.1.

4.3 OWNER

The Owner is The Pennsylvania State University, a corporation created and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the Owner, and shall mean the Owner or the Owner's authorized representative.

4.4 PROFESSIONAL

The Professional is the person lawfully licensed to practice architecture or engineering, or the firm employed to provide architectural or engineering services. The term "Professional" shall mean the Professional or the Professional's authorized representative.

4.5 CONTRACTOR

The Contractor is the individual, corporation, company, partnership, firm, or other organization that has contracted to perform the Work under the Agreement with the Owner. The term "Contractor" shall mean the Contractor or the Contractor's authorized representative.

4.6 SUBCONTRACTOR

A Subcontractor is a person or organization who contracts under, or for the performance of part or all of, the Contract between the Owner and the Contractor. The subcontract may be direct with the Contractor or with another Subcontractor. The term "Subcontractor" shall mean the Subcontractor or the Subcontractor's authorized representative.

4.7 THE WORK

The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract.

4.8 THE PROJECT

The term "Project" shall comprise the Work defined by the Contract Documents and may include Work by the Owner or other Separate Contractors, or the Professional.

4.9 THE DRAWINGS

The Drawings are the graphic portion of the Contract Documents generally consisting of plans, elevations, sections, details, diagrams and schedules of the Work.

4.10 THE SPECIFICATIONS/PROJECT MANUAL

The Specifications are the written portion of the Contract Documents generally outlining the requirements for materials, equipment, construction systems, methods, standards, workmanship and performance necessary to properly complete the Work.

The Project Manual is the document assembled consisting of all the written portions for the Work including the Specifications, bidding requirements, sample forms, General Conditions and Special Requirements.

4.11 DAY

Whenever the word "day" is used in the Contract Documents, it shall be interpreted to mean a calendar day unless otherwise noted.

4.12 THE CONTRACT SUM

The Contract Sum is the total compensation payable to the Contractor for performing the Work as specified in the Contract Documents or subsequently adjusted by modification to the Contract.

4.13 CLAIM

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.14 SCOPE OF WORK

All Work reasonably contemplated, required, implied or reasonably inferable by the Contract Documents, whether or not explicitly contained in the Contract Documents.

4.15 SUBSTANTIAL COMPLETION

"Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

ADDITIONAL TERMS AND CONDITIONS

1. **WARRANTY**: Upon acceptance and final completion of the project, the awarded contractor shall provide a minimum of one (1) year warranty on all products and workmanship.
2. **GOVERNING LAWS**: All work will be done in a workmanlike manner and follow all applicable local, state, and federal codes and safety regulations.

3. **SAFETY:** Safety is the utmost importance to the Owner. Therefore, at a minimum, the Owner requires the following:
 - 3.1 The Contractor must create a site specific written safety program. The safety plan must address all public interfaces, critical activities, and overall project safety. The safety plan must be available to the Owner upon request.
 - 3.2 The Contractor's on-site superintendent must be 30-hour OSHA certified. Proof of certification is required upon request. Date of certification must be within (5) years of the start of the project.
 - 3.3 100% eye protection and 100% hard hats are required on the construction site. Eye protection and hard hats must be ANSI approved.
 - 3.4 OSHA recordable accident data must be submitted to the Owner upon completion of the project.

4. **STANDARD INSURANCE REQUIREMENTS:** The Contractor, and any Subcontractor thereof, shall, at its own expense, carry and maintain the following insurance or self-insurance during the term of the Agreement, in amounts not less than that specified for each type. Such insurance or self-insurance shall be primary and non-contributory to the University's insurance and self-insurance coverage. The limits required for the Employers' Liability, Automotive Liability and Commercial General Liability coverages may be satisfied through primary insurance or any combination of primary and umbrella/excess liability insurance. Failure to procure the following insurance or self-insurance shall not relieve the Contractor, and any Subcontractor thereof, of any obligation or liability assumed under the Agreement, nor of any obligation or liability imposed by law. In no event shall the liability of the Contractor be limited to the extent of any insurance or self-insurance or the minimum limits required herein. Any self-insured retentions, deductibles, and exclusions in coverage in the insurance required shall be assumed by and at the sole risk of the Supplier. The Contractor or its insurers must provide thirty (30) days advanced written notice to the University of any cancellation or material reduction in the required insurance or self-insurance programs below.
 - 4.1 Worker's Compensation for statutory obligations imposed by workers' compensation and occupational disease laws. Employers' Liability insurance shall be provided with limits of not less than \$500,000 for each subcategory of coverage.
 - 4.2 Automobile Liability insurance (Bodily Injury Liability and Property Damage Liability) for all owned, leased, hired, non-owned vehicles with limits not less than \$1,000,000 Combined Single Limit.
 - 4.3 Commercial General Liability insurance coverage for premises and operations, products and completed operations, contractual liability, and personal injury for all operations, written on an occurrence basis with limits not less than \$1,000,000 and which must apply to ongoing operations. **"The Pennsylvania State University" must be named as an additional insured. Additionally, both the PSU Project and QuestCDN Numbers must be indicated on the Certificate(s).**

Prior to the commencement of on-site Work, an Insurance Certificate evidencing the above required coverages, limits, and the Commercial General Liability additional insured provision, must be provided to the University, with the Certification Holder as follows:

The Pennsylvania State University
c/o 2-C Administration
#106 Physical Plant Building
University Park, PA 16802

Insurance coverages must be written with an insurer rated not less than A- by A.M. Best.

5. **OWNERSHIP AND USE OF DOCUMENTS:** All Drawings, Specifications and other documents of the Work furnished by the Professional are and shall remain the Professional's property. They are not to be used by the Contractor on other projects without written consent of the Owner and the Professional.

- 5.1 **INTENT OF DOCUMENTS:** The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Professional of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Professional to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinate and sufficient for construction. **HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.
6. **AS-BUILT AND RECORD DRAWINGS:** The Contractor shall, at the time of substantial completion of the Work, deliver to the Professional and the Owner the complete set of as-built drawings in .pdf format, or as otherwise requested by the Owner.
7. **PROPERTY INSURANCE:** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the Commonwealth of Pennsylvania, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis subject to reasonable deductibles. The property insurance has a deductible. The Contractor shall be responsible for the first \$5,000 of such deductible. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. Contractor's payment towards the deductible will not exceed \$5,000 per occurrence.
8. **WAIVERS OF SUBROGATION:** The Owner and Contractor waive all rights against (1) each other and any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, and (2) the Professional, Professional's consultants, Separate Contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Professional, Professional's consultants, Separate Contractors, if any, and the Subcontractors, Sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
9. **TAXES (ACT 45 – Sales Tax Applicability to PSU Construction Contracts):** The Contractor shall pay sales, consumer, use and similar taxes for the Work on portions thereof provided by the Contractor which are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect. The Contractor is obligated to pay all Pennsylvania sales tax with the exception of those items for which an exemption might be claimed under Sales and Use Tax Regulation 150 (S31.11--SS31.16).

10. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES (as/if required by the Owner, or as otherwise specified in the Contract Documents): The approval of the shop drawings, product data or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Owner and the Professional in writing of such deviation at the time of submission and the Owner or the Professional has not objected to the specific deviation. The approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data, or samples. The approval of a separate item shall not indicate approval of an assembly in which the item functions. The Contractor is required to submit a complete set of approved electronic submittals in .pdf format organized by CSI division to the Owner at the time of Substantial Completion. Additionally, all Operation and Maintenance data is required to be submitted in electronic .pdf format to the Owner subsequent to approval by the Professional. The Contractor is required to organize information by system and CSI division.
11. EXAMINATION AND CONDITIONS AT THE SITE: The Contractor is responsible for having visited the site and having ascertained and informed itself, its Subcontractors and materialmen, of all pertinent local conditions such as location, accessibility, and general character of the site or building, the character and extent of existing Work within and adjacent to the site, any other Work being performed thereon at the time of the submission of the Contractor's proposal, and subsurface conditions. Any failure to do so will not relieve the Contractor from responsibility for successfully performing the Work without additional expense to the Owner. Additionally, the Contractor shall maintain at the site one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Product Data, Samples and Contract Modifications, in good order and marked to record all changes made during construction.
12. CLAIMS: Claims by either party must be made within fourteen (14) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first becoming aware or reasonably should have become aware of the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.
- Pending final resolution of a Claim unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
13. TERMINATION FOR CONVENIENCE OF OWNER: Prior to, or during the performance of the Work, the Owner reserves the right to terminate the Contract for unforeseen causes including but not limited to court orders, loss of funding, acts of the federal government to discontinue the Work, etc., that may occur. Upon such an occurrence, the Owner would notify the Contractor in writing and establish reasonable sequence and timing of actions for termination and will determine amounts due to Contractor for work completed.
14. SUPERVISION: The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.
- 14.1 The Contractor shall employ a competent superintendent who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Owner, and shall not be changed except with the written approval of the Owner unless the superintendent leaves the employment of the Contractor.
15. REJECTION AND CORRECTION of WORK: Any Work rejected by the Professional or the Owner or found not to be in accordance with the Contract Documents shall be corrected promptly by the Contractor at its cost and with no change in Contract Time.

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or Separate Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

16. ACCEPTANCE OF NON-CONFORMING WORK: If the Owner prefers to accept Work found not to be in accordance with the Contract Documents, the Owner may do so, in which case the Contract Sum will be reduced downward appropriately as determined by the Owner.
17. OWNER'S RIGHT TO CARRY OUT THE WORK: If the Contractor fails or neglects to carry out the Work in accordance with the Contract Documents, or ceases Work for a period of seven (7) consecutive days, the Owner may, without prejudice to other remedies the Owner may have, perform or cause to be performed the Work. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of performing Work pursuant to this subsection. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.
18. CLEANUP: The Contractor shall keep the premises clean at all times of dirt, rubbish and debris resulting from the Work, and shall remove rubbish and debris in metal containers at the end of each working day. The Contractor shall remove rubbish and cartons resulting from the installation of fixtures and equipment. Prior to substantial completion of the Work, the Contractor shall do the final cleaning and polishing of the surfaces of the Contractor's installations as may be required by the various Specifications sections. The Contractor, in addition, shall employ a professional cleaning organization to remove all paint and stains from glass, and to wash all glass, throughout the Work, to clean and polish the finished surface of all fixtures, equipment and accessories and to vacuum clean all floors. If the Contractor fails to clean up as outlined above, the Owner may do so and the cost thereof shall be charged to the Contractor.
19. PROTECTION OF PROPERTY: Protect all trees, shrubs, lawn areas, curbing, walks, roadways, and ground areas from damage during the course of the construction. Protect the existing structures and Contractors shall use care in the work in general in, on, and around the structures. Repair all damage to the satisfaction of the University at the responsible party's cost and expense.
20. POWER REQUIREMENTS: All minor power requirements will be provided by PSU. Extension cords and other equipment used to transport that power to an exact work area is under the responsibility of the Contractor.
21. L&I INSPECTIONS: The building permit for the work was issued by the Department of Labor and Industry (L&I). The Contractor is responsible for the coordination of all required L&I inspections per the Building Permit.
22. CONSTRUCTION FENCING: The Contractor shall be required to provide a construction fence enclosing the area of the work within the central limits. Construction fencing is also required for trailers and stored material that may be located outside the area of work. Fencing material should be adequate to protect persons and property. Provide a six foot high (6') chain-link fence with galvanized frame and fabric, and adequate gates as required. Posts shall be 2 inch diameter and spaced at maximum of 8 feet O.C. with top stabilizing bar. Fencing to be installed to withstand wind gusts of up to 60 mph. Blue mesh is required for appearance purposes along the fencing. Fabric shall be PVC vinyl coated polyester, equal to Tenn-air curtain style, color US Open blue as manufactured by M. Putterman and Co., Inc. (800) 621-0146. Mesh shall have reinforced hems and grommets every 12 inches on all edges. Install windscreen on construction side of fence, using 50-pound break strength tie wraps at every grommet.
23. EXISTING UNDERGROUND UTILITIES
 - 23.1 The existence and locations of underground utilities indicated on the drawings are not guaranteed. The Contractor shall investigate and verify in the field before starting any work.
 - 23.2 All excavation within three (3) feet of any existing underground utility line shall be accomplished by hand labor. Extreme caution shall be used in this area to prevent any damage to existing facilities.

- 23.3 The Contractor shall adequately protect from damage (including shoring, if necessary), all underground utilities uncovered or exposed. The Contractor shall be responsible for all damage to existing underground utilities caused by its work and shall repair by a method approved by the University.
- 23.4 Utilities serving existing buildings, installation, or facilities shall not be interrupted until the Contractor has made the necessary arrangements with and has received approval from the University.
- 23.5 In the event that interruption of any existing utility service is necessary, the responsible Contractor shall be required to make all arrangements for shutdown and start-up of such service with the University representative.
24. CONSTRUCTION WASTE MANAGEMENT: The Contractor is required to recycle and/or salvage 75% of construction, demolition, and land clearing waste. A waste management plan is to be developed for the project which outlines how you will achieve the required recycling rate, including materials to be recycled or salvaged, materials handling requirements, and how you will communicate the plan to your crews and subcontractors. The waste management plan is to be approved by the OPP Project Leader.
25. TEMPORARY SANITARY FACILITIES: Sanitary facilities will not be provided by the Owner. The use of Owner's facilities is prohibited (unless prior approval is granted by the Owner).
26. JOB SITE SECURITY: The University will not provide job site security. The University assumes no responsibility for damage or loss to the Contractors' property.
27. ASBESTOS REMOVAL:
- 27.1 The University has an ongoing asbestos identification and removal program. On renovation projects where the possibility exists that material containing asbestos fibers may be encountered, the situation will be reviewed by the University and a course of action determined.
- 27.2 Possible asbestos removal situations will be discussed between the Professional and the University on a project-by-project basis.
- 27.3 If asbestos is found to be present after construction is underway, the University Construction Inspection Office is to be notified immediately so that proper removal work can begin promptly. Removal or repairs will then be initiated following all applicable EPA and OSHA regulations.
28. CHANGE ORDER/GROSS COST OF INCREASE OR REDUCTION IN THE WORK: The gross cost to the Owner for the estimated or the actual cost of the Work performed by the Contractor or Subcontractor shall include the net cost of the Work to the Contractor or Subcontractor plus an allowance for overhead and profit. The Contractor or Subcontractor **actually performing the Work** will be allowed a maximum markup for overhead and profit of 15% on labor only and 10% on material and equipment (not including sales tax). Markup on sales tax is not permitted.
- In addition to the markups allowed for labor, material, and equipment for the Contractor or Subcontractor **actually performing the Work**, the Owner will pay a maximum aggregate markup of 10% for Subcontractor management on the **actual** cost of the Work performed regardless of tier. **No other costs or markups will be permitted by any other tiered Contractor or Subcontractor.**
- 28.1 EFFECT OF AN EXECUTED CHANGE ORDER: The submission of a Change Order proposal by the Contractor and subsequent execution by the Owner shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

29. FEDERAL CLEAN AIR ACT: The Contractor agrees to fully protect, indemnify, hold harmless and defend the Owner against any and all liability, including assessed violation fines, for failure to comply with the Federal Clean Air Act [42 U.S.C. §7401 et seq., amended 1990], with regards to handling, venting, and/or disposing of any and all refrigerants used in the performance of the Work. A copy of employee(s) or subcontractor(s) Federal Certification numbers shall be provided to the Owner upon request.
30. SUBCONTRACTS: The Contractor agrees to bind every Subcontractor, and every Subcontractor agrees to be bound, by the terms of the Agreement, the Additional Terms and Conditions of the Contract, and the Drawings and Specifications insofar as they are applicable to the Subcontractor's respective portion of the Work.
31. PERMITS, FEES AND NOTICES: The Contractor shall secure and pay for, with the exception of the building permit, all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required.

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Professional and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Professional and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

32. ACTS AND OMISSIONS: The Contractor shall be responsible for acts and omissions of the Contractor's employees and Subcontractors, their agents and employees and other persons performing portions of the Work under a contract with the Contractor.

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Professional in the Professional's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

33. PREVAILING WAGE ACT: This project is subject to the Pennsylvania Prevailing Wage Act, Act No. 442, August 15, 1961 (P.L. 987), as amended August 9, 1963, Act No. 342. All Contractors and Subcontractors shall comply with all requirements of this Act.

34. STEEL PRODUCTS PROCUREMENT ACT

34.1. This project is subject to the provisions of the Steel Products Procurement Act of 1978 (P.L. 6, No. 3) as amended by the Act of July 9, 1984 (P.L. 674, No. 144). All Contractors, Subcontractors, and Material Suppliers shall be required to comply with all provisions of this Act.

34.2 The Contractor shall be required to provide with each Application-Certificate of Payment form an executed copy of the Certification of Compliance with the Steel Products Procurement Act form **and additional documentation**, including but not limited to, invoices, bills of lading, mill certifications, or other acceptable evidence that the steel products represented on the payment application comply with one or more of the following categories:

- (1) That the steel utilized on this project was melted and manufactured in the United States; and/or
- (2) The product contains both foreign and United States steel, and at least seventy-five percent (75%) of the cost of all of the articles, materials, and supplies incorporated in the product

have been mined, produced, or manufactured, as the case may be, in the United States; and/or

- (3) The steel product is not produced in the United States in sufficient quantities to meet the requirements of the contract, and prior written approval to use foreign steel has been obtained from The Pennsylvania State University.

34.3 Any nonconforming steel products incorporated into the work shall be removed and replaced by the Contractor, at its own expense, with products meeting the requirements of the Act.

34.4 Willful violation of this Act can result in penalties, including (but not necessarily limited to) prohibition from submitting any bids, or performing any work, or supplying any materials to a public agency for a period five (5) years from the date of the determination that a violation has occurred.

35. EQUAL EMPLOYMENT OPPORTUNITY AND REFERRAL TO NON-DISCRIMINATION CLAUSE: In performing the work or making or furnishing any article required by this Contract, the Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and all subsequent rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will comply with all provisions of Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code, Chapter 49.

36. LEAD-FREE PLUMBING CERTIFICATION. The Contractor shall provide a certification that all plumbing materials are lead-free and meet the requirements of the Pennsylvania Plumbing and Lead Ban Notification Act. This certification shall be signed by the Contractor, notarized and submitted to the University before the water service turn-on.

37. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall appear for and defend, indemnify, and hold harmless the Owner, Professional, Professional's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, of whatsoever nature caused in whole or in part by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 38.

In claims against any person or entity indemnified under this Paragraph 38 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 38 shall not be limited by a limitation on amount or type of damages, compensation or benefits payment by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Paragraph 38 shall not extend to the liability of the Professional, the Professional's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Professional, the Professional's consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

The status of the Contractor in the Work to be performed by it under this Contract is that of an Independent Contractor and as such the Contractor shall properly safeguard against any and all personal injury including death, or damage to the public, to public and private property, materials, and things; and as such, the Contractor alone shall be responsible for any and all damage, loss, or injury to persons or property that may arise or be incurred in or during the conduct or progress of said Work without regard to whether or not the Contractor, its Subcontractors, Agents, or Employees have been

negligent; and the Contractor shall keep the Owner and Professional indemnified from and discharged of and from any and all responsibility and liability for risks and casualties of every description, as provided in the Agreement between the Owner and the Contractor.

38. PERFORMANCE AND PAYMENT BONDS (Applicability determined on a project by project basis by the Owner)

At the time of signing the Contract and before it becomes effective, the Contractor and its surety, acceptable to the Owner, shall execute two bonds each in the amount of 100% of the contract price of the Work awarded to the Contractor. The Bonds shall be written by a Surety authorized to do business in the Commonwealth of Pennsylvania and shall be delivered to the Owner prior to award of Contract and within three (3) days of the Owner's request thereof. The Attorney-in-Fact who signs the Bonds must be a resident of the Commonwealth of Pennsylvania and shall file with each Bond a certified and effectively dated copy of the Attorney-in-Fact's Power of Attorney.

One bond shall be a performance bond covering the faithful performance by the Contractor of all covenants and agreements on the part of the Contractor contained in this Contract.

The other bond shall be a labor and material payment bond protecting all parties that have performed labor or supplied material on this Contract from suffering any loss due to the failure of the Contractor to pay any or all obligations incurred under this Contract.

The Contractor shall pay all premiums for all bonds.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor or Owner shall promptly furnish a copy of the bonds or shall permit a copy to be made.

THIS AGREEMENT entered into as of the day and year written above.

THE PENNSYLVANIA STATE UNIVERSITY
OWNER

Title SUSAN J. WIEDEMER
 ASSISTANT TREASURER

Carmella Mulroy-Degenhart
Assistant Secretary

Date of Execution: 5/25/16

APPENDIX F COMPARABLE CONSTRUCTION EXPERIENCE

PROJECTS BETWEEN \$150,000 AND \$400,000

Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated

1) Proposer's Name: G.M. McCrossin, Inc.

2) Agency/Client Name: Department of General Services

3) Project Name: Water Storage Tank, Huntingdon

4) Project Number: 962-19.3 Pt 2 5) Project Value: \$337,110.00

6) Project Address: Huntingdon Wellness Center 7) County: Huntingdon
Huntingdon, PA

8) Achieved or Anticipated Final Acceptance after January 1, 2016 Yes No

9) Company Role: Sub JOC Contractor Prime JOC Contractor Multi-Prime JOC Contractor

10) Agency: The Commonwealth Public Agency Within Pennsylvania Other: _____

11) Location: Within the Region Being Proposed Other: _____

12) Project Includes the Following Elements
 General Construction HVAC Electrical Plumbing

13) Attach an Additional Sheet(s) Describing the Project's Scope of Work. Is the Additional Information Attached?
 Yes No

14) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)
Reference's contact: Name John Sklarsky Title Project Manager
Telephone: _____ Email Address: _____

15) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)
None

**STANDARD FORM OF CONSTRUCTION CONTRACT
BETWEEN THE DEPARTMENT AND CONTRACTOR**

CONTRACT NO. DGS 962-19.3 PT 2

COLLECTIVE NO.:

This CONTRACT, executed this 24th day of June 2016, by and between the Department of General Services, created by Act No. 45 of July 22, 1975, hereinafter called "DEPARTMENT" and G.M. MCCROSSIN, INC., at this address: 2780 BENNER PIKE, BELLEFONTE, PA 16823 a corporation incorporated under the Laws of the State of PENNSYLVANIA its successors and assigns, hereinafter called "CONTRACTOR".

ARTICLE 1 – THE CONTRACT DOCUMENTS

The Contract Documents consist of the Standard Form of Contract, the Notice to Bidders (if procured through competitive sealed bids), the Instructions to Bidders (if procured through competitive sealed bids), the Bid Proposal (if procured through competitive sealed bids), the Notice to Proposers (if procured through competitive sealed proposals), the Request for Proposals (if procured through competitive sealed proposals), the Contractor's entire proposal (if procured through competitive sealed proposals), the Contract Bonds, the Conditions of the Contract (General, Special, Supplementary, and other Conditions), the drawings of all Prime Contracts, the specifications of all Prime Contracts, all bulletins and addenda issued prior to execution of the Standard Form of Contract, all change orders, all schedules, and the Administrative Procedures of the Bureau of Construction. These form the Contract and are incorporated by reference as if fully set forth herein. To the extent that any of these documents are amended by statute, the statutory language will control.

SECOND COPY

ARTICLE 2 – THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the construction of Contract No. D.G. S. 962-19.3 Pt 2, Water Storage Tank, Huntingdon County Readiness Center-Huntingdon, Huntingdon County, , Huntingdon County, Pennsylvania

ARTICLE 3 – PROFESSIONAL

The Professional for this Project is Keller Engineers, Inc., 420 Allegheny Street, Hollidaysburg, PA 16648

ARTICLE 4 – TIME OF COMMENCEMENT AND COMPLETION

The contract duration for this Contract is 180 calendar days and shall commence upon the date which the Initial Job Conference is held for the Project or by the date established by the Letter of Intent (if issued). The Contractor shall commence operations on site on site no later than ten (10) days after the Initial Job Conference or by the date established by the Letter of Intent (if issued) and shall complete all Contract Work to the satisfaction and approval of the Department, on or before the milestones established in the Master Project Schedule. Contractor further agrees that time is of the essence of this Contract, and that, if the Contractor fails to complete the Work within the time specified above, the Contractor will pay the Department, as Liquidated Damages, and not as a penalty for such failure, the sum of One Hundred Thirty and--- -00/100 Dollars Dollars (\$130.00) per day for each and every calendar day after the selected interim milestone dates and the contract completion date until the Work is completed and accepted. The Department may extend the selected interim milestone dates or the completion date of the Contract for causes set forth in the General Conditions of the Construction Contract and, which, in fact, delay the completion of said Work. In such case, Contractor is liable for said Liquidated Damages only after the expiration of the extended period.

ARTICLE 5 – CONTRACT SUM

The Department will pay the Contractor for the performance of the Work, subject to additions and deductions by change order, as provided in the General Conditions of the Construction Contract, the contract sum of Three Hundred Thirty Seven Thousand One Hundred Ten and-----00/100 Dollars (\$337,110.00). Payment will be made as set forth in the General Conditions of the Construction Contract. Deductions from or additions to this sum will be made as set forth in the General Conditions of the Construction Contract.

ARTICLE 6 – PROGRESS PAYMENTS and RETAINAGE

Based upon Applications for Payment submitted to the Department by the Contractor, the Department will make progress payments on account of the Contract Sum to the Contractor, in accordance with the provisions of the Prompt Payment Schedules found in the Commonwealth Procurement Code, 62 Pa. C.S. §3931-§3939, and the Administrative Procedures, which both are incorporated herein by reference and made a part hereof as if those provisions were fully and at length herein recited, except that, where those provisions refer to the government agency, it is deemed to refer to the Department of General Services. The Department will retain a portion of the amount due the contractor to insure the proper performance of the contractor in each Application for Payment in accordance with the provisions of Retainage found in the Commonwealth Procurement Code, 62 Pa. C.S. §3921, and the General Conditions of the Construction Contract, which both are incorporated herein by reference and made a part hereof as if those provisions were fully and at length herein recited, except that, where those provisions refer to the government agency, it is deemed to refer to the Department of General Services.

ARTICLE 7 – FINAL PAYMENT

The Final payment, constituting the entire unpaid balance of the Contract Sum, will be paid by the Department to the Contractor in accordance with the provisions of the subchapter Substantial/Final Payment found in the Commonwealth Procurement Code, 62 Pa. C.S. §3941-§3942, the Administrative Procedures, and the General Conditions of the Construction Contract which all are incorporated herein by reference and made a part hereof as if those provisions were fully and at length herein recited, except that, where those provisions refer to the government agency, it is deemed to refer to the Department of General Services.

ARTICLE 8 – UNIT PRICES

Unit Prices contained in the bid for additions to or deductions from estimated quantities and or price are:

- Acceptable and are, therefore, incorporated into the Contract
- Are not acceptable and are not incorporated as part of the Contract
- Not applicable to this Contract

ARTICLE 9 – SMALL DIVERSE BUSINESS PARTICIPATION

The Department has established one Minimum Participation Level (MPL) for utilization of Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Veteran Business Enterprises (VBEs), and Service-Disabled Veteran Business Enterprises (SDVBEs) (together referred to hereinafter as Small Diverse Businesses) subcontracts, suppliers, and manufacturers for this project which is set forth in the Notice to Bidders. The Contractor's selected option (options are more fully described in the Instructions to Bidders and the Administrative Procedures) regarding the MPL for Small Diverse Businesses is:

- Opt-in – A Contractor selecting "Opt-in" agrees to meet or exceed the Project's MPL as of the date of the Close-out Inspection of the project.
- Good Faith Effort - A Contractor selecting "Good Faith Effort" agrees to document its use of reasonable efforts to identify, solicit, and secure commitments with Small Diverse Businesses for all subcontracts and purchase orders greater than \$10,000 throughout the duration of the Project. DGS reserves the right to request submission of this documentation at any time during the project.
- Not applicable – the Awarded amount does not exceed \$50,000.

ARTICLE 10 – MISCELLANEOUS PROVISIONS

- 10.1 Terms used in the Contract that are defined in the General Conditions of the Construction Contract have the meanings designated in those General Conditions.
- 10.2 In addition to any other guarantees or warranties, the Contractor covenants and agrees, after acceptance of the Work performed under this Contract, to remedy without cost to the Department, any such defect, provided said defects in the judgment of the Department, or its successors having jurisdiction in the premises, are caused by defective or inferior

- materials, equipment or workmanship. If the corrective Work is not completed within thirty (30) days after notification by the Department to the Contractor, the Department may do the Work and submit those costs to the Surety Company for reimbursement.
- 10.3 The Contract Bonds given by the Contractor conditioned upon the faithful performance of the Contract and for the payment of labor, material, equipment rental and public utility service claims are attached to this contract and are made a part of it.
- 10.4 Nothing in this Contract shall be deemed to waive or otherwise affect the sovereign immunity of the Commonwealth, and its agencies, officers, and employees, or to subject any Commonwealth party to any liability not expressly authorized by law.
- 10.5 No third party acquires any rights against the Department under this Contract.
- 10.6 The Contractor agrees to abide by and be bound by the Laws of Pennsylvania relating to and regulating the hours and conditions of employment.
- 10.7 Any claimant who has performed labor or furnished material in the prosecution of the Work has a right of action to recover the cost thereof from the Contractor and/or the surety on the Bond given to secure the payment as set forth in Section §903(d) of the of the Commonwealth Procurement Code, 62 Pa. C. S. §903(d). For those who do not have a contract directly with the Contractor, this right of action may not be exercised unless the Contractor receives written notification of the claim within ninety (90) days after the day on which the claimant performed the last of the labor or furnished the last of the materials for which it claims payment. The Contractor shall include in all of its subcontracts or supply contracts a provision requiring that its subcontractors and suppliers notify, in writing, their subcontractors and suppliers of this requirement. It is hereby agreed that no third party rights arise against the Department for any reason under this Section, and Contractor hereby agrees to so inform all subcontractors in writing.

ARTICLE 11 – CONTRACT COMPLIANCE REGULATIONS

Refer to the appropriate paragraph of the General Conditions of the Construction Contract (which are made a part of this Contract by incorporation by reference as if fully set forth herein), which prohibits discrimination in hiring or employment opportunities. Also made a part of this Contract by incorporation by reference are all State and Federal Laws prohibiting discrimination in hiring or employment opportunities. The contract documents also list applicable statutory provisions which are incorporated by reference into this contract as if set forth fully herein.

**SIGNATURE PAGE IMMEDIATELY FOLLOWS
REMAINDER OF PAGE INTENTIONALL LEFT BLANK**

IN WITNESS WHEREOF, the Department of General Services and the Contractor have caused this contract to be executed the day and year above written.

(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA
ACTING THROUGH THE DEPARTMENT
OF GENERAL SERVICES

Secretary of General Services

APPROVED AS TO LEGALITY AND FORM:

Office of Chief Counsel, DGS

Office of Attorney General

Office of General Counsel

I hereby certify that funds in the amount of \$337,110.00
are available under Appropriation Symbol _____.

Comptroller Operations Date

APPENDIX F COMPARABLE CONSTRUCTION EXPERIENCE

PROJECTS BETWEEN \$150,000 AND \$400,000

Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated

1) Proposer's Name: G.M. McCrossin, Inc.
2) Agency/Client Name: The Pennsylvania State University
3) Project Name: Warnock Commons Kitchen Floor Replacement
4) Project Number: 19-GMM-00-06790.00-0 5) Project Value: \$167,175.00
6) Project Address: PSU 7) County: Centre

University Park, PA

8) **Achieved or Anticipated Final Acceptance after January 1, 2016** Yes No
9) **Company Role:** Sub JOC Contractor Prime JOC Contractor Multi-Prime JOC Contractor
10) **Agency:** The Commonwealth Public Agency Within Pennsylvania Other: _____
11) **Location:** Within the Region Being Proposed Other: _____

12) **Project Includes the Following Elements**
 General Construction HVAC Electrical Plumbing

13) **Attach an Additional Sheet(s) Describing the Project's Scope of Work. Is the Additional Information Attached?**
 Yes No

14) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name M atthew Vail Title Project M anager

Telephone: _____ Email Address: _____

15) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (Attach Additional Information As Necessary)

None



Job Order Contract

Job Order

FOR PSU USE ONLY	
BUDGET	633-27
JOB	11-59302
REFERENCE	2171018
CODE	830.69

New Job Order Change Order

PSU Project Number: 00-06790.00
 Job Order Number: 19-GMM-00-06790.00 - 0
 Job Order Title: Warnock Commons Kitchen Floor Replacement
 JOC Leader: Jesse G. Wells Contractor Name: G. M. McCrossin, Inc
 Phone: (_____) 2780 Benner Pike
 Bellefonte, PA 16823
 Primary Contact: Joseph Leahey
 Phone: _____

Work to be Performed

Work to be performed as per the Drawing Log/Detailed Scope of Work Form dated 03/20/2019 and as per the terms and conditions of your original JOC contract with The University, along with any/all renewals and amendments thereto.

Brief Job Order Description:

Replace flooring in kitchen.

Time of Performance Anticipated Start Date: 05/06/2019
 Substantial Completion Date: 08/02/2019
 Final Completion Date: 08/16/2019

Liquidated Damages Will apply: Will NOT apply:

Architect Engineer: Weber Murphy Fox Primary Contact: Anna Childe
 403 S Allen St #115 Phone: _____
 State College, PA 16801

PSU Project Leader: The Pennsylvania State University Primary Contact: Matthew Vail
 Office of Physical Plant Phone: _____
 University Park, PA 16802-1119

Construction Contract Cost: \$163,897.06 **JOC License Fee @ 2%: \$3,277.94**
GRAND TOTAL COST: \$167,175.00

The Pennsylvania State University

Ser JOC Leader - Jesse Wells _____
 Date: 4/23/19 _____

By: _____
 Date: _____

APPENDIX G
KEY PERSONNEL
PROJECT MANAGER

Submit a Separate Form for Each Project Manager Proposed. Maximum of (2) Project Managers Will be Evaluated

1) Proposer's Name: G. M McCross in, inc.

2) Project Manager's Name: Terry Robinson

3) # of Years with the Firm: 30

4) Does the Project Manager Reside in the Region Being Proposed?

Yes, Within the Region Being Proposed No, Other

5) Experience: (Check **ALL** boxes that apply)

General Construction HVAC Electrical Plumbing

6) # of Years Experience with Trade(s) Checked Above: 41

7) Is the Project Manager being Proposed as Key Personnel on Another Job Order Contract?

Yes No If Yes, Identify Which Contracts: _____

8) **ATTACH RESUME** Yes

9) **Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Jesse Wells Title PSU JOC Facilities Contract Specialist

Telephone: _____ Email Address: _____

10) **Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Andy Confer Title Cintas Plant Manager

Telephone: _____ Email Address: _____



YEARS OF EXPERIENCE: 41
YEARS WITH MCCROSSIN: 30

TERRY ROBINSON
Project Manager

EDUCATION:

- Altoona Vo-Tech
- Carpenters Joint Apprenticeship

SPECIALIZATIONS:

- General/Mechanical
- Plan Review
- Job Site Coordination
- Carpentry

CREDENTIALS:

- OSHA 30 Hour Certification
- MSHA Surface Part 48
- Forklift/Material Handler
- Bloodborne Pathogens
- Fall Protection
- Lock Out/Tag Out
- Confined Space
- SDS Hazard Communications
- CPR/AED/First Aid
- Trenching/Excavation
- Scaffold User and Erection Training
- Rigging
- Qualified Crane Signaling
- PPE Training
- RRP Lead Certified Renovator

AFFILIATIONS:

- Carpenters Union (Member 38 Years)
- Inspection services for Centre County Government (overseeing project compliance, billing revenue, working with architect, engineer; 1 year.)

Mr. Robinson is responsible for overall supervision of large multi-craft crews on construction projects. These projects include multi-phase construction projects such as demolition, gutting, earthmoving and excavation, concrete, masonry, structural steel, interior and exterior finishes, mechanical, plumbing, and sprinkler. Terry Robinson is accountable to supervise the electrical portions of projects as well, which include fire alarm, data, security electronics, and power distribution.

He assists clients with regulatory compliance and process operational issues. With nearly 40 years of experience, Terry's extensive knowledge and experience has proven to be influential in several McCrossin projects. He has been involved in numerous prison and correctional facility projects, where he participated actively in remodeling and completing renovations and correctional work. His projects have also included the remodeling of more than 100 historical buildings, where the responsibilities incorporated gutting, shoring of moldable floors and foundations, and installing mill work, doors, hardware, and security.

RELEVANT PROJECT EXPERIENCE:

- SCI Rockview-Steam Pipe Installation (Noresco)
- SCI Rockview-Set CNC Router
- PSU JOC McElwain Hall Shower Upgrades & Rec Hall
- PSU JOC Nittany Lion Inn
- PSU JOC Start Lab II
- PSU JOC Rec Hall
- PSU JOC Old Main Provost Office
- PSU JOC McKee Hall Door Replacement
- PSU JOC Bryce Jordan Center Valve Install
- PSU JOC Atherton Room 155
- PSU JOC Nittany Apartments All 4 Phases
- PSU JOC Innovation Park B200
- PSU JOC Library Ceiling Repair
- Hartley Township Aerator Gear Box Exchange & Install
- Hartley Township Air Line Repairs

APPENDIX G
KEY PERSONNEL
PROJECT MANAGER

Submit a Separate Form for Each Project Manager Proposed. Maximum of (2) Project Managers Will be Evaluated

1) Proposer's Name: G.M. McCrossin, Inc.

2) Project Manager's Name: Jason Lucas

3) # of Years with the Firm: 27

4) Does the Project Manager Reside in the Region Being Proposed?

Yes, Within the Region Being Proposed No, Other

5) Experience: (Check ALL boxes that apply)

General Construction HVAC Electrical Plumbing

6) # of Years Experience with Trade(s) Checked Above: 31

7) Is the Project Manager being Proposed as Key Personnel on Another Job Order Contract?

Yes No If Yes, Identify Which Contracts: _____

8) ATTACH RESUME Yes

9) **Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Doug Schoo Title Danone Project Engineer

Telephone: _____ Email Address: _____

10) **Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Randy Wells Title Standard Steel Plant Engineering Manager

Telephone: _____ Email Address: _____



YEARS OF EXPERIENCE: 31
YEARS WITH MCCROSSIN: 27

JASON LUCAS
Project Manager

EDUCATION:

- Superintendent Career Training
- Bald Eagle Area High School

SPECIALIZATIONS:

- General/Mechanical
- Job Site Coordination
- Plan Review
- Carpentry Design Build

CREDENTIALS:

- OSHA 30 Hour Certification
- Aerial Work Platform
- Forklift/Material Handler
- Fall Protection
- Lock Out/Tag Out
- SDS Hazard Communications
- Sling Inspection Training
- Walking Working Surfaces
- CPR/AED/First Aid
- Fire Extinguisher
- Trenching/Excavation
- Scaffold User and Erection Training
- Ladder Safety
- Defensive Driving
- Bloodborne Pathogens
- Confined space
- Back safety
- PPE Training

AFFILIATIONS:

- Carpenters Union

Mr. Lucas is responsible for overall supervision of the construction phases of projects, including purchasing, correction of design flaws, budgetary controls, permit applications, problem solving, and coordination of supplier and subcontractors. He is also accountable for supervision of superintendents and the safety of all field personnel. Mr. Lucas assists clients with regulatory compliance, as well as ensures client satisfaction through regular communication.

Jason has received several commendations from the Federal Bureau of Prisons staff. He has extensive experience with State Correctional Institutions and has proven to be extremely regimented and detail-oriented to complete the projects successfully with complete customer satisfaction.

RELEVANT PROJECT EXPERIENCE:

- DGS Chapman Lake Dam Renovations
- DGS Pine Grove-Design Build Project
- SCI Smithfield Concrete Foundations
- SCI Muncy Concrete Foundations
- SCI Benner Concrete Foundations
- DGS Huntingdon County Readiness Center-Water Storage Tank
- DGS Tylersville Fish Culture Station
- DGS Donegal Dam-Cast in Place Spillway
- DGS Kyle Dam Renovations-Cast in Place Spillway
- DGS Pleasant Gap Fish Culture Station
- US Penitentiary, Lewisburg Cell Blocks
- DGS SCI Rockview Window Replacement
- DGS Huntingdon Prison Safety Improvements
- DGS SCI Forest Prison Sewer Plant Upgrades
- Standard Steel, Burnham-Various projects over the last 43 Years
- Gallitzin Borough Sewer & Disposal Authority-HVAC Work
- Arden Landfill, Washington-Leachate Storage Tank Walls
- Petersburg Borough Sewer Authority-WWTF Improvements

APPENDIX H
KEY PERSONNEL
GENERAL FIELD SUPERINTENDENT

Submit a Separate Form for Each Field Superintendent Proposed. Maximum of (3) Field Superintendents Will be Evaluated

1) Proposer's Name: G M McCrossin, Inc.

2) General Field Superintendent's Name: Roger Watt

3) # of Years with the Firm: 14

4) Does the General Field Superintendent Reside in the Region Being Proposed?

Yes, Within the Region Being Proposed No, Other

5) Experience: (Check ALL boxes that apply)

General Construction HVAC Electrical Plumbing

6) # of Years Experience with Trade Checked Above: 28

7) # of Years Experience with the Commonwealth: 14

8) Is the General Field Superintendent being Proposed as Key Personnel on Another Job Order Contract?

Yes No If Yes, Identify Which Contracts: _____

9) ATTACH RESUME Yes

10) **Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Casey Rhodes Title Graymont

Telephone: _____ Email Address: _____

11) **Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Russell Gray Title Penta Director of Construction

Telephone: _____ Email Address: Management



ROGER WATT
Superintendent

YEARS OF EXPERIENCE: 28
YEARS WITH MCCROSSIN: 14

EDUCATION:

- Electrical Apprenticeship, IBEW Local Union #5

SPECIALIZATIONS:

- Electrical Design
- Plan Review
- Job Site Coordination
- Fiber Optics
- High Voltage
- Motor Control

CREDENTIALS:

- Amp Siecore & Leviton Installer
- OSHA 30 Hour Certification
- MSHA Underground
- MSHA Surface Part 48
- Aerial Work Platform
- Forklift/Material Handler
- Bloodborne Pathogens
- Fall Protection
- Lock Out/Tag Out
- Confined Space
- SDS Hazard Communications
- Sling Inspection Training
- CPR/AED/First Aid
- ARC Flash/Electrical Safety
- Trenching/Excavation
- Scaffold User & Erection
- Rigging

AFFILIATIONS:

- IBEW Local Union #5

Roger Watt is responsible for overall supervision of large multi-craft crews on construction projects. These projects include multi-phase construction projects such as demolition, gutting, earthmoving and excavation, concrete, masonry, structural steel, interior and exterior finishes, mechanical, plumbing, and sprinkler. Mr. Watt is accountable to supervise the electrical portions of projects as well, which include fire alarm, data, security electronics, and power distribution. He possesses the ability to coordinate with clients and subcontractors on all the essential aspects pertaining to the projects.

He has been deeply involved in strengthening our Electrical Division for G.M. McCrossin, which rivals the most notable firms throughout the Mid-Atlantic, if not the nation. Roger is responsible for purchasing, correction of design flaws, budgetary controls, superintendents, safety of field personnel, and supervision of the Electrical Estimating Department. Mr. Watt has extensive experience with industrial construction projects. He has repeatedly proven to be a key component in the design and construction of many GMM projects.

RELEVANT PROJECT EXPERIENCE:

- DGS SCI Huntingdon Electrical Upgrades
- PSU JOC McCoy Electrical Upgrades
- PSU JOC Pattee Library Stack Sculpture Concrete Base
- PSU JOC Reber Building Rm 9 & 10 Electrical
- PSU JOC Start Lab Electrical
- PSU JOC Breazeale Phase 2 Electrical
- PSU JOC Nittany Apartments Phases 1-3 Electrical
- PSU JOC Pattee 3D Printer Exhaust
- PSU JOC Laundry Building Electrical
- PSU JOC Osmond Lab Electrical
- PSU JOC Davey Lab 1 & 6 Renovations
- PSU JOC Davy Lab Helium Reno
- PSU JOC Breazeale Nuclear Reactor
- PSU Heat Tracing at ARL West
- SCI Rockview Coal Handling
- Cushman and Wakefield Troubleshoot MDP Transformer
- Logan Medical Center Electrical for New Building Construction

APPENDIX H
KEY PERSONNEL
GENERAL FIELD SUPERINTENDENT

Submit a Separate Form for Each Field Superintendent Proposed. Maximum of (3) Field Superintendents Will be Evaluated

1) Proposer's Name: G.M. McCrossin, Inc.

2) General Field Superintendent's Name: Denny Dryburgh

3) # of Years with the Firm: 15

4) Does the General Field Superintendent Reside in the Region Being Proposed?

Yes, Within the Region Being Proposed No, Other

5) Experience: (Check ALL boxes that apply)

General Construction HVAC Electrical Plumbing

6) # of Years Experience with Trade Checked Above: 19

7) # of Years Experience with the Commonwealth: 14

8) Is the General Field Superintendent being Proposed as Key Personnel on Another Job Order Contract?

Yes No If Yes, Identify Which Contracts: _____

9) ATTACH RESUME Yes

10) **Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Casey Rhodes Title Graymont

Telephone: _____ Email Address: _____

11) **Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Russell Gray Title Penta Director of Construction Management

Telephone: _____ Email Address: _____



YEARS OF EXPERIENCE: 19
YEARS WITH MCCROSSIN: 15

EDUCATION:

- JATC of IBEW Local Union No. 5 Electrical Program

SPECIALIZATIONS:

- Electrical Design
- Plan Review
- Job Site Coordination

CREDENTIALS:

- OSHA 30 Hour Certification
- OSHA 10 Hour Certification
- EMSA Surface Part 48
- EMSA Underground Training
- Foreman Training
- Mine Gases
- Ladder Safety
- Aerial Work Platform
- Forklift/Material Handler
- Bloodborne Pathogens
- Fall Protection
- Lock Out/Tag Out
- Confined Space
- SDS Hazard Communications
- Sling Inspection Training
- Walking Working Surfaces
- CPR/AED/First Aid
- Fire Extinguisher
- ARC Flash/Electrical Safety
- Trenching/Excavation
- Scaffold User Training
- PPE Training

AFFILIATIONS:

- IBEW Local Union #5

DENNIS DRYBURGH

Project Superintendent

Dennis Dryburgh is responsible for overall supervision of the construction phases of projects as assigned by the Project Manager. These responsibilities include coordination among suppliers, subcontractors, and the prime contractor, construction personnel supervision, and on-site general project problem solving from when the project commences until its completion. He is also heavily involved in ensuring client satisfaction through regular communication.

Mr. Dryburgh is responsible for overall supervision of large multi-craft crews on construction projects. These projects include multi-phase construction projects such as demolition, gutting, earthmoving and excavation, concrete, masonry, structural steel, interior and exterior finishes, mechanical, plumbing, and sprinkler.

With over 15 years of experience, Dennis is accountable to supervise all aspects of the electrical design portion of projects as well. These duties may include fire alarm, data, security electronics, power distribution, and so forth. Mr. Mackes has significant experience with HVAC contracts, including controls, installations, and job estimating. He has extensive knowledge with electrical estimating and previously supervised the estimating department with another company.

RELEVANT PROJECT EXPERIENCE:

- PSU JOC Davey Lab 1 & 6 Reno
- PSU JOC Osmond Helium
- PSU JOC Nittany Apartments Phases 1-3
- DGS Pleasant Gap Fish Hatchery
- SCI Rockview- Baghouse and Housing Unit
- SCI Houtzdale- Housing Unit
- PSU JOC McCoy Electrical
- Graymont Ground Connections
- Graymont Limestone Mine
- Centre County Prison Nuvera Frack Water Treatment
- Somerset High School

APPENDIX H
KEY PERSONNEL
GENERAL FIELD SUPERINTENDENT

Submit a Separate Form for Each Field Superintendent Proposed. Maximum of (3) Field Superintendents Will be Evaluated

1) Proposer's Name: G.M. McCrossin, Inc.

2) General Field Superintendent's Name: Ken Watt

3) # of Years with the Firm: 14

4) Does the General Field Superintendent Reside in the Region Being Proposed?

Yes, Within the Region Being Proposed No, Other

5) Experience: (Check ALL boxes that apply)

General Construction HVAC Electrical Plumbing

6) # of Years Experience with Trade Checked Above: 32

7) # of Years Experience with the Commonwealth: 14

8) Is the General Field Superintendent being Proposed as Key Personnel on Another Job Order Contract?

Yes No If Yes, Identify Which Contracts: _____

9) ATTACH RESUME Yes

10) Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Keith Fornwalt Title Stationary Maintenance Planner

Telephone: _____ E mail Address: _____

11) Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Jim Dyke Title Senior Construction Manager

Telephone: _____ E mail Address: _____



KEN WATT
Superintendent

YEARS OF EXPERIENCE: 32
YEARS WITH MCCROSSIN: 14

EDUCATION:

- Electrical Apprenticeship, IBEW Local Union #5

SPECIALIZATIONS:

- Electrical Design
- Plan Review
- Job Site Coordination
- Fiber Optics
- High Voltage
- Motor Control

CREDENTIALS:

- OSHA 30 Hour Certification
- MSHA Underground
- MSHA Surface Part 48
- Aerial Work Platform
- Forklift/Material Handler
- Bloodborne Pathogens
- Fall Protection
- Lock Out/Tag Out
- Confined Space
- SDS Hazard Communications
- Sling Inspection Training
- CPR/AED/First Aid
- ARC Flash/Electrical Safety
- Trenching/Excavation
- Scaffold User & Erection
- Rigging
- Ladder Safety
- Fire Extinguisher
- Walking Working Surfaces
- PPE Training
- Defensive Driving

AFFILIATIONS:

- IBEW Local Union #5

Ken Watt is responsible for overall supervision of large multi-craft crews on construction projects. These projects include multi-phase construction projects such as demolition, gutting, earthmoving and excavation, concrete, masonry, structural steel, interior and exterior finishes, mechanical, plumbing, and sprinkler. Mr. Watt is accountable to supervise the electrical portions of projects as well, which include fire alarm, data, security electronics, and power distribution. He possesses the ability to coordinate with clients and subcontractors on all the essential aspects pertaining to the projects.

He has been deeply involved in strengthening our Electrical Division for G.M. McCrossin, which rivals the most notable firms throughout the Mid-Atlantic, if not the nation. Ken is responsible for purchasing, correction of design flaws, budgetary controls, superintendents, safety of field personnel, and supervision of the Electrical Estimating Department. Mr. Watt has extensive experience with industrial construction projects. He has repeatedly proven to be a key component in the design and construction of many GMM projects.

RELEVANT PROJECT EXPERIENCE:

- DGS SCI Huntingdon Electrical Upgrades
- PSU JOC Reber Building Demo
- SCI Rockview Coal Handling
- West Carroll Township WTP Upgrades
- Cushman and Wakefield Troubleshoot MDP Transformer
- PPL Bruner Island Mercury Mitigation
- Graymont Klin 6-7 Burner Upgrade
- Graymont Mine Assistance – Electrical
- Merck Building 113 Floor Removal
- Graymont Mine Raised Vent
- PSU Pattee 3D Printer Exhaust
- Logan Medical Center Electrical for New Building Construction
- Navitus Building Repairs
- Hastings Municipal Authority WTP Improvements



2-3.3 (4) STAFFING PLAN FOR VOLUME OF WORK INCREASES

G.M. McCrossin presents the following key considerations to affirm our ability to quickly staff-up as required to serve DGS and their client agencies when the need arises:

- **Significant Man-Power Resources:** GMM is a Union Contractor that has been in business for over 60 years. As such we have existing relationships and possess the ability to very quickly pull skilled labor in all the trades from any region in the Commonwealth of Pennsylvania and beyond if required.
- **Executing Work in Primary Area of Operation:** Although GMM is comfortable executing work on short notice throughout the state of PA including NY, NJ, OH, WV, VA, MD, and DE. On this initial application GMM is only applying for the Central Southwest Region which is where our Executive Offices, Equipment Yard, Fabrication Facilities, and 350,000 SQFT underroof storage facility is located. Our resources are close and can easily be called upon if required.
- **Seasoned Professional Staff Familiar with JOC and Gordian:** Again, this work will be executed from our Executive Offices located in Bellefonte, Pa within the Central Southwest region. We have Professional Engineers on our Executive and Project Management teams. Our project managers, project administrators and estimators are very familiar with Gordian and the JOC contracting process through our years of experience with the Pennsylvania State University. Our office staff (shown below) typically handles 50 – 80 active projects in various stages of completion with a fluctuating total contract value of \$170 million and historically annual volume of new work booked of \$80 million per year.

Office: 46

- Executive: 3
- Project Managers: 8
- Estimators: 6
- Project Administration: 5
- Accounting/Payroll: 4
- Superintendents: 15
- Other Support: 5

Field Labor: 131 (last payroll)

- Assigned field staff fluctuates with volume
- Average 180 persons active projects
- Peak field ~500 persons at one time
- Peak single job ~200 person

-



- **Volume of Work and Excess Capacity for DGS needs:** Based on last year's Estimated Annual JOC volume data for the Central Southwest region ~\$5.2 for all work in all trades, this only represents a small portion (~6%) of our Avg. Annual Capacity.
- **Owned Equipment and Other Resources:** GMM owns 14 million dollars in deployable construction equipment assets all located in the Central Southwest region. This includes over 200 pieces of Heavy Construction Equipment ranging from large 100-ton cranes to portable generators. GMM also has our own trucking fleet that can deploy large equipment, tools and personnel to work sites within 24-hour if needed.

All jobs for the Commonwealth and Client Agencies will have the highest priority. Our jobs are staffed using Critical Path Methodology of scheduling which seeks to identify client needs/deadlines and adjust for known constraints (working hours, utility outages, etc.) at the beginning of the project. Therefore, small to moderate fluctuations in demand are built into the schedule in the normal course of business. In the event there are significant fluctuations in demand for all the reasons stated above GMM has the manpower, equipment and professionals available to quickly respond to these needs.



OVERVIEW OF THE JOC PROCUREMENT SYSTEM

Job Order Contracting (JOC) is a construction delivery system that is facilitated through the Gordian Group which utilizes a vast catalog of pre-priced construction tasks organized by codes from the Construction Specifications Institute format. The data repository for these pre-priced tasks is called the Construction Task Catalog (CTC). The CTC contains an extremely large number of construction task items containing labor, material and equipment costs with adjustments for regional variations that is frequently updated and revised by the Gordian Group.

The JOC delivery system is particularly effective in starting and completing small to moderate level (\$400,000) design and construction projects involving general facility renovations and minor new construction projects. Larger organizations such as DGS, that are responsible for vast numbers of buildings and facilities, effectively utilize the JOC delivery process for many benefits. Primarily among these benefits are that the JOC process allows DGS to execute multiple projects across different areas under one prime contract with preset pricing to ensure value is not compromised. The JOC process seeks to expedite project implementation from the onset; starting with initial programming to mobilization of the contractor onsite. JOC significantly decreases the time and effort required of extremely busy Contracts & Procurement personnel who serve multiple agencies in bidding and awarding individual projects, with added comfort so that they are still getting fair and reasonable pricing through pre-priced line item structure. The JOC delivery system has very detailed task costs in the CTC for virtually every common construction task. The JOC process also has the ability to address specialty tasks and equipment procurement using the non-prepriced (NPP) items. The NPP process is for items not listed in the Construction Task Catalog.

Once established, a contractor will hold a prime contract with a large entity (in this case DGS) for a specified finite duration (usually annually or multi-year). These contracts are often referred to as indefinite delivery indefinite quantity (IDIC) services contract because the prime agreement is an agreement to provide service for future on-demand requests within the specified contract duration. Having an existing contract with a pre-qualified "on-demand" contractor with established terms & conditions, bonding & insurance requirements, significantly decreases the duration of finding qualified service providers. It also dramatically reduces the traditional competitive bidding process involved with a traditional design, bid, evaluate, negotiate & award scenario that would normally have to be repeated with every new job regardless of size and complexity. The JOC Delivery system is an effective tool to save time and money and get more project executed for the Commonwealth!

Outline of Procedure used to Procure Construction Work

The following input is a concise overview of the process and reference regulations that GMM will follow with the Client Agency and Gordian Group to Procure Construction Work. GMM procedure will strictly follow those processes and conditions outlined in the key documents list referenced below.

Key Documents

PA DGS - Administrative Procedures for the Job Order Contract

PA DGS/Gordian – Job Order Contracting Execution Procedures JOC Complete +2019

PA DGS – General Conditions for Design Build Contracts for JOC Job Orders

Project Initiation

-GMM is notified of a potential project and receives “Notice of Joint Scope Meeting”

Scope Development

-All parties are scheduled for and attend a Joint Scope Meeting:

Some Key Components of Joint Scope Meeting

Review project scope of work

Is design professional required?

Access/staging areas

Working hours

Special agency considerations/procedures

Utility Access

Technical data, Specifications drawings

Schedule, duration, shutdowns, liquidated damages,

Proposal due date

Safety & hazards

Note: If Design Professional is required, GMM will hire DGS qualified small business before the next section “Construction Proposal Development phase” by using the process flow chart as outlined on Page 2 in the PA DGS/Gordian Group – Job Order Contracting Execution Procedures JOC Complete +2019

Design Procurement Steps

- 1. Design Development Meeting*
- 2. Obtain Design Proposals*
- 3. Review Design Proposals*
- 4. Approval of Design Proposal by Agency*
- 5. Issue Purchase Order for Design*
- 6. Preliminary Design Submittal & Review*
- 7. Final Design Submittal & Review*
- 8. Design incorporated into RFP & Detailed Scope of Work*



Proposal Development

- If Design Professional is Not Required Proposal Development/Review Starts
- GMM receives draft Scope of Work with any additional information (e.g. specifications, photographs, etc.)
- GMM team (Project Manager, Estimators, Superintendents, Engineers) review the Scope of Work and request changes and/clarifications if required
- Upon completion of "Detailed Scope of Work" a "Request for Job Order Proposal" will be issued
- GMM receives "Request for Job Order Proposal" then prepares and submits a Job Order Proposal Package

Some Key Components of Job Order Price Proposal Package

- Detailed Cost Proposal using Construction Task Catalog Tasks*
- Detailed Procurement/Quotes for Equipment & NPP items*
- List of anticipated Subcontractors and SDB Status*
- Construction Schedule*
- Insurance, Bonds, etc.*

Job Order Approval Process

- Price Proposal Package Reviewed
 - Proposal Rejected - Revisions Required until approved
 - Project Cancelled – Design Professionals paid & closed
- Agency & Gordian Accept Proposal
- Purchase Order is submitted in Procurement System & Pre-Construction Meeting Scheduled

Execution & Close-out

- All Parties attend Pre-Construction Meeting (preferably at the site)
- Safety/Access/Staging
- Mobilize for Construction
- Monitor & Progress Reporting for Payment
- Notice Substantial Completion
- Request for Inspection including all Permit Authorities
- Final Inspection & Close-out
- Beneficiary Occupancy

Developing Accurate Job Order Price Proposals

Generally, all the Cost Proposals, more specifically the Pricing & Cost portions, will be developed using appropriate line items directly from the most recent and updated Gordian Construction Task Catalog. The line item task build-ups will be presented in typical Construction Specification Index format or otherwise in a format specifically requested by the Client Agency. All Equipment, NPP or Specialty items will be obtained



using competitive bidding process with an emphasis on utilization of SDBE or as otherwise required by directed sole source from the Client Agency

Key Considerations for developing Accurate Price Proposals

- GMM pricing team doing quantity take-offs will consist of discipline specific estimators, assigned Project Manager & Superintendent, verified by design & engineering professionals
- When scaled drawings are available the estimators will use PlanSwift® Professional 10 take-off and estimating software. This will help the client and review teams validate they are receiving accurate pricing
- Design & Engineering reviews with scope/specifications reference will ensure the most accurate CTC line items are being utilized
- Quotes for Equipment & NPP items will be competitively bid to validate the client is receiving fair market pricing. All procurements will be conducted with an emphasis on exceeding SDBE participation goals.
- Subcontracting general procedures are addressed in the following section

Key Aspects of GMM's Subcontracting Procedures for DGS JOC work

-GMM uses Pipeline Suite <https://mccrossin.pipeline-suite.com> to identify and retain a large number of qualified subcontractors & vendors for all trades. Our database already contains several DGS qualified SDBE and VBE entities that we presently use on other jobs and intend to utilize to execute our work on the DGS JOC program. The system helps by posting online solicitations that are instantly visible to multiple parties. This process ensures the largest degree of exposure and helps the competitive bidding process. This is essential in order to get the best value and pricing for our clients.

-Identification of SDBE and VBE resources is very important. GMM wants to exceed the participation goals! GMM already has a solid team of DGS qualified subcontractors/vendors, but we are committed to finding and executing work by subcontract in areas that we might normally self-perform in cases that it will provide opportunity for these types of business entities and can add value to the client. GMM will utilize the DGS search engine <http://www.dgs.internet.state.pa.us/suppliersearch> to facilitate these goals and add to existing Pipeline database.

Keys to Success

-Collaboration & Innovation

GMM wants to learn from our clients and tailor our work processes to meet their specific needs. When the client wants to participate, we find that integrating LEAN Construction and Prevention through Design (PtD) techniques into the regular meetings and processes significantly improves project outcomes for our clients. Lean construction starts with identifying customer values in addition to elimination of defects, re-work and wastes to save time and money. Having all parties participate in the PtD process early on will



absolutely enhance our mutual ability to effectively design out risks and adequately mitigate hazards ahead of the work starting all to the ultimate benefit of the client.

- Commitment to meet and exceed stated SDBE and VBE Goals

By acknowledgement of response to this RFP and more specifically Package 3 – SDB Packet, GMM reaffirms its commitment towards meeting and exceeding these goals. We have already established relationships with highly qualified Small Business's with any required design service and qualified Small Diverse Businesses for subcontracting and purchasing. We hope to leverage the knowledge of the DGS staff to help identify future opportunities in exceeding our existing spectrum of service providers for the express purpose of exceeding the goals established in this RFP.

- Safety & Quality Culture

As validated by our safety record, GMM strives for zero accidents, so mitigation of risks to personnel and equipment is paramount in execution of our work. GMM's Director of Safety and his staff are located in the Central Southwest region and will be an integral part of our project execution team.

-Existing History of Success with DGS and Client Agencies

G.M. McCrossin was founded in 1951, in the heart of central Pennsylvania. Incorporated since 1958, GMM has proudly served the Commonwealth and our surrounding neighbor states for nearly 70 years. To date, GMM has completed over 1 billion dollars of construction work, while maintaining the highest levels of safety and quality. Pride in workmanship and safety of all personnel have always been integral parts of our company culture.

-Experience with the Gordian Group & JOC Process

GMM is very familiar with the JOC program and the Gordian Group as we have been successfully completing Job Order Contracting services for the Pennsylvania State University for several years and are currently one of the primary contractors especially for work that requires fast deployment or special considerations.

-Company Size and Volume of Work

GMM is sized and staffed to easily handle the regional volume of work with significant fluctuations.

SDB-2
SDB PARTICIPATION SUBMITTAL

Offeror: G.M. McCrossin
Discipline: Electrical
Region: Central Southwest

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO SUBMIT A COMPLETED SDB PARTICIPATION SUBMITTAL WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

I agree to meet the SDB participation goal in full.

I have completed and am submitting with my bid or proposal an SDB Listing, which is required in order to be considered for award.

I am requesting a partial waiver of the SDB participation goal.

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **SDB Listing** for that portion of the SDB participation goal for which I intend to meet; AND
2. a **Good Faith Efforts Waiver Request** for any portion of the SDB participation goals that I do not intend to meet.

I am requesting a full waiver of the SDB participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete SDB participation goal, which is required in order to be considered for award.

NOTE: SDB primes who are submitting as bidders or offerors must complete an **SDB Listing** identifying any self-performance towards the SDB participation goal.

SDB-3
SDB LISTING

Bidder/Offeror to complete the following:

Amount of SDB participation goal to be met through the use of SDB subcontractors, suppliers, or manufacturers: Bidders offerors are not required to identify the specific SDB subcontractors, suppliers, or manufacturers within this SDB Listing, but must identify the total percentage (%) of work to be performed by SDB subcontractors, suppliers, or manufacturers. However, the selected bidder offeror must submit Utilization Reports identifying the SDB subcontractors, suppliers, or manufacturers used to meet the portion of the SDB participation goal listed below. To receive credit toward meeting the SDB participation goal, the SDB subcontractor, manufacturer, or supplier must be a DGS-verified SDB as of the date the work to be completed by the SDB has commenced.

Percentage of work to be performed by SDB subcontractors, suppliers, or manufacturers:
20.2 %

If the Prime Bidder/Offeror is a DGS-verified SDB, complete the following: N/A

SAP Vendor Number (6-digit number): _____

SDB Verification Number (located on DGS SDB verification):

Type of SDB: MBE

WBE

LGBTBE

DOBE

Description of Work to be Performed (Statement of Work Specification reference):

Percentage of work to be self-performed by SDB bidder offeror: _____ %

E

APPENDIX I COST SUBMISSION FORM

The Proposer shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors will result in the Proposal being deemed non-responsive. The JOC Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

PROPOSER: G.M. McCrossin, Inc.

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	= Total
1.	Adjustment Factor for Normal Working Hours	= <u>1</u> . <u>4</u> <u>7</u>	X 0.30	= <u>0</u> . <u>4</u> <u>4</u>
2.	Adjustment Factor for Other Than Normal Working Hours	= <u>1</u> . <u>5</u> <u>2</u>	X 0.10	= <u>0</u> . <u>1</u> <u>5</u>
3.	Emergency	= <u>1</u> . <u>5</u> <u>0</u>	X 0.15	= <u>0</u> . <u>2</u> <u>3</u>
4.	Secured Facility	= <u>1</u> . <u>6</u> <u>4</u>	X 0.10	= <u>0</u> . <u>1</u> <u>6</u>
5.	Emergency in Secured Facility	= <u>1</u> . <u>6</u> <u>7</u>	X 0.15	= <u>0</u> . <u>2</u> <u>5</u>
6.	Adjustment Factor for Non Pre-priced Tasks	= <u>1</u> . <u>1</u> <u>0</u>	X 0.10	= <u>0</u> . <u>1</u> <u>1</u>
7.	Adjustment Factor for Design Work	= <u>1</u> . <u>1</u> <u>0</u>	X 0.10	= <u>0</u> . <u>1</u> <u>1</u>
8.	Add all the Total amounts in the right column. The Sum of these Total amounts is the Final Proposed Price.			= <u>1</u> . <u>4</u> <u>5</u>