

ADMINISTRATIVE PROCEDURES

**FOR
DEPARTMENT OF GENERAL SERVICES
CONSTRUCTION CONTRACTS**



pennsylvania
DEPARTMENT OF GENERAL SERVICES

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**DEPARTMENT OF GENERAL SERVICES
BUREAU OF CONSTRUCTION
ADMINISTRATIVE PROCEDURES**

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ADMINISTRATIVE PROCEDURE NO. 1

CORRESPONDENCE

A. Identification of Correspondence

1. Correspondence includes letters, transmittals and memoranda, any of which may have forms attached to them.
2. If possible, any correspondence more than 1 page in length should be printed on both sides of the paper.
3. All correspondence must be identified by the Project Number, including Phase and/or Part, Contract Number, Name of Facility, Project Description and Project Location.
4. All correspondence shall include on the same line with the Project Number, the appropriate Construction Regional Office (WR, CR, ER). Information concerning the locations of the Regions and which counties are included in each Region, is included in the Orientation Packet.
5. Following is an example of proper identification:

Project No. DGS 123-4 Phase (if applicable) Part (if applicable) (WR)
Contract No. DGS 123-4.1
Dormitory
Grand University
Grand City, PA

B. Addressing and Distribution of Correspondence

1. Letters and transmittals shall be addressed in the following manner with the distribution to at include, at a minimum, as indicated:

If to Bureau Director:

Director of Construction
18th and Herr Streets
Harrisburg, PA 17125

cc: Construction Regional Director
Construction Inspector Supervisor
Professional
Contractor, as required by topic
Using Agency, as required by topic

If to Regional Office:

Construction Regional Director
Department of General Services
Appropriate Regional Office Address

cc: Director, Bureau of Construction – 2
Construction Inspector Supervisor
Professional
Contractor, as required by topic
Using Agency, as required by topic

If to Project Site:

Construction Inspector Supervisor
Department of General Services
Appropriate Project Address

cc: Director, Bureau of Construction – 2
Construction Regional Director
Professional
Contractor, as required by topic
Using Agency, as required by topic

If to the Professional or Bureau of Engineering and Architecture:

cc: Director, Bureau of Construction – 2
Construction Regional Director
Construction Inspector Supervisor
Professional, as required by topic
Contractor(s), as required by topic

If to Contractors:

cc: Director, Bureau of Construction – 2
Construction Regional Director
Construction Inspector Supervisor
Professional, as required by topic
Using Agency, as required by topic

C. Interdepartmental/Agency/Bureau Memoranda

1. Correspondence that is written to or includes distribution to parties that are not Commonwealth agencies will be in the form of letters. Memoranda shall only be utilized in corresponding within Commonwealth Agencies.
2. Correspondence generated by the Regional Office or DGS Field Inspection staff in the memo form shall include, at a minimum, the distribution indicated.

From Regional Office:

cc: Director, Bureau of Construction – 2
Other Agencies/Bureaus, as required

From Field Office:

cc: Director, Bureau of Construction – 2
Construction Regional Director
Other Agencies/Bureaus, as required

3. Correspondence in memo form generated by other Commonwealth Agencies or Bureaus regarding construction activities or other relevant construction related issues shall include, at a minimum, the distribution indicated:

cc: Director, Bureau of Construction – 2
Construction Regional Director
Construction Inspector Supervisor
Other Agencies/Bureaus, as required

ADMINISTRATIVE PROCEDURE NO. 2

ORIENTATION MEETING

A. Scheduling of Orientation Meeting

Within ten (10) days of the Effective Date of the Contract, (or earlier if authorized in a Letter of Intent) the Construction Regional Director will contact the Contractor to schedule an Orientation Meeting to familiarize the Contractor with Departmental procedures and forms.

Contractors who have not completed prior contracts for DGS are required to attend the scheduled Orientation Meeting. All Forms are provided for and may be downloaded on DGS' website. Notification of the meeting date, time and place will be confirmed by letter. Personnel from the Contractor's office, such as the principal of the firm, project manager and project superintendent **must attend** the meeting.

Contractors who have completed prior contracts for DGS may be required to attend an Orientation Meeting. All Forms are provided for and may be downloaded on DGS' website. Personnel from the Contractor's office, such as the principal of the firm, project manager and project superintendent must be in attendance, as instructions will be given on completion of forms.

B. Agenda for Orientation Meeting

1. Introduction of personnel by Construction Regional Director, or designated Bureau of Construction representative.
2. Explanation of Administrative Procedures and DGS forms.
3. Question and answer period.

ADMINISTRATIVE PROCEDURE NO. 3

JOB CONFERENCES

A. General Information Concerning Job Conferences

1. The following representatives **must attend** Initial, Regular and Special Job Conferences^{**}:
 - All Prime Contractors (Project Manager or equivalent)
 - Professional Representative
 - Bureau of Engineering and Architecture, as required, when E/A is the Project Professional
 - Construction Regional Director or designee
 - Construction Inspector Supervisor

**** Special Job Conferences are scheduled by the Construction Regional Director or designee.**
2. The following representatives may attend any Job Conference, but are not required to be present:
 - Using Agency
 - Facility
 - Testing Laboratory Technicians
 - Other representatives, as appropriate (determined by DGS)
3. The Construction Regional Director shall appoint a person to record the proceedings of Job Conferences. A copy of the recorded proceedings shall be distributed to each addressee listed on the record before the next Job Conference.
4. Failure to attend any Job Conference is a violation of the Contract as indicated in the General Conditions of Contract. Any Contractor who does not attend the Job Conference is subject to termination, unless absence is excused by the Bureau. The Department may issue a credit change order to any Prime Contractor who does not attend and is not excused from any Job Conference.

B. Initial Job Conference

1. The Construction Regional Director or designee will set the time, date and place for the Initial Job Conference, which will be no later than the thirty (30) days following the Effective Date of the Contract.
2. The Notice initiating the Conference shall be addressed to the Professional (or the Bureau of Engineering and Architecture for projects designed by DGS), with copies of the notice to the following:
 - Each Prime Contractor (list separately)
 - Director of Construction
 - Using Agency
 - Facility
 - Bureau of Engineering and Architecture, Project Coordinator
 - DGS Contract Compliance Officer
 - Construction Regional Director, or designee
 - Project File

3. The date of the Initial Job Conference will signify the Contract Start Date for purposes of calculating the Contract Completion Date.
 - a. If a Letter of Intent was issued on the project, Contractors are required to proceed with the off-site scope of Work set forth in the letter. On-site Work may start only when the contract is fully executed.
 - b. If no Letter of Intent was issued on the project, Contractors are required to commence on-site work within ten (10) days after the Initial Job Conference.
4. During the Initial Job Conference, the Construction Regional Director or designee shall conduct the order of business and discuss specific requirements and particulars of project construction. In addition, the procedures associated with the Bureau of Construction forms and practices will be explained.
5. The Construction Regional Director or designee, shall attach a separate sheet to the Initial Job Conference Report, indicating the names, addresses and telephone numbers of the Professional and/or Bureau of Engineering and Architecture, each Prime Contractor, the Director of Construction, the Construction Regional Director and the Construction Inspector Supervisor.

Distribution of the Initial Job Conference Report will be made by the Construction Regional Director or designee, as follows:

- Director of Construction (original and three copies)
 - Professional (or Engineering & Architecture, Proj. Coordinator)
 - Each Prime Contractor
 - Construction Regional Office
 - Project Site
 - Facility/Using Agency
 - DGS Office of Chief Counsel, Public Works Legal Unit
 - DGS Bureau of Risk and Insurance Management
 - DGS Contract Compliance Officer
6. The Submittal Schedule must be drafted at this Initial Job Conference (or earlier if authorized in a Letter of Intent) by the Prime Contractors and the Professional in accordance with the General Conditions of Contract. The Submittal Schedules must be submitted by the Professional to the Construction Inspector Supervisor on or before the first Regular Job Conference held after the Initial Job Conference, or earlier if authorized in a Letter of Intent. This Submittal Schedule shall then be integrated by the Lead Contractor and tied to the logic of activities in the Master Project Schedule.
 7. Agenda for the Initial Job Conference
 - a. Introduction of attendees.
 - b. Explanation of Administrative Procedures and associated forms. Each Contractor will be provided with a copy of the Administrative Procedures with the Orientation Packet.
 - c. Review of Special Requirements, which may include some, none or all of these examples:
 - (1) Protection of the Environment
 - (2) Asbestos
 - (3) Parking
 - (4) Office for Contractor
 - (5) Field Office for Inspection Staff
 - (6) Temporary Heat
 - (7) Existing Utilities
 - (8) Working Hours
 - (9) Operation and Maintenance Instructions/Manuals
 - (10) Small Diverse Business Program
 - (11) Contractor Integrity Provision

- (12) Debarment, Suspension and Other Responsibilities
- (13) Excavation
- (14) Roof Deck
- (15) Product Discrimination
- (16) Mobilization
- (17) Steel Products Procurement Act
- (18) Insurance Coverage
- (19) Privity of Contract
- (20) Public Works Employment Verification Act
- (21) Other

d. General Remarks

- (1) Safety
- (2) Discrepancies
- (3) Coordination

e. General Information

- (1) Project Sign
- (2) Progress Photographs
- (3) Roof Bond/Warranties
- (4) Concrete
- (5) As-Built Record Drawings
- (6) Project Supervision
- (7) Miscellaneous

f. Permits, Fees, Notices

g. Establishment of date, time and location of the first Regular Job Conference

h. Review of General Conditions

i. General Comments

C. Regular Job Conference

1. Job Conferences may be held as often as necessary, however, in no case less than bi-weekly.
2. The Construction Inspector Manager, or designee, shall conduct bi-weekly Job Conferences. These bi-weekly Job Conferences shall be attended by those described at the beginning of this Administrative Procedure.
3. The agenda of a Regular Job Conference shall include, at a minimum, the following:
 - a. General Review of Previous Report
 - i. Unsatisfactory conditions and/or workmanship, as noted on previous Job Conference Reports, must be noted when corrected by the Contractor in the minutes of the first report following the correction. The manner in which the correction was made should also be noted in the minutes. The unsatisfactory item will be included as an item in each report until the issue is corrected.
 - b. General discussion of Job Conditions
 - c. Review of past due Shop Drawings
 - d. Review of outstanding Change Orders
 - e. Review of Progress Schedule

- i. Special attention will be given to items that are behind schedule.
 - f. Projected work for the next bi-weekly period
 - g. Delays
 - i. Each Prime Contractor should pay special attention to ensure that delays are documented on the Job Conference Reports since the Department will review the minutes of the Job Conferences in reviewing the Contractor's request for any Extension of Time.
 - h. General Information will be inserted onto the written Job Conference Reports, such as, percentage of elapsed time for project, percentage of payment for project, percentage of job completion for project (based upon physical inspection), date, time and place of next job conference and name of person who prepared the Report.
- 4. Job Conference Reports will be distributed by the Construction Regional Director or designee to the following:
 - Director of Construction
 - Professional (or Eng./Architecture, Project Coordinator)
 - Each Prime Contractor
 - Construction Regional Office
 - Project Site
 - Using Agency
 - Facility
 - Document Review Division

D. Special Job Conferences

- 1. The Construction Regional Director or other DGS representative may call a Special Job Conference to consider any emergency or unusual job condition. Only the subject(s) mentioned in the request for the Special Job Conference shall be discussed.

ADMINISTRATIVE PROCEDURE NO. 4

CONTRACT BREAKDOWN SHEET

FORM GSC-30

A. The Contract Breakdown Sheet shall be prepared and submitted for the Department's and the Professional's approval **within 45 days of the Effective Date of the Contract and prior to the first Application for Payment, unless required to be submitted earlier in a Letter of Intent issued by DGS.** Contractors are advised that a minimum of ten work days after the receipt of the submission will be required by the Department for review and approval of the Contract Breakdown Sheet or Supplemental Contract Breakdown Sheet.

B. Each Contractor may request a meeting with the Construction Regional Director, or the designated representative, for the purpose of reviewing a draft of the Contract Breakdown. The draft shall be prepared by the Contractor and should be forwarded to the Construction Regional Director prior to the requested meeting. Following review of the draft, the Contractor shall submit the original and one copy of the final breakdown, by letter of transmittal, to the Construction Regional Director or the designated representative.

The Construction Regional Director or designated representative **shall** review, comment and subsequently forward the original GSC-30 "Contract Breakdown Sheet", by letter of transmittal, to the Professional for its further review. Any comments or discrepancies should be noted by DGS in the letter of transmittal to the Professional. The GSC-30 is not to be returned to the Contractor(s) for correction. The Regional Office should also affix the name of the Construction Inspector Supervisor assigned to the Project to the bottom of the GSC-30.

C. The Professional **shall** review and recommend approval or disapprove the Contract Breakdown Sheet, based on items indicated in this Administrative Procedure and the reasonableness of costs. The Professional should sign and date the GSC-30 and forward it to the Director of Construction, with any comments or discrepancies noted in the letter of transmittal. The GSC-30 is not to be returned to the Contractor(s) for correction.

D. No Application for Payment will be approved by the Construction Inspector Supervisor until the Contract Breakdown Sheet has been approved by the Professional and the Department.

E. The GSC-30 "Contract Breakdown Sheet", when approved by the Department, will be utilized as the basis for the Contractor's Application for Payments. The GSC-30 will also be used by the Department to determine the cost or credit to the Department resulting from changes in the work.

F. General Information

1. Items must be listed according to building or area.

2. Temporary services and/or equipment furnished at the Contractor's cost that are not an integral part of the Project may not be shown on the breakdown. The cost of these items (with the exception of temporary heat) must be prorated throughout the items of Work, material and/or equipment to which it pertains.

3. Contract Bond shall be shown as the first item. The bond may not exceed two percent of the contract award amount unless a receipt is provided and the amount is approved by the Director of Construction. The receipt for the bond must be submitted with the original Form GSC-30.

4. The Roof Bond/Guarantee must be a separate item and shall be listed as the second item, when applicable.

5. The Contractor may include in its Contract Breakdown a single line item for Mobilization. Mobilization costs shall be limited to include only those items listed in the Mobilization Paragraph of the General Conditions of Contract. For contracts up to \$6,000,000, the Contractor may include on the cost breakdown a line item for mobilization costs listed at 1.5 percent of the contract award amount, not to exceed \$90,000. For contracts exceeding \$6,000,000, mobilization costs in excess of \$90,000 will be determined by negotiation prior to submission of the breakdown.

6. Excavation and backfill must be shown as separate items. If hand excavation is required, it must also be separately listed. All excavation and backfill quantities shall be indicated in cubic yard units. If there is no backfill, an explanation must be provided.
7. Concrete for structures is to be indicated in cubic yard units. Concrete sidewalk and concrete paving may be indicated as square yard units. All unit prices for concrete work are to include forming. Forming may not be indicated as a separate line item.
8. Painting must be listed as a separate item in square feet. Lump sum costs will not be accepted.
9. "Furnish" or "Install" are not to be used as part of the description of a line item. Procurement and installation costs must be included in the line item of work. The only exception shall be in cases where materials or equipment are furnished by the owner or using agency for installation by the contractor.
10. "Demolition" is to be followed in parenthesis indicating the item to be demolished.
11. Scaffolding is not to be shown as a separate line item, but is to be included in the item with which it is associated.
12. Site surveying, as a line item, is permitted only for the General Contractor.
13. Engineering of plans is not permitted as a line item.
14. The HVAC Contractor may show sheet metal work as two items, i.e., (a) Sheet metal shop drawings; and, (b) Sheet metal fabrication and installation. Shop drawings must be shown at actual cost and as one lump sum/line-item. Shop drawings must be approved prior to being invoiced on an application for payment. When the Contractor requests payment for shop drawings, a copy of the subcontractor's invoice, if a subcontractor is used for that item, must be attached to the application for payment.
15. When balancing of heating and ventilating systems is required by the specifications, it shall be shown as a separate item.
16. Costs retained for Commissioning, as described in the General Conditions, must appear as a separate line item in the amount described in the Contract Documents.
17. Lump Sum items cannot be paid until the item is completely finished, inspected, and accepted by the Department, except on unit price projects, where lump sum items can be paid based upon the percentage completed.
18. A supplemental Breakdown for those items listed as Lump Sum on the original approved GSC-30 "Contract Breakdown Sheet" may be submitted at a later date, indicating quantity, unit price and extensions for all items to be furnished and installed under each Lump Sum item. Lump Sum items should be kept to a minimum. Supplemental breakdowns cannot be submitted on items where partial payment has been made.
 - a. Items to be subcontracted must be designated by the word "subcontractor."
 - b. Descriptions shall be clear and concise for each item of work, material or equipment, using the same designation as the specifications. All items (examples: concrete masonry units, conduit, pipe fittings, wire, cable, etc.) must be listed by type and size to be installed.
 - c. Temporary heat, if required by the Contract Documents, must be shown on the breakdown as a separate line item. This item will be shown as the last item on the Contract Breakdown and must include the number of days specified in the Special Requirements, the Unit Price per twenty-four hour day, and the extension of the figures. **Any adjustment to the number of days of temporary heat, used or not, will be based on the Unit Price shown on the breakdown.**

- d. Items listed in the index of the specifications must be included, in chronological order, on the breakdown. Additional items may be listed at the Contractor's discretion. Do not utilize alpha-numeric numbering except in cases where supplemental breakdowns are submitted.
 - e. Unit price proposals are an exception to the above procedures. Unit price proposals must be reflected on the breakdown sheet in the same amount and in the same order as in the Contract.
19. Operation and Maintenance Manuals shall be indicated as one line item. The value shall be not less than ten percent (10%) of the amount included for mobilization. The amount included is subject to the approval of the Director of Construction.
 20. As-Built Record Drawings shall be indicated as one line item. The value shall be not less than ten percent (10%) of the amount included for mobilization. The amount included is subject to the approval of the Director of Construction.
 21. Monthly photographs, if required under the contract, shall be indicated as a separate line item on the GSC-30 and the units shall be shown as "each." The quantity shall be determined by the number of days allocated for the project divided by thirty and rounded to the nearest whole number. The total value shall be not less than five percent of the amount included for mobilization. The unit price should be calculated accordingly to coincide with the aforementioned. The Lead Contractor shall submit digital photographs of at least two (2) views of each building and other major features showing the progress of the Work during construction and at final completion of the Project. Each photograph shall include the date the photograph was taken, a description of the view, and the project number. The photographs shall be saved on compact discs as jpg/jpeg files or other appropriate formats as the Department directs. Two copies of each disc shall be delivered to the Department's Construction Inspector Supervisor.

ADMINISTRATIVE PROCEDURE NO. 5

**PROJECT SCHEDULE
and
CRITICAL PATH METHOD (CPM) SCHEDULING**

FORM NO. GSC-35

A. General Information on Project Scheduling

1. The Lead Contractor shall be responsible for coordinating the Schedule among the Contractors, as described in detail in the General Conditions

B. If the Project will use the Gantt format, GSC-35 Progress Schedule:

1. A Gantt Chart is a simple graphic planning tool that maps discrete activities with durations in the context of overall project time. This approach will be used on simple, small projects.
2. All Contractors on Projects utilizing a Gantt chart will receive a supply of Form GSC-35 with the Orientation Materials, by mail from the Department. This GSC-35 will be the Progress Schedule for the Project. The GSC-35 will represent all Work to be performed by every Contractor on the Project. The Work will be coordinated by the Lead Contractor.
3. In no event shall any activity indicated on the Progress Schedule exceed a 20-day duration.
4. The Contractor(s) may request a meeting with the Construction Regional Director, or the designated representative, for the purpose of reviewing a draft of the GSC-35 Integrated Progress Schedule. The draft shall be prepared by the Contractor(s) prior to the requested meeting.
5. **Within seven (7) days of the Effective Date of the Contract (or earlier if authorized in a Letter of Intent)**, the Lead Contractor on the Project shall furnish each separate Prime Contractor a schedule of the proposed prosecution of the Work under that Prime Contractor's Contract.
6. **Within seven (7) days of receipt of the Lead Contractor's proposed progress schedule**, each separate Prime Contractor shall submit to the Lead Contractor a schedule of the proposed prosecution of its Work, which shall be integrated with the Lead Contractor's Work.
7. Following review of the draft (if requested by the Contractor(s)), **but in no case later than thirty (30) days of the Effective Date of the Contract**, the Lead Contractor shall (in accordance with the scheduling provisions of the General Conditions) prepare the Integrated Progress Schedule in final form (on GSC-35) and submit an original and one copy of this Schedule, signed by all Prime Contractors (indicating their approval of the contents of the Schedule) to DGS' Regional Director by letter of transmittal. A copy of the Integrated Progress Schedule, as submitted to the Regional Director, should also be provided to the Construction Inspector Supervisor.
8. **Within three (3) days of receipt of the Schedule from the Lead Contractor**, the Construction Regional Director or designated representative shall review, comment and subsequently forward the original GSC-35 "Integrated Progress Schedule", by letter of transmittal, to the Professional for its further review and acceptance. Any comments or discrepancies should be noted by DGS in the letter of transmittal.
9. **Within three (3) days of receipt of the schedule from the Construction Regional Director**, the Professional will review and recommend acceptance or rejection of the Integrated Progress Schedule, based on the activities indicated, compliance with the General Conditions and reasonableness of the as-planned sequence of construction. The Professional shall affix its signature, date the GSC-35 and forward the document to the Director of Construction, along with any comments or discrepancies noted in letter of transmittal,. The GSC-35 is not to be returned to the Contractor(s) for correction.

10. The construction sequences, activity duration and logic utilized in the development and preparation of the Integrated Progress Schedule shall result in an as-planned schedule that must meet the Contract Completion Date as set forth in the Contract Documents.
11. **The Department will only review and pay (if the application is otherwise acceptable) the Contractor's first Application for Payment without an Integrated Progress Schedule being submitted and accepted by the Department. No further Applications for Payment will be accepted from any Contractor until the Department has accepted the Integrated Progress Schedule. Since it is the Contractors' affirmative duty to coordinate the Work and prepare the Integrated Progress Schedule, any delay to the Project due to not having an acceptable Integrated Progress Schedule will be attributable to the Contractors.**
12. Final decisions related to the means, methods, durations, sequences and logic are the Contractors' responsibilities. Acceptance of the Integrated Progress Schedule by the Department and Professional does not relieve the Contractor(s) of the responsibility for the accuracy of the schedule and for the Contractors' obligations to meet the Contractual Completion Date. Acceptance does not constitute approval or warranty by the Department nor by the Professional of the Contractors' means and methods of construction.
13. General Information
 - a. List items of construction as they will be installed. When more than one building, level or floor is included, each building, level or floor shall be listed separately.
 - b. Mobilization is to be shown as the first item of work, with a reasonable duration, based upon the size/complexity of the project. "Follow along time" may not be shown as part of Mobilization.
 - c. Darken the upper half of the horizontal space in the graph. Skip one line between each item.
14. At a minimum, the quantity of items must equal the total shown on the GSC-30 Contract Breakdown Sheet for each contract. The activity numbers shall identify the responsible Prime Contractor and the related GSC-30 item.
15. Each Prime Contractor is responsible for assuring that any and all subcontract work, as well as its own work, is included in the schedule.
16. From the activities of the various contracts critical to the Scheduled Completion Date, the Lead Contractor shall identify and incorporate construction progress milestones into the Integrated Progress Schedule, in accordance with scheduling language of the General Conditions of Contract. The milestones are to signify the start date or completion date of a specific activity that is critical to the completion of the project on by the Contract Completion Date. **Each Contractor must show at least one milestone in each month of the scheduled construction period.**
17. No date should be shown in "Revised," unless an Integrated Progress Schedule has been previously accepted and is being changed.
18. The Contractor(s) may elect to prepare and submit a Critical Path Method (CPM) schedule in lieu of the GSC-35 "Integrated Progress Schedule" so long as there is no additional cost to the Commonwealth and the CPM schedule adheres to the requirements established for CPM Schedules in this Administrative Procedure.

C. Critical Path Method Schedule (CPM)

The CPM Schedule shall be developed, prepared and submitted in accordance with the same requirements and time frames as required by the General Conditions of Contract and the requirements of this Administrative Procedure as it relates to the "Integrated Progress Schedule" described above. The following additional items apply to CPM Schedules:

1. The CPM Scheduling system is to be implemented by the Lead Contractor, utilizing the services of a qualified subcontractor or its own in-house staff. The subcontractor or Contractor, if utilizing in-house staff, must provide evidence to the Department's satisfaction, that the Contractor or subcontractor has computer hardware and

2. software which is standard in the industry for CPM scheduling. The Contractor/subcontractor and must also provide evidence of at least five years scheduling experience with projects of the same size and nature.
3. All Work is to be completed in accordance with the accepted Master Project Schedule. The Master Project Schedule will reflect the decisions of all Contractors as to sequence, duration, construction logic and all means and methods of construction.
4. **The Master Project Schedule shall be reviewed at the Initial Job Conference, or earlier if authorized in a Letter of Intent. The Department will only review and pay (if the application is otherwise acceptable) the Contractor's first Application for Payment without a Master Project Schedule being submitted and accepted by the Department. No further Applications for Payment will be accepted from any Contractor until the Department has accepted the Master Project Schedule. Since it is the Contractors' affirmative duty to coordinate the Work and prepare the Master Project Schedule, any delay to the Project due to not having an acceptable Master Project Schedule will be attributable to the Contractors.**
5. Activity time delays shall not automatically mean that an extension of time is warranted or due any Prime Contractor. A contract modification or delay may result in only absorbing a part of the available total float that may exist within an activity or chain of activities, therefore, the modification or delay may not affect existing critical activities, interim milestone dates or cause non-critical activities to become critical.
6. The Department owns the float. No float shall be used by the Contractor without written directive from the Department or its designee. Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the Master Project Schedule. Extensions of time to interim milestone dates or the Contract Completion Date under the various contracts will be considered only to the extent that equitable time adjustments to the activity or activities affected by the contract modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the Contract Completion Date.
7. If the time limits set for preparation and submission of the Master Project Schedule are not met, or the various Prime Contractors are unable to reach agreement upon the Master Project Schedule, the Department will prepare the schedule, which must be adhered to by all Contractors. The costs incurred by the Department in preparing the schedule will be assessed to the Contractors on a *pro rata* share (Master Project Schedule preparation cost* Contractor's % of Project Award Cost) by credit change order.
8. General Information
 - a. List items of construction as they will be installed. When more than one building, level or floor is included, each building, level or floor shall be listed separately. The Master Project Schedule **must also include** critical submittals, submissions of shop drawings for approval, approval of shop drawings, placing of orders for materials and delivery of materials.
 - b. Each Prime Contractor is responsible for assuring that any and all subcontract work as well as its own work is included in the schedule.
 - c. The Master Project Schedule shall reflect Early Start/Early Finish Dates, Late Start/Late Finish Dates and available Float or Slack time for each and every activity.
 - d. From the activities of the various contracts critical to the Scheduled Completion Date, the Lead Contractor shall identify and incorporate construction progress milestones for the Project into the Master Project schedule, in accordance with the General Conditions of Contract. The milestones are to signify the start date or completion date of a specific activity that is critical to the completion of the project on schedule. **Each contractor must show at least one milestone in each month of the scheduled construction period.**

ADMINISTRATIVE PROCEDURE NO. 6

**REQUEST FOR APPROVAL OF MATERIALS
AND/OR SUBCONTRACTORS**

FORM GSC-23

- A. The Prime Contractor shall prepare and submit the Form GSC-23 as required by the General Conditions of the Contract, and this Administrative Procedure.
- B. For each Subcontractor, the Prime Contractor must attach a copy of the subcontract, signed by both the Prime Contractor and the Subcontractor and which complies with the requirements of the Subcontractor Article of the General Conditions.
- C. When supplying blank GSC-23 Forms to Subcontractors, the Prime Contractor, upon receipt of the completed GSC-23 from the Subcontractor, shall insert the submission numbers in sequential order prior to transmitting the GSC-23 to the Professional.
- D. For purchase orders, the Prime Contractor shall submit one certification letter, on the Prime Contractor's letterhead, with language identical to that set forth in the sample letter (which is included as part of this Administrative Procedure) certifying the Prime Contractor's compliance with the terms set forth in the letter. **The language required in this letter by this Administrative Procedure shall not be altered.**
- E. This one certification letter, which shall certify compliance for all purchase orders issued on the Project, shall be submitted to the DGS Construction Inspector Supervisor for the Project when the Prime Contractor submits the first GSC-23 identifying Suppliers.
- F. The Prime Contractor must submit a copy of each executed purchase order issued to a Small Diverse Business Supplier and Small Diverse Business Manufacturer showing the dollar value of the purchase order. All purchase orders for Small Diverse Business nonstocking suppliers shall include the fee or commission charged by the Small Diverse Business nonstocking supplier for assistance in the procurement of the materials and supplies.
- G. If the Prime Contractor has a financial interest in a Subcontractor, Supplier, or Manufacturer, it must disclose its relationship to the Subcontractor, Supplier, or Manufacturer on the GSC-23 in the block "Relation to Prime Contractor" in accordance with the Subcontractor Article of the General Conditions.
- H. Prior to the commencement of work by any Subcontractor, the Prime Contractor must submit two copies of the subcontract, in accordance with the Subcontractor Article of the General Conditions, to the DGS Construction Inspector Supervisor. The DGS Construction Inspector Supervisor shall retain one copy for the Field Office files and forward one copy to the DGS Construction Regional Director.
- I. If the Prime Contractor wishes to provide an "equal," it must check the appropriate block on the Form GSC-23. The submission shall fulfill the requirements of the General Conditions.
- J. If the Prime Contractor desires to provide a "substitution," it must check the appropriate block on the Form GSC-23. The submission shall fulfill the requirements of the General Conditions of the Contract. The Prime Contractor must also attach a "Letter of Certification" identical to the sample provided in this Administrative Procedure.
- K. The Prime Contractor shall number each submission and each page within each submission consecutively and shall give resubmissions the same number as the original submission.
- L. The Prime Contractor shall attach a copy of the Certification for Welders and a copy of the License for Blasters to the Form GSC-23, when submitted.
- M. Only the types indicated on the GSC-23 will be permitted in the box titled "Type of Approval."
- N. The Prime Contractor shall submit the original and four copies of the GSC-23 Form by letter of transmittal to the Professional, with a copy to the DGS Construction Inspector Supervisor. Only the letter of transmittal for the GSC-

23 Forms must be provided to others specified in Administrative Procedure No. 1 regarding distribution of correspondence.

- O. The DGS Construction Inspector Supervisor shall review the copy of the GSC-23 for compliance immediately upon receipt. If any discrepancies are found, the DGS Construction Inspector Supervisor shall notify the Professional by telephone or fax.
- P. It is the Professional's responsibility to check each item for conformity with the requirements of the specifications. The Professional will fully acquaint itself with the submitted manufacturer, producer, fabricator, material, equipment, and other pertinent items prior to making any specific remark or recommendation.
- Q. The Professional will indicate on the Form GSC-23 whether each item is approved, disapproved (with the reason), or that approval is withheld, pending submission of additional qualifying material or information (catalog cuts, engineering data, test data, etc.) from the Prime Contractor. The Professional must indicate which specific information is required by checking the appropriate box on the Form GSC-23. If information has been included with the submission, the Professional should check the block "W/GSC-23." When approval is withheld pending receipt of additional qualifying material or information from the Prime Contractor, the Professional shall instruct the Prime Contractor to resubmit the item of material or work on a new Form GSC-23, which must contain the original submission number.
- R. The Professional's signature on the bottom of the Form GSC-23 constitutes approval, subject to final approval of sample, shop drawings or catalog data, certification, test report, or other information, when such additional information is required. The Professional will also ensure compliance with these Administrative Procedures in the proper execution of the form.
- S. The Professional will make distribution of the approved GSC-23 as follows:
 - a. Original to the DGS Director of Construction
 - b. One copy to the Prime Contractor
 - c. One copy to the DGS Construction Regional Director
 - d. One copy to the DGS Construction Inspector Supervisor, at the Project site

(Must appear on Prime Contractor's Letterhead)

Project No. DGS _____ (_R)
Contract No. DGS _____
Location of Project _____
Description of Project _____

Certification

I, the authorized representative of the Prime Contractor, do certify, to the best of my knowledge that, for each purchase order issued on this Project:

- a. The material and/or equipment to be supplied is accurately described in the purchase order; and
- b. The material and/or equipment to be supplied complies with the requirements of the contract documents; and
- c. The Suppliers have been notified of the payment provisions of the Prompt Payment Schedule.
- d. The Manufacturers and Suppliers have been notified that nothing contained in the Contract Documents between the Prime Contractor and the Department creates any contractual relationship between the Department and any Manufacturer or Supplier.

I understand that by signing this document I certify that the facts contained herein are true. I further understand that this document is subject to the provisions of the Unsworn Falsification to Authorities (18 P.S. § 4904). I acknowledge that if my company does not comply with these terms, my company may be subject to suspension and/or debarment from bidding on any Commonwealth of Pennsylvania public works project for a period of three years.

Signature

Type Name Here

Title

Date

(Use Company Letterhead)

LETTER OF CERTIFICATION

Project No. DGS _____ (_R)

Contract NO. DGS _____

Location of Project _____

Description of Project _____

The undersigned, an authorized representative of the Prime Contractor on the above referenced Contract, certifies that the substitute item(s) listed on the attached Form No. GSC-23, "Request for Approval of Materials and/or sub-Prime Contractor," Submission No. _____, dated _____, complies with the requirements of the Contract specifications on the above referenced Contract; and,

I further certify that the Prime Contractor will assure that all costs involved in making the substitute item(s), listed on the attached Form No. GSC-23, fit into and perform as required by the Contract Documents and that,, should the cost of the substituted item be less than the cost of the specified item, DGS will receive a credit for the difference between the substituted item and the cost of the specified item; and,

I further certify that I will fully document the item(s) on the attached Form No. GSC-23 with regard to engineering, construction, dimension, performance and appearance.

A cost statement is included.

Signature

Type Name Here

Title

Company Name

Date

ADMINISTRATIVE PROCEDURE NO. 7

**MATERIALS TESTING (ALL ITEMS-GENERAL REQUIREMENTS)
LABORATORY SAMPLE OR FIELD TEST IDENTIFICATION
FORM GSC-22/33**

**MATERIALS TESTING (SELECTION OF TESTING LABORATORY)
CONCRETE TESTING (APPROVAL OF MIX COMPUTATIONS)
CONCRETE MIX COMPUTATION
FORM GSC-26**

**INVOICE PROCEDURE FOR PAYMENT OF TESTING SERVICES
(PROFESSIONAL)**

**INVOICE AND BILLING FOR PROFESSIONALS AND TESTING
LABORATORIES - FORM GSC-34**

**MANUFACTURERS' HIGH VOLTAGE CABLE TEST (BIRTH CERTIFICATE)
FIELD HIGH VOLTAGE CABLE TEST
HVAC SYSTEMS BALANCING**

A. Materials and Concrete Testing (General Requirements)

The Contractor shall:

1. Give the Department and the Professional timely notice of its readiness and of the date arranged, so the Professional may observe such inspection or testing.
2. Bear all costs of such inspections and tests, unless otherwise provided. All expenses incurred in the collecting, packing and delivering of samples of materials or equipment to or from the site or laboratory will be paid by the Contractor, unless otherwise noted in the General Conditions, Specifications or Contract Drawings.
3. Request Forms GSC-22/33 from the Construction Inspector Supervisor. An original of Form GSC-22/33, Laboratory Sample or Field Test Identification, shall accompany each sample to be tested.
4. When Form GSC-22/33 is utilized for concrete cylinders, each cylinder shall be numbered consecutively and prefaced for design mix tests, precast concrete and pre-stressed concrete. The type of cylinder shall be noted on the form as follows:

DM - Design Mix
PC - Precast Concrete
PS – Pre-stressed Concrete

5. Cylinders for concrete other than the above will not be prefaced. Approved samples to be incorporated into the work shall be returned to the site by the Testing Laboratory.

The Professional shall:

- a. Secure from either the Testing Laboratory or the Contractor an original and four copies of the test reports and distribute as follows:
 - i. The Original must be sent to the Director of Construction, with copies to the Contractor, Construction Regional Director, Project Site and Professional File.
- b. Any reports showing deficiencies in test results will be immediately communicated by the Professional to the Construction Regional Director.

B. Materials Testing (Selection of Testing Laboratory)

1. When the Department is paying for the testing of materials, the Bureau of Engineering and Architecture will notify the Professional to advertise for bidders to perform the required testing. The Professional will submit the name of the laboratory it has selected to the Bureau of Engineering and Architecture. If the Bureau of Engineering and Architecture approves the selection, E/A will authorize the Professional to award the contract to the laboratory it has selected. Contractors will be notified of this selection at the Initial Job Conference by the Professional.
2. When the Contractor is responsible for testing, the Contractor will select an independent testing laboratory. It must notify all parties concerned of its selection at the Initial Job Conference.

C. Concrete Testing (Approval of Mix Computations)

1. The Contractor (or testing laboratory) shall prepare Form GSC-26, Concrete Mix Computation, in an original and four copies for each type of design mix to be used. Forms shall be forwarded to the Professional for review and approval. All information required by the form must be provided.
2. The Professional shall review the Form GSC-26 for compliance with the Contract Documents, and approve/disapprove as appropriate. It shall forward all copies to the Director of Construction for review and distribution.
3. Upon receipt of approved GSC-26 from the Director of Construction, the Contractor or Professional (as appropriate) shall instruct the testing laboratory to pick up samples for mix design testing from either the batch plant or the site. An original of Form GSC-22/33, Laboratory Sample or Field Test Identification, must accompany each sample to be tested. A separate form must be submitted for each test. These forms may be obtained from the Construction Inspector Supervisor.

D. Invoicing Procedure for Payment of Testing Services (Professional)

1. The Professional shall:

- a. Obtain four copies of the Form GSC-34, Invoice and Billing for Professionals and Testing Laboratories, from the Construction Inspector Supervisor. The forms must be completed and signed by the testing laboratory. The laboratory may retain one copy for its files. It must return the original and the remaining copies to the Professional.
 - b. Complete the Professional endorsement portion of the form, attach a copy of the appropriate Form GSC-22/33, as well as copies of the test results, and submit the original and one copy to the Construction Regional Director for review and approval.
2. If additional tests beyond those specified in the Contract are deemed necessary, or, if tests are required on items not originally specified for testing, the Professional must include with its invoice a copy of the Professional's letter of recommendation and the Department's letter of approval for the additional tests.

E. Manufacturer's High Voltage Cable Test Report (Birth Certificate)

1. The Contractor will ensure the Cable Test Report (Birth Certificate) is in compliance with the Contract Documents. The Contractor must submit six copies of the report to the Professional. The Contractor must copy the Construction Regional Director and the Construction Inspector Supervisor on the transmittal letter to the Professional.
2. The Professional will review the report for compliance with the Contract Documents, affix its stamp of approval directly to each copy of the report, and forward all copies to the Director of Construction. Only a stamp as indicated in the sample provided in Administrative Procedure No. 8 will be accepted.
3. High Voltage Cable may not be installed until the Manufacturer's Cable Test Reports are approved by the Department.

4. If the report is disapproved by the Professional, all copies must be returned to the Contractor with a letter of explanation. Copies of this correspondence must be sent to the Construction Regional Director and the Construction Inspector Supervisor.

F. High Voltage Cable Field Test Report

1. The Contractor shall submit an original and five copies of the report to the Professional, by letter of transmittal, a copy of the transmittal letter and report are also to be sent to the Construction Regional Director and Construction Inspector Supervisor.
2. The Professional shall, upon receipt of the Field Test Report from the Contractor, review it for compliance with testing procedures and Contract Documents. If approved, the Professional will affix its stamp of approval directly to each copy of the report and forward all copies to the Director of Construction. Only a stamp as indicated in the sample provided in Administrative Procedure No. 8 will be accepted.
3. Payment for High Voltage Cable will be made only after the Manufacturer's Test Report is approved, cable is installed and the Field Test Report is approved by the Professional and reviewed by the Department.
4. If the report is disapproved, the Professional shall advise the Contractor of the appropriate corrective action to assure compliance with the Contract Documents. When the Field Test Report is approved, the Professional will distribute it in accordance with Paragraph "B" above.

G. HVAC Systems Balancing Report

1. The Contractor shall submit an original and five copies of the HVAC Systems Balancing Report to the Professional. The Construction Regional Director must be copied on the transmittal letter.
2. The Professional shall, upon receipt of the copies of the Balancing Report from the Contractor, review it for compliance with balancing procedures and the Contract Documents. If approved, the Professional shall affix its stamp of approval directly to each copy of the report, and forward all copies to the Director of Construction, who after review, will forward the copies to the Bureau of Engineering and Architecture. Only a stamp as indicated in the sample provided in Administrative Procedure No. 8 will be accepted. The Construction Regional Director must be copied on the transmittal letter.
3. If the report is disapproved, the Professional shall advise the Contractor of the appropriate corrective action to assure compliance with the Contract Documents. The Professional must notify the Construction Regional Director that the report has been disapproved, and state the proposed method of correction. When the report is approved, the Professional shall proceed in accordance with Paragraph "2" above.
4. If the Bureau of Engineering and Architecture disapproves any report or concurs with a "qualified" approval by the Professional, the Professional shall verify that the remedial action has been completed by the Contractor. The Professional shall also notify the Construction Regional Director, the Director of Construction and the Bureau of Engineering and Architecture that the remedial action has been completed. The notice must be in writing. The Contractor shall be responsible for the re-testing and re-balancing of any and all zones affected by the corrective action. The Contractor shall then re-submit, to the Professional, a Balancing Report for these areas in accordance with paragraph "1" above. The Professional shall review, approve and distribute this Balancing Report in accordance with paragraph "2" above.
5. Payment for test and balancing will not be made until the report(s) are approved by the Department.

ADMINISTRATIVE PROCEDURE NO. 8

SUBMITTALS

- A. Each Prime Contractor shall prepare and submit to the Lead Contractor a **Submittal Schedule** showing all items requiring submission. The **Submittal Schedule** shall be prepared in accordance with the Submittal Article of the General Conditions. This **Submittal Schedule** shall then be integrated by the Lead Contractor and tied to the logic of activities in the GSC-35 or Master Project Schedule.
- B. Each Prime Contractor's draft Submittal Schedule (to be submitted to the Lead Contractor) shall include the following as a minimum:
- A. Submittal breakdown by Specification Section number and division;
 - B. Scheduled date for initial submittal of item; and
 - C. Days required after return of an approved submittal to order, fabricate and deliver the specific item to the site.
- D. When the Submittal Schedule of each Prime Contractor is provided to the Lead Contractor, a copy of its Submittal Schedule shall also be forwarded to the Professional. Copies of the fully integrated Submittal Schedule, prepared by the Lead Contractor, shall be provided to the Professional and the Construction Inspector Supervisor within a reasonable time after the Initial Job Conference or earlier if authorized in a Letter of Intent. Copies of the integrated Submittal Schedule shall also be forwarded to the Director of Construction and the Construction Regional Director.
- E. If the development of the **Submittal Schedule** affects the construction sequencing, durations, logic or any other aspect of the Master Project Schedule, including established milestones, the Lead Contractor, in concert with the other Prime Contractors, shall make any necessary revisions. The contract completion date will not be adjusted as a result of these revisions. An original and one copy of the revised schedule, signed by all Prime Contractors, shall be submitted to the Construction Regional Director **within ten days after the first Job Conference held after the Initial Job Conference, or earlier if authorized by a Letter of Intent**. Review and acceptance of this revised integrated progress schedule, by the Department and Professional, shall follow the procedures established in Project Schedule Administrative Procedure. If a previous schedule has been submitted and accepted by the Department the Contractor shall indicate the "Revised Date" in the appropriate area of the Form GSC-35. The Contractor shall also provide an explanation detailing the reasons for the revision and the activities affected in the letter of transmittal.
- F. A detailed, updated log shall be maintained by the Professional as to the time of receipt of the Submittals and the time of return to the Contractor, with adequate notes as to their disposition. The Professional shall submit one copy of the log to the Construction Inspector Supervisor at each Job Conference subsequent to the first Job Conference following the Initial Job Conference. The Professional shall also mail one copy to the Director of Construction and one copy to the Construction Regional Director.
- G. The Professional will review and approve all submittals in accordance with the applicable paragraph of Article of the General Conditions of Contract, labeled "Professional Review of Submittals" and by stamping with an approval stamp. Only a stamp as indicated in the sample provided at the end of this section will be accepted.
- H. The Contractor shall make any corrections required by the Professional and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The resubmission shall be acted upon by the Professional **within ten (10) days of its receipt**, unless a different period of time is approved by the Department. The resubmission of submittals by the Contractor and subsequent review by the Professional shall be in accordance with Article 8 of the General Conditions of Contract.
- I. Distribution by the Professional of the Final Shop Drawings or Catalog Data shall be as follows:
- Prime Contractor making submittal - three sets
 - Other Prime Contractors - one set each
 - Professional - one set
 - Commissioning Agent (if any) – one set

Construction Regional Director - one set
Construction Inspector Supervisor - one set
Central File – one set *

* The set for Central File shall be mailed to the following address:

Central File, Bureau of Engineering and Architecture
Department of General Services
18th & Herr Streets
Harrisburg, PA 17125

- J. The Contractor must maintain at the site one copy of all drawings, etc. Drawings shall be updated daily to indicate As-Built Record Drawing conditions in accordance with the General Conditions.
- K. **Any work commenced by the Contractor prior to final approval of the submittals, by the Professional is performed by the Contractor at its own risk.**
- L. Indicated below is a sample of the “Approval Stamp” to be utilized by the Professional in the review and approval process of all submissions. **Only a stamp with the language as indicated in this sample will be accepted.**

<input type="checkbox"/>	APPROVED	<input type="checkbox"/>	NOT APPROVED
<input type="checkbox"/>	APPROVED AS NOTED	<input type="checkbox"/>	REVISE AND RESUBMIT
_____		_____	
DATE		SIGNATURE/TITLE	
ORGANIZATION NAME AND ADDRESS			
A note may be added to: Advise the Contractor that quantities have not been verified. Advise the Contractor that all materials must meet the requirements of the specifications. Require the Contractor to field verify all measurements.			

ADMINISTRATIVE PROCEDURE NO. 9

CONTRACTOR'S APPLICATION FOR PAYMENT

FORM GSC-16 - PREVAILING MINIMUM WAGE CERTIFICATE

FORM GSC-17 - RECAPITULATION OF CONTRACTOR'S APPLICATION FOR PAYMENT

FORM GSC-18 - APPLICATION FOR PAYMENT OF LABOR, MATERIALS/EQUIPMENT

**FORM GSC-24 - PAYROLL AFFIDAVIT, CONTRACTOR'S CERTIFICATE AND
STATEMENT OF SURETY, POWER OF ATTORNEY**

FORM GSC-43 - STORED MATERIALS

A. General Information

1. Contractor's Applications for Payment shall be prepared, submitted and processed in accordance with the Payment Article of the General Conditions and this Administrative Procedure.
2. No Application for Payment will be processed until the Contract Breakdown Sheet, Form GSC-30, has been approved.
3. An Application for Payment will not be processed without the Small Diverse Business Utilization Report (See AP 15).
4. If the Contractor submits an incorrect Application for Payment, the Department will make payment for all items that are correct and will notify the Contractor, **within fifteen days**, of deficiencies in the Application. Applications for Payment may only be returned to the Contractor if there is missing or incomplete paperwork.
5. When an Application for Payment is received, the Construction Inspector Supervisor shall date and initial the Form GSC-17, in the upper right corner. The Construction Inspector Supervisor **has three days, from this date, to review, correct and approves** the Application for Payment. The Application is then to be forwarded to the Fiscal Division, Bureau of Professional Selections and Administrative Services, Department of General Services, 18th and Herr Streets, Harrisburg, PA 17125. The Construction Inspector Supervisor shall also transmit a copy of the Application for Payment package to the Professional and to the Construction Regional Director.
6. In accordance with the Prompt Payment Schedule (62 Pa. C.S. §3931-§3939) the Department shall make payment **within forty-five (45) calendar days of the date the application for payment is received in a complete and acceptable format**. For purposes of calculating the forty-five calendar days, the start date will be the day on which the Construction Inspector Supervisor signs the Application for Payment.
7. The Professional shall review its copy of the Application for Payment and notify the Construction Inspector Supervisor of any required adjustments or changes **within seven calendar days of receipt**. A copy of any comments by the Professional shall also be sent to the Construction Regional Director and the Contractor.
8. The Construction Regional Director or designee shall also review the copy of the Application for Payment and notify the Construction Inspector Supervisor of any required adjustments or changes **within seven calendar days of receipt**. A copy of any comments by the Construction Regional Director shall also be sent to the Professional and the Contractor.
9. Any adjustments or changes required as a result of the review by the Professional and/or the Construction Regional Director will be made on the next Application for Payment submitted after receipt of the comments by the Construction Inspector Supervisor.

B. **Prevailing Minimum Wage Certificate - Form GSC-16**

1. The Form GSC-16 must be completed, by the Contractor, and attached to each Application for Payment to certify compliance with the payment of Prevailing Minimum Wages as required by the Contract Documents.
2. All Prime Contractors, subcontractors and sub-subcontractors are required to submit Form LLC-25 (formerly LIPW-128) or Form WH-347 if Davis-Bacon Wage Act applies to the contract, to the Construction Inspector Supervisor, on a weekly basis.

C. **Recapitulation of Contractor's Application for Payment - Form GSC-17**

1. The Contractor should request an e-mailed copy of the Application for Payment from the Construction Inspector Supervisor. The Construction Inspector Supervisor can obtain this from the Public Works Fiscal Division. Fiscal Division will have all required information already set up on the spreadsheet for the Contractor to use.
2. Each application must be numbered consecutively and the heading information must be completed. The Contractor must insert the ME No. and Appropriation Symbol on the GSC-17 Form. This information is provided with the executed contract, approved GSC-30 Form and in the Initial Job Conference Report.
3. The Final block must be checked if final payment of the contract amount is being requested. If an application is being revised, the Post Final block must be checked.
4. The Amended Contract Amount is the Total Contract Award, plus or minus all change orders, debit or credit, approved by the Department.

D. **App. for Payment of Labor, Materials/Equipment Incorporated – Form GSC-18**

1. The Contractor must provide a true and correct list of the work performed for each pay period. The list must be according to the item number(s) on the approved Contract Breakdown Sheet, Form GSC-30.
2. All items must be listed in numerical sequence, as shown on Form GSC-30, and all items are to be carried on each and every Application for Payment, Form GSC-18.
3. Individually list all debit and/or credit change order work completed and previously approved by the Department under the heading of "Executed Change Orders" on the Form GSC-18.
4. An approved change order may be paid on a percentage basis as the work is completed.
5. Individually list all pending debit and/or credit change orders, which have received scope authorization from the Department, under the heading of "Pending Change Orders" on the Form GSC-18.

E. **Stored Materials – Form GSC-43**

1. Stored Materials may be invoiced by a Contractor when materials are ordered in advance and stored at an appropriate facility or the site until installation will occur. Material that is scheduled for installation **in less than forty-five days** from the date of procurement is not eligible for payment as stored material.
2. A completed GSC-43 Form must be submitted with the Application for Payment.
3. Prior approval to store materials is not required by the Department. The signatures of the Contractor and the Construction Inspector Supervisor will attest to the fact that the forms have been reviewed and are correct.

4. It is not necessary for the Construction Inspector Supervisor to visit the warehouse where materials are stored off-site. By executing the GSC-43 and submitting photographs, the Contractor will be attesting to the fact that the materials are properly stored. The Contractor is responsible for proper storage of the materials at the project site. Materials must be stored off the ground and properly protected from the elements.
5. Only one supplier may be submitted on each GSC-43 Form.
6. The description of line items on the vendor's invoice should be identical to the description on the GSC-43 Form and the GSC-30 Form "Contract Breakdown Sheet." If an item description on the vendor's invoice is not identical, the Contractor must clearly describe, either on the invoice or an attachment, the invoiced item(s) as related to the items on the GSC-43 and GSC-30.
7. The vendor's invoice must also show the Unit Wholesale Price and the Extended Unit Wholesale Price. It is permissible for the Contractor to add information to the vendor's invoice for the purpose of clarity.
8. If items that are being submitted as stored material are intermixed with other items on a vendor's invoice, the claimed items must be highlighted or underlined.
9. Requests for payment may not exceed eighty-five percent (85%) of the price of the item as indicated on the approved GSC-30.
10. When a vendor's invoice lists two or more separate items that are component parts of a single line item previously submitted on the GSC-30, a "Supplemental Cost Breakdown Sheet" must be submitted and approved prior to payment for the individual items. Line items with differing unit prices must be shown as separate items on the Supplemental Cost Breakdown Sheet. Each component part must be shown as an individual item.
11. The completed GSC-43 Form, submitted with the Application for Payment, must also have the following documents attached:
 - a. Vendor's Invoice
 - b. Photographs of material and its location
 - c. Fire and theft insurance policy rider for the materials
 - d. Evidence of payment, or when payment has not been made, a letter on the contractor's letterhead authorizing payment to be made jointly to the contractor and the supplier.
 - e. Power of Attorney (from bonding company)

**F. Payroll Affidavit, Contractor's Certificate and Statement of Surety
Power of Attorney-Form GSC-24**

1. A Final Application for Payment must be accompanied by a completed Form GSC-24. If a Form GSC-24 is not submitted with the Final Application for Payment, the sum of \$500 will be withheld until the form is submitted.
2. The Payroll Affidavit section of the form need not be completed, if the prevailing minimum wage scale does not apply. However, a statement must be made by the Contractor on the reverse side of the Payroll Affidavit, indicating that the prevailing minimum wage scale does not apply.
3. A copy of this form should be retained by the Contractor, and an original and two copies must be forwarded with the Application for Payment. A copy of the Power of Attorney must be attached to each GSC-24.

G. Small Diverse Business Utilization Report (AP 15)

1. A Small Diverse Business Utilization Report must be included with each Application for Payment. If this Report is not submitted, the Department will decline to approve the Application for Payment and return the incomplete Application for Payment.

H. For Each Application for Payment

1. Prior to submission and distribution of the Application for Payment packets by the Construction Inspector Supervisor, they shall be assembled in the following order:
 - a. GSC-17
 - b. GSC-18
 - c. GSC-16
 - d. GSC-43 (if stored materials)
 1. Power of Attorney (from bonding company)
 2. Vendor's Invoice
 3. Photographs of material and its location (Regional Office copy only)
 4. Fire and theft insurance policy rider
 5. Evidence of payment, or when payment has not been made a letter on Contractor's letterhead authorizing payment to be made jointly to the contractor and the supplier
 - e. GSC-24 (if Final Invoice)
 - f. Notarized LLC-25 (formerly LIPW-128) or WH-347 for federal funded projects (if Final Invoice)
 - g. Small Diverse Business Utilization Report
2. Upon completion of the assembly of the Application for Payment packets by the Construction Inspector Supervisor, the original and two complete copies shall be submitted to the Fiscal Division. The "Invoice Transmittal" is to be completed in its entirety, by the Construction Inspector Supervisor, and placed on top of the entire submission to the Fiscal Division. It is not necessary to attach a transmittal to each copy. In addition, two additional copies of the GSC-17 Form, without attachments, followed by the Invoice Correction Letter, are to be attached to the back of the entire submission.
3. Upon Final Inspection, the monetary amount to be retained shall be adjusted to reflect the actual amounts retained, as set out in the various sections of the General Conditions of Contract. The pertinent pages of the Final Inspection Report, including the Professional's Certificate detailing the uncompleted items and value, pending credit change orders, liquidated damages, claims, etc., must be attached to the Application for Payment packet. The items indicated on the Professional's Certificate shall not be paid until completed in their entirety. As the paperwork items are completed, change orders and extensions of time are approved, claims resolved, the retained amount may be reduced accordingly. The pertinent pages of the Final Inspection Report shall be attached with a strikethrough the items acceptably completed and/or approved. The adjusted retained amount should then be calculated, inserted and highlighted on the copies of the Final Inspection Report attached to the Application for Payment packets. Copies of the Final Inspection Report are to be attached to the original packet to the Fiscal Division, the Regional Director's copy and the Field Office's copy. The adjusted retained amount must equal the amount shown on Line 9 of the GSC-17 Form.

ADMINISTRATIVE PROCEDURE NO. 10

**CHANGES IN CONTRACT WORK
(FIELD ORDERS/CHANGE ORDERS)
CONSTRUCTION CHANGE ORDER - FORM GSC-1**

DETERMINING IF A CHANGE ORDER IS REQUIRED

Any change to Project Contract must be documented by issuance of either a Field Order or a Change Order, the conditions for each as defined below.

FIELD ORDER CONDITION

A Field Order Condition can be defined as any change to Project Contract which meets all of the following criteria:

- The Contractor, Professional, and Regional Inspection Personnel all agree that the change constitutes neither a net additional nor deductible cost to the Project Contract.
- The change consists of a minor relocation, substitution or revision to quantity of contract items which does not constitute a significant change in design and does not need to be documented by revision to Project Drawings and/or Specifications.
- The change is singular in that it is not comprised of multiple unrelated (“apples and oranges”) revisions.

REQUESTING A FIELD ORDER

Field Orders are issued by the DGS Regional Office. The Project Professional shall request a Field Order by writing to the appropriate Construction Regional Director or Construction Inspector Manager. As procedure may vary slightly from Region to Region, the Professional should verify exact procedure by contacting the appropriate Region at the beginning of the Project.

Under no circumstances should a Field Order be requested by writing to the Director of Construction, or the Construction Change Order Section in DGS Headquarters (Harrisburg).

CHANGE ORDER CONDITION

Any change to Project Contract which does not meet all of the Field Order criteria, must be documented by issuance of a Change Order.

REQUESTING A CHANGE ORDER

A Change Order may be requested by the Professional, the Professional on behalf of the Using Agency, DGS Personnel, and under limited circumstances, the Contractor.

Depending on the ROUTE PATH of the Change Order, the ORIGINATOR shall initiate the Change Order Request by completing either a REQUEST FOR CHANGE ORDER Form or a REQUEST FOR FAX CHANGE ORDER Form. See other appropriate sections of this PROCEDURE MANUAL for detailed specific instructions.

DEFINING THE DIFFERENT TYPES OF CHANGE ORDERS

DGS offers different types of Change Orders for use in addressing the various situations encountered during a construction project. Basically, these Change Order options can be defined in terms of the appropriate COST TYPE and ROUTE TYPE. Each option will have one COST TYPE and one ROUTE TYPE.

DEFINING THE DIFFERENT COST TYPES

The Change Order COST TYPE defines which cost basis will be used to justify the Change Order's final cost amount. The following table lists the different COST TYPES and their definitions. Specific instruction for providing proper cost basis substantiation is detailed in other manual sections. See manual sections for STEP BY STEP ROUTING INSTRUCTIONS for further reference.

COST TYPE	DEFINITION
EXACT COST	The Contractor, Professional and DGS Region agree on the exact scope and cost to perform the Change Order work.
DISPUTED COST	The Contractor, Professional and DGS Region agree on the exact scope of work, but the Professional and/or the Region disagree with the Contractor's cost to perform the work.
UNIT COST	The Contractor, Professional and DGS Region agree on type of work to be done and Contractor's unit cost to perform the work. The exact quantities of the work can't be determined until the work commences or is completed.
FORCE ACCOUNT	The Contractor, Professional and DGS Region can't determine what exact type of work needs to be done until work commences and/or Contractor's unit costs for performing work are unacceptable to Professional or Region. Work must be performed on a time and material basis.

DEFINING THE DIFFERENT ROUTE TYPES

The Change Order ROUTE TYPE defines the specific path the Change Order will follow from discovery of the change order condition through the subsequent steps of requesting, scoping, pricing, review and authorization/approval. Specific detailed instructions for the three (3) route paths are provided in the manual sections STEP BY STEP ROUTING INSTRUCTIONS. The overall concepts of the three (3) ROUTE TYPES are defined in the following table.

ROUTE TYPE (PATH)	DEFINITION
REGULAR	A Change Order is requested. The Professional is authorized to begin scoping the necessary work required. The completed Change Order Packet is submitted to the Construction Change Order Section. Once the Change Order Packet has been reviewed and approved, the Contractor is authorized to begin the work. The Contractor may invoice upon completion of work.
EMERGENCY (FAX)	A Change Order is requested. The Contractor is authorized to begin the work. The completed Change Order Packet is submitted to the Construction Change Order Section. Once the Change Order Packet has been reviewed and approved, the Contractor may invoice upon completion of work.
EXPEDITED	A Change Order is requested via submittal of the completed Change Order Packet to the Construction Change Order Section. Once the Change Order Packet has been reviewed and approved, the Contractor is authorized to begin the work. The Contractor may invoice upon completion of work.

SELECTING THE APPROPRIATE TYPE OF CHANGE ORDER

In order to request a Change Order, a COST TYPE and ROUTE TYPE must first be selected by the Construction Inspector Supervisor or Manager. This selection shall be based upon the selector's review of the various factors surrounding the change order condition.

DETERMINING THE COST TYPE

The Supervisor/Manager shall first determine a COST TYPE by reviewing the proposed work, the Contractor's ability to price that work and the Contractor's resulting estimate to perform the work against the COST TYPE definitions provided in the manual section DEFINING THE DIFFERENT TYPES OF CHANGE ORDERS. An additional factor which need be considered when selecting a COST TYPE is that FORCE ACCOUNT or UNIT COST work will require DGS monitoring of quantities during performance of the work.

SELECTING THE ROUTE TYPE

Once the COST TYPE has been determined, a ROUTE TYPE may be selected based on review of the CHANGE ORDER ROUTE PARAMETERS. The accompanying table titled SUMMARY OF CHANGE ORDER ROUTE PARAMETERS lists the pre-requisites for each ROUTE TYPE. This table should be used by the selector in making a determination of which ROUTE TYPE may/must be used for the given change order condition.

CHANGE ORDER ROUTE PARAMETERS

The CHANGE ORDER ROUTE PARAMETERS are those change order condition/project factors that will be used to determine which ROUTE TYPE or path will be used for a given Change Order. Those factors are CRITICALITY (TIME ELEMENT), COST TYPE and JOBSITE REPRESENTATION. The fourth factor which will not be discussed, is the selector's preference. This preference may be used for all change order conditions where the factors do not pre-determine use of a particular ROUTE TYPE. The following paragraphs address the pre-determining components of each factor.

CRITICALITY (TIME ELEMENT)

If a change order condition is time critical in that the condition is an emergency or delays the project in some manner, it is essential that the Change Order be issued and the Contractor authorized to begin work as soon as possible. It is therefore recommended that either the EMERGENCY (FAX) or EXPEDITED ROUTES be used for time critical conditions. The EMERGENCY (FAX) ROUTE shall be used for emergency conditions and the EXPEDITED ROUTE shall be used for non-emergency job-delaying conditions. In instances where the EXPEDITED ROUTE can't be implemented (see paragraph on JOBSITE REPRESENTATION), the FAX ROUTE may be used in lieu of the EXPEDITED ROUTE.

COST TYPE

All UNIT COST and FORCE ACCOUNT Change Orders must use the EMERGENCY (FAX) ROUTE. Since the exact cost to perform the work for these types of Change Orders will not be known until the work has been completed, the Contractor needs to be authorized to perform the work prior to the submission of the Change Order Packet. DISPUTED COST Change Orders may not use the EMERGENCY (FAX) ROUTE. The REGULAR and EXPEDITED ROUTES may be used for disputes.

JOBSITE REPRESENTATION

The EXPEDITED ROUTE requires the Construction Inspector Supervisor/Manager to coordinate the "hand-carrying" of signatures on the GSC-1 Form at the job site. Therefore this ROUTE TYPE will only be practical for use on DGS Projects which benefit from full time Contractor, Professional and DGS Inspection job site representation.

SUMMARY OF CHANGE ORDER ROUTE PARAMETERS

PARAMETERS	C/O ROUTE TYPE		
	EMERGENCY (FAX)	EXPEDITED	REGULAR
CRITICALITY (TIME ELEMENT)	Site emergency c/o condition exists and immediate authorization required. <u>or</u> Non-emergency, job-delaying c/o condition exists and EXPEDITED ROUTE can not be used. <u>or</u> Unit cost or force account cost basis is required.	Non-emergency, job delaying c/o condition exists and expedited c/o authorization/approval is required.	Non-emergency, non-job delaying c/o condition exists and c/o may be routed in regular manner.
PERMISSIBLE C/O COST TYPES:			
EXACT COST	YES	YES	YES
DISPUTED COST	NO *(SEE BELOW)	YES	YES
UNIT COST	YES	NO (must use FAX ROUTE)	NO (must use FAX ROUTE)
FORCE ACCOUNT	YES	NO (must use FAX ROUTE)	NO (must use FAX ROUTE)
JOBSITE REPRESENTATION	DGS Inspection Personnel will be required full-time during monitoring of force account work, and will be required to monitor quantities of unit cost work.	It will only be practical to use EXPEDITED ROUTE for those projects where full-time DGS, Contractor and Professional representation exists so that proper coordination of c/o packet may occur. For projects where such representation does not exist, use FAX ROUTE for job-delaying c/o conditions.	N/A
SUMMARY OF KEY PARAMETERS REQUIRED FOR USE	FAX ROUTE <u>must</u> be used for all force account or unit cost c/o's, but <u>may not</u> be used for disputed costs. FAX ROUTE <u>must</u> be used for all emergency c/o conditions where immediate authorization is required. FAX ROUTE <u>may</u> be used for non-emergency job-delaying c/o conditions on projects where EXPEDITED ROUTE may not be performed due to insufficient job site representation.	EXPEDITED ROUTE <u>must</u> be used in lieu of FAX ROUTE (on projects where full-time job site representation exists) for all non-emergency job-delaying c/o conditions. EXPEDITED ROUTE <u>may</u> be used for disputed cost c/o's.	REGULAR ROUTE <u>may not</u> be used for force account or unit cost c/o's but may be used without restriction for any other c/o condition.

*Original estimated cost must be mutually agreeable to all parties. DGS reserves the right to dispute subsequent cost substantiation provided for UNIT COST or

FORCE ACCOUNT Fax Change Orders.

STEP-BY-STEP INSTRUCTIONS - REGULAR ROUTE

The following table lists actions comprising the total beginning to end route for REGULAR ROUTE Change Orders. All actions are to be performed chronologically by STEP NO. except for those items that are identified by a common numeric STEP NO. and differing letter A,B,C etc. These actions shall be performed concurrent with other actions containing the identical numeric STEP NO.

SUMMARY OF STEP-BY-STEP INSTRUCTIONS FOR REGULAR ROUTE C/O'S				
STEP NO.	RESPONSIBLE FOR ACTION	ACTION	REFERENCE MANUAL SECTION:	PG. NO.
1	ORIGINATOR	Identify Change Order Condition.	DETERMINING IF A C/O IS REQUIRED	32
2	ORIGINATOR	Contact Construction Inspector Supervisor/Manager.	COMPLETING THE REQ. FOR C/O FORM	47
3	SUPERVISOR/MANAGER	Evaluate situation and determine that REGULAR ROUTE is appropriate. (See alternate instructions for FAX and EXPEDITED ROUTE if required.)	SELECTING THE APPROPRIATE TYPE OF CHANGE ORDER	34
4	ORIGINATOR	Complete SECTION 1 of REQUEST FOR CHANGE ORDER Form. Forward Form to Professional.	COMPLETING THE REQ. FOR C/O FORM	47
5	PROFESSIONAL	Complete SECTION 2 of REQUEST FOR CHANGE ORDER Form. Forward Form to Director, Bureau of Construction. Provide distribution (copies) as required.	COMPLETING THE REQ. FOR C/O FORM	47
6	BUR. OF CONST. C/O SECTION	Determine validity of Change Order request. Provide appropriate computer data entry. Request funding for Change Order. Upon notification of funding availability, complete SECTION 3 of REQUEST FOR CHANGE ORDER Form and forward to Professional with GSC-1 CONSTRUCTION CHANGE ORDER Form. Provide distribution as required.	COMPLETING THE REQ. FOR C/O FORM COMPLETING THE GSC-1 CONSTRUCTION C/O FORM	47 59
7	PROFESSIONAL	Complete SECTION 1 of GSC-1 CONSTRUCTION CHANGE ORDER Form and forward to Contractor with all scoping reference information including the PROFESSIONAL'S SCOPE LETTER. Provide distribution as required.	COMPLETING THE GSC-1 CONSTRUCTION C/O FORM	59
8A	CONTRACTOR	Complete SECTION 2 of GSC-1 CONSTRUCTION CHANGE ORDER Form and forward (with all previous attachments) to Professional with detailed cost breakdown. Forward copy of GSC-1 and breakdown to the Inspector Supervisor. Provide other distribution as required.	COMPLETING THE GSC-1 CONSTRUCTION C/O FORM PROVIDING COST SUBSTANTIATION/ DET. COST B'DOWN	59 66
8B	REGIONAL CLERICAL PERSONNEL	Provide computer data entry of "GSC-1 PROF. TO CONT." date upon receipt of PROFESSIONAL'S SCOPE LETTER.	DGS REGIONAL REVIEW OF C/O PACKET	44
9A	SUPERVISOR	Review breakdown for completeness and arithmetic	PROVIDING	66

		accuracy. If correct, forward corroborating cost tape to Construction Regional Office. If incorrect, generate and forward alternate dispute basis with corroborating cost tape to Construction Regional Office and distribute copies to Contractor and Professional.	COST SUBSTANTIATION/ DET. COST B'DOWN DGS REGIONAL REVIEW OF C/O PACKET	44
9B	PROFESSIONAL	Complete SECTION 3 of GSC-1 CONSTRUCTION CHANGE ORDER Form. Forward GSC-1 and all accumulated attachments including Professional's cost basis (required for Professional's dispute of Contractor cost only) to the Construction Regional Office. If disputed cost, send copy of Professional's cost basis to Contractor.	COMPLETING THE GSC-1 CONSTRUC. C/O FORM	59
10	REGIONAL CLERICAL PERSONNEL	Provide computer data entry of "GSC-1 CONT. TO PROF. and "GSC-1 PROF. TO REGION" dates upon receipt of GSC-1. Type all Change Order and Project information onto header section of GSC-1. Assemble the Change Order Packet for Manager's review.	DGS REGIONAL REVIEW OF C/O PACKET COMPLETING THE GSC-1 CONSTRUC. C/O FORM	44 59

STEP-BY-STEP INSTRUCTIONS - REGULAR ROUTE (CONT.)

11	MANAGER	Review Change Order Packet for accuracy and completeness. Provide Regional cost basis (required for Regional dispute of Professional and Contractor cost only). Complete the CHANGE ORDER PACKET COVER SHEET and add to front of Change Order Packet.	DGS REGIONAL REVIEW OF C/O PACKET COMPLETING THE C/O PACKET COVER SHEET	44 87
12	REGIONAL DIRECTOR	Complete SECTION 4 of the GSC-1 CONSTRUCTION CHANGE ORDER Form. Review completed Change Order Packet for accuracy and completeness. Sign CHANGE ORDER PACKET COVER SHEET upon completion of review.	COMPLETING THE GSC-1 CONSTRUC. C/O FORM DGS REGIONAL REVIEW OF C/O PACKET	59 44
13	REGIONAL CLERICAL PERSONNEL	Provide computer data entry of "FINAL AMOUNT" cost and "C.O.R.P. REGION TO HBG." date. Forward completed Change Order Packet to Construction Change Order Section.	DGS REGIONAL REVIEW OF C/O PACKET	44
14	BUR. OF CONST. C/O SECTION	Provide necessary computer data entry. Review completed Change Order Packet for accuracy and completeness. Coordinate necessary signatures of GSC-1. Make final determination of cost and cause. Coordinate funding approval for final determined cost. Upon completion of the above, send APPROVAL LETTER to the Contractor authorizing the Change Order work at the determined cost. Make distribution as required.	CHANGE ORDER APPROVAL LETTER	89
15	CONTRACTOR	Perform Change Order work upon receipt of		

	R	APPROVAL LETTER. Upon completion of work, Contractor may invoice for work performed in an amount equal to the final determined cost. If the final determined cost is a disputed cost not acceptable to the Contractor, the Contractor may pursue additional compensation for this work by requesting a Construction Conference.	DISPUTED CHANGE ORDER APPROVAL LETTER	89
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STEP-BY-STEP INSTRUCTIONS - FAX ROUTE

The following table lists actions comprising the total beginning to end route for FAX ROUTE Change Orders. All actions are to be performed chronologically by STEP NO. except for those items that are identified by a common numeric STEP NO. and differing letter A,B,C etc. These actions shall be performed concurrent with other actions containing the identical numeric STEP NO.

SUMMARY OF STEP-BY-STEP INSTRUCTIONS FOR FAX ROUTE C/O'S				
STEP NO.	RESPONSIBLE FOR ACTION	ACTION	REFERENCE MANUAL SECTION:	PG. NO.
1	ORIGINATOR	Identify Change Order Condition.	DETERMINING IF A C/O IS REQUIRED	32
2	ORIGINATOR	Contact Construction Inspector Supervisor/Manager.	COMPLET. THE REQ. FOR FAX C/O FORM	54
3	SUPERVISOR/MANAGER	Evaluate situation and determine that FAX ROUTE is appropriate. (See alternate instructions for REGULAR and EXPEDITED ROUTE if required.)	SELECTING THE APPROPRIATE TYPE OF CHANGE ORDER	34
<p>Note: The SUPERVISOR/MANAGER is responsible for coordinating the completion of the REQUEST FOR FAX CHANGE ORDER Form and all necessary attachments including a complete and detailed scope, reason and cause for change, proper cost substantiation, corroborating cost tape, signatures and monitoring of funding availability. The exact assignment of responsibility and sequence to fax the form around to accomplish this completion will be left up to the discretion of the SUPERVISOR/MANAGER. The following STEP NO. 4 lists suggested assignment responsibility for completion of the REQUEST FOR FAX CHANGE ORDER Form and required attachments. STEP NO. 4 sub-items are listed as concurrent as actual sequencing will be determined by SUPERVISOR/MANAGER.</p>				
4A	SUPERVISOR/MANAGER	<p>Complete SECTION 1 of REQUEST FOR FAX CHANGE ORDER Form.</p> <p>For ACTUAL COST and GUESSTIMATE UNIT COST basis, provide fax copy of cost tape verifying accuracy of detailed cost breakdown supplied by Contractor. (Actual cost tape to be provided with actual subsequent Change Order Packet.)</p> <p>For GUESSTIMATE FORCE ACCOUNT basis, provide letter or equal explaining SUPERVISOR/MANAGER justification for guesstimate cost selected. If cost breakdown from Contractor is being provided in lieu of letter to support guesstimate cost, a fax copy of cost tape must also be provided.</p>	<p>COMPLETING THE REQ. FOR FAX C/O FORM</p> <p>DGS REGIONAL REVIEW OF C/O PACKET</p>	<p>54</p> <p>44</p>

		Provide signature in SECTION 3 of form. (Supervisor/Manager should not sign until Professional and Contractor have signed.)		
4B	PROFESSIONAL	Complete SECTION 2 of REQUEST FOR FAX CHANGE ORDER Form. Provide signature in SECTION 3 of form. Provide copies of scoping information required including sketches and scope letters.	COMPLETING THE REQ. FOR FAX C/O FORM	54
4C	CONTRACTOR	Provide detailed cost breakdown to support ACTUAL COST and GUESSTIMATE UNIT COST bases. Provide input as requested by Supervisor/Manager to support GUESSTIMATE FORCE ACCOUNT basis. Provide signature in SECTION 3 of form.	COMPLETING THE REQ. FOR FAX C/O FORM	54
5	REGIONAL CLERICAL PERSONNEL	Provide computer data entry of: "PROJECT, PART, PHASE, POINT", "C/O DESC.", "FAX START DATE. Under "C/O ROUTE" mark 'X' under FAX (and also mark 'X' under F/A if a Force Account.) For ACTUAL COST basis, enter cost under "FINAL AMOUNT". For GUESS. UNIT COST and GUESS. FORCE ACCOUNT bases, enter cost under "GUESS AMOUNT".	DGS REGIONAL REVIEW OF C/O PACKET	44

STEP-BY-STEP INSTRUCTIONS - FAX ROUTE (CONT.)

6	REGIONAL CLERICAL PERSONNEL	Once a computer COPRH "hard copy" has been received indicating that funds have been answered do the following: If "FUNDS AVAILABLE" has been answered "YES", complete funding availability date in SECTION 4 of the REQUEST FOR FAX CHANGE ORDER Form and fax form and all previously mentioned attachments to the Construction Change Order Section. If "FUNDS AVAILABLE" has been answered "NO", leave the funding availability date blank and fax form and all previously mentioned attachments to the Construction Change Order Section.	DGS REGIONAL REVIEW OF C/O PACKET	44
7	BUR. OF CONST. C/O SECTION	Determine validity of Change Order request. Review completed Fax Packet for completeness and accuracy. If "FUNDS AVAILABLE" has been answered "YES", procure authorization signature and send FAX CHANGE ORDER AUTHORIZATION LETTER to Contractor. Provide distribution as required. If "FUNDS AVAILABLE" has been answered "NO" initiate funding transfer process. Upon receipt of computer COPRH "hard copy" indicating "FUNDS AVAILABLE" has been answered "YES", complete funding availability date in SECTION 4 of the REQUEST FOR FAX CHANGE ORDER Form, procure authorization signature and send FAX	COMPLETING THE REQ. FOR FAX C/O FORM	54

		<p>CHANGE ORDER AUTHORIZATION LETTER to Contractor. Provide distribution as required.</p> <p>Forward copy of FAX CHANGE ORDER AUTHORIZATION LETTER to Professional with GSC-1 CONSTRUCTION CHANGE ORDER Form. Provide distribution as required.</p>		59
			COMPLETING THE GSC-1 CONSTRUCT. C/O FORM	
8	CONTRACTOR	May commence with the Change Order work upon receipt of the FAX CHANGE ORDER AUTHORIZATION LETTER.	FAX C/O AUTHORIZATION LETTER	89
9	PROFESSIONAL	Complete SECTION 1 of GSC-1 CONSTRUCTION CHANGE ORDER Form and forward to Contractor within 5 working days, with all scoping reference information including the PROFESSIONAL'S SCOPE LETTER. Provide distribution as required.	COMPLETING THE GSC-1 CONSTRUCT. C/O FORM	59
10A	CONTRACTOR	<p>Complete SECTION 2 of GSC-1 CONSTRUCTION CHANGE ORDER Form and forward (with all previous attachments) to Professional with proper cost substantiation per the following:</p> <p>For ACTUAL COST basis, provide detailed cost breakdown submitted with REQUEST FOR FAX CHANGE ORDER Form.</p> <p>For GUESSTIMATE UNIT COST basis provide detailed cost breakdown showing actual quantities and revised cost figure if applicable.</p> <p>For GUESSTIMATE FORCE ACCOUNT basis where Force Account Records shall be submitted with C/O Packet, provide all Force Account Daily Work Record Sheets and F/A Summary Detailed Cost Breakdown</p> <p>Forward copy of GSC-1 and copy of detailed [Actual, Unit Cost, or Force Account Summary] cost breakdown to the Inspector Supervisor. (Copies of F/A Daily Work Records need not be sent since copies were kept daily on the job site by Supervisor.) Provide distribution as required.</p>	<p>COMPLETING THE GSC-1 CONSTRUCT. C/O FORM</p> <p>PROV. COST SUBST./DET. COST B'DOWN</p> <p>PROV. COST SUBST./ UNIT COST BREAKDOWN</p> <p>PROV. COST SUBST./FORCE ACCT. RECORDS (SEE OPTIONS FOR SUBMITTING F/A RECORDS)</p> <p>DGS REGIONAL REVIEW OF C/O PACKET</p>	<p>59</p> <p>66</p> <p>74</p> <p>75</p> <p>44</p>

STEP-BY-STEP INSTRUCTIONS - FAX ROUTE (CONT.)

10B	REGIONAL CLERICAL PERSONNEL	Provide computer data entry of "GSC-1 PROF. TO CONT." date upon receipt of PROFESSIONAL'S SCOPE LETTER.	DGS REGIONAL REVIEW OF C/O PACKET	44
11A	SUPERVISOR	Review breakdown for completeness and arithmetic accuracy. (For GUESSTIMATE FORCE ACCOUNT make sure Force Account Summary Detailed Cost Breakdown matches the totals of the Force Account Daily Work Records.) If correct, forward corroborating cost tape to Construction Regional Office. If incorrect, generate and forward alternate *dispute basis with corroborating cost tape to Construction Regional Office and distribute copies to Contractor and Professional. *Note: C/O's using the FAX ROUTE must have an original estimated cost that was mutually agreed to in principle. However, in the event a math error or other indisputable error is discovered in either a GUESSTIMATE UNIT COST or FORCE ACCOUNT basis Fax C/O, or unsubstantiated rental or material unit rate is discovered in a GUESSTIMATE FORCE ACCOUNT Fax C/O, the discrepancy may be handled as a dispute.	PROVIDING COST SUBSTANTIATION/ DET. COST B'DOWN, UNIT COST BREAKDOWN, FORCE ACCOUNT RECORDS DGS REGIONAL REVIEW OF C/O PACKET	66, 74, 75 44
11B	PROFESSIONAL	Complete SECTION 3 of GSC-1 CONSTRUCTION CHANGE ORDER Form. Forward GSC-1 and all accumulated attachments.	COMPLETING THE GSC-1 CONSTRUCT. C/O FORM	59
12	REGIONAL CLERICAL PERSONNEL	Provide computer data entry of "GSC-1 CONT. TO PROF. and "GSC-1 PROF. TO REGION" dates upon receipt of GSC-1. Type all Change Order and Project information onto header section of GSC-1. Assemble the Change Order Packet for Manager's review.	DGS REGIONAL REVIEW OF C/O PACKET COMPLETING THE GSC-1 CONSTRUCT. C/O FORM	44
13	MANAGER	Review Change Order Packet for accuracy and completeness. Provide Regional cost basis (required for Regional dispute of Contractor cost due to discovery of math error or indisputable error). Complete the CHANGE ORDER PACKET COVER SHEET and add to front of Change Order Packet.	DGS REGIONAL REVIEW OF C/O PACKET COMPLETING THE C/O PACKET COVER SHEET	44 87
14	REGIONAL DIRECTOR	Complete SECTION 4 of the GSC-1 CONSTRUCTION CHANGE ORDER Form. Review completed Change Order Packet for accuracy and completeness. Sign CHANGE ORDER PACKET COVER SHEET upon completion of review.	COMPLETING THE GSC-1 CONSTRUCT. C/O FORM DGS REGIONAL REVIEW OF C/O PACKET	59 44
15	REGIONAL CLERICAL PERSONNEL	Provide computer data entry of "FINAL AMOUNT" cost (for GUESSTIMATE UNIT COST and FORCE ACCOUNT basis only) and "C.O.R.P. REGION TO HBG." date. Forward completed Change Order Packet to Construction Change Order Section.	DGS REGIONAL REVIEW OF C/O PACKET	44

16	BUR. OF CONST. C/O SECTION	Provide necessary computer data entry. Review completed Change Order Packet for accuracy and completeness. Coordinate necessary signatures of GSC-1. Make final determination of cost (for GUESSTIMATE UNIT COST and FORCE ACCOUNT only) and cause. Coordinate funding approval for final determined cost (for GUESSTIMATE UNIT COST and FORCE ACCOUNT only). Upon completion of the above, send APPROVAL LETTER to the Contractor approving the Change Order work at the determined cost. Make distribution as required.	CHANGE ORDER APPROVAL LETTER	89
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STEP-BY-STEP INSTRUCTIONS - FAX ROUTE (CONT.)

17	CONTRACTOR	Upon receipt of APPROVAL LETTER, Contractor may:		
		For ACTUAL COST basis C/O's, invoice for work performed in an amount equal to the final cost which will be the originally mutually agreeable authorization cost.	PROV. COST SUBST./ UNIT COST BREAKDOWN	74
		For GUESSTIMATE UNIT COST basis C/O's, invoice for quantities of work approved in the C/O in an amount equal to the final determined cost.	PROV. COST SUBST./FORCE ACCT. RECORDS (SEE OPTIONS FOR SUBMITTING F/A RECORDS)	75
		For GUESSTIMATE FORCE ACCOUNT basis C/O's where Force Account Records have been submitted with the C/O Packet, , invoice for work performed (as identified in the Force Account Records) in an amount equal to the final determined cost.	COMPLETING THE FORCE ACCOUNT RECORDS SUBMITTAL FORM	82
		For GUESSTIMATE FORCE ACCOUNT basis C/O's where Force Account Records will be submitted in batch or batches after the approval of the C/O, begin submittal of Force Account Records. Submit original Force Account Daily Work Records with Force Account Summary Detailed Cost Breakdown to Inspector Supervisor.		89
		If the final determined cost is a disputed cost not acceptable to the Contractor, the Contractor may pursue additional compensation for this work by requesting a Construction Conference.	DISPUTED CHANGE ORDER APPROVAL LETTER	
18	SUPERVISOR	For GUESSTIMATE FORCE ACCOUNT basis C/O's where Force Account Records will be submitted in batch or batches after approval of C/O:	PROV. COST SUBST./FORCE ACCT. RECORDS (SEE OPTIONS FOR SUBMITTING F/A RECORDS)	75
		Review Force Account Summary Detailed Cost Breakdown for completeness and arithmetic accuracy and make sure it matches totals of Force Account Daily Work Records. If correct, complete top portion of Force Account Records Submittal Form and forward with Force Account Daily Work Records, Force Account Summary Detailed Cost Breakdown	COMPLETING THE FORCE	82

		and corroborating cost tape to Construction Change Order Section for review and approval of the submitted batch. If incorrect, generate alternate dispute basis with corroborating cost tape. Complete top portion of Force Account Records Submittal Form and forward with Force Account Daily Work Records, Force Account Summary Cost Breakdown, alternate dispute basis and corroborating cost tape to Change Order Section for review & approval.	ACCOUNT RECORDS SUBMITTAL FORM DGS REGIONAL REVIEW OF C/O PACKET	44
19	BUR. OF CONST. C/O SECTION	Review and approve Force Account Records Submittal batch. Complete bottom section of Force Account Records Submittal Form approving the submitted batch for Contractor invoicing. Send approved copy of Force Account Records Submittal Form to Supervisor to give to Contractor to submit with invoice.		
20	SUPERVISOR	Give approved copy of Force Account Records Submittal Form to Contractor to submit with invoicing.		
21	CONTRACTOR	Upon receipt of the approved copy of the Force Account Records Submittal Form, the Contractor may invoice for work approved in the submittal batch amount equal to the final determined cost. If the final determined cost is a disputed cost not acceptable to the Contractor, the Contractor may pursue additional compensation for this work by requesting a Construction Conference.	COMPLETING THE FORCE ACCOUNT RECORDS SUBMITTAL FORM DISPUTED CHANGE ORDER APPROVAL LETTER	82 89
22		Repeat STEPS 18 thru 22 until all batches have been submitted and Force Account Work has been completed.		

STEP-BY-STEP INSTRUCTIONS - EXPEDITED ROUTE

The following table lists actions comprising the total beginning to end route for EXPEDITED ROUTE Change Orders. All actions are to be performed chronologically by STEP NO. except for those items that are identified by a common numeric STEP NO. and differing letter A,B,C etc. These actions shall be performed concurrent with other actions containing the identical numeric STEP NO.

SUMMARY OF STEP-BY-STEP INSTRUCTIONS FOR EXPEDITED ROUTE C/O'S				
STEP NO.	RESPONSIBLE FOR ACTION	ACTION	REFERENCE MANUAL SECTION:	PG. NO.
1	ORIGINATOR	Identify Change Order Condition.	DETERMINING IF A C/O IS REQUIRED	32
2	ORIGINATOR	Contact Construction Inspector Supervisor/Manager.	COMPLETING THE REQ. FOR C/O FORM	47
3	SUPERVISOR/MANAGER	Evaluate situation and determine that EXPEDITED ROUTE is appropriate. (See alternate instructions for FAX and REGULAR ROUTE if required.)	SELECTING THE APPROPRIATE TYPE OF CHANGE	34

			ORDER	
<p>Note: The SUPERVISOR/MANAGER is responsible for creating and submitting a semi-completed Change Order Packet from the job site which includes partially completed GSC-1 FORM, completed REQUEST FOR CHANGE ORDER Form, proper cost substantiation, corroborating cost tape and all necessary references as attachments. The exact assignment of responsibility and sequence to "hand carry" the assembling packet around to accomplish this completion will be left up to the discretion of the SUPERVISOR/MANAGER. The following STEP NO. 4 lists suggested assignment responsibility. STEP NO. 4 sub-items are listed as concurrent as actual sequencing will be determined by SUPERVISOR/MANAGER.</p>				
4A	ORIGINATOR	Complete SECTION 1 of REQUEST FOR CHANGE ORDER Form. Give Form to Professional.	COMPLETING THE REQ. FOR C/O FORM	47
4B	PROFESSIONAL	Complete SECTION 2 of REQUEST FOR CHANGE ORDER Form. Give Form to Supervisor/Manager.	COMPLETING THE REQ. FOR C/O FORM	47
4C	SUPERVISOR/MANAGER	Upon receipt of REQUEST FOR CHANGE ORDER Form give blank copy of GSC-1 CONSTRUCTION CHANGE ORDER Form to Professional.		
4D	PROFESSIONAL	Complete SECTION 1 of GSC-1 CONSTRUCTION CHANGE ORDER Form and give to Contractor with all scoping reference information. (PROFESSIONAL'S SCOPE LETTER is not required for EXPEDITED ROUTE unless exact scope can not be defined in space provided on GSC-1 Form.)	COMPLETING THE GSC-1 CONSTRUCT. C/O FORM	59
4E	CONTRACTOR	Complete SECTION 2 of GSC-1 CONSTRUCTION CHANGE ORDER Form and give (with all previous attachments) to Professional with detailed cost breakdown.	COMPLETING THE GSC-1 CONSTRUCT. C/O FORM PROVIDING COST SUBSTANTIATION/ DET. COST B'DOWN	59 66
4F	PROFESSIONAL	Complete SECTION 3 of GSC-1 CONSTRUCTION CHANGE ORDER Form. Give GSC-1 and all accumulated attachments including Professional's cost basis (required for Professional's dispute of Contractor cost only) to the Supervisor. If disputed cost, give copy of Professional's cost basis to Contractor.	COMPLETING THE GSC-1 CONSTRUCT. C/O FORM	59
4G	SUPERVISOR	Review breakdown for completeness and arithmetic accuracy. If correct, generate corroborating cost tape. If incorrect, generate alternate dispute basis with corroborating cost tape and give copies to Contractor and Professional. Assemble Change Order Packet which includes partially completed GSC-1 Form, completed REQUEST FOR CHANGE ORDER Form, proper cost substantiation, corroborating cost tape and all necessary references as attachments and forward to Construction Regional Office.	PROVIDING COST SUBSTANTIATION/ DET. COST B'DOWN DGS REGIONAL REVIEW OF C/O PACKET	66 44

STEP-BY-STEP INSTRUCTIONS - EXPEDITED ROUTE (CONT.)

5	REGIONAL CLERICAL PERSONNEL	Provide computer data entry of: "PROJECT, PART, PHASE, POINT", "C/O DESC.",. Under "C/O ROUTE" mark 'X' under "EXP". Provide computer data entry of "CHANGE ORDER REQ." date, "GSC-1 CONT. TO PROF." date, "GSC-1 PROF. TO REGION" date. Type all Change Order and Project information onto header section of GSC-1. Assemble the Change Order Packet for Manager's review.	DGS REGIONAL REVIEW OF C/O PACKET	44
			COMPLETING THE GSC-1 CONSTRUCT. C/O FORM	59
6	MANAGER	Review Change Order Packet for accuracy and completeness. Provide Regional cost basis (required for Regional dispute of Professional and Contractor cost only). Complete the CHANGE ORDER PACKET COVER SHEET and add to front of Change Order Packet.	DGS REGIONAL REVIEW OF C/O PACKET	44
			COMPLETING THE C/O PACKET COVER SHEET	87
7	REGIONAL DIRECTOR	Complete SECTION 4 of the GSC-1 CONSTRUCTION CHANGE ORDER Form. Review completed Change Order Packet for accuracy and completeness. Sign CHANGE ORDER PACKET COVER SHEET upon completion of review.	COMPLETING THE GSC-1 CONSTRUCT. C/O FORM DGS REGIONAL REVIEW OF C/O PACKET	59
8	REGIONAL CLERICAL PERSONNEL	Provide computer data entry of "FINAL AMOUNT" cost and "C.O.R.P. REGION TO HBG." date. Forward completed Change Order Packet to Construction Change Order Section.	DGS REGIONAL REVIEW OF C/O PACKET	44
9	BUR. OF CONST. C/O SECTION	Provide necessary computer data entry. Review completed Change Order Packet for accuracy and completeness. Coordinate necessary signatures of GSC-1. Make final determination of cost and cause. Coordinate funding approval for final determined cost. Upon completion of the above, send APPROVAL LETTER to the Contractor authorizing the Change Order work at the determined cost. Make distribution as required.	CHANGE ORDER APPROVAL LETTER	89
10	CONTRACTOR	Perform Change Order work upon receipt of APPROVAL LETTER. Upon completion of work, Contractor may invoice for work performed in an amount equal to the final determined cost. If the final determined cost is a disputed cost not acceptable to the Contractor, the Contractor may pursue additional compensation for this work by requesting a Construction Conference.	DISPUTED CHANGE ORDER APPROVAL LETTER	89

DGS REGIONAL REVIEW OF CHANGE ORDER PACKET

The purpose of this manual section is to provide further instruction for those step items listed as Regional responsibilities in the manual sections showing step-by-step instruction for REGULAR, EXPEDITED and FAX ROUTES.

CONSTRUCTION INSPECTOR SUPERVISOR COST REVIEW

The Supervisor shall check the detailed cost breakdown and verify its accuracy and its conformance to procedure as established in manual section PROVIDING COST SUBSTANTIATION/DETAILED COST BREAKDOWN.

If the Supervisor determines that the Contractor has properly followed procedure, that all costs are proper and warranted, a cost tape shall be generated as verification of the Contractor's breakdown total. The cost tape shall then be forwarded to the Regional Office.

Any inaccurate information discovered in the cost breakdown that may be corrected by the Supervisor such as math errors, incorrect application of overhead and profit, burden, and/or bond rate adjustment should be adjusted by the Supervisor in lieu of returning it to the Contractor for correction. Correction shall be made by marking up a copy of the detailed breakdown and generating a cost tape to support the revised cost. The resulting alternate cost basis should be forwarded to the Regional Office with copies to the Contractor and Professional. If a particular Contractor continues to make repeated identical correctable errors in Change Order after Change Order, the Supervisor should notify the Contractor about the repeated errors and advise that future instances will result in returns for Contractor correction.

Any missing, incomplete, or improper information that can not be corrected by the Supervisor should be referred back to the Contractor for correction. Examples of such information include failure of Contractor to provide verification of labor/burden rates with first C/O under contract, failure of Contractor to provide proper explanation/verification for types and quantities of material, labor, equipment or subcontractor's items claimed, and failure of Contractor to offer the most favorable equipment rate applicable to the work duration. One attempt should be made to procure this missing information in a timely matter. If this information can not be provided in a timely manner, the Supervisor should generate a cost tape to support the Contractor's original breakdown and submit to Regional Office with a note or letter indicating what items the Contractor has failed to provide.

MANAGER / REGIONAL DIRECTOR C/O PACKET REVIEW

The completed Change Order Packet shall contain and be arranged in the following order: 1.) C/O Packet Cover Sheet, 2.) Fax Change Order Authorization letter (if applicable), 3.) Request For Fax Change Order Form (if applicable), 4.) Contractor's cost basis, alternate (disputed) cost bases (if applicable) and cost tape supporting the recommended cost, 5.) Professional's Scope Letter (not required for EXPEDITED), 6.) applicable drawings, sketches, specification section references, 7.) Request For Change Order Form (if applicable), 8.) Using Agency letters, 9.) RFI's, 10.) reference correspondence and 11.) the completed GSC-1 Form.

If a Change Order is disputed, a cost tape need only be provided for the recommended cost, but all cost bases must be provided including the Contractor's basis and all disputed bases.

In all instances, the Region's recommended cost shall agree with the cost tape provided in the C/O Packet and that cost shall be entered in the cost amount section of the Cover Sheet. If the recommended cost is different from the Contractor's or Professional's recommendations, the Region will have to include an alternate cost basis as generated by the Supervisor or Manager and the resultant cost listed in SECTION 4 of the GSC-1 Form. If the Manager's/Regional Director's recommendation is a different cost than that supplied by the Supervisor, the Manager will be required to generate a cost tape to support the recommended cost basis.

If a math error or round off error is discovered in an otherwise recommendable Contractor's cost breakdown and the error results in a discrepancy less than \$1.00, the Region shall recommend the Contractor's cost, as is, without correction. The discrepancy shall be mentioned in the Regional Comments section of the C/O Packet Cover Sheet.

If the error results in a discrepancy greater than \$1.00, the discrepancy shall be treated as a dispute with an alternate cost basis and cost tape generated to support the revised cost. The lone exception to this would be if a math error greater than \$1.00 is discovered in the final cost breakdown of a previously approved ACTUAL COST Fax Change Order. Once the ACTUAL COST Fax Change Order has been approved in a given cost amount, that amount can not be adjusted by DGS or the Contractor unless the scope of the Change Order is revised during evolution of the Change Order.

Corrections to the scope of the Change Order shall not be made on the GSC-1 Form but rather should be made in the description section of the C/O Packet Cover Sheet with explanation in the Regional Comments section of the Cover Sheet.

REGIONAL CLERICAL COMPUTER DATA ENTRY & C/O PROCESSING

Regional Clerical Personnel will be responsible for entering date tracking into the FoxPro Change Order System and process Change Orders through the Region per the following:

REGULAR CHANGE ORDERS

Upon receipt of copy of Professional's Scope Letter:

1. Enter 'GSC-1 PROF. TO CONT.' date (use date shown on Scope Letter)

Upon receipt of GSC-1 Form:

1. Enter 'GSC-1 CONT. TO PROF.' date (use date of Contractor signature on GSC-1 Form)
2. Enter 'GSC-1 PROF. TO REGION' date (use date of Professional signature on GSC-1 Form)
3. Type all C/O & Project Info. onto GSC-1 Form header section
4. Assemble C/O Packet for Manager Review as per directions in paragraph titled MANAGER/REGIONAL DIRECTOR C/O PACKET REVIEW

Upon completion of Manager/Regional Director review:

1. Enter Region's recommended cost as 'FINAL AMOUNT' cost
2. Enter 'C.O.R.P. REGION TO HBG.' date (use date of Const. Reg. Director signature on GSC-1 Form)
3. Forward completed C/O Packet to Change Order Section

FAX CHANGE ORDERS

Upon receipt of Fax C/O Packet:

1. Enter 'PROJECT.', 'PART', 'PHASE', 'POINT'
2. Enter under 'C/O ROUTE' an 'X' under 'FAX' (and an 'X' under 'F/A' if a Force Account)
3. Enter 'C/O DESC.'
4. Enter 'FAX START' date (use date on SECTION 1 of Request For Fax Change Order Form)
5. For ACTUAL COST basis Fax C/O enter *cost under 'FINAL AMOUNT'
6. For GUESSTIMATE UNIT COST and FORCE ACCOUNT basis Fax C/O enter *cost under 'GUESS AMOUNT'
7. Enter 'PROF'S. CAUSE CODE'

* Costs shall not be entered in computer until cost has been verified correct by generation of cost tape and comparison to provided cost substantiation

Upon receipt of COPRH (hard copy) sheet indicating Fiscal Unit's answering of Funds:

1. If 'FUNDS AVAILABLE' has been answered 'YES,' complete funding availability date in SECTION 4 of Request For Fax Change Order Form and fax form, cost breakdown, cost tape and all other scoping information to the Change Order Section
2. If 'FUNDS AVAILABLE' has been answered 'NO,' leave funding availability date in SECTION 4 of Request For Fax Change Order Form blank and fax form, cost breakdown, cost tape and all other scoping information to the Change Order Section

Upon receipt of copy of Professional's Scope Letter:

1. Enter 'GSC-1 PROF. TO CONT.' date (use date shown on Scope Letter)

Upon receipt of GSC-1 Form:

1. Enter 'GSC-1 CONT. TO PROF.' date (use date of Contractor signature on GSC-1 Form)
2. Enter 'GSC-1 PROF. TO REGION' date (use date of Professional signature on GSC-1 Form)
3. Type all C/O & Project Info. onto GSC-1 Form header section
4. Assemble C/O Packet for Manager Review per previously explained assembly

Upon completion of Manager/Reg. Director review:

1. Enter Region's recommended cost as 'FINAL AMOUNT' cost (for GUESSTIMATE UNIT COST and FORCE ACCOUNT basis Fax C/O's only)
2. Enter 'C.O.R.P. REGION TO HBG.' date (use date of Const. Reg. Director signature on GSC-1 Form)
3. Forward completed C/O Packet to Change Order Section

EXPEDITED CHANGE ORDERS

Upon receipt of GSC-1 Form and partially completed C/O packet:

1. Enter 'PROJECT.', 'PART', 'PHASE', 'POINT'
2. Enter under 'C/O ROUTE' an 'X' under 'EXP'
3. Enter 'C/O DESC.'
4. Enter 'CHANGE ORDER REQ.' date (use most recent date shown on Request For Change Order Form)
5. Enter 'GSC-1 CONT. TO PROF.' date (use date of Contractor signature on GSC-1 Form)
6. Enter 'GSC-1 PROF. TO REGION' date (use date of Professional signature on GSC-1 Form)
7. Type all C/O & Project Info. onto GSC-1 Form header section
8. Assemble C/O Packet for Manager Review per previously explained assembly (note: Professional's Scope Letter is not required for EXPEDITED C/O)

Upon completion of Manager/Reg. Director review:

1. Enter Region's recommended cost as 'FINAL AMOUNT' cost
2. Enter 'C.O.R.P. REGION TO HBG.' date (use date of Const. Reg. Director signature on GSC-1 Form)
3. Forward completed C/O Packet to Change Order Section

COMPLETING THE REQUEST FOR CHANGE ORDER FORM

WHEN IS THIS FORM REQUIRED?

This form is required to initiate any Change Order that is desired to be routed by either the REGULAR or EXPEDITED ROUTE PATH. All Change Orders desired to be routed by the EMERGENCY (FAX) ROUTE PATH need be initiated by completion of the REQUEST FOR FAX CHANGE ORDER Form.

SECTION 1

ORIGINATOR

This SECTION is to be completed by the ORIGINATOR of the Change Order Request. The following is a list of those individuals who may serve as ORIGINATOR and the limitations on each:

PROFESSIONAL

The Professional may originate a REQUEST FOR CHANGE ORDER Form at any time without limitation.

DGS

DGS Regional Inspection Personnel, Regional Director, Director of Construction, and DGS Legal may originate a REQUEST FOR CHANGE ORDER Form at any time without limitation.

PROFESSIONAL FOR USING AGENCY

The Professional may originate a REQUEST FOR CHANGE ORDER Form on behalf of the Using Agency at any time. The Professional must include with the REQUEST FOR CHANGE ORDER Form, a copy of a business letter from the Using Agency authorizing figure to the Professional, written on Using Agency letterhead paper, corroborating that the Using Agency is requesting the specific change.

CONTRACTOR

The Contractor may serve as ORIGINATOR only if one of the following scenarios applies:

The Contractor has been denied, in writing, a Change Order by the Professional, for a condition which the Contractor feels is a legitimate change to the Contract scope of work.

The Professional has been totally unresponsive in addressing the Contractor's previous multiple correspondence regarding the subject condition.

For all Change Order requests originated by the Contractor, the Contractor must include with the REQUEST FOR CHANGE ORDER Form, the following information:

- A cost breakdown indicating what the cost of this Change Order would be if initiated.
- A copy of the Professional's rejection letter (if applicable).
- A letter providing the Contractor's total counter-argument to the Professional's rejection (if applicable).

Failure to provide this information will most likely result in DGS' rejection of this request.

REGULAR OR EXPEDITED ROUTE?

It is the responsibility of the ORIGINATOR to coordinate with the appropriate Construction Inspector Supervisor or Manager, prior to initiating the REQUEST FOR CHANGE ORDER Form, to determine if the Change Order needs to be processed via the EXPEDITED ROUTE, or can be routed the REGULAR ROUTE.

The decision on which way to route a particular Change Order will be made by the Supervisor/Manager based on his/her interpretation of all the factors surrounding the Change Order Condition and comparing them to the requirement criteria for the various CHANGE ORDER ROUTES provided elsewhere in this manual.

The determination as to whether the Construction Inspector Manager or the Construction Inspector Supervisor is delegated the responsibility for making this decision for a particular project, shall be made at the discretion of the Construction Regional Director. The Region should then notify all those concerned who to contact to receive CHANGE ORDER ROUTE information.

DESCRIPTION OF WORK (SCOPE)

The Originator shall describe in detail what exact change from original contract is being requested. If the description cannot be confined to DESCRIPTION OF WORK block in SECTION 1 of the REQUEST FOR CHANGE ORDER Form, the description should be continued in SECTION 1 of the REQUEST FOR CHANGE ORDER CONTINUATION SHEET.

The description should include all reference drawings, sketches, specification sections, Professional scoping letters necessary to define the scope of work.

If any new work is being requested in lieu of specified contract work, the ORIGINATOR should clearly define both the requested (new) and the superseded (specified) work.

ORIGINATOR NAME, SIGNATURE, COMPANY, ADDRESS

ORIGINATOR shall provide name, signature, company (or agency) name and address where requested.

FORWARDING THE FORM FOR FURTHER PROCESSING

The Professional as ORIGINATOR shall continue processing of REQUEST FOR CHANGE ORDER Form and complete SECTION 2 as follows.

All other ORIGINATORS (Contractor, Using Agency, DGS Personnel) shall complete SECTION 1 only and forward REQUEST FOR CHANGE ORDER Form to Professional for further processing. The Contractor as ORIGINATOR shall send a photocopy of the REQUEST FOR CHANGE ORDER Form (with SECTION 1 complete) and attachments to the Director of Construction, so that the Professional's processing of the form may be monitored for promptness.

SECTION 2

This SECTION is to be completed by the PROFESSIONAL. DGS expects the PROFESSIONAL to promptly process all Request Forms originated from another source even if in disagreement with the request. Failure to provide this promptness may result in a negative Professional evaluation.

PROFESSIONAL'S CONCURRENCE WITH CHANGE ORDER

If the PROFESSIONAL disagrees with the need, benefit, or legitimacy of any given REQUEST FOR CHANGE ORDER, he/she must indicate this disagreement by providing explanation of reason where requested. All REQUEST FOR CHANGE ORDER Forms received by DGS without such explanation will be assumed agreeable to the PROFESSIONAL.

REVISED DESCRIPTION OF WORK (IF REQUIRED)

If the description of work provided in SECTION 1 is determined by the PROFESSIONAL to be incorrect or incomplete, the PROFESSIONAL shall provide a revised description. If the description revision cannot be confined to the REVISED DESCRIPTION OF WORK block in SECTION 2 of the REQUEST FOR CHANGE ORDER Form, the description should be continued in SECTION 2 of the REQUEST FOR CHANGE ORDER CONTINUATION SHEET.

Descriptions shall be provided per procedure defined under SECTION 1-DESCRIPTION OF WORK (SCOPE).

WHAT IS THE CAUSE OF THIS CHANGE ORDER?

The PROFESSIONAL is required to provide an opinion as to the reason that the Change Order is required. The Professional must select one of the five CAUSE CHOICES listed below and provide detailed explanation supporting that choice. This information shall be provided in the THIS CHANGE ORDER IS A DIRECT RESULT OF block and the EXPLAIN CAUSE CHOICE block.

CAUSE CHOICE	DEFINITION	REQUIREMENTS
Request of Using Agency	Any Change Order requested by the Using Agency that could not be processed as a Professional's E/O, Post Design Code Revision, or Unforeseen Condition.	A corroborating letter from the Using Agency to the Professional, written on official Agency letterhead paper, <u>must</u> be provided with the REQUEST FOR CHANGE ORDER Form.
Post Design Code Revision	Any Change Order required due to a revision to governing design code made by coding authorities in a time period after design/bid of the project.	The Professional shall provide the proper reference of the specific code document and section in the EXPLAIN CAUSE CHOICE section on the REQUEST FOR CHANGE ORDER Form.
Prof's. Error or Omission	Any Change Order required due to a Professional's omission or error in the Project Drawings and/or Specifications.	The Professional shall provide clear and complete explanation of the omission/error in the EXPLAIN CAUSE CHOICE section on the REQUEST FOR CHANGE ORDER Form.
Unforeseen Condition	Any Change Order required due to a job condition discovered that, either could not have been determined by the Professional during the original Project Survey, or did not occur until after the Project was bid.	The Professional shall provide clear and complete explanation of what the job condition was and why it could not have been discovered during original Project Survey in the EXPLAIN CAUSE CHOICE section on the REQUEST FOR CHANGE ORDER Form.
Other	Any Change Order required due to a circumstance that can not be classified under one of the above cause choices.	The Professional shall provide clear and complete explanation defining this circumstance in the EXPLAIN CAUSE CHOICE section on the REQUEST FOR CHANGE ORDER Form.

It should be made clear that the CAUSE CHOICE provided is the opinion of the PROFESSIONAL and may or may not represent the views of DGS. DGS' signature on the REQUEST FOR CHANGE ORDER Form does not constitute approval of or agreement with this CAUSE CHOICE. DGS will subsequently review the completed Change Order Packet and make a final determination on CAUSE CHOICE and Professional's Fee based on all applicable factors including input provided by the PROFESSIONAL.

PROFESSIONAL'S GUESSTIMATE OF COST

The PROFESSIONAL must provide its best estimate of what the cost to perform the subject Change order work will be, provided that the Change Order is being routed the REGULAR route. For all Change Orders routed EXPEDITED, the PROFESSIONAL'S GUESSTIMATE is not required.

DGS will secure Project Funds based on this GUESSTIMATE amount, so the PROFESSIONAL should use whatever means are necessary to provide the most accurate GUESSTIMATE possible. In the event an exact cost figure can not be obtained, it is recommended that the GUESSTIMATE provided be conservative (higher than probable actual cost).

In the event the PROFESSIONAL disagrees with the need or legitimacy of the subject Change Order, they are still required to provide a GUESSTIMATE cost to perform that work. That GUESSTIMATE shall be based solely on the cost value of the work. The legitimacy of the Change Order request shall have no bearing on this GUESSTIMATE cost figure. DGS reserves the right to secure funds at the Contractor's cost breakdown figure in lieu of the PROFESSIONAL'S GUESSTIMATE cost figure for any Contractor originated Change Order request disputed by the PROFESSIONAL.

PROFESSIONAL NAME, SIGNATURE, ADDRESS, PHONE NO., FAX NO.

PROFESSIONAL shall provide company name, signature, address and phone and fax numbers where requested.

FORWARDING THE FORM FOR FURTHER PROCESSING

The PROFESSIONAL shall forward the REQUEST FOR CHANGE ORDER Form and all required attachments as detailed herein, to the Director, Bureau of Construction (address provided on form) for all Change Orders that will be routed REGULAR. The PROFESSIONAL shall send photocopies of the completed form to the Construction Inspector Supervisor (job site), the Construction Inspector Manager (Regional Office) and the Using Agency.

The PROFESSIONAL shall forward the REQUEST FOR CHANGE ORDER Form and all required attachments as detailed herein, to the appropriate Construction Inspector Supervisor/Manager for all Change Orders that will be routed EXPEDITED. The PROFESSIONAL shall send photocopies of the completed form to the Director of Construction and the Using Agency.

SECTION 3

This SECTION is to be completed by the Construction Change Order Section.

CHANGE ORDER SECTION PROCESSING OF REQUEST

REGULAR ROUTE REQUEST

All REQUEST FOR CHANGE ORDER Forms routed REGULAR will be reviewed by the Bureau of Construction Change Order Section once received from the PROFESSIONAL. If the Construction Change Order Section determines through its review process that a Change Order is warranted, it will do the following:

- Assign a Change Order No. to the Change Order. Under no circumstances shall anyone else in the Change Order process assign a No. to the Change Order.
- Request Project Funding for the Change Order
- Upon confirmation of availability of funds (in the guesstimate amount), issue a signed copy of the REQUEST FOR CHANGE ORDER Form and GSC-1 CONSTRUCTION CHANGE ORDER Form (and instructions) back to the PROFESSIONAL to serve as authorization to begin preparing the scope-of-work. Directions for completion of the GSC-1 CONSTRUCTION CHANGE ORDER Form are provided elsewhere in this manual.

If the Construction Change Order Section determines through its review process that a Change Order is not warranted, a denial letter will be sent to the Contractor by the Director, Bureau of Construction. This letter will give specific reason for the denial and explain the Contractor's options for pursuing further action.

The Construction Change Order Section will provide distribution of all mentioned correspondence to all individuals involved in the Change Order process.

EXPEDITED ROUTE REQUEST

All REQUEST FOR CHANGE ORDER Forms routed EXPEDITED will be reviewed by the Bureau of Construction Change Order Section once received (along with the final CHANGE ORDER PACKET) from the Bureau of Construction Regional Office. If the Construction Change Order Section determines through its review process that a Change Order is warranted, it will do the following:

- Upon confirmation of availability of *funds (in the final cost amount), issue a signed copy of the REQUEST FOR CHANGE ORDER Form along with an authorization letter which authorizes the Contractor to begin the Change Order work.

*Note: The Bureau of Construction Regional Office will issue a Change Order No. and request Project Funding for the Change Order prior to submitting the REQUEST FOR CHANGE ORDER Form and CHANGE ORDER PACKET to the Construction Change Order Section for review.

If the Construction Change Order Section determines through its review process that a Change Order is not warranted, a denial letter will be sent to the Contractor by the Director, Bureau of Construction. This letter will give specific reason for the denial and explain the Contractor's options for pursuing further action.

The Construction Change Order Section will provide distribution of all mentioned correspondence to all individuals involved in the Change Order process.

Commonwealth of Pennsylvania Department of General Services Construction Change Order Section 18th & Herr Streets Harrisburg, Pennsylvania 17120	Request for Change Order Continuation Sheet	Project No. _____ Phase _____ Part _____	Change Order No. _____
		Contract No. _____	Page ____ of ____
Project Title _____			
Location _____			

SECTION 1- TO BE COMPLETED BY ORIGINATOR (PROFESSIONAL, CONTRACTOR, OR DGS)

(Description of Work- continued from Page 1):

SECTION 2- TO BE COMPLETED BY PROFESSIONAL

(Revised Description of Work- continued from Page 1):

COMPLETING THE REQUEST FOR FAX CHANGE ORDER FORM

WHEN IS THIS FORM REQUIRED?

This form is required to initiate any Change Order that is desired to be routed by the FAX ROUTE PATH. All Change Orders desired to be routed by the REGULAR OR EXPEDITED ROUTE PATH need be initiated by completion of the REQUEST FOR CHANGE ORDER Form.

The decision on which way to route a particular Change Order will be made by the Supervisor/Manager based on his/her interpretation of all the factors surrounding the Change Order Condition and comparing them to the requirement criteria for the various CHANGE ORDER ROUTES provided elsewhere in this manual.

The determination as to whether the Construction Inspector Manager or the Construction Inspector Supervisor is delegated the responsibility for making this decision for a particular project, shall be made at the discretion of the Construction Regional Director. The Region should then notify all those concerned who to contact to receive CHANGE ORDER ROUTE information.

SECTION 1

This SECTION is to be completed by the CONSTRUCTION INSPECTOR SUPERVISOR OR MANAGER for the particular project. The SUPERVISOR/MANAGER will serve as ORIGINATOR for all REQUEST FOR FAX CHANGE ORDER Forms.

CHANGE ORDER COST AMOUNT

The SUPERVISOR/MANAGER shall provide the CHANGE ORDER COST AMOUNT and indicate which of the following three (3) scenarios the COST represents. If the Change Order condition can not be represented by one of these scenarios, the Change Order can not be routed as a FAX CHANGE ORDER.

ACTUAL COST

This selection shall be chosen anytime the exact scope and cost for doing the Change Order work is known at the time the request is made and the Contractor can provide a detailed cost breakdown to substantiate this cost. If the exact scope and cost can not be determined at this time, this selection must not be made. If this selection is made, DGS will consider this cost to be the final binding cost for this Change Order unless an unforeseen change in scope occurs during the performance of the Change Order work. If the scope of work does change, the change in scope and cost must be reflected on the GSC-1 CONSTRUCTION CHANGE ORDER Form so that proper adjustment can be made by the Construction Change Order Section.

GUESSTIMATE-UNIT COST BASIS

This selection shall be chosen if the exact type of work is known, unit prices for performing this work can be established and provided in a detailed Contractor's cost breakdown, and the only unknown at the time of the request is the total quantity of work to be performed. The SUPERVISOR/MANAGER shall determine an assumed worst case quantity of work in consultation with the Contractor and Professional and the Contractor shall submit a cost breakdown to establish the guesstimate cost based on the known unit prices and assumed quantities of work. DGS will not consider this cost to be the final cost for the Change Order. The SUPERVISOR/MANAGER shall have DGS Inspectors monitor the Change Order work and document the exact quantities of work. Once the quantities have been established, the final quantities and cost must be reflected on the GSC-1 CONSTRUCTION CHANGE ORDER Form so that proper adjustment can be made by the Construction Change Order Section.

GUESSTIMATE-FORCE ACCOUNT BASIS

This selection shall be chosen if the exact type of work required or methods to perform that work can not be determined at the time of the request, or if DGS requests that the Change Order work be done on a time and material basis in order to ensure a proper cost for the Change Order work. The SUPERVISOR/MANAGER shall determine a worst case guesstimate cost and provide a written basis for that cost to accompany the REQUEST FOR FAX CHANGE ORDER Form. Upon receipt of the REQUEST FORM, DGS will authorize the Contractor to begin the Change Order work on a Force Account Basis. Force Account Records will be maintained by the Contractor and DGS Inspectors in accordance with established procedures addressed elsewhere in this manual. Should the guesstimate cost need be exceeded in performing this work, supplemental Force Account Change Order(s) will be requested and authorized to continue the work in progress up through completion of the work.

DESCRIPTION OF WORK (SCOPE)

The SUPERVISOR/MANAGER shall describe in detail what exact change from original contract is being requested. If the description cannot be clearly and completely defined in the DESCRIPTION OF WORK block in SECTION 1 of the REQUEST FOR FAX CHANGE ORDER Form, a general description should be provided in this block and a separate Professional's scoping letter detailing the exact scope of work must be provided to accompany the Request Form.

The description should include all reference drawings, sketches, specification sections, necessary to accurately define the scope of work.

If any new work is being requested in lieu of specified contract work, the SUPERVISOR/MANAGER should clearly define both the requested (new) and the superseded (specified) work.

FORWARDING THE FORM FOR FURTHER PROCESSING

The routing of the REQUEST FOR FAX CHANGE ORDER Form for completion of SECTIONS 2 & 3 shall be conducted by the SUPERVISOR/MANAGER or REGIONAL OFFICE via fax machine. The order of routing shall be at the discretion of the SUPERVISOR/MANAGER.

SECTION 2

This SECTION is to be completed by the PROFESSIONAL.

WHAT IS THE CAUSE OF THIS CHANGE ORDER?

The PROFESSIONAL is required to provide an opinion as to the reason that the Change Order is required. The Professional must select one of the five CAUSE CHOICES listed below and provide detailed explanation supporting that choice. This information shall be provided in the THIS CHANGE ORDER IS A DIRECT RESULT OF block and the EXPLAIN CAUSE CHOICE block.

CAUSE CHOICE	DEFINITION	REQUIREMENTS
Request of Using Agency	Any Change Order requested by the Using Agency that could not be processed as a Professional's E/O, Post Design Code Revision, or Unforeseen Condition.	A corroborating letter from the Using Agency to the Professional, written on official Agency letterhead paper, <u>must</u> be provided with the REQUEST FOR FAX CHANGE ORDER Form.
Post Design Code Revision	Any Change Order required due to a revision to governing design code made by coding authorities in a time period after design/bid of the project.	The Professional shall provide the proper reference of the specific code document and section in the EXPLAIN CAUSE CHOICE section on the REQUEST FOR FAX CHANGE ORDER Form.
Prof's. Error or Omission	Any Change Order required due to a Professional's omission or error in the Project Drawings and/or Specifications.	The Professional shall provide clear and complete explanation of the omission/error in the EXPLAIN CAUSE CHOICE section on the REQUEST FOR FAX CHANGE ORDER Form.

Unforeseen Condition	Any Change Order required due to a job condition discovered that, either could not have been determined by the Professional during the original Project Survey, or did not occur until after the Project was bid.	The Professional shall provide clear and complete explanation of what the job condition was and why it could not have been discovered during original Project Survey in the EXPLAIN CAUSE CHOICE section on the REQUEST FOR FAX CHANGE ORDER Form.
Other	Any Change Order required due to a circumstance that can not be classified under one of the above cause choices.	The Professional shall provide clear and complete explanation defining this circumstance in the EXPLAIN CAUSE CHOICE section on the REQUEST FOR FAX CHANGE ORDER Form.

It should be made clear that the CAUSE CHOICE provided is the opinion of the PROFESSIONAL and may or may not represent the views of DGS. DGS' signature on the REQUEST FOR FAX CHANGE ORDER Form does not constitute approval of or agreement with this CAUSE CHOICE. DGS will subsequently review the completed Change Order Packet and make a final determination on CAUSE CHOICE and Professional's Fee based on all applicable factors including input provided by the PROFESSIONAL.

SECTION 3

SIGNATURES OF CONTRACTOR, PROFESSIONAL AND SUPERVISOR/MANAGER

The REQUEST FOR FAX CHANGE ORDER Form must contain the names and signatures of the CONTRACTOR, PROFESSIONAL and SUPERVISOR/MANAGER as concurrence that all parties are in agreement with the referenced scope and cost of the proposed Change Order work with the following exception:

In the event that the SUPERVISOR/MANAGER has selected the Change Order to be done on a Force Account Basis, it will not be necessary to obtain the CONTRACTOR's signature of concurrence as DGS reserves the right to direct Change Order work be done on this basis to ensure proper costs.

All signatures including that of the CONTRACTOR shall be procured by the SUPERVISOR/MANAGER prior to receiving notice of funding availability from Public Works Fiscal Unit. SUPERVISOR/MANAGER signature shall not be given until CONTRACTOR and PROFESSIONAL signatures have been obtained.

SECTION 4

This SECTION is to be completed by REGIONAL OFFICE personnel.

FUNDING AVAILABILITY

REGIONAL OFFICE personnel shall enter the date that Project Funds have been answered available. If funds are answered unavailable, funding transfer is required. See STEP NOS. 6 & 7 of STEP-BY-STEP INSTRUCTIONS-FAX ROUTE for direction.

FORWARDING THE FORM FOR FURTHER PROCESSING

Once SECTIONS 1 thru 4 of the REQUEST FOR FAX CHANGE ORDER Form have been completed (SECTIONS 1 thru 3 if funds are answered unavailable), it should be faxed to the Construction Change Order Section for review and approval. The following information must accompany the form:

- A copy of the Contractor's detailed Cost Breakdown (for ACTUAL COST or GUESSTIMATE-UNIT COST BASIS) or SUPERVISOR/MANAGER's explanation of cost (for GUESSTIMATE-FORCE ACCOUNT BASIS). See requirement criteria for PROVIDING COST SUBSTANTIATION provided elsewhere in this manual.
- A photocopy of a cost breakdown tape supporting the Contractor's Breakdown cost (for ACTUAL COST or GUESSTIMATE-UNIT COST BASIS).

- A copy of the Professional's Scope Letter (and other pertinent correspondence) if applicable.

All forms received by the Construction Change Order Section without the above information attached will be faxed back to the REGIONAL OFFICE for correction prior to review and approval.

CHANGE ORDER SECTION PROCESSING OF FAX REQUEST

All REQUEST FOR FAX CHANGE ORDER Forms will be reviewed by the Bureau of Construction Change Order Section once received from the REGIONAL OFFICE. If the Construction Change Order Section determines through its review process that a Change Order is warranted, it will do the following:

- Issue a letter to the CONTRACTOR authorizing and directing commencement of the Change Order work.
- Issue a copy of the authorization letter to the PROFESSIONAL along with the GSC-1 CONSTRUCTION CHANGE ORDER Form to continue processing of the Change Order. Directions for completion of the GSC-1 CONSTRUCTION CHANGE ORDER Form are provided elsewhere in this manual.

If the Construction Change Order Section determines through its review process that a Change Order is not warranted, a denial letter will be sent to the Contractor by the Director, Bureau of Construction. This letter will give specific reason for the denial and explain the Contractor's options for pursuing further action.

The Construction Change Order Section will provide distribution of all mentioned correspondence to all individuals involved in the Change Order process.

Commonwealth of Pennsylvania Department of General Services Construction Change Order Section 18th & Herr Streets Harrisburg, Pennsylvania 17125	Request for Fax Change Order	Project No. _____ Phase _____ Part _____	Change Order No. _____
		Contract No. _____	
		Project Title _____	
		Location _____	Page 1 of _____

SECTION 1- TO BE COMPLETED BY CONSTRUCTION INSPECTOR SUPERVISOR/MANAGER

CHANGE ORDER COST AMOUNT: DATE:

The cost amount for this Fax Change Order Request represents the following: (select one only)

This is the ACTUAL COST to perform this work and the Contractor's Cost Breakdown is provided as substantiation.

This is a GUESSTIMATE COST to perform this work based on known unit prices multiplied by an assumed quantity of work which cannot be determined prior to performance of work. The Contractor's Cost Breakdown is provided to substantiate the GUESSTIMATE and this cost will be adjusted once actual quantities of work have been determined by DGS monitoring.

This is a GUESSTIMATE COST to perform this work as determined by the Construction Inspector Supervisor/Manager. The quantities and exact methods to perform this work are unknown and we request that the Contractor be authorized to perform this work on a Force Account Basis. Should this GUESSTIMATE COST need to be exceeded in performing this work, a supplemental Force Account Change Order will be requested to continue the work in progress.

DESCRIPTION OF WORK: (Provide separate Professional's scope letter if required to completely define description.)

SECTION 2- TO BE COMPLETED BY THE PROFESSIONAL

This Change Order is a direct result of: (select one only)

Request of the Using Agency Post Design Code Revision Prof.'s Error/Omission Unforeseen Condition Other

Explain Cause Choice:

SECTION 3- SIGNATURES OF CONTRACTOR, PROFESSIONAL AND DGS CIM/CIS

	<u>Name of Firm</u>	<u>Signature of Individual</u>
CONTRACTOR	_____	_____
PROFESSIONAL	_____	_____
DGS CIM/CIS	_____	_____

The above signees are in agreement with the cost, description and legitimacy of this Change Order.

SECTION 4 - TO BE COMPLETED BY REGIONAL OFFICE **FUNDING AVAILABILITY**

Public Works Fiscal Unit advised funds available via computer on this date:

COMPLETING THE GSC-1 CONSTRUCTION CHANGE ORDER FORM

WHEN IS THIS FORM REQUIRED?

This form is considered to be the Change Order contract and as such is required for all Change Orders.

INSTRUCTIONS FOR ROUTING OF THIS FORM

The following procedures include directions for forwarding/routing of this form. These routing directions apply only to REGULAR and FAX ROUTED Change Orders. As is explained in the manual section covering EXPEDITED CHANGE ORDER ROUTE, the specific routing of the GSC-1 CONSTRUCTION CHANGE ORDER Form between the PROFESSIONAL and CONTRACTOR for signatures on EXPEDITED Change Orders will be the responsibility and done at the discretion of the CONSTRUCTION INSPECTOR SUPERVISOR/MANAGER.

SECTION 1

This SECTION is to be completed by the PROFESSIONAL. The PROFESSIONAL will receive this form from the Construction Change Order Section for all REGULAR and FAX ROUTED Change Orders. For all EXPEDITED ROUTED Change Orders this form will be received from or at the direction of the SUPERVISOR/MANAGER.

ARCHITECT/ENGINEER'S SCOPE OF WORK

The PROFESSIONAL shall provide, for the CONTRACTOR's use in pricing the CHANGE ORDER proposal, the complete description of work including all reference drawings/sketches, specification sections, etc. required to completely define the work. If necessary, the PROFESSIONAL shall include copies of those drawings and sketches along with the GSC-1 CONSTRUCTION CHANGE ORDER Form.

The PROFESSIONAL shall also attach the PROFESSIONAL SCOPE LETTER containing all the specifics of the Change Order work for REGULAR and FAX ROUTE. Letter not required for EXPEDITED ROUTE unless scope can not be defined in space provided on GSC-1 Form.

FORWARDING THE FORM FOR FURTHER PROCESSING

Upon completion of SECTION 1, the PROFESSIONAL shall forward the GSC-1 CONSTRUCTION CHANGE ORDER Form, the PROFESSIONAL SCOPE LETTER (see example format in this manual section) and all applicable sketches and drawings to the CONTRACTOR.

Copies of the PROFESSIONAL SCOPE LETTER (only) must be sent to the REGIONAL OFFICE (CONSTRUCTION INSPECTOR MANAGER and REGIONAL DIRECTOR), CONSTRUCTION INSPECTOR SUPERVISOR and the Construction Change Order Section at this time.

For Change Orders sent FAX ROUTE (ACTUAL COST ONLY), the PROFESSIONAL is required to complete SECTION 1 and forward to the CONTRACTOR within 5 working days of receipt. Failure to provide this promptness may result in a negative Professional evaluation.

SECTION 2

This SECTION is to be completed by the CONTRACTOR.

CONTRACTOR'S PROPOSAL

Upon review of the scope information provided, the CONTRACTOR shall complete the cost proposal and attach substantiating cost basis information (Detailed Cost Breakdown, Force Account Records, etc.). Specifics for each cost basis are addressed elsewhere in this manual.

FORWARDING THE FORM FOR FURTHER PROCESSING

Upon completion of SECTION 2, the CONTRACTOR shall forward the GSC-1 CONSTRUCTION CHANGE ORDER Form and all accumulated attachments to the PROFESSIONAL for further processing.

Copies of the completed GSC-1 Form (only) must be sent to the REGIONAL OFFICE (CONSTRUCTION INSPECTOR MANAGER or REGIONAL DIRECTOR), CONSTRUCTION INSPECTOR SUPERVISOR and the Construction Change Order Section at this time.

Copies of the substantiating cost basis must also be sent to the CONSTRUCTION INSPECTOR SUPERVISOR at this time.

SECTION 3

This SECTION is to be completed by the PROFESSIONAL.

REVIEW OF CONTRACTOR'S COST PROPOSAL

Upon receipt of the GSC-1 CONSTRUCTION CHANGE ORDER Form, with accumulated attachments, back from the CONTRACTOR, the PROFESSIONAL shall review the cost proposal and cost basis.

The PROFESSIONAL shall indicate on the GSC-1 Form whether or not the PROFESSIONAL is in agreement with the CONTRACTOR'S cost proposal.

If in disagreement with the CONTRACTOR'S proposal, the PROFESSIONAL must provide an alternate cost proposal and a detailed cost breakdown or takeoff to support the alternate cost.

DID THIS CHANGE ORDER RESULT FROM AN ERROR/OMISSION BY THE PROFESSIONAL?

The PROFESSIONAL must indicate whether or not (in the PROFESSIONAL'S opinion), the Change Order resulted from a PROFESSIONAL'S error or omission during the design of the project.

If the PROFESSIONAL feels that a particular Change Order is not the result of an error or omission but may be perceived as such by those DGS officials reviewing the Change Order, the PROFESSIONAL should include as an attachment to the GSC-1 Form, a letter of explanation for the exact cause of the Change Order. DGS will review the Change Order for cause based solely on the information provided in the Change Order Packet received in Harrisburg. Therefore it is in the PROFESSIONAL's own interest to provide this explanation letter whenever possible.

FORWARDING THE FORM FOR FURTHER PROCESSING

Upon completion of SECTION 3, the PROFESSIONAL shall forward the GSC-1 CONSTRUCTION CHANGE ORDER Form and all accumulated attachments to the REGIONAL OFFICE for further processing. In the event the CONTRACTOR'S cost is being disputed, a copy of the PROFESSIONAL'S alternate cost proposal should also be sent to the CONTRACTOR at this time.

For Change Orders sent FAX ROUTE (ACTUAL COST ONLY) , the PROFESSIONAL is required to complete SECTION 3 and forward to the REGIONAL OFFICE within 5 working days of receipt. Failure to provide this promptness may result in a negative Professional evaluation.

REGIONAL COMPLETION OF CHANGE ORDER/PROJECT INFORMATION

The following information is to be completed by REGIONAL OFFICE clerical personnel.

Upon receipt of the GSC-1 CONSTRUCTION CHANGE ORDER Form from the PROFESSIONAL, all Change Order and Project information shall be typed in the header section (located above SECTION 1).

This information shall include C/O No., project, contract, title, location, Professional, Contractor and Agency Names. The FINAL APPROVED COST AMOUNT shall not be completed. The FINAL APPROVED COST AMOUNT shall be entered only by the Construction Change Order Section.

The box in the upper right hand corner of the GSC-1 Form shall be checked to indicate whether the Change Order is being routed by the REGULAR, FAX, or EXPEDITED ROUTE.

SECTION 4

This SECTION is to be completed by the CONSTRUCTION REGIONAL DIRECTOR.

REVIEW OF COST PROPOSALS

Upon receipt of the GSC-1 CONSTRUCTION CHANGE ORDER Form, with accumulated attachments, the CONSTRUCTION INSPECTOR MANAGER and CONSTRUCTION REGIONAL DIRECTOR shall review the cost proposals and respective cost bases.

The CONSTRUCTION REGIONAL DIRECTOR shall indicate on the GSC-1 Form whether or not he/she is in agreement with either the CONTRACTOR'S cost proposal or the PROFESSIONAL'S cost proposal (if applicable).

If in disagreement with the proposals provided, the CONSTRUCTION REGIONAL DIRECTOR must provide an alternate cost proposal and a detailed cost breakdown or takeoff to support the alternate cost.

DID THIS CHANGE ORDER RESULT FROM AN ERROR/OMISSION BY THE PROFESSIONAL?

The CONSTRUCTION REGIONAL DIRECTOR must indicate whether or not (in his/her opinion), the Change Order resulted from a PROFESSIONAL'S error or omission during the design of the project. This opinion should be explained in the REGIONAL COMMENTS SECTION of the CHANGE ORDER PACKET COVER SHEET addressed elsewhere in this manual.

FORWARDING THE FORM FOR FURTHER PROCESSING

Once SECTIONS 1 THRU 4 and the CHANGE ORDER/PROJECT INFORMATION have been completed, the GSC-1 CONSTRUCTION CHANGE ORDER Form and attachments may be assembled into the completed CHANGE ORDER PACKET and forwarded to the Construction Change Order Section for review and approval. Specific instructions for CHANGE ORDER PACKET assembly are addressed elsewhere in this manual.

CHANGE ORDER SECTION PROCESSING OF GSC-1 FORM

SECTION 5

This SECTION shall be completed by the Change Order Section as part of the overall review and approval of the completed CHANGE ORDER PACKET.

CLARIFICATION OF SCOPE (IF REQUIRED)

If necessary, the Change Order Section will clarify the actual scope of the Change Order. This would be required in the event that the CHANGE ORDER PACKET contains conflicting or ambiguous work scopes.

SECTION 6

This SECTION shall be completed by the Change Order Section in consultation with the Public Works Legal Unit and the Bureau of Engineering & Architecture as part of the overall review and approval of the completed CHANGE ORDER PACKET.

CHANGE ORDER CAUSE AND PROFESSIONAL FEE DETERMINATION

CHANGE ORDER PACKETS are reviewed by the Construction Change Order Section, Public Works Legal Unit and Bureau of Engineering & Architecture for preliminary cause and Professional fee determination.

If it is determined from reviewing the information provided in the CHANGE ORDER PACKET, that a Change Order is the result of a Professional's error or omission, the Professional Fee will be withheld from the Professional.

Once the Project is complete, all E/O Change Orders will be reviewed in detail by a DGS E/O Committee where a final vote on fee determination is made.

If the Professional disagrees with the preliminary fee withholding assessment and has further information to present to the committee, he/she should write to the Director, Bureau of Engineering & Architecture to receive instructions for presenting this additional information.

DGS also reserves the right to deny a Professional's fee on certain settlement Change Orders resulting from a Contractor's claim. This determination is made by the DGS committee reviewing and recommending the settlement.

The Professional will also not receive a fee for any credit Change Orders.

CHANGE ORDER APPROVAL SIGNATURES

The Construction Change Order Section will procure the various approval signatures on the GSC-1 CONSTRUCTION CHANGE ORDER Form.

NOTIFICATION OF CHANGE ORDER APPROVAL

Upon receipt of all necessary approval signatures (and proper funding) the Change Order will be approved and a letter of approval sent to the Contractor.

For Change Orders routed the REGULAR and EXPEDITED ROUTES, this letter will grant authorization to begin the Change Order work and approval to invoice for the work once the work is completed.

For Change Orders routed the FAX ROUTE, authorization was previously granted at the time the FAX was requested. This approval letter provides approval to invoice for the in-process or completed Change Order work upon completion of that work.

The Construction Change Order Section shall provide distribution of the approval letter and copies of the GSC-1 CONSTRUCTION CHANGE ORDER Form to all individuals involved in the Change Order process.



CONSTRUCTION CHANGE ORDER

Check one box only:

REGULAR C/O

EXPEDITED C/O

EMERGENCY (FAX) C/O

FINAL APPROVED C/O COST AMOUNT \$ _____

TO BE COMPLETED BY C/O SECTION

CHANGE ORDER NO.: _____ USING AGENCY _____

PROJECT NUMBER: _____ PH. _____ PART ARCH/ENG: _____

CONTRACT POINT: _____ AWARD AMT.: _____ CONTRACTOR: _____

PROJECT TITLE: _____

LOCATION: _____

ME #	_____		
038-015-302-	_____	-3-6000	_____
	Year	Cost Center	Obj

SECTION 1-ARCHITECT/ENGINEER'S SCOPE OF WORK (Arch./Eng. shall complete Section 1 and forward to Contractor)

The description of this construction change is as follows: _____ (Include all reference drawings/sketches necessary to define scope)

SECTION 2-PROPOSAL BY CONTRACTOR (Contractor shall complete Section 2 and forward to Arch./Eng.)

Contractor agrees to furnish and or delete labor and materials in order to complete the construction included within the scope of this Change Order to contract plans and specifications for the net additional deductible no cost cost amount of : \$ _____, in accordance with the attached cost breakdown.

Contractor further agrees that the completion date for construction as contained in the subject contract shall not be changed by approval of this Change Order without the submission of a request for an extension of time to the Department of General Services on forms provided for such purposes.

Signature _____ Date _____

Contractor

SECTION 3-RECOMMENDATION OF ARCHITECT/ENGINEER (A/E shall complete Section 3 and forward to DGS Construction Regional Office.)

Check one box only: Contractor's breakdown costs have been checked and are recommended.

Contractor's breakdown costs are not recommended. Arch./Eng. recommends an alternative cost of : \$ _____ and has enclosed a separate breakdown to support this cost.

This Change Order did did not result from an error or omission by the Arch./Eng. in the contract plans or specifications.

Approval of this Change Order is is not recommended.

Signature _____ Date _____

Architect/Engineer

SECTION 4-RECOMMENDATION OF DGS CONSTRUCTION REGIONAL DIRECTOR

Check one box only: Contractor's breakdown costs have been checked and are recommended.

Architect/Engineer's breakdown costs have been checked and are recommended.

Neither Contractor's nor Professional's breakdown costs are recommended. Region recommends cost of : \$ _____ and have enclosed a separate breakdown to support this cost.

This Change Order did did not result from an error or omission by the Arch./Eng. in the contract plans or specifications.

Approval of this Change Order is is not recommended.

Signature _____ Date _____

Construction Regional Director

**SAMPLE ONLY-NOT FOR
REPRODUCTION**

SECTION 5-CHANGE ORDER SECTION CLARIFICATION OF SCOPE (IF REQUIRED)

SECTION 6-CHANGE ORDER CAUSE AND ARCHITECT/ENGINEER FEE DETERMINATION

Using Agency Request	<input type="checkbox"/>	Fee Payable	<input type="checkbox"/>
Unforeseen Condition	<input type="checkbox"/>	Fee Withheld	<input type="checkbox"/>
Post Design Code Revision	<input type="checkbox"/>	Fee Not Affected (Credit/No Cost)	<input type="checkbox"/>
Professional's Error and/or Omission	<input type="checkbox"/>	Fee Not Affected (In House Design)	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	Fee Paid By Other Reimbursement	<input type="checkbox"/>
_____		No Fee, No Assessment Against Architect/Engineer	<input type="checkbox"/>
		Partial Fee:	<input type="checkbox"/>
		Fee Payable On: \$	<input type="text"/>
		Fee Withheld On: \$	<input type="text"/>

DGS PUBLIC WORKS CHANGE ORDER REVIEW

CHANGE ORDER REVIEWED AND ACCEPTED BY: Bureau of Construction: _____ date: _____
Bureau of Eng./Arch.: _____ date: _____
Legal Unit: _____ date: _____

STATEMENT OF COMPTROLLER

Funds for payment of this Change Order are available.

Signature _____ Date _____
Comptroller

APPROVAL OF DIRECTOR OF CONSTRUCTION

Signature _____ Date _____
Director of Construction

APPROVAL OF DEPUTY SECRETARY FOR PUBLIC WORKS

Signature _____ Date _____
Deputy Secretary for Public Works

APPROVAL OF SECRETARY OF GENERAL SERVICES

Signature _____ Date _____
Secretary of General Services

PROFESSIONAL'S SCOPE LETTER (EXAMPLE FORMAT)

Date: _____

Contractor Name
Contractor Address

Re: Change Order No. _____
Project No. DGS _____
Contract No. DGS _____
Title _____
Location _____

Gentlemen:

Enclosed is Construction Change Order Form GSC-1. Please complete "SECTION 2-PROPOSAL BY CONTRACTOR". Return the original Form GSC-1 to this office along with proper cost substantiation as defined and specified in THIS ADMINISTRATIVE PROCEDURE.

CHANGE ORDER SCOPE/DESCRIPTION

SKETCHES:

Professional's Name
Professional's Signature

Enclosures

cc: Using Agency
Construction Regional Director
Construction Inspector Manager
Construction Inspector Supervisor
Construction Change Order Section

PROVIDING COST SUBSTANTIATION / DETAILED COST BREAKDOWN

WHEN IS A DETAILED COST BREAKDOWN REQUIRED?

A DETAILED COST BREAKDOWN is required to substantiate cost for all Change Orders (excluding DGS initiated claim settlement Change Orders). For exact cost Change Orders the DETAILED COST BREAKDOWN will serve as total substantiation. For unit cost Change Orders a DETAILED COST BREAKDOWN will serve as the basis for the add or deduct and will be accompanied by DGS field monitoring of actual quantities. For Force Account Change Orders the DETAILED COST BREAKDOWN will serve as the format for the FORCE ACCOUNT SUMMARY DETAILED COST BREAKDOWN which summarizes all the total quantities of labor, material and equipment detailed on the accompanying Force Account Daily Work Record Sheet(s).

WHO MUST COMPLETE A DETAILED COST BREAKDOWN

The Prime Contractor must complete a DETAILED COST BREAKDOWN for all Change Orders issued under the Prime Contractor's contract including Change Orders authorizing work to be performed exclusively by a Sub-Contractor to the Prime Contractor. As part of any Change Order authorizing Sub-Contractor work, the Sub-Contractor must also provide a DETAILED COST BREAKDOWN, or acceptable alternate quote, as cost substantiation of the Sub-Contractor work performed. Definition of and requirements for an acceptable alternate quote will be addressed under the SUBCONTRACTORS paragraph of this manual section.

FORMAT

The DETAILED COST BREAKDOWN shall follow the example format provided in this manual section. The breakdown shall contain separate sections detailing MATERIALS, LABOR, EQUIPMENT, SUBCONTRACTORS work and SUMMARY.

MATERIAL

The Cost Breakdown shall list, as a minimum for each material item used, the material description, the unit, (U) used to detail quantity, the quantity, (Q) showing the total amount of that unit, the unit cost, (MU) and the individual cost total, (Q x MU). The Cost Breakdown shall then include the total of all the individual cost totals which is defined as the pre-mark-up cost total. The Contractor may optionally provide (but is not required to provide) the applicable labor hours per material unit (HU) and the respective labor extension for that unit (Q x HU). If the Contractor chooses to provide unit labor information in the material section, the total hours of labor shown must match the total labor hours shown under the LABOR section of the cost breakdown.

Any freight charges for specific materials listed must be included in the unit cost for the particular material. DGS will not acknowledge or honor any separate line items in the Cost Breakdown for such freight charges.

The Contractor is entitled to and may claim the following mark-up for material listed on the Cost Breakdown:

The Contractor may claim mark-up for state and local sales tax equal to the applicable sales tax rate times the pre-mark-up material cost total listed.

The Contractor may claim mark-up for overhead, general support and profit equal to 10% times the sum of the pre-mark-up material cost total plus the sales tax mark-up.

The total material cost will be the sum of the pre-mark-up material cost total plus the sales tax mark-up plus the overhead, general support and profit mark-up.

LABOR

The Cost Breakdown shall include for each labor classification listed, the number of workers, duration of work for each worker, the total labor hours (H), the classification description, the hourly base wage rate paid (BR), the total hourly wage rate paid (WR), the base rate individual cost (H x BR) and the wage rate individual cost (H x WR). The Cost Breakdown shall then include the total of all the individual base rate costs (TBR) and the total of all the individual wage rate costs (TWR).

The hourly base wage rate (BR) is defined as the rate of wages paid by the employer directly to the employee.

The total hourly wage rate (WR) is defined as the total rate of wages paid by the employer including wages paid directly to the employee (BR) plus any employer participation or contribution to employee benefits paid on behalf of the employee.

DGS acknowledges that for certain Contractors the base rate (BR) and the wage rate (WR) are equivalent. Specifics for DGS verification of base rate and wage rate is provided in the RATE VERIFICATION paragraph of this manual section.

The Contractor is entitled to and may claim the following mark-up for labor listed on the cost breakdown:

The Contractor may claim mark-up for mandatory labor burden costs including (and limited to) social security, federal and state unemployment taxes, workmen's compensation insurance and public liability insurance. The allowable mark-up for each is equal to the applicable social security, unemployment compensation tax, workmen's comp. insurance, or public liability insurance rate times the total base rate cost (TBR) not the total wage rate (TWR). DGS will disallow any excessive burden mark-up calculated as a percentage of the TWR (excepting those instances where the TBR and TWR are identical). DGS will also not honor any mark-up for types of labor burden additional to those listed.

The Contractor may claim mark-up for overhead, general support and profit equal to 15% times the sum of the total wage rate cost (TWR) plus the total mandated burden mark-up (TMB). The total mandated burden mark-up is defined as the total of all the allowable individual burden costs for social security, unemployment compensation tax, workmen's compensation insurance and public liability insurance.

The total labor cost will be the sum of the total wage rate cost (TWR) plus the total mandated burden mark-up (TMB) plus the overhead, general support and profit mark-up.

DGS will generally not accept or reimburse line items in the Prime (or Sub) Contractor's Cost Breakdown for items such as travel, lodging and per-diem. Exceptions may be made on a case-by-case basis for instances including use of a specialty out-of-state, or non-local Sub-Contractor for Change Order Work, or in the event that the Change Order Work is being issued after Project Final Completion and the Prime Contractor claims travel and lodging costs in lieu of remobilization costs.

EQUIPMENT

The Cost Breakdown shall include for each piece of equipment used to perform the subject work, the description of the piece of equipment used, the quantity of that particular piece used, the duration the piece of equipment was used, the rental rate for the duration used and the total rental cost.

DGS expects the Contractor to procure/provide the most economical rental rate available over the duration of the work performed. For example, if the piece of equipment was used over a four week period, DGS will expect a monthly rate in lieu of a daily or weekly rate, if the monthly rate is more economical than the other two rates.

DGS will not pay equipment costs for any piece of equipment not specifically identified, or for any tools such as hand tools used in the everyday performance of contract work.

The Contractor may claim sales tax paid for any piece of equipment rented from an outside (non-Contractor owned) rental agency provided that a receipt showing the sales tax paid amount accompanies the cost breakdown. DGS will disallow sales tax for any rental item without such proper verification.

The Contractor may claim mark-up for overhead, general support and profit equal to 10% times the sum of the total rental costs plus the total applicable sales tax. The total rental costs are the sum of all the individual rental costs. The total applicable sales tax is the sum of all the individual verified sales taxes.

SUBCONTRACTORS

A DETAILED COST BREAKDOWN or acceptable alternate quote from the Sub-Contractor is required for any DETAILED COST BREAKDOWN from the Prime Contractor showing that any or all of the Change Order work is being performed by the Sub-Contractor.

An acceptable alternate quote is defined as a lump sum cost quotation provided by the Sub-Contractor on Sub-Contractor letterhead paper which details the exact scope of work to be done by the Contractor including detailed information of quantities and description of material items installed. DGS will consider the lump sum cost to be inclusive of all material, labor and equipment costs including all applicable markups for overhead, profit, general support, total mandated burden, taxes and bond adjustment to which the Sub-Contractor is entitled as defined within this manual section.

In lieu of the alternate quote, DGS requires a DETAILED COST BREAKDOWN by the Sub-Contractor using the format and procedure defined in this manual section.

For all DETAILED COST BREAKDOWNS showing Sub-Contractor work, the Prime Contractor shall include a Sub-Contractor DETAILED COST BREAKDOWN or alternate quote for each Sub-Contractor performing work under the subject Change Order. The Prime Contractor shall attach these breakdowns/quotes to the Prime's DETAILED COST BREAKDOWN which is required even if all the Change Order work is being performed by Sub-Contractor(s).

For those breakdowns containing work performed by one or more Sub-Contractors and the Prime Contractor, the Prime is responsible for clarifying somewhere in the breakdown, the exact scope of work being performed by the Prime and each Sub-Contractor. In the absence of such clear definition of work scopes, DGS reserves the right to disallow any Prime Contractor labor hours charged for Change Orders where it appears that all of the work is being performed by the Sub-Contractor.

The Prime Contractor may claim mark-up for overhead, general support and profit equal to 10% times the sum of the total costs realized by the Prime's Sub-Contractor in performance of the work. Any Sub-Contractor receiving work from the Prime Contractor (or another Sub-Contractor) who in turn subs that work to another Sub-Contractor may claim mark-up for overhead, general support and profit equal to 10% times the sum of the total costs realized by the Sub's Sub-Contractor in performance of the work. As an example of the above, assume Prime Contractor "A" sub-contracts part or all of a Change Order's work to Sub-Contractor "B" who in turn sub-contracts part or all of that work to Sub-Sub-Contractor "C". Included in "B's" detailed breakdown cost submitted to "A" would be 10% mark-up on "C's" costs submitted to "B". "A" is entitled to 10% mark-up on "B's" costs which already include mark-up from "C's" costs.

SUMMARY

At the end of the DETAILED COST BREAKDOWN the Contractor shall list individually the total costs of material, labor, equipment, sub-contracts and deducts. Deducts (credits) should only be listed here if they were calculated and totaled exclusive of debits on a separate sheet. Otherwise deducts from material, labor, etc. can be included and totaled along with the debit items in the respective MATERIAL, LABOR, EQUIPMENT and SUBCONTRACTS Cost Breakdown Sections.

If the Contractor chooses to list all Change Order deduct or credit items on a separate sheet, that sheet shall follow the same cost breakdown format and procedure described in this manual section. This is especially true with regards to mark-up for, sales tax, overhead, profit & general support and bond adjustment. DGS is entitled to the identical mark-ups on deduct credit items that the Contractor is claiming for debit items. Therefore for all deduct items listed and totaled separately, the Contractor is required to apply mark-up for applicable sales tax, overhead, profit & general support and mandated burden.

The Contractor shall total the individual cost totals for material, labor, equipment, subcontracts and deducts to determine the Change Order cost subtotal.

The Contractor shall then apply the adjustment to contract bond which is equal to the Contractor's bond rate times the Change Order cost subtotal. DGS considers the appropriate bond adjustment rate to be equal to the percentage rate used by the Contractor to establish the contract bond amount shown on the Contractor's original cost breakdown GSC-30 previously approved by DGS. Subsequent changes to that bond rate will be accepted provided the Contractor is able to adequately satisfy DGS's rate verification requirements established in the RATE VERIFICATION paragraph in this manual section.

RATE VERIFICATION

In order for DGS to verify the individual wage rates, mandated burden rates and bond rates claimed by the Contractor, the Contractor will provide the following to be attached to the detailed cost breakdown accompanying the first Change Order for each DGS Project Contract:

BASE RATE (BR) VERIFICATION

The Prime Contractor shall provide a copy of a Certified Payroll which shows total wages, hours worked and resulting wage rate being paid directly to the Prime Contractor's employee for each Prime Contractor's labor classification being used in the performance of the Change Order work. DGS considers the Certified Payroll to be the LIPW-128 Form or equivalent. The Prime Contractor has the option to submit BASE RATE VERIFICATION for all Prime Contractor labor classifications at the time the first Change Order is submitted or individual BASE RATE VERIFICATIONS may be submitted with subsequent Change Orders as labor classifications unique to those used in performance of the first Change Order are required for performance of those subsequent Change Orders. In lieu of proper verification, DGS will apply as Contractor's Base Rate, the Prevailing Wage Hourly Rate as determined in the Specifications.

WAGE RATE (WR) VERIFICATION

The Prime Contractor shall provide to DGS, written documentation showing the dollar per hour rate of employer contributions made on behalf of the employee towards the employee's benefits. DGS will accept as such documentation, either a written excerpt from a labor contract/agreement identifying mandatory benefits, or a certified statement from the Prime Contractor's independent Auditor which outlines actual costs for benefits. This Employee Benefit Rate (EBR) contribution must represent moneys that are not paid directly to the employee but are paid to a separate source maintaining the benefits. This documentation should itemize all individual benefits contributed to by the employer. The documentation should list the employer dollar per hour contribution to each individual benefit and the total dollar per hour contribution for all the benefits combined. The total dollar per hour contribution is the employee Benefit Rate (EBR). Upon receipt of such acceptable documentation, DGS will consider the Prime Contractor's Wage Rate (WR) to be equal to the Contractor's verified Base Rate (BR) plus Employee Benefit Rate (EBR). This can be represented mathematically as: $WR = BR + EBR$. In lieu of proper verification, DGS will apply as Contractor's Wage Rate, the Prevailing Wage Total Rate as determined in the Specifications.

UNEMPLOYMENT TAX RATE VERIFICATION

To substantiate the State Unemployment Tax (SUTA) employer contribution rate, the Prime Contractor shall submit a copy of the effective Contribution Rate Notice issued from the Department of Labor & Industry.

Any claimed Federal Unemployment Tax (FUTA) employer contribution will be consistent with the rate as determined in the current I.R.S. Circular 'E', Employer's Tax Rate Guide. Since the FUTA employer contribution is applicable only for the first few thousand dollars of annual employee wages (currently the first \$7,000), DGS will reserve the right to ask for verification of the employee's annual wage records if FUTA is claimed by the Prime Contractor.

WORKMEN'S COMPENSATION INSURANCE RATE VERIFICATION

The Prime Contractor shall submit a copy of the Workmen's Compensation Insurance Policy that shall verify the basic rate, all individual discounts (such as premium and payment), modifier(s) and resulting final adjusted rate.

PUBLIC LIABILITY INSURANCE VERIFICATION

The Prime Contractor shall submit a copy of the paid insurance premium which shows the total premium paid, the total payroll on which the premium was paid and the resulting rate.

BOND RATE VERIFICATION

The Prime Contractor shall submit an invoice from the Surety Company showing the total bond paid, the total contract amount on which the bond was paid and the resulting bond rate.

VERIFICATION OF SUBCONTRACTOR'S RATES

Generally, DGS will not require the Prime or Sub-Contractor to submit verification of rates claimed(in Sub-Contractor's Cost Breakdown) by any of the Prime's Sub-Contractor's performing work for a given Change Order.

However, in the event that a certain Sub-Contractor is being used continually by the Prime to perform Change Order work and/or if that Sub-Contractor's rates appear excessive to DGS, DGS reserves the right to ask the Prime Contractor to procure and submit to DGS, verification of rates used by the Sub-Contractor in question. This information shall be submitted to DGS only upon DGS request.

ALTERNATIVE SOURCES OF VERIFICATION

The verification documentation listed above comprises what DGS considers to be the standard for verification of a given rate. DGS will consider for submittal, alternatives to those standards provided that those alternatives furnish the same conclusive, independent substantiation provided by the replaced standard. Acceptance of alternative verification documentation will be made exclusively by DGS Bureau of Construction and will be reviewed on a case-by-case basis.

EXCEPTION TO FORMAT/CONTRACT BREAKDOWN UNIT PRICE ITEMS

If a Change Order contains as part of its work scope, adjustment to quantities of any work items specifically listed and itemized under the Contractor's GSC-30 Contract Breakdown, those items shall be separated from other work items in the DETAILED COST BREAKDOWN. The total allowable cost for those items would be equal to the sum of the adjusted quantity times the GSC-30 unit price. The only mark-up allowable on those items would be bond adjustment. All other mark-ups for mandated burden, overhead & profit, etc., is already included as part of the GSC-30 unit price.

EXAMPLE COST BREAKDOWN FORMAT

ABC GENERAL CONTRACTORS

MATERIAL

LABOR HOURS (OPTIONAL)

<u>QTY.</u> (Q)	<u>UNIT</u> (U)	<u>DESCRIPTION</u>	<u>UNIT COST</u> (MU)	<u>COST TOTAL</u> (Q x MU)	<u>HOURS/UNIT</u> (HU)	<u>TOTAL HOURS</u> (Q x HU)
00	S.F.	1/2" GYPSUM WALL BOARD	\$0.00	\$0,000.00	.000	00
00	EACH	DOUBLE HUNG WINDOWS	\$0.00	\$0,000.00	.000	00
PRE-MARK-UP MAT'L. COST TOTAL				\$0000.00	TOTAL LABOR HRS.	00
% SALES TAX				\$000.00		
SUBTOTAL				\$0,000.00		
10% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)				\$000.00		
TOTAL MATERIAL COST				\$0,000.00		

LABOR

<u>NUMBER OF WORKERS</u>	<u>DURATION</u>	<u>HOURS</u> (H)	<u>CLASSIFICATION</u>	<u>HOURLY BASE RATE</u> (BR)	<u>TOTAL HOURLY WAGE RATE</u> (WR)	<u>BASE RATE COSTS</u> (H x BR)	<u>WAGE RATE COST</u> (H x WR)	
0	00	00	CARPENTER	\$00.00	\$00.00	\$0,000.00	\$0,000.00	
TOTAL LABOR HOURS		00		TOTAL BASE RATE COST (TBR)		\$0,000.00		
						TOTAL WAGE RATE COST (TWR)	\$0,000.00	
<u>RATE</u>		<u>MANDATED BURDEN</u>						
%		SOCIAL SECURITY (ON TOTAL TBR)					\$000.00	
%		UNEMPLOYMENT TAXES (ON TOTAL TBR)					\$000.00	
%		WORKMEN'S COMP. INS. (ON TOTAL TBR)					\$000.00	
%		PUBLIC LIABILITY INS. (ON TOTAL TBR)					\$000.00	
TOTAL MANDATED BURDEN (TMB)						\$000.00	\$000.00	
SUBTOTAL LABOR COSTS (TWR + TMB)							\$0,000.00	
15% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)							\$000.00	
TOTAL LABOR COST							\$0,000.00	

EQUIPMENT

<u>DURATION</u>	<u>QTY.</u>	<u>EQUIPMENT</u>	<u>RENTAL RATE FOR DURATION</u>	<u>RENTAL COST</u>
N/A	1	N/A	N/A	N/A
% SALES TAX (IF APPLICABLE)				
SUBTOTAL EQUIPMENT COST				
10% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)				
TOTAL EQUIPMENT COST				\$0

SUBCONTRACTORS (IF APPLICABLE)

<u>COMPANY</u>	*Total Cost From Attached Sub-Contractor's Detailed Breakdown	<u>*TOTAL COST</u>
XYZ Paving		\$0,000.00
	SUBTOTAL	\$0,000.00
	10% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)	\$000.00
	TOTAL SUBCONTRACTS	\$0,000.00

SUMMARY

TOTAL MATERIAL	\$0,000.00
TOTAL LABOR	\$0,000.00
TOTAL EQUIPMENT	N/A
TOTAL SUBCONTRACTS	\$0,000.00
LESS DEDUCTS (Explain Separately)	N/A
SUBTOTAL	\$0,000.00
% BOND COST ADJUSTMENT(ON SUBTOTAL)	\$000.00
TOTAL PROPOSAL	\$0,000.00

Contractor's Signature

EXAMPLE COMPLETED COST BREAKDOWN

ABC GENERAL CONTRACTORS

MATERIAL

LABOR HOURS (OPTIONAL)

<u>QTY.</u> (Q)	<u>UNIT</u> (U)	<u>DESCRIPTION</u>	<u>UNIT COST</u> (MU)	<u>COST TOTAL</u> (Q x MU)	<u>HOURS/UNIT</u> (HU)	<u>TOTAL HOURS</u> (Q x HU)
8000	S.F.	1/2" GYPSUM WALL BOARD	\$0.15	\$1,200.00	.008	64
15	EACH	DOUBLE HUNG WINDOWS	\$120.00	\$1,800.00	.800	12
PRE-MARK-UP MAT'L. COST TOTAL				\$3,000.00	TOTAL LABOR HRS.	76
6% SALES TAX				\$180.00		
SUBTOTAL				\$3,180.00		
10% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)				\$318.00		
TOTAL MATERIAL COST				\$3,498.00		

LABOR

<u>NUMBER OF WORKERS</u>	<u>DURATION</u>	<u>HOURS</u> (H)	<u>CLASSIFICATION</u>	<u>HOURLY BASE RATE</u> (BR)	<u>TOTAL HOURLY WAGE RATE</u> (WR)	<u>BASE RATE COSTS</u> (H x BR)	<u>WAGE RATE COST</u> (H x WR)
2	38	76	CARPENTER	\$20.27	\$30.59	\$1,540.52	\$2,324.84
TOTAL LABOR HOURS		76	TOTAL BASE RATE COST (TBR)		\$1,540.52		

TOTAL WAGE RATE COST (TWR) \$2,324.84

RATE

MANDATED BURDEN

7.65%	SOCIAL SECURITY (ON TOTAL TBR)	\$117.85
12.39%	UNEMPLOYMENT TAXES (ON TOTAL TBR)	\$190.87
8.90%	WORKMEN'S COMP. INS. (ON TOTAL TBR)	\$137.11
2.46%	PUBLIC LIABILITY INS. (ON TOTAL TBR)	\$37.90
TOTAL MANDATED BURDEN (TMB)		\$483.73
SUBTOTAL LABOR COSTS (TWR + TMB)		\$2,808.57
15% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)		\$421.29
TOTAL LABOR COST		\$3,229.86

EQUIPMENT

<u>DURATION</u>	<u>QTY.</u>	<u>EQUIPMENT</u>	<u>RENTAL RATE FOR DURATION</u>	<u>RENTAL COST</u>
N/A	1	N/A	N/A	N/A
% SALES TAX (IF RENTED)				
SUBTOTAL EQUIPMENT COST				
10% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)				
TOTAL EQUIPMENT COST				\$0

SUBCONTRACTORS (IF APPLICABLE)

<u>COMPANY</u> XYZ Paving	*Total Cost From Attached Sub-Contractor's Detailed Breakdown	*TOTAL COST \$31,973.26
SUBTOTAL		\$31,973.26
10% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)		\$3,197.33
TOTAL SUBCONTRACTS		\$35,170.59

SUMMARY

TOTAL MATERIAL	\$3,498.00
TOTAL LABOR	\$3,229.86
TOTAL EQUIPMENT	N/A
TOTAL SUBCONTRACTS	\$35,170.59
LESS DEDUCTS (Explain Separately)	N/A
SUBTOTAL	\$41,898.45
2.0% BOND COST ADJUSTMENT(ON SUBTOTAL)	\$837.97
TOTAL PROPOSAL	\$42,736.42

Contractor's Signature

XYZ PAVING (SUB-CONTRACTOR)

MATERIAL

LABOR HOURS (OPTIONAL)

<u>QTY.</u> (Q)	<u>UNIT</u> (U)	<u>DESCRIPTION</u>	<u>UNIT COST</u> (MU)	<u>COST TOTAL</u> (Q x MU)	<u>HOURS/UNIT</u> (HU)	<u>TOTAL HOURS</u> (Q x HU)
4900	S.Y.	3" BITUM. ASPHALT PAVING	\$4.50	\$22,050.00	.0196	96
PRE-MARK-UP MAT'L. COST TOTAL				\$22,050.00	TOTAL LABOR HRS. 96	
6% SALES TAX				\$1,323.00		
SUBTOTAL				\$23,373.00		
10% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)				\$2,337.30		
TOTAL MATERIAL COST				\$25,710.30		

LABOR

<u>NUMBER OF WORKERS</u>	<u>DURATION</u>	<u>HOURS (H)</u>	<u>CLASSIFICATION</u>	<u>HOURLY BASE RATE (BR)</u>	<u>TOTAL HOURLY WAGE RATE (WR)</u>	<u>BASE RATE COSTS (H x BR)</u>	<u>WAGE RATE COST (H x WR)</u>
1	8	8	LAB. FOREMAN	\$16.91	\$24.80	\$135.28	\$198.40
7	8	56	LABORER	\$16.16	\$24.05	\$904.96	\$1,346.80
4	8	32	OPERATOR	\$21.03	\$31.69	\$672.96	\$1,014.08
TOTAL LABOR HOURS		96	TOTAL BASE RATE COST (TBR)		\$1,713.20		

TOTAL WAGE RATE COST (TWR) \$2,559.28

RATE

MANDATED BURDEN

7.65%	SOCIAL SECURITY (ON TOTAL TBR)	\$131.06
11.91%	UNEMPLOYMENT TAXES (ON TOTAL TBR)	\$204.04
10.23%	WORKMEN'S COMP. INS. (ON TOTAL TBR)	\$175.26
3.17%	PUBLIC LIABILITY INS. (ON TOTAL TBR)	\$54.31
TOTAL MANDATED BURDEN (TMB)		\$564.67
SUBTOTAL LABOR COSTS (TWR + TMB)		\$3,123.95
15% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)		\$468.59
TOTAL LABOR COST		\$3,592.54

EQUIPMENT

<u>DURATION</u>	<u>QTY.</u>	<u>EQUIPMENT</u>	<u>RENTAL RATE FOR DURATION</u>	<u>RENTAL COST</u>
1 DAY	1	ASPHALT PAVER 130 H.P.	\$1200.00/DAY	\$1,200.00
1 DAY	2	STEEL WHEEL ROLLERS	\$230.00/DAY (EACH)	\$460.00
1 DAY	1	PNEUMATIC WHEEL ROLLER	\$225.00/DAY	\$225.00
6% SALES TAX (IF RENTED)				\$113.10
SUBTOTAL EQUIPMENT COST				\$1,998.10
10% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)				\$199.81
TOTAL EQUIPMENT COST				\$2,197.91

SUMMARY

TOTAL MATERIAL	\$25,710.30
TOTAL LABOR	\$3,592.54
TOTAL EQUIPMENT	\$2,197.91
LESS DEDUCTS (Explain Separately)	N/A
SUBTOTAL	\$31,500.75
1.5% BOND COST ADJUSTMENT(ON SUBTOTAL)	\$472.51
TOTAL PROPOSAL	\$31,973.26

PROVIDING COST SUBSTANTIATION / UNIT COST BREAKDOWN

For those Fax Change Orders being done on a GUESSTIMATE UNIT COST basis, a DETAILED COST BREAKDOWN shall be provided as cost substantiation of the total guesstimate cost prior to the performance of the work. That breakdown shall agree with the format outlined in previous manual section PROVIDING COST SUBSTANTIATION/DETAILED COST BREAKDOWN excepting that the quantities of the unknown commodity or commodities will be listed and designated as estimated rather than actual quantities.

Once the Change Order work has been performed, if the total resulting quantities differ from the originally estimated quantities, the final cost will be adjusted to reflect the change in quantities. The cost adjustment will be handled in one of two ways.

If the adjusted final cost is less than the original estimated cost plus 10%, a new DETAILED COST BREAKDOWN reflecting the revised quantities/cost should be provided in the final Change Order Packet and the cost and scope (change in quantities) of the Change Order revised accordingly.

If the adjusted final cost is more than the original estimated cost plus 10%, the Change Order shall be processed in the original estimated cost and quantity amount and a second supplemental Fax Change Order initiated to compensate for those quantities in excess of the original estimated quantities. The Contractor shall be responsible for notifying the Supervisor/Manager that the cost will exceed 110% of the original cost so that the Supervisor/Manager may initiate the second Fax Change Order.

Unless there is an unforeseen scope change other than quantity adjustment discovered during performance of the work that affects means and methods of performance, DGS holds that the originally estimated unit rates established in the original estimate are binding through the completion of the work. The only adjustment to cost permissible without detailed additional explanation provided by the Professional is change in cost to accommodate change in quantity.

PROVIDING COST SUBSTANTIATION / FORCE ACCOUNT RECORDS

WHEN ARE FORCE ACCOUNT RECORDS REQUIRED?

Force Account Records are required to substantiate time and material costs for all Force Account Change Orders which are initiated because quantities, exact scope and unit costs for work can not be established prior to the performance of the work.

WHO MUST COMPLETE FORCE ACCOUNT RECORDS?

The Prime Contractor and all Sub-Contractor's working under the Force Account Change Order must keep written, signed daily records of labor, material and equipment. Those records will be monitored and signed daily by DGS Inspection Personnel.

FORMAT

All daily records will be kept on Form GSC-7, FORCE ACCOUNT DAILY WORK RECORD Sheets. These daily records shall follow the example format provided in this manual section.

All daily records submitted by the Prime Contractor for a given invoice period (see paragraph on CONTRACTOR INVOICING OPTIONS in this manual section) must be accompanied by a FORCE ACCOUNT SUMMARY DETAILED COST BREAKDOWN which shows totals of all invoiced work quantities, total costs of those quantities and the total cost of the invoiced work. This detailed cost breakdown shall follow the example format provided in this manual section and shall replace Form GSC-8, FORCE ACCOUNT SUMMARY SHEET.

FORCE ACCOUNT DAILY WORK RECORD SHEETS

IDENTIFICATION

The Contractor completing the Force Account work shall identify as a minimum, the DATE of work performed, the CONTRACT NO. of DGS Project, the description (including location) of exact work performed under TODAY'S WORK. This information shall be provided in the upper right hand corner of the FORCE ACCOUNT DAILY WORK RECORD Sheet. If known, the Contractor may provide as an option, the date the work was authorized and the person authorizing the work under DATE AUTHORIZED and BY respectively.

LABOR

The FORCE ACCOUNT DAILY WORK RECORD Sheet LABOR section shall list, as a minimum for each worker used in performance of the daily subject work, the EMPLOYEE name, the OCCUPATION (employee's labor classification) and the number of HOURS WORKED. It is not necessary for the Contractor to list either the employee's total wage RATE or to summarize all the individual TOTAL employee labor costs on each FORCE ACCOUNT DAILY WORK RECORD Sheet. This information will be listed by the Contractor on the FORCE ACCOUNT SUMMARY DETAILED COST BREAKDOWN. However this information may be optionally provided on each sheet if the Contractor wishes to use this method to keep a running total of work/cost.

MATERIAL

The FORCE ACCOUNT DAILY WORK RECORD Sheet MATERIAL/EQUIPMENT AND INVOICES section shall list, as a minimum for each material item used in performance of the daily subject work, the QUANTITY AND UNIT of specific material item used and the DESCRIPTION of that specific material item. It is not necessary for the Contractor to list either the UNIT PRICE for specific material items used or summarize all the individual TOTAL material costs on each FORCE ACCOUNT DAILY WORK RECORD Sheet. This information will be listed by the Contractor on the FORCE ACCOUNT SUMMARY DETAILED COST BREAKDOWN. However, this information may be optionally provided on each sheet if the Contractor wishes to use this method to keep a running total of work/cost.

EQUIPMENT

The FORCE ACCOUNT DAILY WORK RECORD Sheet MATERIAL/EQUIPMENT AND INVOICES section shall list, as a minimum for each equipment item used in performance of the daily subject work, the QUANTITY AND UNIT of specific equipment item used and the DESCRIPTION of that specific equipment item. It is not necessary for the Contractor to list either the UNIT PRICE for that specific equipment items used or summarize all the individual TOTAL equipment costs on each FORCE ACCOUNT DAILY WORK RECORD Sheet. This information will be listed by the Contractor on the FORCE ACCOUNT SUMMARY DETAILED COST BREAKDOWN. However, this information may be optionally provided on each sheet if the Contractor wishes to use this method to keep a running total of work/cost.

VERIFICATION OF MATERIAL AND EQUIPMENT UNIT COSTS

DGS requires as verification of material unit prices and equipment use or rental unit prices that the Contractor include receipts, invoices, truck slips, etc., along with the FORCE ACCOUNT DAILY WORK RECORD Sheet for each material and equipment item listed on the sheet.

In absence of such individual verification, DGS reserves the right to make its own determination of proper unit rate. DGS will make such a determination based on the most economical rate that can be applied to the total material quantities or total equipment rental/usage duration accumulated over the duration of the Change Order work. As an example, if a Contractor lists an hourly or daily unit rental rate for a given equipment item on each individual FORCE ACCOUNT DAILY WORK RECORD Sheet tallied over a 4 week period, DGS would hold that the hourly or daily rental rate would not apply. Since the equipment item was rented for 4 weeks, DGS would determine a more economical monthly rental rate unless the Contractor supplied receipts indicating that the given piece of equipment was actually rented and paid for at the daily rate.

DGS SIGNATURE ON FORCE ACCOUNT DAILY WORK RECORD SHEETS

At the end of each days Force Account work for a given Change Order, The Contractor or Sub-Contractor shall submit to the monitoring DGS Inspector, the applicable FORCE ACCOUNT DAILY WORK RECORD Sheet(s). This sheet shall contain all completed information pertaining to duration of labor and equipment usage/rental and quantities of material. The submitted sheet should be signed by the Contractor.

The DGS Inspector shall verify that submitted durations and quantities match the Inspector's own monitored durations and quantities. The Inspector shall then sign the sheet, retain a copy for DGS records and return original to the Contractor.

It should be made clear that DGS signature on the FORCE ACCOUNT DAILY WORK RECORD sheet constitutes acceptance and approval of Contractor listed quantities of time and material only. Review and approval of costs associated with these quantities will be made by the Bureau of Construction Change Order Section. For this reason, it is not necessary that the FORCE ACCOUNT DAILY WORK RECORD Sheet contain UNIT PRICE(s) or cost TOTAL(s) at the time the sheet is submitted for DGS signature. These items need only be included at the time the total number of FORCE ACCOUNT DAILY WORK RECORD Sheets are submitted for invoicing with the FORCE ACCOUNT SUMMARY DETAILED COST BREAKDOWN.

FORCE ACCOUNT SUMMARY DETAILED COST BREAKDOWN

The FORCE ACCOUNT SUMMARY DETAILED COST BREAKDOWN summarizes all total costs associated with labor, material and equipment accumulated over a given work period. The information provided on this sheet by the Contractor must follow the format and corresponding procedure of the DETAILED COST BREAKDOWN addressed by separate section in this manual. The total quantities and total costs for labor, material and equipment shown on the FORCE ACCOUNT SUMMARY DETAILED COST BREAKDOWN must mirror the individual costs and quantities listed on the individual FORCE ACCOUNT DAILY WORK RECORD Sheets for the given work period. Appropriate mark-up for overhead, profit and general support, mandated burden and bond adjustment may then be applied to these costs.

OPTIONS FOR SUBMITTING FORCE ACCOUNT RECORDS

DGS acknowledges that there are certain instances where the work duration required to perform time and material Change Order work (monitored by force account) is of sufficient length to cause financial hardship on the Contractor, should the Contractor be forced to finish the total work prior to invoicing for the work. For this reason, the following options for submitting Force Account Records for review, approval and invoicing have been established, with the limitations for use as described:

FORCE ACCOUNT RECORDS SUBMITTAL WITH CHANGE ORDER PACKET

Under this option, the Contractor will hold the GSC-1 Form until the total force account work is complete. The Contractor will then submit the FORCE ACCOUNT DAILY WORK RECORD Sheets and the FORCE ACCOUNT SUMMARY DETAILED COST BREAKDOWN along with the GSC-1 Form to the Professional for further processing of the Change Order Packet. The Contractor will then be able to invoice for the work performed once the Change Order has been reviewed and a LETTER OF APPROVAL issued to the Contractor.

FORCE ACCOUNT RECORDS SUBMITTAL AFTER THE C/O PACKET HAS BEEN APPROVED

Under this option, the Contractor will submit the GSC-1 Form to the Professional for processing of the Change Order Packet prior to the completion of the force account work or accumulation of the force account records. Subsequently, the Contractor and Regional Site Inspection Personnel will submit the FORCE ACCOUNT DAILY WORK RECORD Sheets and the FORCE ACCOUNT SUMMARY DETAILED COST BREAKDOWN along with the FORCE ACCOUNT RECORDS SUBMITTAL Form. (Directions for completion of the FORCE ACCOUNT RECORDS SUBMITTAL Form are provided elsewhere in this manual). The Contractor will then be able to invoice for the work performed once the Change Order has been reviewed, a LETTER OF APPROVAL issued to the Contractor and the FORCE ACCOUNT RECORDS SUBMITTAL Form reviewed and an approved copy sent to the Contractor.

PARAMETERS TO BE USED FOR SELECTION OF F/A RECORDS SUBMITTAL OPTION

The Force Account Records must be submitted with the GSC-1 Form and resultant Change Order Packet if both the following conditions apply:

- The total Force Account Work will be performed within a 15 calendar day period
- The cost of the total Force Account Work will not exceed the original authorized "not-to-exceed" guesstimate cost which means the Force Account can be completed under original Change Order

The Force Account Records must be submitted after the GSC-1 Form and resultant Change Order Packet if the following condition applies:

- The cost of the total Force Account Work will exceed the original authorized "not-to-exceed" guesstimate cost which means a subsequent Force Account Fax Change Order will be required to continue the Force Account Work started under the original Change Order

The Force Account Records may be submitted using either option as chosen by the Contractor if both the following conditions apply:

- The total Force Account Work will not be performed within a 15 calendar day period
- The cost of the total Force Account Work will not exceed the original authorized “not-to-exceed” guesstimate cost

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF GENERAL SERVICES
 18th and HERR STREETS
 HARRISBURG, PENNSYLVANIA
 17125

**FORCE ACCOUNT
 DAILY WORK RECORD**

Date _____ Contract No. _____

Today's Work _____

_____ Date

Authorized _____

By _____

LABOR

<u>Employee</u>	<u>Occupation</u>	<u>Hours Worked</u>	<u>Rate</u>	<u>Total</u>
			*	*
			*	*
			*	*
			*	*
			*	*
			*	*
			*	*

* See Force Account Summary Detailed Cost Breakdown For Unit Rates and Resulting Cost Totals

MATERIAL EQUIPMENT AND INVOICES

<u>Quantity and Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
		*	*
		*	*
		*	*
		*	*

* See Force Account Summary Detailed Cost Breakdown For Unit Rates and Resulting Cost Totals

Note: DGS Signature on this Daily Work Record Sheet is acknowledgement of the Contractor listed quantities of time and Material only. Review and approval of costs Associated with these quantities will be made by the Bureau of Construction Change Order Section.

Signature

 Contractor

Signature

 DGS Construction Inspector or Supervisor

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF GENERAL SERVICES
 18th and HERR STREETS
 HARRISBURG, PENNSYLVANIA
 17125

**FORCE ACCOUNT
 DAILY WORK RECORD**

Date 9/12 Contract No. _____

Today's Work Asphalt Paving

_____ Date

Authorized _____

By _____

LABOR

<u>Employee</u>	<u>Occupation</u>	<u>Hours Worked</u>	<u>Rate</u>	<u>Total</u>
John Smith	Operator	8.0	*	*
Mary White	Operator	8.0	*	*
Bob Johnson	Operator	8.0	*	*
Jane Jones	Laborer-Foreman	8.0	*	*
Jim Black	Laborer	8.0	*	*
Sue Thomas	Laborer	8.0	*	*
Dave Williams	Laborer	8.0	*	*

* See Force Account Summary Detailed Cost Breakdown For Unit Rates and Resulting Cost Totals

MATERIAL EQUIPMENT AND INVOICES

<u>Quantity and Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1EA	Asphalt Paver 130 HP	*	*
2EA	Steel Wheel Rollers	*	*
1EA	Pneumatic Wheel Roller	*	*
3880 SQ. YD.	3" Bituminous Asphalt	*	*

* See Force Account Summary Detailed Cost Breakdown For Unit Rates and Resulting Cost Totals

Note: DGS Signature on this Daily Work Record Sheet is acknowledgement of the Contractor listed quantities of time and Material only. Review and approval of costs Associated with these quantities will be made by the Bureau of Construction Change Order Section.

Signature

 Contractor

Signature

 DGS Construction Inspector or Supervisor

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF GENERAL SERVICES
 18th and HERR STREETS
 HARRISBURG, PENNSYLVANIA
 17125

**FORCE ACCOUNT
 DAILY WORK RECORD**

Date 9/13 Contract No. _____

Today's Work Asphalt Paving

_____ Date

Authorized _____

By _____

LABOR

<u>Employee</u>	<u>Occupation</u>	<u>Hours Worked</u>	<u>Rate</u>	<u>Total</u>
John Smith	Operator	4.0	*	*
Mary White	Operator	4.0	*	*
Bob Johnson	Operator	4.0	*	*
Jane Jones	Laborer-Foreman	4.0	*	*
Jim Black	Laborer	4.0	*	*
Sue Thomas	Laborer	4.0	*	*
Dave Williams	Laborer	4.0	*	*

* See Force Account Summary Detailed Cost Breakdown For Unit Rates and Resulting Cost Totals

MATERIAL EQUIPMENT AND INVOICES

<u>Quantity and Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1EA	Asphalt Paver 130 HP	*	*
2EA	Steel Wheel Rollers	*	*
1EA	Pneumatic Wheel Roller	*	*
2005 SQ. YD.	3" Bituminous Asphalt	*	*

* See Force Account Summary Detailed Cost Breakdown For Unit Rates and Resulting Cost Totals

Note: DGS Signature on this Daily Work Record Sheet is acknowledgement of the Contractor listed quantities of time and Material only. Review and approval of costs Associated with these quantities will be made by the Bureau of Construction Change Order Section.

Signature

 Contractor

Signature

 DGS Construction Inspector or Supervisor

**FORCE ACCOUNT SUMMARY DETAILED COST BREAKDOWN
FOR WORK PERFORMED 9/12, 9/13**

			<u>MATERIAL</u>		<u>LABOR HOURS (OPTIONAL)</u>	
<u>QTY.</u> (Q)	<u>UNIT</u> (U)	<u>DESCRIPTION</u>	<u>UNIT COST</u> (MU)	<u>COST TOTAL</u> (Q x MU)	<u>HOURS/UNIT</u> (HU)	<u>TOTAL HOURS</u> (Q x HU)
5885	S.Y.	3" BITUM. ASPHALT PAVING	\$4.50	\$26,482.50	.0143	84
				PRE-MARK-UP MAT'L. COST TOTAL		
				6% SALES TAX		
				SUBTOTAL		
				10% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)		
				TOTAL MATERIAL COST		
				\$26,482.50	TOTAL LABOR HRS.	84
				\$1,588.95		
				\$28,071.45		
				\$2,807.15		
				\$30,878.60		

			<u>LABOR</u>				
<u>NUMBER OF WORKERS</u>	<u>DURATION</u> N	<u>HOURS</u> (H)	<u>CLASSIFICATION</u>	<u>HOURLY BASE RATE</u> (BR)	<u>TOTAL HOURLY WAGE RATE</u> (WR)	<u>BASE RATE COSTS</u> (H x BR)	<u>WAGE RATE COST</u> (H x WR)
1	12	12	LAB. FOREMAN	\$16.91	\$24.80	\$202.92	\$297.60
3	12	36	LABORER	\$16.16	\$24.05	\$581.76	\$865.80
3	12	36	OPERATOR	\$21.03	\$31.69	\$757.08	\$1,140.84
TOTAL LABOR HOURS		84	TOTAL BASE RATE COST (TBR)		\$1,541.76		
				TOTAL WAGE RATE COST (TWR)		\$2,304.24	

<u>RATE</u>	<u>MANDATED BURDEN</u>	
7.65%	SOCIAL SECURITY (ON TOTAL TBR)	\$117.94
11.91%	UNEMPLOYMENT TAXES (ON TOTAL TBR)	\$183.62
10.23%	WORKMEN'S COMP. INS. (ON TOTAL TBR)	\$157.72
3.17%	PUBLIC LIABILITY INS. (ON TOTAL TBR)	\$48.87
TOTAL MANDATED BURDEN (TMB)		\$508.15
SUBTOTAL LABOR COSTS (TWR + TMB)		\$2,812.39
15% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)		\$421.86
TOTAL LABOR COST		\$3,234.25

<u>DURATION</u>	<u>QTY.</u>	<u>EQUIPMENT</u>	<u>RENTAL RATE FOR DURATION</u>	<u>RENTAL COST</u>
2 DAY	1	ASPHALT PAVER 130 H.P.	\$1200.00/DAY	\$1,400.00
2 DAY	2	STEEL WHEEL ROLLERS	\$230.00/DAY (EACH)	\$920.00
2 DAY	1	PNEUMATIC WHEEL ROLLER	\$225.00/DAY	\$450.00
				6% SALES TAX (IF RENTED)
				\$166.20
				SUBTOTAL EQUIPMENT COST
				\$2,936.20
				10% OVERHEAD, GEN. SUPT. & PROFIT(ON SUBTOTAL)
				\$293.62
				TOTAL EQUIPMENT COST
				\$3,229.82

<u>SUMMARY</u>	
TOTAL MATERIAL	\$30,878.60
TOTAL LABOR	\$3,234.25
TOTAL EQUIPMENT	\$3,229.82
LESS DEDUCTS (Explain Separately)	N/A
SUBTOTAL	\$37,342.67
1.5% BOND COST ADJUSTMENT(ON SUBTOTAL)	\$560.14
TOTAL PROPOSAL	\$37,902.81

Contractor's Signature

COMPLETING THE FORCE ACCOUNT RECORDS SUBMITTAL FORM

WHEN IS THIS FORM REQUIRED?

This form is required to accompany any and all Force Account Records submitted after the Change Order Packet. Records submitted with the Change Order Packet do not require this form as an attachment. See manual section PROVIDING COST SUBSTANTIATION/FORCE ACCOUNT RECORDS for parameters outlining proper Force Account Records submittal.

WHO WILL COMPLETE THIS FORM?

The top portion of this form shall be completed by the appropriate DGS Construction Inspector or Supervisor reviewing the Force Account Change Order. The bottom portion of the form shall be completed by the Construction Change Order Section upon review and approval of the submitted Force Account Records.

MULTIPLE FORCE ACCOUNT BATCHES/NUMBERING OF SUBMITTALS

Before addressing specific instruction for completing line items on the FORCE ACCOUNT RECORDS SUBMITTAL Form, it is important to give an explanation as to why multiple batches of Force Account Records can be expected for Force Account Change Orders where the Records are submitted after the Change Order has been approved. It must also be explained how the FORCE ACCOUNT RECORDS SUBMITTAL Form accompanying each of those batches shall be numbered.

In instances where the Force Account work will be performed over a time period of long duration, to relieve the Contractor of undue financial hardship, DGS allows the Contractor to invoice for work performed even if the total Change Order work is not complete. The Contractor then submits individual batches of Force Accounts Records (covering a given work period) at regular intervals as the work continues through completion.

By definition, Force Account or time and material work can not be quantified prior to the performance of the work. Therefore a possibility exists that the total cost amount authorized under the original Force Account Change Order issued to start the time and material work, will need to be exceeded to complete the work. If it appears that this cost will be exceeded, the Contractor must bring this possibility to the attention of the Construction Inspector/Inspector Supervisor who will start a supplemental Change Order to continue the force account.

In the event multiple Change Orders are required to complete the Force Account Change Order work, multiple submittals will surely occur and probably one or more batches of Force Account Records submittals will document work started under one Change Order and ended under a supplemental Change Order. Therefore, the proper numbering of the FORCE ACCOUNT RECORDS SUBMITTAL Form can be tricky and can be best illustrated by use of the following example.

EXAMPLE OF MULTIPLE FORCE ACCOUNT BATCHES/NUMBERING OF SUBMITTALS

SCENARIO

While excavating for new steam line installation on a DGS Project, the Prime Contractor discovers that the existing steamline to be replaced by contract and the surrounding soil (which was bid as clean fill for re-use) both contain asbestos. A Change Order is required to clean and dispose of the hazardous material and soil and import clean fill to replace the contaminated soil.

The Contractor is unable to give a fixed price or an accurate unit price for total site abatement prior to the performance of the work. It is also unknown at this time how prevalent the existence of asbestos is as project excavation has just begun. A Force Account Change Order (say No. 17), in the "not to exceed" amount of \$50,000 is started to begin the abatement work. This amount represents a consensus educated guesstimate of the Professional, Contractor and DGS Inspector Supervisor/Manager as to probable cost of work based on known conditions.

Once the Change Order work has continued for some time, it becomes apparent that asbestos exists at every location where steam line replacement is being performed. This realization means that, a.) the original \$50,000 will be easily exceeded and b.) the Contractor will not be financially able to wait until the end of abatement removal to receive payment for work performed. At approximately 30% of abatement/steamline replacement complete to date, Force Account Records total approximately \$40,000. Using extrapolation it is assumed that an additional \$95,000 will be required to complete abatement for the remaining 70%. A supplemental Force Account Change Order (say No. 26) is started to continue the work.

The abatement work is able to be completed within the combined total of \$135,000 authorized under Change Order Nos. 17 & 26. The abatement takes 4 months and the Contractor chooses to submit Force Account Record batches approximately each month for work performed during that monthly interval. The following table summarizes those submissions and the appropriate numbering of the FORCE ACCOUNT RECORDS SUBMITTAL Form(s) accompanying each batch.

	CHANGE ORDER NO. 17 \$50,000			CHANGE ORDER NO. 26 \$95,000	
	BATCH 1 \$31,538	BATCH 2 \$28,079		BATCH 3 \$41,314	BATCH 4 \$42,157
SUBMITTAL NO.	17A	17B	26A	26B	26C
APPROVED C/O COST AMOUNT	\$50,000	\$50,000	\$95,000	\$95,000	\$95,000
WORK PERIOD	8/1 - 8/21	8/22 - 9/11	8/22 - 9/11	9/12 - 0/16	10/17 - 11/20
TOTAL COST OF WORK THIS PERIOD	\$31,538	\$18,462	\$9,617	\$41,314	\$42,157
TOTAL COST F/A RECORDS TO DATE	\$31,538	\$50,000	\$9,617	\$50,931	\$93,088
REMAINING FUNDS IN C/O	\$18,462	\$0	\$85,383	\$44,069	\$1,912 End of F/A Work

TOP SECTION

This SECTION is to be completed by the CONSTRUCTION INSPECTOR/SUPERVISOR monitoring the Force Account work.

CHANGE ORDER NO.

The INSPECTOR/SUPERVISOR shall list the Change Order No. the Force Account Records Batch will be invoiced against. Only one Change Order may be listed on any one FORCE ACCOUNT RECORDS SUBMITTAL Form. If a given batch of Force Account Records will be invoiced against more than one Change Order, a FORCE ACCOUNT RECORDS SUBMITTAL Form must be completed for each Change Order under which the Force Account Records Batch will be invoiced. In the example provided, Batch No. 2 is being invoiced against Change Order Nos. 17 & 26. Therefore two (2) FORCE ACCOUNT RECORDS SUBMITTAL Forms, 17B & 26A will accompany the submitted batch.

SUBMITTAL NO.

The INSPECTOR/SUPERVISOR shall list the FORCE ACCOUNT RECORDS SUBMITTAL NO. for the given Change Order. FORCE ACCOUNT RECORDS SUBMITTAL Forms shall be numbered chronologically using letters A thru Z. In the unlikely event more than 26 submittals are required for a given Change Order, those submittals subsequent to Submittal Z shall be numbered AA thru ZZ.

PROJECT NO., CONTRACT NO., PROJECT TITLE

The INSPECTOR/SUPERVISOR shall list the appropriate PROJECT NO., CONTRACT NO., and PROJECT TITLE.

APPROVED C/O COST AMOUNT

The INSPECTOR/SUPERVISOR shall list the original approved 'not to exceed' cost amount for the referenced Change Order.

RECORDS SUBMITTED FOR WORK PERIOD:

The INSPECTOR/SUPERVISOR shall list the beginning (FROM) and ending (TO) dates for the WORK PERIOD covered by the Force Account Records Batch.

TOTAL COST OF WORK PERFORMED THIS PERIOD

The INSPECTOR/SUPERVISOR shall list the submitted cost amount of the Force Account Records Batch being invoiced against the referenced Change Order. For batches being invoiced exclusively against one Change Order, this submitted cost amount will be equal to the cost amount of the submitted batch. For those batches being invoiced against multiple Change Orders, the sum of submitted cost amounts listed on each FORCE ACCOUNT RECORDS SUBMITTAL Form, will be equal to the cost of the submitted batch. In the example provided, Batch Nos. 1,3,& 4 are each being invoiced exclusively against one Change Order so the individual FORCE ACCOUNT RECORDS SUBMITTAL Form accompanying each batch contain a submitted cost amount equal to the batch cost amount. Batch No. 2 is being invoiced against two (2) Change Orders (Nos. 17 & 26). The sum of submitted cost amounts for FORCE ACCOUNT RECORDS SUBMITTAL Forms 17B & 26A equal the Batch No. 2 cost amount.

TOTAL COST OF FORCE ACCOUNT RECORDS TO DATE

The INSPECTOR/SUPERVISOR shall calculate and list the total cost to date of all the Force Account Records Submittals for a given Change Order. This cost will be equal to the sum of the costs for all the previous submittals up to and including the FORCE ACCOUNT RECORDS SUBMITTAL Form being submitted.

REMAINING FUNDS IN THE CHANGE ORDER

The INSPECTOR/SUPERVISOR shall calculate and list the remaining funds available under the referenced Change Order. This cost amount will be equal to the APPROVED C/O COST AMOUNT minus the TOTAL COST OF FORCE ACCOUNT RECORDS TO DATE.

IS THIS THE FINAL SUBMITTAL FOR THE FORCE ACCOUNT WORK?

The INSPECTOR/SUPERVISOR shall indicate, by answering 'YES' or 'NO', if the current submittal constitutes the last submittal for all the Force Account Work being done under the Change Orders issued for the given work scope. This notification is required by the Construction Change Order Section so that they may release the unused funds back to the Construction Contingency. In the example provided, the last submittal for the Force Account Work to clean, dispose of the hazardous material and soil and import clean fill to replace the contaminated soil, is Submittal 26C. Since there is \$1,912 in remaining funds, the INSPECTOR/SUPERVISOR will need to notify that the Force Account Work Invoicing is complete by answering 'YES' to this question. On all previous submittals this question would have been answered 'NO'.

NAME, SIGNATURE AND DATE

The INSPECTOR/SUPERVISOR shall print name, provide signature and indicate the date the Force Account Records Batch is being submitted with FORCE ACCOUNT RECORDS SUBMITTAL Form(s).

SUBMITTING THE BATCH AND SUBMITTAL FORM FOR FURTHER PROCESSING

The INSPECTOR/SUPERVISOR shall forward the batch and FORCE ACCOUNT RECORDS SUBMITTAL Form to the Construction Change Order Section for review and approval of the Force Account Records.

BOTTOM SECTION

This SECTION is to be completed by the Construction Change Order Section.

REVIEW AND APPROVAL OF RECORDS

Upon receipt of the Force Account Records Batch and FORCE ACCOUNT RECORDS SUBMITTAL Form, The Construction Change Order Section will review the Records. If the records and verification information are found to be acceptable as is, the bottom of FORCE ACCOUNT RECORDS SUBMITTAL Form will be signed and a copy returned immediately to the INSPECTOR/SUPERVISOR who in turn shall give a copy to the Contractor to submit with invoicing.

INCOMPLETE OR IMPROPER RECORDS

In the event the Construction Change Order Section determines that the verification information is insufficient to support the labor, material or equipment costs claimed, the Force Account Records Batch and FORCE ACCOUNT RECORDS SUBMITTAL Form will be returned to the INSPECTOR/SUPERVISOR to coordinate correction with the Contractor.

DGS DETERMINATION OF COST

If the re-submitted information is determined to be acceptable, approval will be authorized as described above. If the information remains unacceptable, the Construction Change Order Section will authorize a revised cost amount for Contractor invoicing. This revised cost amount will be denoted on the FORCE ACCOUNT RECORDS SUBMITTAL Form returned to the Contractor. If the Contractor disagrees with this DGS determination of cost, the Contractor may request a Construction Conference in accordance with the General Conditions of Contract.

FORCE ACCOUNT RECORDS SUBMITTAL

TO BE COMPLETED BY CONSTRUCTION JOBSITE PERSONNEL

CHANGE ORDER NO. _____

SUBMITTAL NO. _____
(Submittals should be numbered A thru Z)

PROJECT NO. _____

APPROVED C/O COST AMOUNT: _____

CONTRACT NO. _____

PROJECT TITLE: _____

RECORDS SUBMITTED FOR WORK PERIOD:

FROM (DATE): _____

TO (DATE): _____

TOTAL COST OF WORK PERFORMED THIS PERIOD:
(SUBMITTAL INVOICE AMOUNT) _____

TOTAL COST OF FORCE ACCOUNT RECORDS TO DATE:
(INCLUDING THIS SUBMITTAL) _____

REMAINING FUNDS IN THIS CHANGE ORDER:
(AFTER CONTRACTOR INVOICES THIS SUBMITTAL) _____

IS THIS THE FINAL SUBMITTAL FOR THE TOTAL FORCE ACCOUNT WORK? YES NO

We are submitting the referenced Force Account Records for Construction Change Order Section review and approval. We have verified that the items listed on these Records reflect material and equipment quantities and labor and equipment hours of actual worked performed.

DGS Construction Authorizing Inspector/Supervisor

Name: _____

Signature: _____

Forward Submittal w/ Force Account Records To:

Date Submitted: _____

Construction Change Order Section
Room 303 Arsenal Building, 18th & Herr Streets
Harrisburg, PA 17125

TO BE COMPLETED BY CHANGE ORDER SECTION PERSONNEL:

Date Submitted: _____

I have reviewed the submitted Force Account Records and conclude that (check one only):

_____ all cost information is reasonable and acceptable.

_____ all cost is not acceptable, an alternative cost of _____ is recommended.

Change Order Section Cost Estimator

Name: _____

Signature: _____

Authorization is granted to Contractor to invoice in the cost amount of _____

Chief, Change Order Section

Name: _____

Signature: _____

Date: _____

COMPLETING THE CHANGE ORDER PACKET COVER SHEET

WHEN IS THIS FORM REQUIRED?

This form is required as Cover Sheet for all Change Order Packets regardless of ROUTE PATH.

WHO SHALL COMPLETE THIS SHEET?

This sheet shall be completed by the Construction Inspector Manager who will draft a hand written copy to be typed by the Regional Clerical Staff. The completed Cover Sheet shall be reviewed (along with the remainder of the Change Order Packet) and signed off by the Construction Regional Director upon completion of review.

CHANGE ORDER ROUTE INFORMATION

The Manager shall indicate which ROUTE PATH (REGULAR, EXPEDITED or FAX) the Change Order has taken.

CHANGE ORDER / PROJECT REFERENCE INFORMATION

The Change Order / Project Information shall be completely listed in the appropriate areas at the top of the Cover Sheet. This information includes date, Change Order No., Project No., Contract No., Phase, Part, Title and Location. The name (and signature upon completion of review) of the Construction Regional Director shall be listed next to the "From:" category and the name of the Chief, Change Order Section listed next to the "To:" category.

DESCRIPTION OF CHANGE ORDER

The Manager shall list the Change Order Description that most accurately depicts the final scope of work being performed under the given Change Order. This description may or may not agree with the original description listed in the computer or the description provided on the GSC-1 Form by the Professional. Often times the description of a Change Order will change during the evolution of the Change Order scoping and pricing. It is the responsibility of the Manager to compare the Packet information to the scope(s) listed and determine the final completed description.

CHANGE ORDER COST AMOUNT

The Manager shall list the final Change Order cost amount and indicate if that amount is a disputed cost amount. In all instances this cost amount shall be the Region's recommended cost for the Change Order. For Regional review of cost, see manual section DGS REGIONAL REVIEW OF C/O PACKET.

CHANGE ORDER CAUSE CODE

The Manager shall list the Region's opinion as to cause for the given Change Order. The Professional's cause as previously listed on either the REQUEST FOR CHANGE ORDER or REQUEST FOR FAX CHANGE ORDER Forms shall not be used as basis for cause. It is the Region's responsibility to provide an informed independent opinion and to provide explanation for that opinion under the Regional Comments section of the Cover Sheet.

REGIONAL COMMENTS

The completed Change Order Packet must include all necessary information to explain the scope of work, the reason work is required, the cause and the justification of cost. The Manager/Regional Director will be responsible for providing, in the Regional Comments section, any information necessary to provide such explanation.

<small>Check one box only:</small>	
REGULAR C/O	<input type="checkbox"/>
EXPEDITED C/O	<input type="checkbox"/>
EMERGENCY (FAX) C/O	<input type="checkbox"/>

CHANGE ORDER PACKET COVER SHEET

Date: _____

To: _____
Chief, Change Order Section

From: _____
Construction Regional Director

Change Order No. _____

Project No. DGS _____

Phase _____ Part _____

e _____

Contract No. DGS _____

Title _____

Location _____

This office certifies that the work proposed is not a contract requirement and therefore requests that a Change Order be authorized as described in the attached packet.

Description of this change order request:

Change Order Cost Amount:

Debit \$ _____

Credit \$ _____

No Cost

The cost amount listed is a disputed dollar amount

Change Order Cause Code:

Request of Using Agency

Professional's Error or Omission

Post Design Code Revision

Unforeseen Condition

Other _____

Regional Comments:

THE CHANGE ORDER APPROVAL LETTER

A CHANGE ORDER APPROVAL LETTER (see example format provided in this manual section) will be issued to the Contractor by the Construction Change Order Section upon review and approval of every Change Order not disputed by DGS.

For REGULAR and EXPEDITED ROUTE Change Orders, the APPROVAL LETTER grants authorization to the Contractor to perform the subject work, and upon completion of work, invoice for that work in a cost amount equal to the final determined cost which has been agreed to by the Contractor and DGS.

For EMERGENCY (FAX) ROUTE Change Orders, the APPROVAL LETTER grants authorization to invoice for previously authorized work, upon completion of that work, in a cost amount equal to the final determined cost which has been agreed to by the Contractor and DGS.

THE FAX CHANGE ORDER AUTHORIZATION LETTER

A FAX CHANGE ORDER AUTHORIZATION LETTER (see example format provided in this manual section) will be issued to the Contractor by the Construction Change Order Section upon review and approval of every REQUEST FOR FAX CHANGE ORDER. This letter grants authorization for the Contractor to perform the subject work. Authorization to invoice for that work, upon completion of the work, will be granted by issuance of the CHANGE ORDER APPROVAL LETTER upon subsequent review and approval of the completed Change Order Packet.

If the subject Change Order work to be performed is to be monitored as a Force Account, language will be provided in this letter directing the Contractor to proceed on this basis.

THE DISPUTED CHANGE ORDER APPROVAL LETTER

A DISPUTED CHANGE ORDER APPROVAL LETTER (see example format provided in this manual section) will be issued to the Contractor by the Construction Change Order Section upon review and approval of every REGULAR or EXPEDITED ROUTE Change Order which contains a Contractor's cost proposal being disputed by DGS. (On rare occasions where FAX UNIT COST or FORCE ACCOUNT Change Orders are provided without proper verification of costs, a DISPUTED CHANGE ORDER APPROVAL LETTER may also be issued.)

The DISPUTED CHANGE ORDER APPROVAL LETTER grants authorization to the Contractor to perform the subject work, and upon completion of work, invoice for that work in a cost amount equal to the final cost as determined by DGS and in conflict with the Contractor's proposed cost.

The body of the DISPUTED CHANGE ORDER APPROVAL LETTER will list the final DGS determined cost and the Contractor's rejected proposed cost. If the basis of the determination is the Professional's alternative cost proposal supplied with the Change Order Packet (and sent as distribution to the Contractor), the letter will indicate as such. If the basis of the determination originates elsewhere, the reason for the discrepancy between the DGS and Contractor's costs will be listed in the body of the letter.

Should the Contractor be dissatisfied with the DGS determination of cost, additional compensation may be pursued upon completion of the Change Order work by writing the Director of Construction and requesting a Construction Conference. The body of the DISPUTED CHANGE ORDER APPROVAL LETTER will advise the Contractor of this course of action with the following exception. If the discrepancy between DGS and Contractor cost is due to the discovery of an arithmetic error or improper application of burden, sales tax, or overhead and profit mark-up in the Contractor's detailed cost breakdown, DGS will consider these items to be indisputable and therefore no advisement will be provided in the letter.

CHANGE ORDER APPROVAL LETTER (EXAMPLE FORMAT REGULAR/EXPEDITED ROUTE)



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

Date: _____

Contractor Name
Contractor Address

Re: Change Order No. _____
Project No. DGS _____
Contract No. DGS _____
Title _____
Location _____

Gentlemen:

The Department of General Services has issued the subject Change Order to your firm in the approved debit/credit amount of \$ _____ to perform the following work scope:

This letter serves as the formal authorization and approval to perform the subject work and invoice for payment upon completion of the work. Enclosed is a copy of the approved Form GSC-1.

Sincerely,

Chief, Change Order Section
Bureau of Construction

cc:	Using Agency Professional Director, B.O.C.	Regional Director Inspector Manager Inspector Supervisor	Field Coordinator Change Order Section File
-----	--	--	---

CHANGE ORDER APPROVAL LETTER (EXAMPLE FORMAT FAX ROUTE)



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

Date: _____

Contractor Name
Contractor Address

Re: Change Order No. _____
Project No. DGS _____
Contract No. DGS _____
Title _____
Location _____

Gentlemen:

The Department of General Services has issued the subject Change Order to your firm in the approved debit/credit amount of \$_____ to perform the following work scope:

This letter serves as the formal authorization and approval to invoice for payment upon completion of previously authorized subject work. Enclosed is a copy of the approved Form GSC-1.

Sincerely,

Chief, Change Order Section
Bureau of Construction

cc:	Using Agency Professional Director, B.O.C.	Regional Director Inspector Manager Inspector Supervisor	Field Coordinator Change Order Section File
-----	--	--	---

FAX CHANGE ORDER AUTHORIZATION LETTER (EXAMPLE FORMAT)



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

Date: _____

Contractor Name
Contractor Address

Re: Change Order No. _____
Project No. DGS _____
Contract No. DGS _____
Title _____
Location _____

Gentlemen:

In accordance with Paragraph 63.131 (B) [or 63.131 (F) for Force Account] of the General Conditions of Contract, this letter is to confirm approval to you this date by _____
Construction Inspector Manager, to complete the above subject change order work in the amount not to exceed \$_____. This amount cannot be exceeded without prior approval.

You are to proceed with execution of this work in order not to delay the project.

By distribution of this letter, the Professional is hereby directed to complete the GSC-1 Form and forward the Form to the Contractor within 5 working days of receipt of the Form.

Sincerely,

Director, Bureau of Construction
or
Deputy Secretary for Public Works

cc: Director, B.O.C. Regional Director Field Coordinator
Using Agency Inspector Manager Change Order Section
Professional Inspector Supervisor File

DISPUTED CHANGE ORDER APPROVAL LETTER (EXAMPLE FORMAT)



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

Date: _____

Contractor Name
Contractor Address

Re: Change Order No. _____
Project No. DGS _____
Contract No. DGS _____
Title _____
Location _____

Gentlemen:

The Department of General Services has issued the subject Change Order to your firm in the approved debit/credit amount of \$_____ to perform the following work scope:

[It has been/The Professional has] determined that your original cost breakdown amount of \$_____ is too[high/low]. The discrepancy in cost is due to _____.

This letter serves as the formal authorization and approval to perform the subject work and invoice for payment upon completion of the work. Enclosed is a copy of the approved Form GSC-1.

If you disagree with this assessment and feel that the work involved is worth [more/less] than \$_____, you may write to the Director of Construction after the work is completed and request a Construction Conference in accordance with Section 63.82 of the General Conditions of Contract.

Sincerely,

Director, Bureau of Construction

cc:	Using Agency Professional Director, B.O.C. File	Regional Director Inspector Manager Inspector Supervisor	Field Coordinator Change Order Section B.O.C. Claims Division
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ADMINISTRATIVE PROCEDURE NO. 11

**REQUEST FOR EXTENSION OF TIME CHANGE ORDER
FORM GSC-5**

- A. All Requests for Extension of Time shall be prepared and processed by the Contractor and the Department in accordance with the Scheduling Article of the General and this Administrative Procedure. The Professional shall process all Requests for Extension of Time in accordance with the General Conditions and this Administrative Procedure.
- B. The Contractor shall obtain Form GSC-5 from DGS' website.
- C. The Contractor must **verbally inform the Department at the first Job Conference after any alleged delay it has encountered**. No forms or correspondence are required at this time, however, the Contractor should verify that the verbal notification of the alleged delay has been noted in the Job Conference Report. **Within ten (10) days** after the end of the alleged delay, the Contractor must submit the Form GSC-5 to the Construction Regional Director.
- D. **Failure to submit the form within ten days may constitute a waiver of the request and result in the denial of the request.**
- E. The front of the form is for the Contractor's use. The Contractor must enter all required information and answer all questions to the best of its ability. The Contractor must utilize the Master Project Schedule (updated and approved as of the date of the submission of the EOT request) to establish the critical activities delayed by the facts submitted with the EOT as discussed in depth in the Scheduling Article of the General Conditions. Omission of data or failure to answer any of the questions **will result in the form being returned** to the Contractor for completion (Please note that the Request Number will be assigned by the Regional Office). The Contractor or its authorized representative is required to sign the Form GSC-5 attesting to the submitted facts.
- F. Only one delay shall be submitted on a GSC-5 Form. Multiple delays must be submitted on separate forms.
- G. If explanation of the delay is lengthy and/or the Contractor wishes to attach additional documentation, it is permissible to indicate "see attached" in any appropriate area of the form. It is mandatory, however, that as much of a factual synopsis as possible be included on the form itself.
- H. Claims for weather related delays must be substantiated by Weather Data, which may be secured from local weather records and/or the National Oceanic & Atmospheric Administration, National Climatic Center, Asheville, North Carolina 28801.
- I. The Contractor will keep one (1) copy of the Form GSC-5, and forward the original to the Construction Regional Director.
- J. Upon receipt of the GSC-5 Form, the Regional Office will review the form to ensure the Contractor has provided the required information, answered all questions and signed the form. If the information is incomplete, the Regional Office will return the original form, with an appropriate explanation, to the Contractor for correction and resubmission. If the GSC-5 conforms to the submission requirements, the Regional Office will assign a sequential number, enter the received date, acknowledge receipt of the request, the date DGS received the request and return a copy to the Contractor for its file. A request number will not be assigned until a properly completed form is received.
- K. The Construction Regional Director or designee(s) shall review the extension request, Contractor's supporting documentation, field documentation and all other sources of information required for evaluation by the Department. The Construction Regional Director's or designees' recommendation shall be appended directly to the form in the appropriate area. Additional sheets may be attached as required. The Regional Director or designee(s) shall also attach all pertinent information and documentation required to justify and support the recommendation. The form shall then be signed and dated by the Regional Director or designee(s) and the original, including all supporting documentation, shall be forwarded to the Director of Construction. The Department's comments constitute a part of the Commonwealth's deliberative process so the Contractor will not receive a copy of the Department's

recommendation. A complete copy of the GSC-5 Form and all supporting documentation should be retained by the Regional Office.

- L. Under certain circumstances, the Department may request the Professional to review an extension of time request. In these instances, the Construction Regional Director or designee(s) will forward the packet to the Professional. The Professional's recommendation shall be appended directly to the form in the appropriate area. Additional sheets may be attached as required. The Professional shall also attach any additional pertinent information and documentation required to justify and support the recommendation. The form shall then be signed and dated by the Professional and the original, including all supporting documentation, shall be forwarded only to the Director of Construction, by letter of transmittal.
- M. The Director's recommendation will be forwarded to the Deputy Secretary for Public Works. The Deputy will review the packet and issue a letter to the Contractor, copy to DGS personnel and the Professional.

ADMINISTRATIVE PROCEDURE NO. 12

SUBMISSION GUIDELINES FOR
STEEL CERTIFICATIONS FOR DGS PROJECTS
PURSUANT TO THE STEEL PRODUCTS PROCUREMENT ACT
73 P.S. §1881, ET SEQ.

GENERAL INFORMATION CONCERNING THE STEEL PRODUCTS PROCUREMENT ACT AND STEEL CERTIFICATIONS

- A. All Prime Contractors shall submit Steel Certification forms to the Construction Inspector Supervisor assigned to the project. Only one fully-executed certification form for each product must be submitted to the Construction Inspector Supervisor.
- B. According to Section 1886 of the Steel Products Procurement Act (the Act), cast iron products are considered to be steel products. The appropriate certification form, therefore, is required to be submitted for cast iron products.
- C. Aluminum and brass products are not steel products; therefore, steel certification forms are not required for such items.
- D. Pursuant to Section 1884(b)(2) of the Act, DGS has created a list of exempt machinery and equipment steel products, which is posted on the DGS website at www.dgs.state.pa.us. If a product to be utilized on the project appears on the exemption list, steel certification forms are not required.
- E. Modification or alteration of the Steel Certification forms is strictly prohibited.
- F. If the entity executing an ST form has a corporate seal, that seal should be impressed in the signature area of the form. The signatures on the ST forms do not have to be notarized, but they must be original signatures. Signature stamps are not acceptable; a form submitted with such a stamp will be rejected.
- G. Questions regarding steel certification submissions and/or compliance with the Act shall be submitted **in writing** to the Construction Inspector Supervisor as soon as possible after the Initial Job Conference. DGS will investigate and render a **written** response in a timely fashion.
- H. **Nothing in this Administrative Procedure should be construed as relieving any prime contractor, subcontractor, supplier or fabricator from complying with the requirements of the Act. Steel Certification forms must be submitted and approved by Departmental personnel before a steel product arrives on site. Any contractor entering into a purchase order for a "steel product" prior to submitting acceptable steel certifications does so at its own risk and faces penalties which include, but are not limited to, nonpayment, and/or replacement costs, and/or debarment. If steel products are incorporated into the project prior to the submission of proper certification, the contractor assumes the full risk of nonpayment, replacement costs and/or debarment if the products are not certifiable.**
- I. GSC-23 forms must be submitted within 15 or 45 days from the effective date of the contract, depending upon the value of the prime contract. (Refer to §8.16 of the General Conditions of the Contract between the Prime Contractor and DGS [1999 edition] and Administrative Procedure #6.) Within 30 days of the Professional's approval of any GSC-23 listing a "steel product", the prime contractor must submit a steel certification for that product.
- J. No Application for Payment containing steel products will be processed until the appropriate steel certification form(s) has been approved by the Department.
- K. **Domestic availability will be determined as of the date the ST-4 form is submitted to DGS for approval.**

- L. The forms that follow ST-1 through ST-4 - have been developed by the Department of General Services for use on the Department's projects alone. The Department assumes no responsibility or liability for any use of these forms on the public works projects of any other entity subject to the Act.
- M. The North American Free Trade Agreement (NAFTA) does not supersede or preempt the Act.

ST-1

**THIS FORM MUST BE FILLED OUT FOR EACH "STEEL PRODUCT"
ON A DGS PROJECT UNLESS OTHERWISE NOTED.**

SECTION A

Line #1 This is the Prime Contractor's formal business name. If a sub's name appears on this form, the form must be rejected and resubmitted.

Line #2 This is the prime contractor's business address.

Line #3 This is the prime contractor's business phone number.

Line #4 This is the date the ST form is submitted to DGS.

Line #5 This is the DGS contract number for the project.

Line #6 This is the DGS project description.

Line #7 This is the "steel product" being certified, such as an I-beam, angle, bolt, channel, etc. The prime contractor may not fill in the line with a description like "structural steel", heating unit" or "air conditioning system".

**LINE #7 IS THE MOST CRITICAL PART OF THE FORM.
FAILURE TO PROPERLY FILL OUT LINE #7 ON EACH ST FORM
MAKES THE ENTIRE FORM INVALID AND A NEW FORM MUST BE SUBMITTED.**

NOTE: The prime contractor does not have to submit a form for each piece of steel which is being put into the project. The prime contractor only has to submit an ST form for each type of steel product. For example, if the project needs 56 I-Beams of varying lengths, the contractor must submit **1 ST form** for "steel I-Beams" with a listing of the various sizes covered by that ST form. The contractor does not submit 56 ST-1 forms. If, on the other hand, only 30 of the I-Beams are identifiable (stamped) structural steel, the contractor submits an ST-1 form with Section B(1) marked off. The other 26 I-Beams are non-identifiable structural steel, so the contractor must also submit an ST-1 with Section B(2) marked off and attached the appropriate supporting documentation.

If the contractor is using different suppliers, each supplier must submit the appropriate steel form.

Line #8 This refers to the corresponding GSC-23 submittal number.

Line #9 This is the fabricator or supplier of the product listed on Line #7.

SECTION B

ONLY ONE OF THESE ITEMS CAN BE CHECKED AS APPLICABLE

_____ **1. Identifiable Steel Product**

This type of steel product is limited to products which are stamped "made in the USA" or otherwise identifiable as U.S. Steel.

a) supporting documentation: Prime Contractor only needs to submit the ST-1 form. DGS field personnel will verify the markings when product arrives on-site.

_____ **2. Non-identifiable Structural Steel Product**

This type of steel product is limited to items of structural steel which are not marked as made in USA.

a) supporting documentation: Prime contractor must also submit, attached to the ST-1 form, bills of lading, invoices and mill certificates.

_____ **3. Non-identifiable, Non-structural Steel Product**

This type of steel product is every product which is non-structural steel, including, but not limited to, doors, door frames, windows, machinery and equipment.

a) supporting documentation: Fully executed ST-2

b) NOTE: A steel product may not appear on any Application for Payment until such time as the ST-1 and ST-2 are accepted by DGS.

SECTION C

1. Language – **No modifications, cross-outs or alterations of any type may be made to the language of this certification paragraph.**
2. Signature – Two signatures are required on the ST-1 form. The Prime Contractor's President/Vice President must sign on one line **and** the Secretary or Treasurer must sign as a witness. The names should be typed or printed beneath the signature lines. Failure to type in the names **does not** invalidate the ST form.

ST-1 STEEL ORIGIN CERTIFICATION: PRIME CONTRACTOR

This form must be executed by the Prime Contractor and submitted to the CIS within 30 days from the date the Professional approves a GSC-23 listing a "steel product". No steel product may be delivered on-site unless DGS has received an ST form. A completed form is required for each type of steel product (e.g., beams, columns, stairways, etc.), from each supplier but not for each piece of steel product.

A. TO BE COMPLETED BY THE PRIME CONTRACTOR:

- 1. Name of Contractor's firm _____
- 2. Firm's address: _____
- 3. Firm's phone number: _____ 4. Date submitted: _____
- 5. Contract No. _____ 6. Contract Title _____
- 7. Steel Product Certified: _____ 8. GSC-23: _____
- 9. Name & Address of Supplier: _____

B. TYPE OF STEEL PRODUCT (Check and complete one (1) applicable category):

- 10. _____ **Identifiable steel product:** 100% of the steel in the product is identifiably marked as manufactured in the United States.
 - a. Other documentation required: **NONE**
 - b. Manner in which steel product is identifiable:
 - (1) _____ Stamped "Made in U.S.A."
 - (2) _____ Stamped "Made in _____."
 - (3) _____ Other: Explain: _____
- 11. _____ **Non-identifiable structural steel:** Less than 100% of the steel contained in the product is identifiable as provided above. Structural steel is defined as steel products used as a basic structural element of a project (i.e., steel beams, columns, decking, stairways, reinforcing bars, structural lintels, pipes, etc.)
 - a. Other documentation **required:** Bills of lading, invoices and mill certificates that certify that the steel contained in the product was melted and/or manufactured in the United States.
- 12. _____ **Non-identifiable non-structural steel:** all other steel products including door and window frames, machines, equipment, etc.
 - a. Other documentation **required:** Executed Form ST-2

CERTIFICATION: I, the undersigned office of the Contractor, do certify that, to the best of my knowledge, the steel product listed above complies with the provisions of the Steel Products Procurement Act (73 P.S. § 1881, et seq., as amended). I understand that by signing this document I certify that the facts contained herein are true. I further understand that this document is subject to the provision of the Unsworn Falsification to Authorities (18 P.S. § 409) and the Steel Products Procurement Act, which provides penalties including, but not limited to, debarment from bidding on any Commonwealth of Pennsylvania public works project for a period of five years. I agree to provide documentation supporting these facts if requested by the Commonwealth. The Commonwealth reserves the right to pursue any action deemed necessary to protect the Commonwealth's interest and ensure compliance with the laws of the Commonwealth.

WITNESS:

Name: Secretary or Treasurer

Name: President or Vice President (Seal)

ST-2

This form must be filled out for non-identifiable, non-structural steel products.

SECTION A To be filled out by the Purchaser, the firm that pays the Fabricator

Line #1 This is the name of the firm that is dealing directly with the Fabricator

Line #2 This is the purchaser's mailing address.

Line #3 This is the purchaser's business phone.

Line #4 This is the date the ST-2 form is sent to the fabricator.

Line #5 This is the DGS contract number or the project.

Line #6 This is the DGS project description.

Line #7 This is the "steel product" being certified, such as a chiller, condenser, hollow metal doors. The prime contractor may not fill in the line with a description like "structural steel", "heating unit" or "air conditioning Unit". The model number, if any, of the steel product must be listed as indicated.

**LINE #7 IS THE MOST CRITICAL PART OF THE FORM.
FAILURE TO PROPERLY FILL OUT LINE #7 ON EACH ST FORM
MAKES THE ENTIRE FORM INVALID AND A NEW FORM MUST BE
SUBMITTED.**

Line #8 This refers to the corresponding GSC-23 submittal number.

SECTION B To be filled out by the Fabricator, the firm that assembles the product listed on Line #7.

Line #9 This is the Fabricator's name.

Line #10 This is the Fabricator's mailing address.

Line #11 This is the Fabricator's business phone.

Line #12 This is the date the Fabricator receives the ST-2 from the Purchaser.

Line #13 This is the Fabricator's Federal I.D. number.

SECTION C

1. Language – **No modifications, cross-outs or alterations of any type may be made to the language of this certification paragraph.**
2. Signature – Two signatures are required on the ST-1 form. The Prime Contractor's President/Vice President must sign on one line and the Secretary or Treasurer must sign as a witness. The names should be typed or printed beneath the signature lines. Failure to type in the names **does not** invalidate the ST form.

ST-2 STEEL ORIGIN CERTIFICATION:
NON-IDENTIFIABLE, NON-STRUCTURAL STEEL

This form must be executed by the Purchaser and the Fabricator of any item containing steel that is not structural steel. This form must be submitted to the CIS within 30 days from the date the Professional approved a GSC-23 listing a "steel product". No steel product may be delivered on-site unless DGS has received the ST form. Structural steel is defined as steel products used as a basic structural element or a project (i.e. steel beams, columns, decking stairways, reinforcing bars, pipes, etc.). Purchasers of structural steel products (contractors or subcontractors) **must** provide bills of lading, invoices **and** mill certifications that the steel was manufactured in the United States instead of this form. The Fabricator shall be herein defined as the firm that assembles the component parts of the product to be purchased. The Department of General Services will accept the certification of firms that are earlier in the chain of purchase (i.e. manufacturers of components, steel suppliers) in lieu of the Fabricator.

A. TO BE COMPLETED BY THE PURCHASER:

1. Name of purchasing firm: _____
 2. Firm's address: _____
 3. Firm's phone number: _____ 4. Date submitted to Fabricator: _____
 5. Contract No. DGS _____ 6. Contract Title: _____
 7. Steel Product Certified: _____ 8: GSC-23# _____
- Model: _____

6. TO BE COMPLETED BY THE FABRICATOR/MANUFACTURER:

9. Name of firm: _____
10. Address of firm: _____
11. Firms phone number: _____ 12. Date Received: _____
13. Federal Employer ID. No: _____

CERTIFICATION: I, the undersigned officer of the Fabricator/Manufacturer, do certify that our firm assembled/fabricated the components to the steel products listed in Section A, Item 7, and that all steel components therein are comprised of steel that is melted and/or fabricated in the United States. I understand that, by signing this document, I certify that I have received assurances from the suppliers/manufacturers of the components that said components do not contain foreign manufactured steel. I further understand that this document is subject to the provisions of the Unsworn Falsification to Authorities Act (18 P.S. § 4904). I also understand that I am subject to the provisions of the Steel Products Procurement Act (73 P.S. § 1881, et. seq.) which provides penalties including, but not limited to, debarment from supplying any products for Commonwealth of Pennsylvania Public works projects for a period of five (5) years for violations therein. I agree to provide documentation supporting these facts if requested by the Commonwealth. The Commonwealth reserves the right to pursue any action deemed necessary to protect the Commonwealth's interest and ensure compliance with the laws of the Commonwealth.

WITNESS:

Name:
Secretary or Treasurer

Name:
President or Vice President

(Seal)

ST-3

2-STEP ELIGIBILITY ANALYSIS:

BEFORE A PRIME CONTRACTOR CAN SUBMIT AN ST-3, THE FOLLOWING ANALYSIS MUST BE SATISFIED

STEP #1: The contractor must establish that the “product” **contains BOTH:**

- Steel melted in the USA

AND

- Foreign Steel

Note: Step #1 focuses upon the content of the “product”.

Note: The % need not be close; it can be 99-1, so long as there is both foreign and domestic steel in the “product”.

STEP #2: The contractor must establish that 75% of the cost of the “product” has been mined, produced or manufactured in the USA.

Note: Step #2 focuses upon the cost of the entire “product”, not just the steel within it.

SECTION A

Line #1 This is the Prime Contractor’s name.

Line #2 This is the Prime Contractor’s business address.

Line #3 This is the Prime Contractor’s phone number.

Line #4 This is the date the ST-3 is submitted to the fabricator.

Line #5 This is the DGS contract number for the project.

Line #6 This is the DGS project description.

Line #7 This is the “steel product” being certified, such as a chiller, condenser, hollow metal doors. The prime contractor may not fill in the line with a description like “structural steel”, “heating unit” or “air conditioning unit”. The model number, if any, or the steel product must be listed as indicated.

**LINE #7 IS THE MOST CRITICAL PART OF THE FORM.
FAILURE TO PROPERLY FILL OUT LINE #7 ON EACH ST FORM
MAKES THE ENTIRE FORM INVALID AND A NEW FORM MUST BE
SUBMITTED.**

Line #8 This refers to the corresponding GSC-23 submittal number.

SECTION B To be filled out by the Fabricator/Manufacturer, the firm that fabricates the product listed on Line #7.

Line #9 This is the Fabricator's name.

Line #10 This is the Fabricator's business address.

Line #11 This is the Fabricator's business phone.

Line #12 This is the date the Fabricator receives the ST-3 from the purchaser.

Line #13 This is the Fabricator's Federal I.D. Number.

Line #14 The Fabricator must insert the percentage of the cost of the articles, materials and supplies which have been mined, produced or manufactured in the U.S. for the product listed on Line #7.

SECTION C

1. Language – **No modifications, cross-outs or alterations of any type may be made to the language of this certification paragraph.**
2. Signature – Two signatures are required on the ST-3 form. The Fabricator's President/Vice President must sign on one line **and** the Secretary or Treasurer must sign as a witness. The names should be typed or printed beneath the signature lines. Failure to type in the names does not validate the ST form.

NOTES on ST-3 Forms:

- It is not necessary to submit an ST-1 with the ST-3.
- **DGS reserves the right to request additional documentation to support the percentage specified on Line 14. If the Fabricator/manufacturer refuses to produce such documentation and/or DGS deems it to be in the Commonwealth's best interests, DGS may request the Office of Inspector General to investigate the submission of the ST-3 form.**

ST-3
75% U.S. MANUFACTURE CERTIFICATION

The Steel Products Procurement Act (73 P.S. § 1881, et. seq.) allows the use of steel products with **both** foreign and domestic steel **if at least 75 percent of the cost** of the materials (including steel, rubber, wood, plastics, etc.) in the product are manufactured or produced, as the case may be, in the United States.

This form must be executed by a Fabricator of any item containing BOTH U.S. AND FOREIGN STEEL. The fabricator shall hereby be defined as the firm that assembles the component parts of the product to be purchased. The Department of General Services will accept the certification of firms that are **earlier** in the chain of purchase (i.e., manufacturers of components, steel suppliers) in lieu of the Fabricator.

This form must be submitted to the CIS within 30 days from the date the Professional approves a GSC-23 listing a "steel product". No steel product may be delivered on-site unless DGS has received an ST form.

A. TO BE COMPLETED BY THE PRIME CONTRACTOR (PURCHASER):

1. Name of Contractor: _____
 2. Address of Contractor: _____
 3. Phone Number: _____ 4. Date submitted to Fabricator: _____
 5. Contract No. DGS: _____ 6. Contract Title: _____
 7. Steel Product Certified: _____ 8. GSC-23# _____
- Model: _____

B. TO BE COMPLETED BY THE FABRICATOR/MANUFACTURER:

9. Name of Firm: _____
10. Address of Firm: _____
11. Firm's Phone number: _____ 12. Date Received: _____
13. Federal Employer ID No. _____
14. Percentage of the cost of the articles, materials and supplies which have been mined, produced or manufactured in the U.S. for the product listed above on line 7: _____

CERTIFICATION: I, the undersigned Officer of the Fabricator/Manufacturer, do certify that our firm assembled/manufactured the components to the steel product listed in Section 7, that the steel in said product is both foreign and domestically manufactured, and that all the facts contained in this document are true. I agree to provide documentation supporting these facts if requested by the Commonwealth. I further understand that this document is subject to the provisions of the unsworn Falsification to Authorities Act (18 P.S. § 4904) and the Steel products Procurement Act (73 P.S. §1881, et seq.) which provide penalties including, but not limited to, debarment from supplying any products for Commonwealth of Pennsylvania public works projects for a period of five (5) years for violations therein. The Commonwealth reserves the right to pursue any action deemed necessary to protect the Commonwealth's interest and ensure compliance with the laws of the Commonwealth.

WITNESS:

Name:
Secretary or Treasurer

Name: (Seal)
President or Vice President

ST-4

This form may be submitted in circumstances where the Prime contractor believes that the “product” on Line #7 is not made in sufficient quantities to satisfy the requirements of the contract.

The information submitted by a Prime contractor is subject to verification by the Department. Any Prime contractor who executes a Purchase Order or other type of purchase agreement encompassing a “steel product” prior to receiving the Department’s written determination that the “steel product” listed on Line #7 of the ST-4 form is not manufactured in sufficient quantity to meet the requirements of the project does so at its own risk and faces penalties including, but not limited to, non-payment for the product; removal and replacement of the product at its own costs; and/or an Office of Inspector General investigation which may lead to debarment.

**Domestic availability will be determined as of the date
the ST-4 form is submitted to DGS for approval**

Line #1 this is the Prime Contractor’s formal business name.

Line #2 This is the Prime Contractor’s business address.

Line #3 This is the Prime Contractor’s business phone.

Line #4 This is the date the ST-4 form is submitted to DGS.

Line #5 This is the DGS contract number for the project.

Line #6 This is the DGS project description.

Line #7 This is the “steel product” being certified, such as a chiller, condenser, hollow metal doors. The prime contractor may not fill in the line with a description like “structural steel”, “heating unit” or air conditioning unit”.

**LINE #7 IS THE MOST CRITICAL PART OF THE FORM.
FAILURE TO PROPERLY FILL OUT LINE #7 ON EACH ST FORM
MAKES THE ENTIRE FORM INVALID AND A NEW FORM MUST BE
SUBMITTED FOR APPROVAL.**

Line #8 This refers to corresponding GSC-23 submittal number.

Line #9 These four lines, (a) through (d), are to be filled out completely by the Prime Contractor. At least four suppliers/manufacturers must be contacted by the Prime Contractor to ascertain if the “product” on Line #7 is manufactured with domestic steel.

CERTIFICATION

1. Language – **No modifications, cross-outs or alterations of any type may be made to the language of this certification paragraph.**
2. Signature – Two signatures are required on the ST-4 form. The Prime Contractor’s President/Vice President must sign on one line **and** the Secretary or Treasurer must sign as a witness. The names should be typed or printed beneath the signature line. Failure to type in the names **does not** invalidate the ST form.

NOTE ON ST-4 FORMS:

- It is not necessary to submit an ST-1 form with an ST-4 form.

ST-4 NOT DOMESTICALLY MANUFACTURED: PRIME CONTRACTOR

This form must be executed by the Prime Contractor and submitted to the CIS within 30 days from the date the Professional approves a GSC-23 listing a “steel product”. No steel product may be delivered on-site unless DGS has received, reviewed and provided written approval of the ST-4 form. An ST-4 form can only be submitted for approval when a steel product is not domestically produced in sufficient quantities. DGS will verify the accuracy of the information on the ST-4 form and will contact additional suppliers/manufacturers to ascertain the availability of a domestic steel product.

1. Prime Contractor: _____ 2. Address: _____
3. Phone Number: _____ 4. Date Submitted: _____ 5. Contract No. DGS: _____
6. Contract Title: _____ 7. Steel Product: _____ 8. GSC-23: _____
9. Suppliers/manufacturers contacted by the Prime Contractor that claimed that the above product is not produced/manufactured with U.S. manufactured steel. At least four Suppliers/Manufacturers are needed. Manufacturers listed in specifications must be contacted.
- 10.
- a. Firm Name: _____ Phone Number: _____
Address: _____
Person Contacted: _____ Date Contacted: _____
- b. Firm Name: _____ Phone Number: _____
Address: _____
Person Contacted: _____ Date Contacted: _____
- c. Firm Name: _____ Phone Number: _____
Address: _____
Person Contacted: _____ Date Contacted: _____
- d. Firm Name: _____ Phone Number: _____
Address: _____
Person Contacted: _____ Date Contacted: _____

CERTIFICATION: I, the undersigned Officer of the Contractor, do certify that I have contacted the firms listed in Section 9, and was informed that said firms do not produce/manufacture the steel product listed on Line 7 with U.S. Steel in sufficient quantities to complete the above-referenced project. I understand that this document is subject to the provisions of the Unsworn Falsifications to Authorities Act (18 P.S. § 4904) and the Steel Products Procurement Act, which provide penalties including, but not limited to, debarment from bidding on any Commonwealth of Pennsylvania public works project for a period of five years. The Commonwealth reserves the right to pursue any action deemed necessary to protect the Commonwealth’s interest and ensure compliance with the laws of the Commonwealth.

WITNESS:

Name:
Secretary or Treasurer

Name: (SEAL)
President or Vice President

ST-4 FORM FOR DGS USE ONLY – CONTRACTORS – DO NOT WRITE ON THIS SIDE OF ST FORM

A. Field Personnel CIS: _____

1. Date ST-4 submitted by Prime Contractor: _____
2. _____
3. Date ST-4 forwarded to Regional Director: _____

B. Regional Director

1. Date ST-4 forwarded to Harrisburg E/A: _____

C. Bureau of Engineering/Architecture

1. Date received from the Region: _____
2. Referred to for review: _____
3. Additional Suppliers/Manufacturers Contacted to verify domestic availability:

a. Firm Name: _____ Phone: _____

Address: _____

Person Contacted: _____ Date Contacted: _____

b. Firm Name: _____ Phone: _____

Address: _____

Person Contacted: _____ Date Contacted: _____

c. Firm Name: _____ Phone: _____

Address: _____

Person Contacted: _____ Date Contacted: _____

D. Office of Chief Counsel Date received: _____ Action: _____

E. Deputy Secretary Date received: _____ Action: _____

ADMINISTRATIVE PROCEDURE NO. 13

FIELD DISPUTE FORM

A. General Information on Dispute Process

1. The Dispute Process is set forth in detail in the Disputes Article of the General Conditions.
2. The Contractor shall use the Field Dispute Resolution Form attached to and incorporated by reference to this Administrative Procedure.

DGS Project _____

Page 1 of _____

Field Dispute Review

Meeting Form

This Section for DGS Use Only

Contract No. . _____

Project %: 25 50 75 100 Other

Date of FDR Meeting:

_____/_____/_____

SECTION 1 TO BE FILED OUT BY CONTRACTOR FILING CLAIM:

A. General Description of Work Performed Since the Last FDR Meeting:

B. General Description of Work To Be Performed in the Near Future:

C. Status of Disputes Raised at Previous FDR Meetings:

D. New Disputes Arising Since the Previous FDR Meeting (for each, set forth the schedule impacts based upon the current Master Project Schedule and a proposed solution to the dispute, including days needed in an EOT, damages and the identity of the party the Contractor believes is responsible for creating the dispute):

DGS Project _____

Page 2 of _____

Field Dispute Review

Meeting Form

D. New Disputes Arising Since the Previous FDR Meeting (continued):

For additional space to continue dispute identification, attach additional sheets as necessary, which will be incorporated by reference.)

CERTIFICATION BY CONTRACTOR:

I hereby certify that this dispute is made in good faith; that the supporting documentation and data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Department is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

Signature

Date

Name Printed Legibly

ADMINISTRATIVE PROCEDURE NO. 14

OCCUPANCY/UTILIZATION INSPECTION

**CERTIFICATE OF OCCUPANCY/UTILIZATION
FORM GSC- 46**

FINAL INSPECTION

CERTIFICATE OF COMPLETION AND FINAL PAYMENT - FORM GSC-47

A. Utilization/Occupancy Inspection

1. The Department may use or permit the Using Agency to use or occupy any completed or partially completed portion(s) of the Work in accordance with the General Conditions and this Administrative Procedure.
2. The request for partial occupancy by the Using Agency must be made, in writing, to the Construction Regional Director. If permission is granted, by the Department, the Construction Regional Director or designee will establish the date and time for an Occupancy/Utilization Inspection and will notify the following:
 - a. Director of Construction
 - b. Professional (Bureau of E/A, Project Coordinator)
 - c. Prime Contractor(s), as required
 - d. Project Site
 - e. Using Agency
 - f. Facility
3. **The Occupancy/Utilization Inspection will be conducted to evaluate the area(s) to be occupied or equipment to be utilized for conformity to the Contract Documents. The use and/or occupancy of the work does not constitute acceptance of any portion so taken or used. The Occupancy/Utilization Inspection must be attended by the Department, the Professional, the Contractor(s) and a representative of the Using Agency.**
4. The Professional shall conduct the inspection, unless another party is designated by the Department. A report of the Occupancy/Utilization Inspection shall be prepared and distributed in accordance with Administrative Procedure No.1, by the Construction Regional Director or designee **within five (5) work days of the inspection**, and shall include the following information:
 - a. Project Number and Contract Number(s)
 - b. Name of Facility
 - c. Project Description
 - d. Project Location
 - e. Area(s) and/or equipment to be occupied/utilized
 - f. Attendees along with their respective title and organization
 - g. The responsibilities of the Contractor for maintenance, heat and utilities
 - h. A list of all items remaining to be completed or corrected in the area(s) to be occupied or equipment to be used
 - i. Form GSC-46, "Certificate of Occupancy/Utilization"

B. Certificate of Occupancy/Utilization – Form GSC-46

1. The Construction Regional Director will provide a copy of the Form GSC-46 to the Professional or designee, as determined by the Department. The form must be prepared by the Professional or designee, as determined by the Department, and submitted in an original and four copies to the Construction Regional Director.

2. At the conclusion of the Occupancy/Utilization Inspection, the attendees shall review the responsibilities of the Contractor for maintenance, heat and utilities, the remaining items to be completed or corrected and shall sign Form GSC-46 to indicate their concurrence with the items.
3. The Punch List, prepared by the Professional or designee, as determined by the Department, shall be appended directly to the Form GSC-46. Additional sheets may be attached as required. The Punch List shall indicate, in detail, all items requiring completion or correction. The failure to include an item on the Punch List will not relieve the Contractor(s) of its responsibility to complete all Work in accordance with the Contract Documents.
4. The Construction Regional Director shall, **within five (5) working days after receipt**, review the Certificate of Occupancy/Utilization for completeness. If properly completed, the Regional Director shall sign, date and distribute the Form GSC-46, with any attachments, in accordance with Administrative Procedure No. 1.
5. The Using Agency shall not be permitted to occupy nor utilize any portion of the Work until a fully executed copy of the Form GSC-46 has been received from the Construction Regional Director.
6. **The date of the fully executed Form GSC-46 shall be the start date of any warranties or guarantees associated with the occupied area(s) or utilized equipment.**
7. Any damage subsequent to the inspection due solely to the use and/or occupancy of the completed or partially completed portion of the Work shall not be the responsibility of the Contractor.

C. Final Inspection

1. The Final Inspection for the contract shall be requested and conducted in accordance with the General Conditions and this Administrative Procedure. The Contractor's request for a Final Inspection **must be submitted, in writing, to the Construction Regional Director.**
2. **Within thirty (30) days of receipt of the request**, the Construction Regional Director shall establish a date and time for the Final Inspection and will notify the following:
 - a. Director of Construction
 - b. Professional (Bureau of E/A, Project Coordinator)
 - c. Prime Contractor(s), as required
 - d. Project Site
 - e. Using Agency
 - f. Facility
3. The Final Inspection must be attended by the Department, the Professional, the Contractor(s) and a representative of the Using Agency.
4. The Contractor shall submit, at the Final Inspection, an Application for Final Payment to the Construction Inspector Supervisor. The final Application for Payment should be completed and submitted in its entirety and in accordance with Administrative Procedure No. 9.
 - a. Line numbers 9, 10, 12 and 14 of the Form GSC-17, "Recapitulation of Contractors Application for Payment," should not be completed until the conclusion of the Final Inspection and all Punch List items requiring funds to be retained, as provided in the General Conditions, have been determined. At that time, the Contractor, the Professional and the Construction Inspector Supervisor shall review the total amount to be retained, if any, and complete the applicable portions of the Form GSC-17. The Construction Inspector Supervisor shall then prepare and submit the final Application for Payment to the Fiscal Division in accordance with Administrative Procedure No. 9.
5. The Construction Regional Director or designee shall conduct the Final Inspection. The inspection shall include all aspects of the Contract(s), including any areas or equipment previously occupied or utilized by the Using Agency or Department. If the work is at "substantially completion", in accordance with the definition set forth in the General Conditions, a report of the Final Inspection shall be prepared and distributed in

accordance with Administrative Procedure No. 1, by the Construction Regional Director or designee **within five (5) work days of the inspection**, and shall include the following information:

- a. Project Number and Contract Number(s)
- b. Name of Facility
- c. Project Description
- d. Project Location
- e. Attendees along with their respective title and organization
- f. A detailed list of all remaining Punch List Work to be completed or corrected with a reasonable cost to complete each item and a statement that all items shall be completed **within thirty (30) days** from the date of Final Inspection.
- g. The status of any pending change orders and the status of the associated work
- h. The status of payment of approved change orders to include CO#, approval date, debit/credit and amount to be paid
- i. The status of claims, if any, to include the request date and position within the Department system
- j. The status of Requests for Extension of Time, if any, to include request date, number and position within the Departmental system
- k. Liquidated damages, if any, to include the number of days overrun, amount per day and total amount to be withheld
- l. Recapitulation of retained amounts to include the following:
 - i. Punch List Items, plus one and one-half times the aggregate value of the items
 - ii. Credit Change Orders
 - iii. Pending Claims
 - iv. Liquidated Damages
- m. The status of Small Diverse Business Commitments
- n. The status of Bonds, Guarantees, Warranties, Tests and Instructions still required, to include page and paragraph of the specifications
- o. The status of the Department's Field Office As-Built Record Drawings
- p. The status of Contractor's papers, Form GSC-24 (\$500.00 shall be retained until properly submitted)
- q. General comments, if any
- r. Statement regarding the start date of all warranties and guarantees
- s. Statement that the Contract has been completed in accordance with the plans and specifications
- t. Statement that the Contractor shall continue insurance coverage pending written permission to terminate by the Department
- u. Statement that the Report as written shall be deemed acceptable to all parties in receipt, unless written notification of objections is received by the Construction Regional Director within seven days of receipt of the Final Inspection Report
- v. Form GSC-47, "Certificate of Final Inspection and Final Payment"

If, through the course of the inspection, it is determined by the Professional that the work is not "substantially complete" in accordance with the definition in the General Conditions of Contract, the Professional shall not issue the Certificate of Completion and Final Payment. The Professional shall notify the Department and the Contractor, in writing, substantiating the reasons for the denial.

Certificate of Final Inspection and Final Payment – Form GSC-47

1. The Construction Regional Director will provide a copy of the Form GSC-47 to the Professional or designee, as determined by the Department. The form must be prepared by the Professional or designee, as determined by the Department, and submitted in an original and four copies to the Construction Regional Director.
2. At the conclusion of the Final Inspection, the attendees shall review all of the remaining responsibilities of the Contractor, the remaining responsibilities of the Professional, the status of all pending change orders, the status of all pending Requests for Extension of Time, the status of any pending claims against the Department or any other Prime Contractor and any other obligations of any party necessary to fulfill the requirements of the Contract Documents. Upon completion of this review the Contractor, Professional and the Construction Regional Director or designee shall affix their signatures to the Form GSC-47, Certificate of Final Inspection to indicate their concurrence with the remaining responsibilities of each party.

3. The Punch List, prepared by the Professional or designee, as determined by the Department, shall be appended directly to the Form GSC-47. Additional sheets may be attached as required. The Punch List shall indicate, in detail, all items requiring completion or correction and a reasonable cost of completion plus one and one-half times the aggregate value of the items.'
4. The Construction Regional Director shall, **within five (5) working days after receipt**, review the Certificate of Final Inspection and Final Payment for completeness and attach the Form GSC-47 to the Final Inspection Report, as indicated in Final Inspection paragraph above.

ADMINISTRATIVE PROCEDURE NO. 15

SMALL DIVERSE BUSINESS PARTICIPATION

A. **General Information:** If the awarded amount of the Contract exceeds \$50,000, the Contractor must designate a choice in their Contract to either Opt-in or provide Good Faith Efforts to meet the Minimum Participation Level (MPL) for Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBEs), and Service-Disabled Veteran Business Enterprises (SDVBEs) (together referred to hereinafter as Small Diverse Businesses) on the Project. If the Contractor is a Small Diverse Business firm, DGS will not credit the value of the Contractor's contract toward meeting the MPLs. All Contractors (including Contractors which are SDB) are required to comply with this Small Diverse Business Participation requirement. Each option is described as follows:

- a. 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 their use of reasonable efforts to identify, solicit, and secure commitments with Small Diverse Businesses on all subcontracts, and purchase orders greater than \$10,000 throughout the duration of the Project.

- b. The participation level shall apply to the total awarded contract value.
- c. The Small Diverse Business participation may include all tiers of design and/or construction.

B. Contractor's Duty.

- a. The participation level is to be maintained throughout the term of the Contract and shall apply to the contract award value.
- b. The Contractor shall submit an Small Diverse Business Utilization Report with each Application for Payment regardless of the option chosen (Opt-in or Good Faith Effort) (See section C below).
- c. If Opt-in was selected, the Contractor has until the date of the Close-Out Inspection to meet or exceed the MPL for the Project. This will be tracked through the Small Diverse Business Utilization Report.
- d. If the Good Faith Effort was selected, the Contractor must document its use of reasonable efforts to identify, solicit, and secure commitments with Small Diverse Businesses on all subcontracts and purchase orders greater than \$10,000 throughout the duration of the Project. Documentary evidence must include, but is not limited to, the following (“Good Faith Effort documentation”):
 1. A certification that the contractor accessed the DGS web site database of DGS-certified Small Diverse Businesses to identify DGS-certified Small Diverse Businesses for the subcontract or purchase order. The Certification Form is included with this Administrative Procedure No. 15.

2. A record of all companies solicited for the subcontract or purchase order that can perform the scope of work to be subcontracted or supply to be delivered, identifying any DGS-certified Small Diverse Businesses.
3. A record of the all quotes received showing company name and address, contact person, telephone number, Small Diverse Business status, subcontractor, manufacturer, or supplier, scope of work to be performed or supply to be delivered, and the amount of the quote and identification of the selected subcontractor/supplier.
4. A certification that the contractor negotiated fairly with responsive DGS-certified Small Diverse Businesses and, if commitments were not made, that such non-commitment related to the Small Diverse Business' capability or price. The Certification Form is included with this Administrative Procedure No. 15.

Upon written notice from DGS, the Contractor will be required to submit, within ten (10) calendar days from the date such notice is received, the above Good Faith Effort documentation for review and compliance. Failure to submit such documents within the timeframe provided will result in a noncompliance entry into the Commonwealth's Contractor Responsibility Program and may be considered a substantial breach of the Contract, as determined by the DGS.

C. Small Diverse Business Utilization Report

- a. This report must be submitted with each Application for Payment regardless of which option the Contractor selected.
- b. Starting with either the first full month after the Initial Job Conference or the first Application for Payment (whichever is earlier), the Contractor must submit a Small Diverse Business Utilization Report. Thereafter, an updated Small Diverse Business Utilization Report shall be submitted with each Application for Payment.
- c. Each Small Diverse Business Utilization Report must have current data (totals to date) identifying at least each element as follows:
 1. Detailed information including, but not limited to, any subcontracts and purchase orders documenting the dollar value commitments to Small Diverse Business firms to be used toward the satisfaction of the Project's MPL. All Small Diverse Businesses identified on the Utilization Report shall be retained on the Utilization Report throughout the duration of the Project.
 2. Detailed information regarding any work that is claimed to be self-performed by the Contractor and therefore allegedly not eligible for subcontracting to a Small Diverse Business.
 3. **Construction Subcontracts and Purchase Orders:**
 - a. All Subcontract/Purchase Orders awarded to date are \$ _____
 - b. Commitment total to Small Diverse Businesses to date:
 - i. \$ _____
 - ii. % _____

- c. For each subcontract and purchase order awarded since the previous Application for Payment the:

- i. Identity and status of the Small Diverse Business as a MBE/WBE/VBE/SDVBE that will be performing the work; and
 - ii. The type of work/service/material to be performed/supplied; and
 - iii. The amount paid to date on each Small Diverse Business subcontract/purchase order this month.
 - iv. The designation of Small Diverse Business Stocking Suppliers as either a MEP (i.e., mechanical, electrical, and plumbing) Stocking Suppliers or a General Construction Stocking Supplier.
 - v. The fee or commission paid to the Nonstocking Supplier. No MPL credit will be given if the fee or commission is not listed and, the maximum credit shall not exceed 10 percent of the purchase order cost.
- d. Failure to submit a Small Diverse Business Utilization Report with each Application for Payment will result in an incomplete Application for Payment. Such incomplete Application will be returned to the Contractor and no payment will be processed until a complete Application is submitted.

D. The Contractor's Commitments Toward the Minimum Participation Level will be Calculated and Credited as follows:

- a. Only DGS-certified Small Diverse Businesses can be credited toward satisfying the MPL.
- b. Small Diverse Business subcontractors performing at least sixty percent (60%) of the subcontract with their own employees will be credited toward the MPL at 100 percent of the total dollar value of the subcontract/supply contract. Any Small Diverse Business subcontract, where the subcontractor performs less than 60% of the subcontract, will not be credited toward the MPL.
- c. Small Diverse Business stocking suppliers are credited at 60 percent of the total cost of the materials or supplies purchased. A stocking supplier is a regular dealer that owns, operates, or maintains a store, warehouse, or other establishment, in which the materials or supplies of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- d. Small Diverse Business nonstocking suppliers are credited at only the amount of the fee or commission charged by the Small Diverse Business nonstocking supplier for assistance in the procurement of the materials and supplies provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services and under no circumstances shall the credit, for a Small Diverse Business nonstocking supplier, exceed 10% of the purchase order cost. A nonstocking supplier does not carry inventory but orders materials from a manufacturer, manufacturer's representative or a stocking supplier. In order for a nonstocking supplier to receive credit, it must perform a useful business function by engaging in meaningful work (i.e., negotiating price; AND determining quality and quantity; AND ordering materials; AND paying for the materials) and the fee or commission must be provided with the purchase order and the Small Diverse

- e. Business Utilization Report. Industry practices and other relevant factors will be considered.
- f. Small Diverse Business manufacturers are credited at 100 percent of the total cost of the materials or supplies purchased.
- g. The Contractor is allowed to use contract amounts at any tier of supply or subcontracting; however the dollar value of any commitment to a Small Diverse Business cannot be double counted.
 - i. If the Contractor or any of its non-Small Diverse Business Subcontractors or Suppliers makes a commitment to a Small Diverse Business, the credit for the subcontract/purchase order commitment, regardless of the level or tier, shall be calculated as indicated in Section D and credited toward the Contractor's Minimum Participation Level.
 - ii. In the event that the Small Diverse Business whose entire subcontract value is counted towards the Contractor's Minimum Participation Level and then subcontracts a portion of the work or supplies associated with this subcontract to another Small Diverse Business, the dollar value of the subcontract with/to this lower tier Small Diverse Business is NOT counted in the Contractor's Participation Level in order to prevent the duplicate counting of Small Diverse Business commitment dollars. In this case, the dollar value of this subsequent Small Diverse Business subcontract has already been included within the scope of work and dollar value of the Small Diverse Business commitment already counted as a part of the Contractor's Minimum Participation Level.
- h. All Small Diverse Businesses must present a photocopy of their current Small Diverse Business certificate from DGS to the Contractor. **The certificate must be current as of the subcontract / purchase order execution date, not revoked, lapsed or pending, in order to obtain credit for the commitment.**
- i. A Contractor's Small Diverse Business participation level is calculated by adding all or a percentage of the dollar commitments (as described in this section D) to DGS-certified Small Diverse Business subcontractors of all tiers, DGS-certified Small Diverse Business manufacturers, DGS-certified Small Diverse Business stocking suppliers, and the fee or commission paid to the DGS-certified nonstocking supplier and dividing that total amount by the total contract award price.
- j. Upon receipt of the Contractor Small Diverse Business Utilization Report, DGS will verify the certification status of the subcontractor, manufacturer, stocking supplier, or nonstocking supplier. Once reviewed by DGS, the dollar value of the subcontract or purchase order, or a percentage thereof, shall be calculated as part of the total dollar value of the Small Diverse Business participation level.

E. Remedies

- a. The DGS may, in accordance with Article 13.5 of the General Conditions for the Construction Contracts (Payments Withheld), decline to approve an Application for Payment in whole or in part if the Small Diverse Business Utilization Report is not included and return the incomplete Application for Payment.

- b. If after the first three months following Contract execution, the Contractor fails to progress in achieving the minimum participation level (based upon the data supplied in the Small Diverse Business Utilization Report), the DGS may withhold payments until the Contractor and DGS discuss the reasons for lack of progress and achieve a resolution. The Contractor is not entitled to interest on any funds withheld due to their failure to submit a properly completed Small Diverse Business Utilization Report or their failure to progress in achieving the minimum participation level.

- c. The Contractor's compliance with requirements of the Small Diverse Business participation component, including the fulfillment of any Small Diverse Business commitments in all subcontracts and purchase orders is material to the contract between the Contractor and the DGS. Any failure to comply with these requirements constitutes a substantial breach of the Contract. It is further understood and agreed that in the event the DGS determines that the Contractor has failed to comply with these requirements, the DGS may, in addition to any other rights and remedies the DGS may have under the contract, any bond filed in connection therewith, or at law or in equity, impose remedies as applicable on the Contractor. Remedies for breach of this component may include entry into the CRP, termination, suspension, default, penalties, and/or debarment from future contracting opportunities with the Commonwealth of Pennsylvania. The remedies enumerated herein are for the sole benefit of the DGS and the DGS's enforcement of any provision or the DGS's indulgence of any non-compliance with any provision hereunder shall not operate as a waiver of any of the DGS's rights in connection with the Contract, nor shall it give rise to actions by any third parties, including any Small Diverse Business enterprises.

Certification Form Good Faith Effort Document

**CERTIFICATION OF ACCESSING DGS' WEBSITE FOR DGS CERTIFIED SMALL DIVERSE
BUSINESSES ON PROJECT No. DGS _____**

The undersigned certifies on behalf of _____ (Contractor), per Administrative Procedure No. 15(B)(d)(1), that the Contractor's has accessed DGS' website database of DGS-certified Small Diverse Businesses to identify DGS-certified Small Diverse Businesses for the scope(s) of work (e.g., Commodity Description and Code) / material(s) for the subcontract(s) or purchase order(s) listed:

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Copies of supporting documentation are attached (print-out of Vendor Report(s) from the DGS database).

By: _____ Date: _____
Title:

Certification Form Good Faith Effort Document

CERTIFICATION OF NEGOTIATING FAIRLY WITH DGS CERTIFIED SMALL DIVERSE BUSINESSES ON PROJECT No. DGS _____

The undersigned certifies on behalf of _____ (Contractor), per Administrative Procedure No. 15(B)(d)(4), that the Contractor's has negotiated fairly with responsive DGS-certified Small Diverse Businesses (listed below) and, if commitments were not made, that such non-commitment were only related to the Small Diverse Business' capability and/or price. (Include additional sheets as necessary).

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Copies of supporting documentation are attached (copies of actual Small Diverse Business quotes and quotes from the Contractor's sub-contractors).

By: _____ Date: _____
Title: