

DATE OF ISSUE:  
May 3, 2016

DEPARTMENT OF GENERAL SERVICES  
18<sup>TH</sup> AND HERR STREETS  
HARRISBURG, PENNSYLVANIA

BULLETIN NO. 2  
on

Request for Proposal for Separate General Construction, HVAC, Plumbing and Electrical Job Order Contracts.

DGS A-2016-0001-JOC-CEN-K-1

DGS A-2016-0001-JOC-CEN-K-2

DGS A-2016-0001-JOC-CEN-K-3

DGS A-2016-0001-JOC-CEN-K-4

DGS A-2016-0001-JOC-EST-K-1

DGS A-2016-0001-JOC- EST-K-2

DGS A-2016-0001-JOC- EST-K-3

DGS A-2016-0001-JOC- EST-K-4

DGS A-2016-0001-JOC-WST-K-1

DGS A-2016-0001-JOC- WST-K-2

DGS A-2016-0001-JOC- WST-K-3

DGS A-2016-0001-JOC- WST-K-4

**PROPOSAL SUBMISSION DEADLINE, WEDNESDAY, MAY 11, 2016  
TIME OF OPENING – 2:00 PM**

**The following questions were received and are answered as follows:**

*Q: Is a bid bond or letter from our bonding company required for this solicitation?*

A: No, see the RFP, Section 1-6, and General Conditions, paragraph 1.13.

*Q: For the cost proposal, can DGS add a cost % factor for anticipated work to be performed in high security areas such as prisons? Contractors can lose several hours a day with security precautions.*

A: No, reference Part 2, section 2-4 Cost Submittal.

**Appendix Q, Job Order Contracting Administrative Procedures is hereby appended to and is part of the solicitation (attached).**

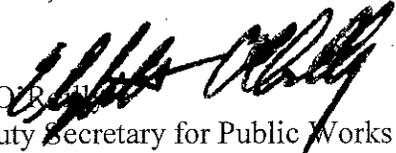
**Pen and Ink Revisions: The following sections and/or paragraphs are revised and/or deleted in their entirety from the original document and replaced as follows.**

***Section 1-15, Small Business and Small Diverse Business Information.***

The fourth paragraph in this section is deleted and replaced as follows:

A Small Diverse Business is a DGS/BDISBO-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, or other small businesses, as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

Regards,

  
Liz O'Reilly  
Deputy Secretary for Public Works

April 2016



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

# **ADMINISTRATIVE PROCEDURES**

FOR THE

# **JOB ORDER CONTRACT**

**DEPARTMENT OF GENERAL SERVICES  
HARRISBURG, PENNSYLVANIA**

**2016 EDITION**

# **JOB ORDER CONTRACT ADMINISTRATIVE PROCEDURES**

## **ADMINISTRATIVE PROCEDURE NO. 1**

Correspondence

## **ADMINISTRATIVE PROCEDURE NO. 2**

Orientation Meeting

## **ADMINISTRATIVE PROCEDURE NO. 3**

Job Conferences

## **ADMINISTRATIVE PROCEDURE NO. 4**

JOC Procedure for Ordering Work

## **ADMINISTRATIVE PROCEDURE NO. 5**

Pre-Construction Meeting

## **ADMINISTRATIVE PROCEDURE NO. 6**

CPM Project Master Schedule – Form GSC-35

## **ADMINISTRATIVE PROCEDURE NO. 7**

Request for Approval of Materials and/or Subcontractors – Approval Form

## **ADMINISTRATIVE PROCEDURE NO. 8**

Materials and Concrete Testing (All Items – General Requirements)

Materials Testing (Selection of Testing Laboratory)

Concrete Testing (Approval of Mix Computations)

Manufacturers High Voltage Cable Test Report (Birth Certificate)

High Voltage Cable Field Test Report

HVAC Systems Balancing

## **ADMINISTRATIVE PROCEDURE NO. 9**

Submittals

## **ADMINISTRATIVE PROCEDURE NO. 10**

JOC Contractor's (JOC Contractor's) Application for Payment

Prevailing Minimum Wage Certificate Form GSC-16

Application and Certification for Payment - AIA G702

Continuation Sheet – AIA G703

Stored Materials – Form GSC-43

Payroll Affidavit, JOC Contractor's Certificate and Statement of Surety, Power of Attorney – Form GSC-

24

Small Business Utilization Report

**ADMINISTRATIVE PROCEDURE NO. 11**

Changes in Contract Work (Field Orders/Supplemental Job Orders)  
Construction Supplemental Job Order Form

**ADMINISTRATIVE PROCEDURE NO. 12**

Request for Extension of Time Supplemental Job Order – Form GSC-5

**ADMINISTRATIVE PROCEDURE NO. 13**

Submission Guidelines for Steel Certificates

Steel Origin Certification: JOC Contractor – Form ST-1

Steel Origin Certification: Fabricator – Form ST-2

75% U.S. Manufacture Certification: Fabricator – Form ST-3

Not Domestically Manufactured: JOC Contractor – Form ST-4

**ADMINISTRATIVE PROCEDURE NO. 14**

Field Dispute Resolution Form

**ADMINISTRATIVE PROCEDURE NO. 15**

Utilization/Occupancy Inspection

Certificate of Occupancy/Utilization – Form GSC-46

Final Inspection

Certificate of Completion and Final Payment – Form GSC-47

Closeout Inspection

**ADMINISTRATIVE PROCEDURES NO. 16**

Small Business / Small Diverse Business Participation

# 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 shall include along with the Project Number, the appropriate Using Agency. Following is an example of proper identification for paper correspondence and letter format electronic attachments to emails:

Project No. 23-4 Phase (if applicable) Part (if applicable) (WR)  
Contract No. DGS A-2016-0001-JOC-WST/EST/CEN-K-1/2/3/4 JOC Contractor

### B. Addressing and Distribution of Correspondence

1. Letters and transmittals shall be addressed in the following manner with the distribution to include, at a minimum, as indicated. If a Construction Manager is retained by Using Agency, the CM should be cc'd on all correspondence:

#### **If to Using Agency:**

Appropriate Contact Name (varies per Job Order)  
Appropriate Using Agency Address (varies per Job Order)

cc: Design Professional  
Construction Manager

#### **If to Project Site:**

Construction Manager  
Appropriate Project Address

cc: Design Professional  
Using Agency  
Construction Manager

#### **If to the Design Professional:**

cc: Using Agency  
Construction Manager

#### **If to the JOC Contractor:**

cc: Design Professional  
Using Agency  
Construction Manager

**If to the Construction Manager: (if one is retained for the project:**

cc: Design Professional, as required by topic  
Using Agency

**C. Interdepartmental/Agency 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 Using Agency staff in the memo form shall include, at a minimum, the distribution indicated.

**From Using Agency Office:**

cc: Construction Manager  
Other Agencies, as required

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

cc: Other Agencies, as required  
Design Professional  
Construction Manager

## 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 Manager will contact the JOC Contractor (JOC Contractor) to schedule an Orientation Meeting to familiarize the JOC Contractor with procedures and forms.

**The JOC Contractor is required to attend the scheduled Orientation Meeting.** All Forms may be available on the eGordian website or provided to the Contractor. Notification of the meeting date, time and place will be confirmed by letter. Personnel from the JOC Contractor's office, such as the principal of the firm, project manager and project superintendent **must attend** the meeting.

#### B. Agenda for Orientation Meeting

1. Introduction of personnel by the Construction Manager
2. Explanation of Administrative Procedures and JOC Forms
3. Discussion of Procedure for Ordering Work and Procuring Individual Job Orders
4. Detailed Review of the Construction Task Catalog<sup>®</sup>
5. Discussion of the Design Guidelines
6. Question and answer period.

#### C. Orientation Meeting

1. The Construction Manager will set the time, date and place for the Orientation Meeting, which will be no later than the thirty (30) days following the Effective Date of the Contract.
2. The Notice initiating the Meeting shall be addressed to the JOC Contractor, with copies of the notice to the following:
  - § Construction Manager (if there is one on the Project)
  - § Using Agencies
  - § Using Agency, or designee
  - § Contract File
3. During the Orientation Meeting, the Commonwealth, in concert with the JOC Consultant, shall conduct the order of business and discuss specific requirements of the Contract.
4. Agenda for the Orientation Meeting
  - a. Introduction of attendees.
  - b. Explanation of Administrative Procedures and associated forms. The JOC Contractor shall refer to the Commonwealth website for a copy of all required Forms. For all forms not on the Commonwealth website, the JOC Consultant will train the JOC Contractor individually on access to the eGordian<sup>®</sup> management software.

- c. Review of Procedure for Ordering Work and Procuring Individual Job Orders
  - (1) Project Notification and Assignment
  - (2) Joint Scope Meeting
  - (3) Preparation of the Design (if required)
  - (4) Preparation of the Job Order Proposal
  - (5) Review of the Job Order Proposal
  - (6) Issuance of the Job Order
- d. Review of the Construction Task Catalog®
  - (1) Guidelines to Using the Construction Task Catalog®
  - (2) Commonly Used Items and Section Notes
- e. Design Guidelines
  - (1) Issuance of the Design Job Order
  - (2) Preliminary Design Submission
  - (3) Final Design Submission
- f. Question and Answer Period & Open Discussion

## ADMINISTRATIVE PROCEDURE NO. 3

### JOB CONFERENCES

#### A. General Information Concerning Job Conferences

1. The following representatives **must attend** Initial, Regular and any Special Job Conferences\*:
  - § Using Agency
  - § Construction Manager (if one is retained on the Project)
  - § The JOC Contractor (Project Manager or equivalent)
  - § Design Professional Representative
  - § JOC Contractor's Subcontractors as required

\* **Special Job Conferences are scheduled by the Using Agency or designee.**

2. The following representatives **may** attend any Job Conference, but are not required to be present unless warranted by circumstance:
  - § Using Agency
  - § Facility
  - § Testing Laboratory Technicians
  - § Other representatives, as appropriate (determined by Using Agency)
3. The Construction Manager will keep a record and distribute the proceedings of Job Conferences. The meeting record – Job Conference Report – 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. If the JOC Contractor does not attend the Job Conference, they may be subject to termination, unless absence is excused by the Using Agency or its designee.

#### B. Regular Job Conference

1. Job Conferences may be held as often as necessary, however, in no case less than bi-weekly.
2. The Construction Manager or if none, the Using Agency, or designee, may conduct Job Conferences. The number of Job Conferences and interval between each conference will depend on the complexity of the Detailed Scope of Work. These Job Conferences shall be attended by those described above.
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 JOC 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 Changes in the Work requiring Supplemental Job 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. The JOC Contractor should pay special attention to ensure that delays are documented on the Job Conference Reports since the Using Agency or its designee will review the minutes of the Job Conferences in reviewing the JOC 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 Using Agency or designee to the following:
- § Construction Manager
  - § Design Professional
  - § JOC Contractor
  - § Project Site
  - § Using Agency

**C. Special Job Conferences**

1. The Using Agency or Construction Manager 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**  
**PROCEDURE FOR ORDERING WORK**

**Project Initiation**

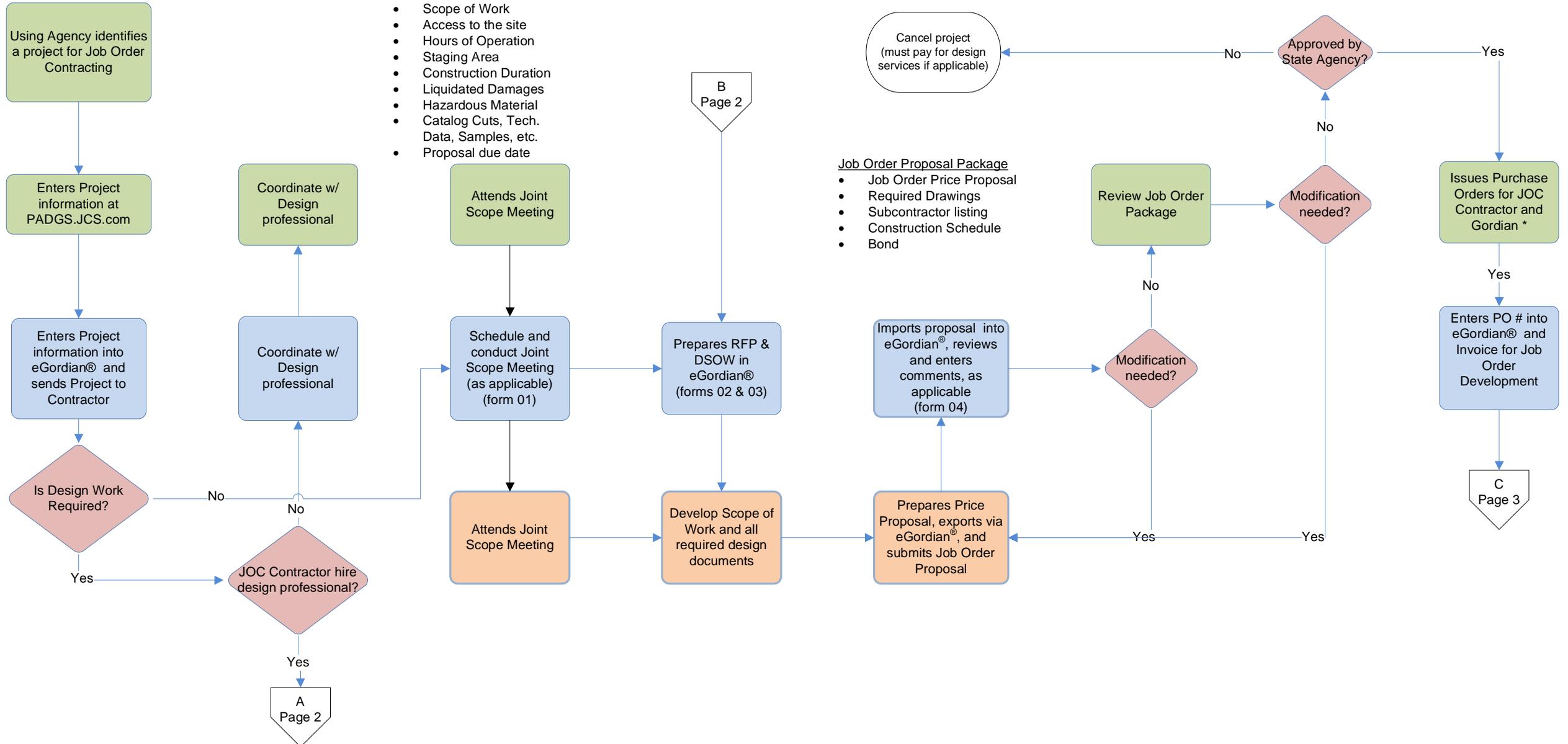
**Scope Development**

**Proposal Development/Review**

**Job Order Approval**

Joint Scope Checklist

- Scope of Work
- Access to the site
- Hours of Operation
- Staging Area
- Construction Duration
- Liquidated Damages
- Hazardous Material
- Catalog Cuts, Tech. Data, Samples, etc.
- Proposal due date

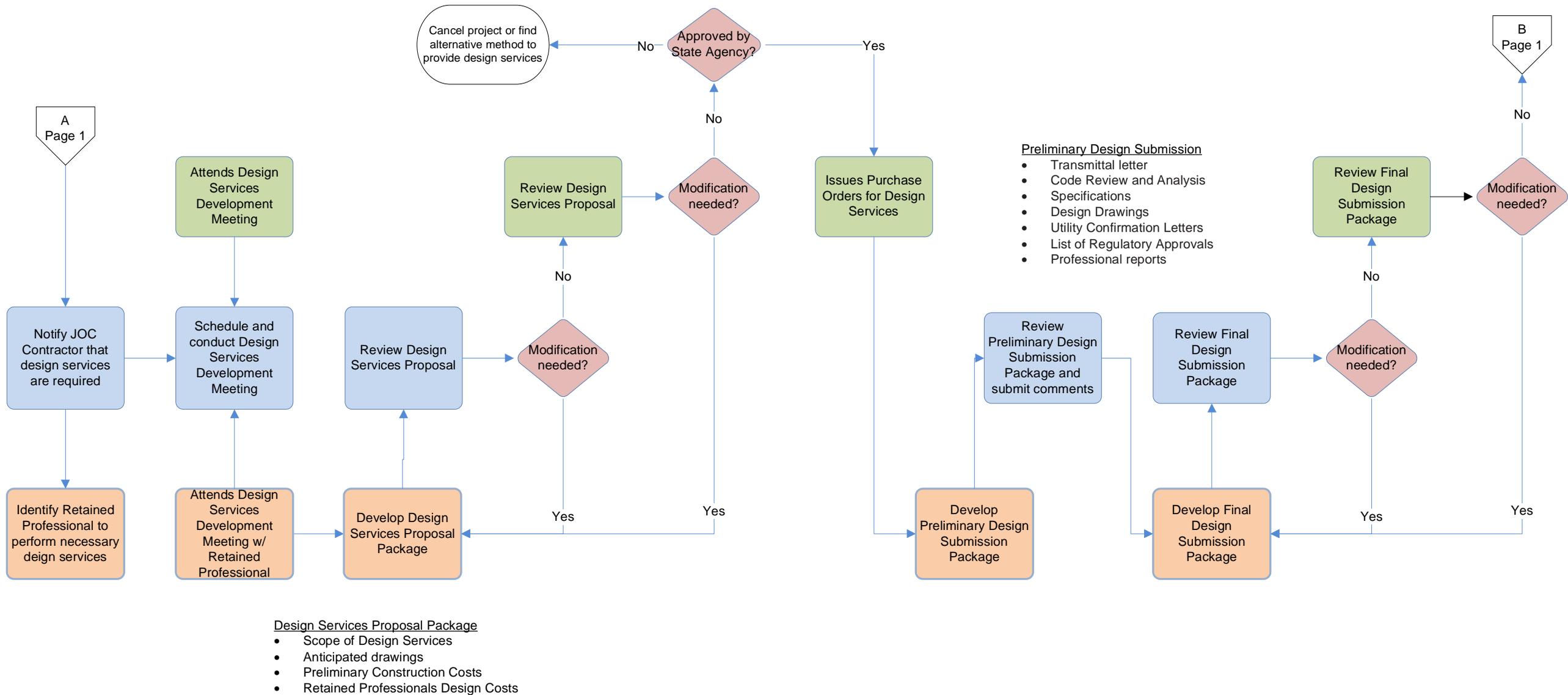


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### Design Services Development

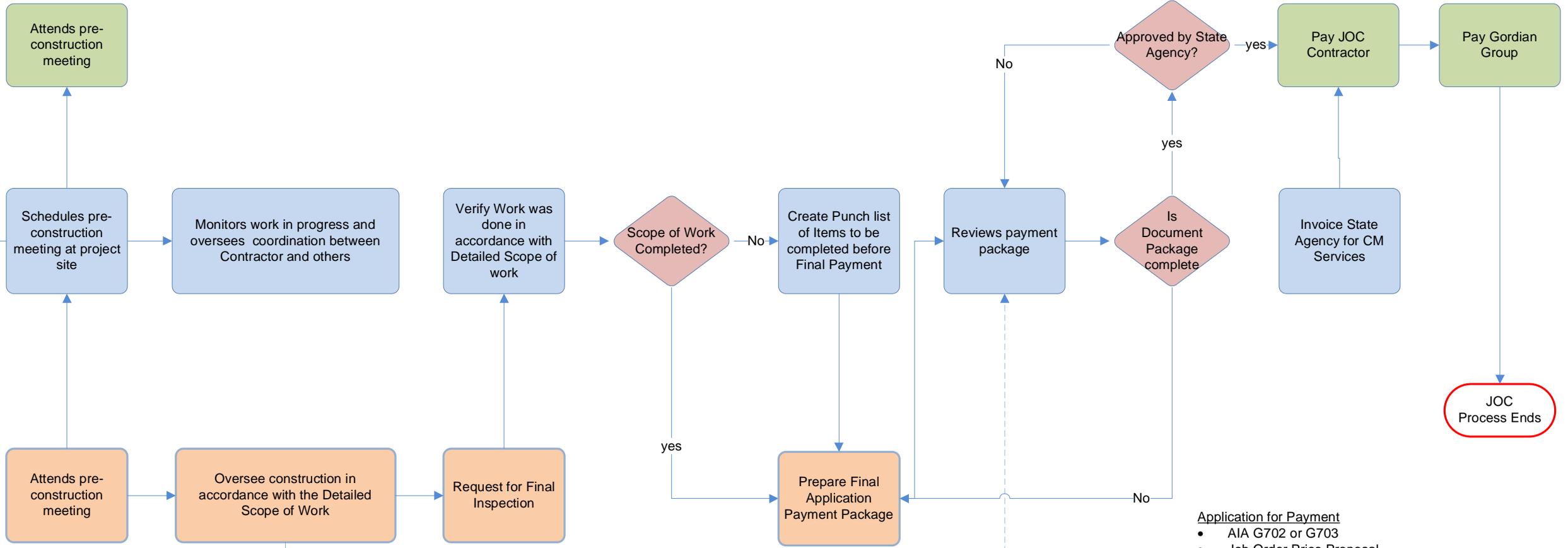


**Construction**

**Payment**

**Close Out**

C  
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Partial Application for Payments on Project > 45days

Application for Payment

- AIA G702 or G703
- Job Order Price Proposal
- GSC-16
- GSC-43 (if stored materials)
- Notarized LLC-25
- Small Diverse Business Utilization Report

## **1. Initiation of a Job Order.**

- 1.1. As the need exists, the Using Agency will initiate a Job Order through the JOC Consultant's eGordian management<sup>®</sup> software. The JOC Consultant will contact the Using Agency to discuss the parameters of the Work.
- 1.2. The JOC Consultant will notify the appropriate JOC Contractor and schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 1.3. The JOC Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
  - 1.3.1. the general scope of the work;
  - 1.3.2. whether or not the JOC Contractor will be required to hire a Design Professional for the purpose of preparing Design Documents;
  - 1.3.3. alternatives for performing the work and value engineering;
  - 1.3.4. access to the site and protocol for admission;
  - 1.3.5. hours of operation;
  - 1.3.6. staging area;
  - 1.3.7. requirements for catalog cuts, technical data, samples and shop drawings;
  - 1.3.8. requirements for professional services, sketches, drawings, and specifications;
  - 1.3.9. construction duration;
  - 1.3.10. liquidated damages;
  - 1.3.11. the presence of hazardous materials;
  - 1.3.12. if applicable, date on which the Design Documents are due;
  - 1.3.13. date on which the Job Order Proposal is due.
- 1.4. If no design is required from the JOC Contractor, and upon completion of the joint scoping process, the JOC Consultant will prepare a draft Detailed Scope of Work referencing any sketches, Design Documents, photographs, and specifications required to document accurately the work to be accomplished. The JOC Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the JOC Consultant will issue a Request for Job Order Proposal that will require the JOC Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the JOC Contractor and the Using Agency, will be the basis on which the JOC Contractor will develop its Job Order Proposal and the JOC Consultant will evaluate the same. The JOC Contractor does not have the right to refuse to perform any task or any work in connection with a particular Job Order.

## **2. Preparation of the Design**

- 2.1. If the Lead JOC Contractor is required to hire a Design Professional, a Request for Design Cost Proposal will be issued to the Lead Contractor. The Lead JOC Contractor will engage the

services of a Design Professional and submit the Design Cost Proposal on or before the due date and in accordance with the Design Guidelines.

**Design Guideline Includes the Following Items be Submitted with the Design Cost Proposal:**

- a) *Name and qualifications of the proposed Design Professional*
- b) *Design cost to prepare the Preliminary and Final Design Submissions in accordance with these Design Guidelines. The design cost shall be submitted on the Design Professional's letterhead*
- c) *Probable Construction Cost Range*

2.2. Upon approval of the Design Cost Proposal, the JOC Contractor will provide the Design Professional's Liability Insurance in accordance with the General Conditions and then the Using Agency will issue a Design Job Order to the Lead JOC Contractor requiring the Design Professional to prepare the Preliminary Design Submission in accordance with the Design Guidelines.

**Design Guideline Includes the Following Documents be Submitted with the Preliminary Design Submission:**

- a) *Transmittal letter with Preliminary Design Submission checklist, duly checked and filled-in as appropriate*
- b) *Code Review and Analysis*
- c) *Specification book. The Design Build Job Order Contract includes both a Construction Task Catalog® and an associated set of Technical Specifications. With the preliminary design submission, the Design Professional shall provide a list of the Technical Specifications that apply to the Project and identify which prime JOC Contractor(s) the specification applies. If an additional specification(s) is required that is not included in the Technical Specifications, the Design Professional shall provide a full specification for that portion(s) of the Work. Unless otherwise approved by the JOC Consultant, the additional specification(s) shall be in the same format as the Technical Specifications included with the Design Build Job Order Contract.*
- d) *Design Drawings, including the Cover Sheet*
- e) *Confirmation Letters from each utility company (Electric, Telephone, etc., as applicable) indicating the required service is available. If applicable, provide a written estimate for the utility company's cost to extend service to the building or Project site. The Using Agency will be responsible for paying utility costs, and as applicable, will execute a utility agreement directly with the utility company.*
- f) *List of Regulatory Approvals – Status Report with status of all required approvals and copies of all approvals/permits obtained to date*
- g) *Structural Engineers Report on Selection of Structural and Foundation System, including cost comparisons, type, physical size and location of all structural members as applicable*
- h) *Investigatory Reports, Land Survey, Field/Laboratory Tests, Feasibility Assessments, Report on Hazardous Material Survey, as applicable, with cover letter describing the JOC Contractor's Design Professional's proposed solutions*
- i) *Other additional items requested by the JOC Consultant, or otherwise determined by the Design Professional to be required for the project*

- j) *Preliminary Design Submission documents as listed above shall be delivered to the JOC Consultant.*

2.3. Upon approval of the Preliminary Design Submission, a Request for Final Design Submission will be issued to the Lead JOC Contractor. The Lead JOC Contractor's Design Professional shall prepare the Final Design Submission in accordance with the Design Guidelines.

**Design Guideline Includes the Following Documents be Submitted with the Preliminary Design Submission:**

- a) *Transmittal letter with Final Design Documents Submission checklist, duly checked and filled-in as appropriate*
- b) *Code Review and Analysis, if changed*
- c) *Construction Drawings, including the Cover Sheet*
- d) *Report Summarizing the Status of all Utilities required for the Project (Electric, Telephone, etc., as applicable). If applicable, provide a written estimate for the utility company's cost to extend service to the building.*
- e) *List of Regulatory Approvals/Permits – Status Report indicating the status of the submission/review/approval process for all required approvals, with copies of all approvals/permits obtained to date*
- f) *Final Engineering Calculations for HVAC, civil, structural and electrical computations, if requested.*
- g) *Construction Schedule Bar Chart, with number of calendar days of construction and number of days of temporary heat, if any, recommended for the Project. The Construction Schedule shall serve as the basis for the Job Order Completion Time.*
- h) *Scope of work for the Quality Assurance Inspection, Special Inspections and Testing Services, as required during the construction stage of the project*
- i) *Written explanation of any revisions requested but not made*
- j) *Additional items requested by the JOC Consultant or Using Agency representatives, or otherwise determined by the Design Professional to be required for the project*
- k) *Final Design Submission documents as listed above shall be delivered to the JOC Consultant and Using Agency.*
- l) *Marked-up copies of the Preliminary Submission documents, when provided, shall be returned.*

2.4. Upon approval of the Final Design Submission, the JOC Consultant / Using Agency will issue a Request for Job Order Proposal to the Lead JOC Contractor, and as applicable, the other JOC Contractor(s) along with the PA Prevailing Wage Predetermination. The JOC Contractor(s) shall prepare a Job Order Proposal.

**3. Preparation of the Job Order Proposal.**

3.1. The JOC Contractor's Job Order Proposal shall include, at a minimum:

- 3.1.1. Job Order Price Proposal;
- 3.1.2. Required drawings or sketches;
- 3.1.3. List of anticipated Subcontractors from eGordian® and SB/SDB Status;

- 3.1.4. Construction schedule;
  - 3.1.5. Employment Verification Act Form (E-Verify Form)
  - 3.1.6. Contract Bond in the Amount of the Job Order Price
  - 3.1.7. Certificate of Insurance
  - 3.1.8. Other requested documents.
- 3.2. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 3.3. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 3.4. The JOC Contractor will prepare Job Order Price Proposals in accordance with the following:
- 3.4.1. **Pre-priced Task:** A task described in, and for which a unit price is set forth in, the Construction Task Catalog®.
  - 3.4.2. **Non Pre-priced Task:** A task that is not set forth in the Construction Task Catalog®.
  - 3.4.3. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
    - 3.4.3.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
    - 3.4.3.2. If the JOC Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the JOC Contractor must submit three independent quotes from subcontractors. The JOC Contractor shall not submit a quote from any supplier or subcontractor that the JOC Contractor is not prepared to use. The Using Agency may require additional quotes if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
    - 3.4.3.3. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:
 

**For Non Pre-priced Tasks Performed with JOC Contractor's Own Forces:**

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

**Total for a Non Pre-priced Tasks performed with JOC Contractor's Own Forces = (A+B+C) x Non Pre-Priced Task Adjustment Factor**

**For Non Pre-priced Tasks Performed by Subcontractors:**

If the Non Pre-priced Task is to be subcontracted, the JOC Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

**Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor**

3.4.3.4. After a Non Pre-priced Task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by the Using Agency, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.

3.4.3.5. The Using Agency's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the JOC Contractor.

3.5. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Using Agency and JOC Consultant may permit the JOC Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.

3.6. JOC Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the JOC Contractor is required to pay an application fee for filing a project or any other permit fee to a municipality, State or some other governmental or regulatory agency, then the amount of such fee paid by the JOC Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The JOC Contractor shall submit written documentation of such fees. The cost of expediting services or equipment use fees are not reimbursable.

3.7. The JOC Contractor shall provide all incidental engineering and architectural services.

3.8. The JOC Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Job Order Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the JOC Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

- 3.9. In emergency and time sensitive situations and for Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Job Order Proposal or, as described below, the JOC Contractor may be directed to begin work immediately with the paperwork to follow.
- 3.10. By submitting a Job Order Proposal, the JOC Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the price submitted. It is the JOC Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Using Agency.
- 3.11. If the JOC Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

#### **4. Review of the Job Order Proposal and Issuance of the Job Order**

- 4.1. The JOC Consultant will evaluate the entire Job Order Price Proposal and compare these with the Using Agency's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- 4.2. The JOC Consultant may request changes to the Job Order Proposal. If requesting changes, the JOC Consultant will notify the JOC Contractor of the proposed changes, at which point, the JOC Consultant and JOC Contractor will discuss the proposed revisions and agree on the changes to the Job Order Proposal. If a revised Job Order Proposal is required, and unless otherwise stated by the JOC Consultant, the revised Job Order Proposal shall be due no later than forty-eight (48) hours after the agreement on the changes. The JOC Contractor shall revise the Job Order Proposal and resubmit on or before the due date.
- 4.3. The Using Agency and/or the JOC Consultant reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Using Agency also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Using Agency. The Using Agency may perform such work by other means. The JOC Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Using Agency.
- 4.4. By submitting a Job Order Proposal, the JOC Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the lump sum price submitted. It is the JOC Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Using Agency.
- 4.5. Each Job Order provided to the JOC Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order and/or Purchase Order, delivered to the JOC Contractor constitutes the Using Agency's acceptance of the JOC Contractor's Job Order Proposal.
- 4.6. In the event that an immediate time sensitive response is necessary, the JOC Contractor shall be required to follow alternative procedures as established by the Using Agency. The JOC Contractor shall begin work as directed by the Using Agency notwithstanding the absence of a

fully developed Request for Job Order Proposal, Detailed Scope of Work, or Job Order. The JOC Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

## **5. Annual Update of the Construction Task Catalog®**

- 5.1. The Construction Task Catalog® issued with the Request for Proposal will be in effect for the first year of the Job Order Contract.
- 5.2. On the anniversary of the RFP issuance date, on or about April 15<sup>th</sup> of each calendar year, a new Construction Task Catalog® will be furnished. The new Construction Task Catalog® will be effective for the twelve (12) month period after the anniversary of the Effective Date of the Contract. The Construction Task Catalog® that accompanies each anniversary shall only apply to Job Orders issued after the effective date of that specific renewal option and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option.
- 5.3. The Adjustment Factors submitted with the Cost Submission Form shall be used for the full term of the Job Order Contract. Upon the Commonwealth issuing the JOC Contractor a new Construction Task Catalog®, the JOC Contractor will have the opportunity to review and accept, for a period of thirty (30) days, prior to a new Job Order being assigned. The JOC Contractor shall use the Construction Task Catalog® in effect on the date that the Job Order is issued. However, the JOC Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Construction Task Catalog®. In that event, the JOC Contractor shall use the Construction Task Catalog® that would have been in effect without the delay.

## **6. Job Order Contracting License**

- 6.1. The Department of General Services (Department) selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") Solution (Gordian JOC Solution®) for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian® and Bid Safe® JOC applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the JOC Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the Owner. The JOC Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a JOC System License Fee to obtain access to Gordian's JOC Solution. The JOC Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Department and Using Agencies is strictly prohibited unless otherwise approved in writing by Gordian. By executing the JOC System License and Fee Agreement, the JOC Contractor will agree to abide by its terms, some of which are as follows:
- 6.2. Gordian will grant to the JOC Contractor, and the JOC Contractor will accept from Gordian for the term of this Contract or Gordian's Contract with the Department, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing JOC Contractor's responsibilities to the Department or Using Agency under this Contract. The JOC Contractor will agree that Proprietary Information shall include, but will not be limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog, training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the Department expires or terminates, or the JOC Contractor fails to pay the JOC System License Fee specified in this Contract and the JOC System License and Fee Agreement, the JOC System License shall

terminate and the JOC Contractor shall return all Proprietary Information in its possession to Gordian.

- 6.3. In consideration for a non-exclusive, non-transferable, license to the Gordian JOC Solution, **the JOC Contractor shall pay Gordian a license fee (“Contractor License Fee”) equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document (“Purchase Order”) issued to the Contractor by the Using Agency.** The JOC Contractor License Fee shall be included in the JOC Contractor’s overhead costs, shall not be included as an additional line item cost in Job Order Price Proposals, and shall be payable to Gordian within ten (10) days of JOC Contractor’s receipt of each Purchase Order issued to the JOC Contractor by the Using Agency. Gordian is hereby declared to be an intended third-party beneficiary of this Agreement. In the event any court action is brought to enforce payment of the Contractor License Fee by any party or third-party beneficiary of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and collection costs. The JOC Contractor shall remit the Contractor License Fees as follows:

Payments Made Payable to:	The Gordian Group, Inc.
Mail Checks to:	P.O. Box 751959 Charlotte, NC 28275-1959

- 6.4. Gordian may terminate the License Agreement in the event of: (1) any breach of a material term of this Agreement by the JOC Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party’s making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.
- 6.5. The JOC Contractor will acknowledge in the JOC System License and Fee Agreement that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and will agree that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor will further acknowledge and agree to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and the JOC System License and Fee Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the JOC Contractor.
- 6.6. In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Owner, the JOC System License and Fee Agreement shall take precedence.

## Joint Scope Invitation

**Date:** 4/14/2016  
**Work Order #:** 037075.00  
**Title:** New Shed / Building  
**Contractor:** MMM Contracting

---

**To:** Chris Smith  
Project Manager  
MMM Contracting  
140 Manchester Ave.  
Pittsburgh, PA

**From:** William Cunningham  
The Gordian Group

---

Please be advised that a Joint Scope has been scheduled for the above identified project as follows:

**Location:** Office Building 302  
901 Pennsylvania Ave  
Prospect Park, PA 19076

**Brief Scope:** Looking to have a new storage shed/building on a concrete slab installed next to Adjacent Office Building, with electric and electric heater. Need to enlarge a doorway in a concrete block wall.

**Meeting Location:** Office Building 302

**Date/Time:** 11/17/2015 8:00 AM

---

The following individuals are invited to attend:

Name	Company Name	Phone	Fax
PM Name 1	MMM Contracting		
Superintendent 1	MMM Contracting	610-461-6345	
Using Agency 1	Using Agency Name	(800) 874-2345	(864) 233-9345
Andrew Notarfrancesco	JEM Group		
William Cunningham	The Gordian Group, Inc.	(646) 296-6345	215-683-44345

**Comments:**

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## Detailed Scope of Work

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**Date:** 4/14/2016  
**Work Order #:** 037075.00  
**Title:** New Shed/Building  
**Contractor:** MMM Contracting

---

**Location:** Office Building 302

### **Brief Scope:**

Looking to have a new storage shed/building on a concrete slab installed at our Prospect Park School, with electric and electric heater. Need to enlarge a doorway in a concrete block wall.

---

Dear Mr. MMM,

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work:

### **Detailed Scope:**

The contractor is responsible for the following scope of work: Install Storage Shed @ Cafeteria Remove all trees, bushes, and grind stumps below grade to allow for concrete apron Excavate earth as necessary to accommodate new structure Dig footers and prepare for concrete apron Pour approx. 60 SF of 3000 PSI concrete with footers Remove existing window frames and glass to prepare for new exterior door Cut existing mason base below removed window to accommodate new storefront / door frame. Install new storefront with door complete with glass and heavy duty door closer Provide lighting to new structure Install new storage shed. Shed will arrive as a prebuilt structure that has been disassembled on a truck. Carpenters will unload structure and reassemble structure in place on concrete slab This must be carried through single door due to the unavailability of a crane at building location New structure will include louver vents and exhaust FANS.

### **Requirements:**

N/a. Any permits necessary shall be obtained by school officials.

N/A. Any shop or as built drawings needed shall be turned over to the owners project manager upon request.

Contractor shall use every precaution to avoid disturbing the lunchroom and classes if work is performed during school operational hours

All submittals shall be turned over to the owners project manager for approval prior to the start of construction or the ordering of any materials. Any unforeseen conditions or added work shall be approved utilizing a supplemental job order and all proposals shall be built using the Construction Task Catalog

Should you have any questions, please do not hesitate to contact me at 610-461-6345.

---

## Request for Proposal

**Date:** 4/14/2016  
**Work Order #:** 037075.00  
**Title:** New Shed/Building  
**Contractor:** MMM Contracting

To: Mr. MMM  
Project Manager  
MMM Contracting  
140 Manchester Ave.  
Pittsburgh, PA 19050

From: William Cunningham  
The Gordian Group, Inc.

Dear Mr. MMM,

The <Using Agency Name> requests that you provide a Proposal Package for the above referenced project.

The scope of work, detailed on the following page, was discussed at the site on 11/17/2015 8:00:00 AM with the following individuals:

Name	Company Name	Phone	Fax
PM Name 1	MMM Contracting		
Superintendent 1	MMM Contracting	610-461-6345	
Using Agency 1	Using Agency Name	(800) 874-2345	(864) 233-9345
Andrew Notarfrancesco	JEM Group		
William Cunningham	The Gordian Group, Inc.	(646) 296-6345	215-683-44345

### Requirements:

N/a. Any permits necessary shall be obtained by school officials.

N/A. Any shop or as built drawings needed shall be turned over to the owners project manager upon request.

Contractor shall use every precaution to avoid disturbing the lunchroom and classes if work is performed during school operational hours

All submittals shall be turned over to the owners project manager for approval prior to the start of construction or the ordering of any materials. Any unforeseen conditions or added work shall be approved utilizing a supplemental job order and all proposals shall be built using the Construction Task Catalog

**Proposed Schedule:** 5 Months

**Liquidated damages will not apply**

Your proposal is due on or before 12/14/2015. Should you have any questions, please do not hesitate to contact me at 610-461-6345.

## Contractor Price Proposal Details - Category

**Date:** 4/14/2016  
**Work Order #:** 037075.00  
**Title:** New Shed/Building  
**Contractor:** MMM Contracting  
**Job Order Value:** \$41,826.82  
**Proposal Name:** New Shed/Building v2  
**Proposal Value:** \$41,826.82

CSI Number	Mod	UOM	Description	LineTotal
<b>concrete apron</b>				

1	03 31 13 00-0005	SF	6" 3,000 PSI Slab On Grade Concrete Slabs Assembly	\$570.36														
			<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Qty</th> <th style="width: 5%;"></th> <th style="width: 10%;">Unit Price</th> <th style="width: 5%;"></th> <th style="width: 10%;">Factor</th> <th style="width: 5%;"></th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">60.00</td> <td style="text-align: center;">X</td> <td style="text-align: right;">\$7.23</td> <td style="text-align: center;">X</td> <td style="text-align: right;">1.3148</td> <td></td> <td style="text-align: right;">\$570.36</td> </tr> </tbody> </table>	Qty		Unit Price		Factor		Total	60.00	X	\$7.23	X	1.3148		\$570.36	
Qty		Unit Price		Factor		Total												
60.00	X	\$7.23	X	1.3148		\$570.36												

2	03 31 13 00-0005	0080	MOD For Up To 500, Add	\$209.05														
			<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Qty</th> <th style="width: 5%;"></th> <th style="width: 10%;">Unit Price</th> <th style="width: 5%;"></th> <th style="width: 10%;">Factor</th> <th style="width: 5%;"></th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">60.00</td> <td style="text-align: center;">X</td> <td style="text-align: right;">\$2.65</td> <td style="text-align: center;">X</td> <td style="text-align: right;">1.3148</td> <td></td> <td style="text-align: right;">\$209.05</td> </tr> </tbody> </table>	Qty		Unit Price		Factor		Total	60.00	X	\$2.65	X	1.3148		\$209.05	
Qty		Unit Price		Factor		Total												
60.00	X	\$2.65	X	1.3148		\$209.05												

**Subtotal for concrete apron : \$779.41**

### Electric

3	26 05 19 16-0213	MLF	#12 AWG Cable - Type MC, 3 Conductors, Solid Or Stranded, Aluminum Armor	\$456.12														
			<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Qty</th> <th style="width: 5%;"></th> <th style="width: 10%;">Unit Price</th> <th style="width: 5%;"></th> <th style="width: 10%;">Factor</th> <th style="width: 5%;"></th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0.10</td> <td style="text-align: center;">X</td> <td style="text-align: right;">\$3,469.14</td> <td style="text-align: center;">X</td> <td style="text-align: right;">1.3148</td> <td></td> <td style="text-align: right;">\$456.12</td> </tr> </tbody> </table>	Qty		Unit Price		Factor		Total	0.10	X	\$3,469.14	X	1.3148		\$456.12	
Qty		Unit Price		Factor		Total												
0.10	X	\$3,469.14	X	1.3148		\$456.12												

4	26 05 33 13-0008	CLF	3/4" EMT With 4 #12 THHN/THWN AssemblyIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$1,280.59														
			<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Qty</th> <th style="width: 5%;"></th> <th style="width: 10%;">Unit Price</th> <th style="width: 5%;"></th> <th style="width: 10%;">Factor</th> <th style="width: 5%;"></th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.40</td> <td style="text-align: center;">X</td> <td style="text-align: right;">\$695.70</td> <td style="text-align: center;">X</td> <td style="text-align: right;">1.3148</td> <td></td> <td style="text-align: right;">\$1,280.59</td> </tr> </tbody> </table>	Qty		Unit Price		Factor		Total	1.40	X	\$695.70	X	1.3148		\$1,280.59	
Qty		Unit Price		Factor		Total												
1.40	X	\$695.70	X	1.3148		\$1,280.59												

5	26 24 16 00-0368	EA	1 Pole, 120/240 Volt, 15-30 Amp, Branch Circuit Breaker, 10,000 Amp Interrupting Capacity	\$53.70														
			<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Qty</th> <th style="width: 5%;"></th> <th style="width: 10%;">Unit Price</th> <th style="width: 5%;"></th> <th style="width: 10%;">Factor</th> <th style="width: 5%;"></th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.00</td> <td style="text-align: center;">X</td> <td style="text-align: right;">\$40.84</td> <td style="text-align: center;">X</td> <td style="text-align: right;">1.3148</td> <td></td> <td style="text-align: right;">\$53.70</td> </tr> </tbody> </table>	Qty		Unit Price		Factor		Total	1.00	X	\$40.84	X	1.3148		\$53.70	
Qty		Unit Price		Factor		Total												
1.00	X	\$40.84	X	1.3148		\$53.70												

## Contractor Price Proposal Details - Category

6	26 51 13 00-0007	EA	4-3/8" x 4', 2 32W T8 Lamps, Surface Mounted, Slimline Corridor Wraparound Fluorescent Fixture (Lightron W44)	\$405.54
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	Qty		Unit Price		Factor		Total
Installation	2.00	X	\$154.22	X	1.3148		\$405.54

**Subtotal for Electric: \$2,195.95**

### exterior door

7	01 22 20 00-0005	HR	Brick LayerTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$789.62
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	Qty		Unit Price		Factor		Total
Installation	8.00	X	\$75.07	X	1.3148		\$789.62

Contractor Notes: *Tooth in brick at new exterior door location.*

**Subtotal for exterior door: \$789.62**

### exterior door

8	02 41 16 13-0058	CF	Demo Stone Building Footing Or Foundation Wall	\$192.49
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	Qty		Unit Price		Factor		Total
Installation	12.00	X	\$12.20	X	1.3148		\$192.49

9	07 62 00 00-0042	LF	12-14" Wide (Stretch-out), 0.08" Thick, Mill Finish, Aluminum Coping System With Galvanized Steel Anchor Plate	\$296.30
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	Qty		Unit Price		Factor		Total
Installation	12.00	X	\$18.78	X	1.3148		\$296.30

10	08 41 13 00-0007	EA	3'-6" x 7' x 1-3/4" Wide Stile, Aluminum Framed Entrance Doors Including Glazing, Trim And Hardware (Special-Lite SL-15)	\$3,879.30
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	Qty		Unit Price		Factor		Total
Installation	1.00	X	\$2,950.49	X	1.3148		\$3,879.30

11	08 41 13 00-0007	0347	MOD	For 1" Insulated Glazing, Add	\$51.70
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	Qty		Unit Price		Factor		Total
Installation	1.00	X	\$39.32	X	1.3148		\$51.70

## Contractor Price Proposal Details - Category

12	08 43 13 00-0002	SF	Aluminum Storefront Framing	\$1,246.17
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	Qty		Unit Price		Factor	Total
Installation	40.00	X	\$16.33	X	1.3148	\$858.83
Demolition	60.00	X	4.91	X	1.3148	\$387.34

13	08 43 13 00-0002	0080	MOD For 70% Fluoropolymer Exterior Finish (Duranar), Add	\$81.91
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	Qty		Unit Price		Factor	Total
Installation	70.00	X	\$0.89	X	1.3148	\$81.91

14	08 71 16 00-2132	EA	Surface Mounted Heavy Duty Door Closer (LCN 4040XP/4041 Series)	\$475.69
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	Qty		Unit Price		Factor	Total
Installation	1.00	X	\$361.80	X	1.3148	\$475.69

**Subtotal for exterior door** **\$6,223.56**

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### footers

15	01 22 20 00-0016	HR	LaborerTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$1,869.33
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	Qty		Unit Price		Factor	Total
Installation	24.00	X	\$59.24	X	1.3148	\$1,869.33

**Contractor Notes:** *Additional labor required to hand dig footers and remove debris. Location of work is an interior courtyard accessible only through man doors.*

**Subtotal for footers:** **\$1,869.33**

### footers

16	01 22 20 00-0008	HR	Cement MasonTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$2,251.15
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	Qty		Unit Price		Factor	Total
Installation	24.00	X	\$71.34	X	1.3148	\$2,251.15

**Contractor Notes:** *Additional labor required to hand dig footers and remove debris. Location of work is an interior courtyard accessible only through man doors.*

17	03 11 13 00-0069	LF	12" Diameter Round Fiber Tube Formwork	\$1,454.69
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## Contractor Price Proposal Details - Category

			Qty	Unit Price	Factor	Total	
			60.00	X \$18.44	X 1.3148	\$1,454.69	
18	03 31 13 00-0014	CY	Concrete Pump, Place 3,000 PSI Concrete Pile CapsExcludes pumping equipment.				\$1,414.23
			6.00	X \$179.27	X 1.3148	\$1,414.23	
19	03 31 13 00-0076	HR	75' Boom Truck For Concrete Placement (70 CY Per Hour Rating)				\$1,809.38
			8.00	X \$172.02	X 1.3148	\$1,809.38	
<b>Subtotal for footers</b>						<b>\$6,929.45</b>	
:							
<b>footers, concrete, demolition transport</b>							
20	01 22 23 00-0969	WK	13 CY Rear Dump Truck With Full-Time Truck Driver				\$5,856.65
			1.00	X \$4,454.40	X 1.3148	\$5,856.65	
<b>Subtotal for footers, concrete, demolition transport</b>						<b>\$5,856.65</b>	
:							
<b>shed</b>							
21	01 22 20 00-0006	HR	CarpenterTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.				\$4,062.21
			40.00	X \$77.24	X 1.3148	\$4,062.21	
<b>Contractor Notes:</b> <i>Pre-built shed disassemble and reassemble on site. Transport through man doors due to inaccessibility of site by crane.</i>							
22	06 11 16 00-0019	LF	2" x 8" Pressure Treated Wood Floor Joist				\$1,005.82
			340.00	X \$2.25	X 1.3148	\$1,005.82	
23	06 11 16 00-0027	LF	2" x 4" Pressure Treated Wood Purlin				\$1,178.06
			640.00	X \$1.40	X 1.3148	\$1,178.06	

## Contractor Price Proposal Details - Category

### Installation

24	06 16 33 00-0007	SF	3/4" Thick CDX Plywood Roof Decking	Applied to wood rafters.			\$1,823.89
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	Qty		Unit Price		Factor	Total
Installation	680.00	X	\$2.04	X	1.3148	\$1,823.89

25	06 16 33 00-0020	SF	3/4" CD Grade Plywood Floor Decking	Applied to floor or joists.			\$1,401.89
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	Qty		Unit Price		Factor	Total
Installation	544.00	X	\$1.96	X	1.3148	\$1,401.89

26	07 34 00 00-0003	SQ	30#, Asphalt Saturated Organic Felt Roofing Underlayment, Mechanically Fastened				\$273.53
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	Qty		Unit Price		Factor	Total
Installation	7.00	X	\$29.72	X	1.3148	\$273.53

**Subtotal for shed: \$9,745.40**

### shed

27	06 11 16 00-0057	SF	2" x 4" Wood Wall Framing	At 12" On Center			\$1,480.99
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	Qty		Unit Price		Factor	Total
Installation	640.00	X	\$1.76	X	1.3148	\$1,480.99

28	07 31 13 00-0008	SQ	265 LB/SQ, 5" Exposure, Two Layer Laminated Fiberglass Reinforced, Asphalt Composition Shingle (CertainTeed Landmark Plus)				\$2,913.68
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	Qty		Unit Price		Factor	Total
Installation	7.00	X	\$316.58	X	1.3148	\$2,913.68

29	07 62 00 00-0032	LF	5" Girth, 0.019" Thick, Painted Finish, Aluminum Drip Edge				\$440.20
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	Qty		Unit Price		Factor	Total
Installation	108.00	X	\$3.10	X	1.3148	\$440.20

30	08 91 19 00-0014	EA	30" x 42" Rectangular Fixed Aluminum Gable Louver Vent				\$819.54
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	Qty		Unit Price		Factor	Total
	2.00	X	\$311.66	X	1.3148	\$819.54

## Contractor Price Proposal Details - Category

Installation

Contractor Notes: includes exhaust fan

**Subtotal for shed** **\$5,654.41**  
:

### site clearing

31	31 13 13 00-0008	EA	>6" To 12" Diameter Stump Removal By HandWhere stump removal is inaccessible by machine. Includes excavation necessary to remove stump and loading.	\$715.44
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	Qty		Unit Price		Factor	Total
Installation	1.00	X	\$544.14	X	1.3148	\$715.44

32	31 13 13 00-0013	EA	>6" To 12" D.B.H. (Diameter At Breast Height) Tree RemovalIncludes cutting up tree, chipping and loading.	\$838.09
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	Qty		Unit Price		Factor	Total
Installation	1.00	X	\$637.43	X	1.3148	\$838.09

33	31 13 13 00-0035	EA	Remove 4' To 5' Shrub, Broadleaf Evergreen	\$229.51
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	Qty		Unit Price		Factor	Total
Installation	2.00	X	\$87.28	X	1.3148	\$229.51

**Subtotal for site clearing** **\$1,783.04**  
:

**Grand Total:** **\$41,826.82**

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal: 0.00**

## Job Order Signature Document

**Contract No.:DGS A-2016-0001-K**

**Job Work Order**

**Modify an Existing Job Order**

Job Order #: 037075.00 Job Order Date: \_\_\_\_\_  
Owner PO No: \_\_\_\_\_  
Title: New Shed/Building  
Owner Name: <Using Agency Name> Contractor Name: MMM Contracting  
Contact: William Cunningham Contact: Mr. MMM  
Phone: 610-461-6345 Phone: \_\_\_\_\_

### Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Contract No DGS A-2016-0001-K.

Brief Work Order Description:

Looking to have a new storage shed/building on a concrete slab installed at our Office Building, with electric and electric heater. Need to enlarge a doorway in a concrete block wall.

**Job Order Completion Time:**

**Liquidated damages will not apply**

**Work Order Firm Fixed Price: \$41,826.82**

Using Agency Purchase Order Number:

### Approvals

\_\_\_\_\_  
Using Agency Date

\_\_\_\_\_  
Contractor Date



## ADMINISTRATIVE PROCEDURE NO. 5

### PRE-CONSTRUCTION MEETING

#### A. Scheduling of the Pre-Construction Meeting

1. If applicable to a Job Order, the Construction Manager will contact the JOC Contractor to schedule pre-construction meeting to discuss construction operations, activities, and sequence of events.
2. **The JOC Contractor is required to attend the scheduled Pre-Construction Meeting.** Personnel from the JOC Contractor's office, such as the principal of the firm, project manager and project superintendent **must attend** the meeting. The Design Professional and each Subcontractor submitted with the Job Order Proposal **must also attend** the meeting.

#### B. Agenda for Pre-Construction Meeting

1. Introduction of personnel by the Construction Manager.
2. Discussion of Design and Construction aspects of the Project.
3. Question and answer period.

#### C. Pre-Construction Meeting

1. The Construction Manager will set the time, date and place for the Pre-Construction Meeting, which will be scheduled prior to the Contractor mobilizing to the Project site.
2. The Notice initiating the Meeting shall be addressed to the JOC Contractor, with copies of the notice to the following:
  - § Design Professional
  - § Construction Manager (if there is one on the Project)
  - § Using Agency
  - § Facility
  - § Project File
3. The date of the Pre-Construction Meeting will signify the Start Date for purposes of calculating the Job Order Completion Time.
  - a. If a Letter of Intent was issued on the project, the JOC Contractor is required to proceed with the scope of Work set forth in the letter. On-Site Work may start only when the Job Order is fully executed.
4. During the Pre-Construction Meeting, the Construction Manager shall conduct the order of business and discuss construction operations, activities, and sequence of events.
5. The Construction Manager shall attach a separate sheet to the Pre-Construction Meeting Report, indicating the names, addresses, and telephone numbers of the Design Professional, Using Agency Representatives, Inspection Supervisor, and any other required entities.

Distribution of the Pre-Construction Meeting Report will be made by the Construction Manager or designee, as follows:

  - § All attendees and invitees as noted above as well as:
  - § Project Site

§ Facility/Using Agency

§ Project File

6. The Submittal Schedule must be addressed at this Pre-Construction Meeting (or earlier if authorized in a Letter of Intent) by the JOC Contractor and the Design Professional in accordance with the General Conditions for the JOC Contracts. The Submittal Schedule must be submitted by the Design Professional to the Construction Manager on or before the first Regular Job Conference held after the Pre-Construction Meeting. The Submittal Schedule activities shall also be included, integrated and tied to the logic of other activities in the Project Schedule by the JOC Contractor.
7. Agenda for the Pre-Construction Meeting
  - a. Introduction of attendees.
  - b. Review of Special Requirements, which may include:
    - (1) Protection of the Environment
    - (2) Asbestos
    - (3) Parking
    - (4) Office for JOC Contractor
    - (5) Field Office for Inspection Staff
    - (6) Temporary Heat
    - (7) Existing Utilities
    - (8) Working Hours
    - (9) Operation and Maintenance Instructions/Manuals
    - (10) Small Business / 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
  - c. General Remarks
    - (22) Safety
    - (23) Discrepancies
    - (24) Coordination
  - d. General Information
    - (25) Project Sign
    - (26) Progress Photographs
    - (27) Roof Bond/Warranties
    - (28) Concrete

- (29) As-Built Record Drawings
- (30) Project Supervision
- (31) Miscellaneous

- e. Permits, Fees, Notices
- f. Establishment of the date, time and location of the first Design Meeting.
- g. Establishment of date, time and location of the first Regular Job Conference
- h. Review of General Conditions
- i. General Comments

**ADMINISTRATIVE PROCEDURE NO. 6**  
**PROJECT MASTER SCHEDULE**  
**FORM NO. GSC-35**

As requested for a Job Order, the JOC Contractor shall prepare and submit a construction schedule in a format requested by the Using Agency or Construction Manager, including but limited to, bar chart (Gantt chart) format, Critical Path Method (CPM), and/or in conjunction with the remainder of this Administrative Procedure. The majority of Project schedules will be in bar chart (Gantt chart) format. However, depending on the complexity of the Detailed Scope of Work, the Using Agency or Construction Manager will request the Contractor prepare a schedule using the Critical Path Method in accordance with the remainder of this Administrative Procedure.

**Critical Path Method Schedule (CPM)**

The Critical Path Method Schedule shall be developed, prepared, and submitted in accordance with the same requirements and time frames as required by the General Conditions of the JOC Contract and the Administrative Procedures, in addition to the following:

- A. The CPM Scheduling system is to be implemented by the JOC Contractor, utilizing the services of a qualified subcontractor or its own in-house staff. If the JOC Contractor is using in-house staff, the JOC Contractor must provide evidence of having computer hardware and software standard in the industry for CPM scheduling and must also provide evidence it, or its subcontractor, has at least five years scheduling experience with projects of the same size and nature.
- B. The JOC Contractor shall complete all work in accordance with the accepted CPM Schedule. The CPM Schedule will reflect the decisions of the JOC Contractor as to sequence, duration, construction logic and all means and methods of construction.
- C. **The CPM Schedule shall be reviewed at the Pre-Construction Meeting, or earlier as required in a Letter of Intent. The Construction Manager will only review and the Using Agency will only pay (if the application is otherwise acceptable) the JOC Contractor's Application for Payment with a fully integrated Master Project Schedule being submitted and accepted by the Construction Manager. If there is no Master Project Schedule submitted and accepted, the Using Agency, at the recommendation of the Construction Manager, will withhold payments from the JOC Contractor until such time as there is an accepted Master Project Schedule. Since it is the JOC Contractor's 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 JOC Contractor.**
- D. The Construction Manager will not automatically grant an extension of time due to activity time delays. As a Supplemental Job Order or delay may result in only absorbing part of the available total float that may exist within an activity or chain of activities, the modification or delay may not affect existing critical activities or interim milestone dates or cause non-critical activities to become critical.

- E. The Construction Manager owns the float. No float shall be used by the JOC Contractor without written directive from the Construction Manager. 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 Job Order Completion Time will be considered only to the extent that equitable time adjustments to the activity or activities affected by the change in the work or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the Job Order Completion Time.
- F. If the time limits set for preparation and submission of the Master Project Schedule are not met, the Construction Manager will prepare the schedule, which must be adhered to by the JOC Contractor. The costs incurred by Construction Manager in preparing the schedule will be assessed to the JOC Contractor by credit Supplemental Job Order.

**G. 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. The JOC Contractor is responsible for assuring that any/all subcontract work, as well as work performed by its own forces, 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 Job Order Completion Time, the JOC Contractor shall identify and incorporate construction progress milestones for the Project into the Master Project Schedule in accordance with the General Conditions of the 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. **The JOC Contractor must show at least one milestone in each month of the scheduled construction period.**

**ADMINISTRATIVE PROCEDURE NO. 7**  
**REQUEST FOR APPROVAL OF MATERIALS**  
**AND/OR SUBCONTRACTORS**

- A. The JOC Contractor shall prepare and submit Request for Approval of Materials and/or Subcontractors (“Approval Form”) as required by the General Conditions of the JOC Contract and this Administrative Procedure.
- B. For each subcontractor to the JOC Contractor (whether identified in the Proposal or not), the JOC Contractor must attach a copy of the subcontract, signed by both the JOC Contractor and the Subcontractor and which complies with the requirements of the Subcontractor Article of the JOC Contract General Conditions.
- C. The JOC Contractor shall also submit a copy of every subcontract with a Small Business / Small Diverse Business to DGS’s Bureau of Small Business Opportunities.
- D. For purchase orders, the JOC Contractor shall submit one original certification, on the JOC 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 JOC 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 Construction Manager for the Project when the JOC Contractor submits the first Approval Form identifying Suppliers.
- F. The JOC Contractor must submit a copy of each executed purchase order that is issued to a Small Business / Small Diverse Business Supplier and Small Business / Small Diverse Business Manufacturer showing the dollar value of the purchase order. All purchase orders for Small Business / Small Diverse Business nonstocking suppliers shall include the fee or commission charged by the Small Business / Small Diverse Business nonstocking supplier for assistance in the procurement in materials and supplies.
- G. If the JOC Contractor has a financial interest in a Subcontractor, Supplier or Manufacturer, it must disclose its relationship to the Subcontractor, Supplier or Manufacturer on the Approval Form in the block “Relation to JOC Contractor” in accordance with the Subcontractor Article of the General Conditions.
- H. Prior to the commencement of work by any Subcontractor, the JOC Contractor must submit two copies of the subcontract, in accordance with the Subcontractor Article of the JOC General

Conditions, to the Construction Manager. The Construction Manager shall retain one copy for the Project file and forward one copy to the Using Agency.

- I. If the JOC Contractor wishes to provide an “equal,” it must check the appropriate block on the Approval Form. The “equal” submission shall fulfill the requirements of the JOC Contract General Conditions.
- J. If the JOC Contractor desires to provide a “substitution,” it must check the appropriate block on the Approval Form. The “substitution” submission shall fulfill the requirements of the JOC Contract General Conditions. The JOC Contractor must also attach a “Letter of Certification” identical to the sample provided in this Administrative Procedure.
- K. The JOC 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 JOC Contractor shall attach a copy of the Certification for Welders and a copy of the License for Blasters (if blasting is permitted) to the Approval Form, when submitted.
- M. Only the types indicated on the Approval Form will be permitted in the box titled “Type of Approval.”
- N. The JOC Contractor shall submit the original and four copies of the Approval Form by letter of transmittal to the Design Professional, with a copy to the Construction Manager or designee. Only the letter of transmittal for the Approval Forms must be provided to others specified in Administrative Procedure No. 1 regarding distribution of correspondence.
- O. The Construction Manager or designee shall review the copy of the Approval Form for compliance immediately upon receipt. If any discrepancies are found, the Construction Manager shall notify the Design Professional by telephone or fax.
- P. It is the Design Professional’s responsibility to check each item for conformity with the requirements of the specifications. The Design 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 Design Professional will indicate on the Approval Form 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 JOC Contractor. The Design Professional must indicate which specific information is required by checking the appropriate box on the Approval Form. If information has been included with the submission, the Design Professional should check the block “W/ Approval Form.” When approval is withheld pending receipt of additional qualifying material or information from the JOC Contractor, the Design Professional shall instruct the JOC Contractor to resubmit the item of material or work on a new Approval Form, which must contain the original submission number.
- R. The Design Professional’s signature on the bottom of the Approval Form constitutes its 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 Design Professional will also ensure compliance with these Administrative Procedures in the proper execution of the form. The Design Professional shall forward the Approval Form to the Construction Manager for review.
- S. The Design Professional will make distribution of the approved Approval Form as follows:
  - 1. Original to the Using Agency

2. One copy to Construction Manager (if one is on the Project)
3. One copy to the JOC Contractor

**(Must appear on JOC Contractor's Letterhead)**

Project No. \_\_\_\_\_(\_R)

Contract No. \_\_\_\_\_

Location of Project \_\_\_\_\_

Description of Project \_\_\_\_\_

**Certification**

I, the authorized representative of the JOC 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 Act.
- d. The Suppliers have been notified that nothing contained in the Contract Documents creates any contractual relationship between the Using Agency 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. \_\_\_\_\_(\_R)  
Contract NO. \_\_\_\_\_  
Location of Project \_\_\_\_\_  
Description of Project \_\_\_\_\_

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

I further certify that the JOC Contractor will assure that all costs involved in making the substitute item(s), listed on the attached Form No. Approval Form, 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, the Using Agency 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. Approval Form 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. 8**

### **MATERIALS AND CONCRETE TESTING (ALL ITEMS-GENERAL REQUIREMENTS) FORM GSC-22/33**

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

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

#### **A. Materials and Concrete Testing (General Requirements)**

##### **The JOC Contractor shall:**

1. Give the Using Agency or its designee and the Design Professional timely notice of its readiness and of the date arranged, so the Design 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 JOC Contractor, unless otherwise noted in the General Conditions, Specifications or Contract Drawings.
3. Request Forms GSC-22/33 from the Construction Manager. 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 Design Professional shall:**

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

**B. Materials Testing (Selection of Testing Laboratory)**

1. The JOC Contractor and its Design Professional shall advise the Using Agency or its designee of its selected testing agencies and laboratories at the Pre-Construction Meeting.

**C. Concrete Testing (Approval of Mix Computations)**

1. The JOC 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 Design Professional for review and approval. All information required by the form must be provided.
2. The Design Professional shall review the Form GSC-26 for compliance with the Contract Documents, and approve/disapprove as appropriate. The Design Professional shall forward all copies to the Construction Manager for review and distribution.
3. Upon receipt of approved GSC-26 from the Construction Manager, the JOC Contractor or its Design 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 Form GSC-22/23, Laboratory Sample or Field Test Identification, must accompany each sample to be tested. A separate form must be submitted with each test. These forms may be obtained from the Construction Inspection Supervisor.

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

1. The JOC Contractor will ensure the Cable Test Report (Birth Certificate) is in compliance with the Contract Documents. The JOC Contractor must submit six copies of the report to the Design Professional. The JOC Contractor must a copy the Using Agency, the Construction Manager and Construction Manager (if there is one on the Project) on the transmittal letter to the Design Professional.
2. The Design 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 original and electronic copy to the the Using Agency or its designee. 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 accepted by the Using Agency or its designee .
4. If the report is disapproved by the Design Professional, it shall be returned to the JOC Contractor with a letter of explanation. Copies of this correspondence must be sent to the Using Agency and the Construction Manager.
5. If the report is not accepted by the Using Agency or its designee, it shall be returned to the JOC Contractor with a letter of explanation. Copies of this correspondence must be sent to the Design Professional.

**E. High Voltage Cable Field Test Report**

1. The JOC Contractor shall submit one original and five copies of the report to the Design Professional, by letter of transmittal. The JOC Contractor must provide a copy to the Using Agency, the Construction Manager and Construction Manager (if there is one on the Project).
2. The Design Professional shall, upon receipt of the Field Test Report from the JOC Contractor, review it for compliance with testing procedures and Contract Documents. If approved, the Design Professional will affix its stamp of approval directly to each copy of the report, and forward all copies to the

Construction Manager. 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 Design Professional and reviewed by the Using Agency or its designee.
4. If the report is disapproved, the Design Professional shall advise the JOC Contractor of the appropriate corrective action to assure compliance with the Contract Documents. When the Field Test Report is approved, the Design Professional will distribute it in accordance with Paragraph "2" above.
5. If the report is not accepted by the Using Agency or its designee, it shall be returned to the JOC Contractor with a letter of explanation. Copies of this correspondence must be sent to the Design Professional.

**F. HVAC Systems Balancing Report**

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

## ADMINISTRATIVE PROCEDURE NO. 9

### SUBMITTALS

- A. The JOC Contractor shall prepare and submit to the Design Professional a **Submittal Schedule** showing all items requiring submission. The **Submittal Schedule** shall be prepared in accordance with Article 9 of the General Conditions: Submittals. This **Submittal Schedule** shall be integrated by the JOC Contractor and tied to the logic of activities in the Project Schedule.
- B. The JOC Contractor's Submittal Schedule shall include the items required in the Schedule and Article 9 of the General Conditions: Submittals.
- C. The JOC Contractor shall submit one (1) original Submittal Schedule to the Design Professional and one (1) copy to the Construction Manager.
- D. If the development of the **Submittal Schedule** affects the construction sequencing, durations, logic or any other aspect of the Project Schedule, including established milestones, the JOC Contractor shall make any necessary revisions. The Job Order Completion Time will not be adjusted as a result of these revisions. An original and copy of the revised Submittal Schedule, signed by the JOC Contractor, shall be submitted to the Design Professional **within the time frame agreed to at the Pre-Construction Meeting**. Review and acceptance of this revised Project Submittal Schedule by the Construction Manager shall follow the procedures established in Project Schedule Administrative Procedure. If a previous schedule has been submitted and accepted by the Construction Manager, the JOC Contractor shall indicate the "Revised Date" in the appropriate area of the Form GSC-35. The JOC Contractor shall also provide an explanation detailing the reasons for the revision and the activities affected in the letter of transmittal.
- E. The JOC Contractor shall comply with the Submittal Schedule and submit items within the order and dates established therein. The JOC Contractor shall not be permitted to stack the submittals in a manner that would inundate Design Professional in such a manner that the submittals cannot be reviewed and decided upon in a timely manner.
- F. A detailed, updated log shall be maintained by the Design Professional as to the time of receipt of the Submittals and the time of return to the JOC Contractor, with adequate notes as to their disposition. The Design Professional shall submit one copy of the log to the Construction Manager at each Job Conference subsequent to the first Job Conference following the Pre-Construction Meeting. The Design Professional shall also mail one copy to the Construction Manager (if there is one on the Project).
- G. The Design Professional will review and approve all submittals in accordance with Article 9 of the General Conditions of Contract: Submittals, and approve 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 Design Professional shall review and approve the JOC Contractor's submittals within ten (10) calendar days of the submission dates established by the submittal schedule, unless Construction Manager approves a different period of time in writing. The ten (10) calendar day period is the time from receipt of the submittal from the JOC Contractor to the time of the Construction Manager's receipt of the submittal. The Construction Manager shall have seven (7) business days to review and return the submittal to the Design Professional for distribution. The Design Professional's review and approval is for conformance with the design concept of the project and with the

information given in the Job Order and Detailed Scope of Work. The Construction Manager review and acceptance is for conformance with the Detailed Scope of Work and Contract Documents. The Design Professional's approval and the Construction Manager's acceptance of a separate item does not indicate approval of an assembly in which the item functions. The JOC Contractor shall be responsible for all costs associated with delays of the Project incurred as a result of any disapprovals and/or non-acceptance of its submittals for incompleteness.

- I. The JOC Contractor shall make any corrections required by the Design 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 Design Professional within ten (10) days of its receipt, unless the Using Agency or Construction Manager approves a different period of time. The resubmission of submittals by the JOC Contractor and subsequent review by the Design Professional shall be in accordance with Article 9 of the General Conditions of the JOC Contract: Submittals.
- J. When resubmitting submittals, the JOC Contractor shall direct specific attention to any revisions made, other than the corrections requested by Design Professional on previous submissions, by noting such revisions on the resubmissions.
- K. Distribution by the Design Professional of the Final Accepted Shop Drawings or Catalog Data shall be as follows.

- JOC Contractor – three sets
  - Design Professional - one set
  - Construction Manager (if any) – one set
  - Commissioning Agent (if any) – one set
  - Project File– one set \*

- \* The set for Project File shall be mailed to the Construction Manager and placed in the Project File.

- L. The JOC 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.
- M. **Any work commenced by the JOC Contractor prior to final approval of the submittals by the Design Professional and acceptance by the Construction Manager is performed by the JOC Contractor at its own risk.**

N. Indicated below is a sample of the “Approval Stamp” to be utilized by the Design 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="radio"/>	APPROVED	<input type="radio"/>	NOT APPROVED
<input type="radio"/>	APPROVED AS NOTED	<input type="radio"/>	REVISE AND RESUBMIT
_____		_____	
DATE		SIGNATURE/TITLE	
ORGANIZATION NAME AND ADDRESS			
A note may be added to:			
<ul style="list-style-type: none"><li>• Advise the JOC Contractor that quantities have not been verified.</li><li>• Advise the JOC Contractor that all materials must meet the requirements of the specifications.</li><li>• Require the JOC Contractor to field verify all measurements.</li></ul>			

## ADMINISTRATIVE PROCEDURE NO. 10

### JOC'S APPLICATION FOR PAYMENT

- FORM GSC-16** – PREVAILING MINIMUM WAGE CERTIFICATE  
**AIA G702** - APPLICATION AND CERTIFICATE FOR PAYMENT  
**AIA G703** - CONTINUATION SHEET  
**FORM GSC-43** – STORED MATERIALS  
**FORM GSC-24** – PAYROLL AFFIDAVIT, DESIGN BUILD'S CERTIFICATE AND STATEMENT OF SURETY, POWER OF ATTORNEY

#### A. General Information

1. The Using Agency will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, upon the completion of the Job Order. For all other Job Orders, the Using Agency may make partial, monthly payments based on a percentage of the work completed.
2. JOC Contractor's Applications for Progress Payment shall be prepared, submitted and processed in accordance with the Payment Article of the General Conditions and this Administrative Procedure.
3. The Application for Payment shall be based on the approved Job Order Price Proposal. An Application for Payment will not be processed without the Small Business / Small Diverse Business Utilization Report (See AP 16).
4. Before submitting an Application for Payment (Final or Partial) the JOC Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work as it relates to the agreed upon schedule of values and the dollar value for which the Application for Payment may be submitted.
5. If the JOC Contractor submits an incorrect Application for Payment, the Construction Manager, **within ten (10) days** of the receipt of the Application, will notify the JOC Contractor of deficiencies in the Application. Applications for Progress Payment will only be returned to the JOC Contractor if there is missing or incomplete paperwork.
6. When an Application for Payment is received, the Construction Manager **has three days, from this date, to review, correct and accept** the Application for Payment. The Application is then to be forwarded to the Using Agency.
7. In accordance with the Prompt Payment Schedule (62 Pa.C.S. §3931 - §3939), Using Agency shall make payment **within forty-five (45) calendar days of the date the Application for Progress 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 Manager signs the Application for Payment.
8. The Using Agency or designee shall also review the copy of the Application for Payment and notify the Construction Manager of any required adjustments or changes **within seven calendar days of receipt**. The Construction Manager will forward the Using Agency's comments to the Design Professional and the JOC Contractor.
9. Any adjustments or changes required as a result of the review by the Using Agency will be made on the next Application for Payment.

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

1. The Form GSC-16 must be completed, by the JOC Contractor, and attached to each Application for Progress Payment to certify compliance with the payment of Prevailing Minimum Wages as required by the Contract Documents.
2. The JOC Contractor and all 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 Manager, on a weekly basis.

**C. Stored Materials – Form GSC-43**

1. Stored Materials may be invoiced by the JOC 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 Using Agency. The signatures of the JOC Contractor and the Construction Manager will attest to the fact that the forms have been reviewed and are correct.
4. It is not necessary for the Construction Manager to visit the warehouse where materials are stored off-site. By executing the GSC-43 and submitting photographs, the JOC Contractor will be attesting to the fact that the materials are properly stored. The JOC 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 AIA G703 or G703. If an item description on the vendor's invoice is not identical, the JOC 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 G703 or G703.
7. The vendor's invoice must also show the Unit Wholesale Price and the Extended Unit Wholesale Price. It is permissible for the JOC 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 G703 or G703.
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 G703 or G703, 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 JOC Contractor's letterhead authorizing payment to be made jointly to the JOC Contractor and the supplier.
- e. Power of Attorney (from bonding company)

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

- 12. 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.
- 13. 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 JOC Contractor on the reverse side of the Payroll Affidavit, indicating that the prevailing minimum wage scale does not apply.
- 14. A copy of this form should be retained by the JOC 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.

**E. Small Business / Small Diverse Business Utilization Report**

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

**F. For Each Application for Payment**

- 15. Prior to submission and distribution of the Application for Payment packets by the Construction Manager, they shall be assembled in the following order:
  - a. G702 and/or G703
  - b. Job Order Price Proposal
  - 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 (Using Agency Office copy only)
    - 4. Fire and theft insurance policy rider
    - 5. Evidence of payment, or when payment has not been made a letter on JOC Contractor's letterhead authorizing payment to be made jointly to the JOC 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 Business / Small Diverse Business Utilization Report
- 16. Upon completion of the assembly of the Application for Payment packets by the Construction Manager, the original and two complete copies shall be submitted to the Using Agency. It is not necessary to attach a transmittal to each copy. In addition, two additional copies of the G702 or G703, without attachments, followed by the Invoice Correction Letter, are to be attached to the back of the entire submission.

17. Upon successful Final Inspection, the monetary amount to be retained shall be adjusted to reflect the actual amounts retained or otherwise held, as set out in the various sections of the General Conditions to the JOC Contract. The pertinent pages of the Final Inspection Report, including the Design 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 Design 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 Using Agency.

## **ADMINISTRATIVE PROCEDURE NO. 11**

### **CHANGES IN WORK (SUPPLEMENTAL JOB ORDERS)**

#### **A. Changes in the Work**

1. The Using Agency or Construction Manager, without invalidating the Job Order, may direct changes in the Work within the general scope of the Job Order, consisting of additions, deletions or other revisions. All such changes in the Work will be authorized by Supplemental Job Order or Field Order. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.
2. A Supplemental Job Order will follow the same procedure for ordering work as a Job Order (Refer to Administrative Procedure No. 4).

## ADMINISTRATIVE PROCEDURE NO. 12

### REQUEST FOR EXTENSION OF TIME (EOT) SUPPLEMENTAL JOB ORDER

- A. All Requests for Extension of Time shall be prepared and processed by the JOC Contractor and the Construction Manager in accordance with the Scheduling Article of the General Conditions and this Administrative Procedure.
- B. The JOC Contractor must **inform the Construction Manager in writing at the first succeeding Job Conference after any alleged delay it has encountered.** No forms or correspondence are required at this time, however, the JOC 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 JOC Contractor must submit the request for extension of time ("EOT") to the Construction Manager.
- C. **Failure to submit the EOT within ten days may constitute a waiver of the request and result in the denial of the request.**
- D. If explanation of the delay is lengthy and/or the JOC 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.
- E. 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.
- F. The JOC Contractor will keep one (1) copy of the request for EOT, and forward the original to the Construction Manager.
- G. Upon receipt of the request for EOT, the Construction Manager will review the request to ensure the JOC Contractor has provided the required information necessary to make a decision on the EOT request. If the information is incomplete, the Construction Manager will reply with an appropriate explanation, to the JOC Contractor for correction and resubmission. If the request for EOT conforms to the submission requirements. The Construction Manager will assign a sequential number, enter the received date, acknowledge receipt of the request, the date the Construction Manager received the request and place a copy in the Project file. A request number will not be assigned until a properly completed form is received.
- H. The Construction Manager shall review the extension request, JOC Contractor's supporting documentation, field documentation and all other sources of information required for evaluation by the Construction Manager. The Construction Manager's recommendation shall be appended directly to the form in the appropriate area. Additional sheets may be attached as required. The Construction Manager 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 Construction Manager and the original. A complete copy of the request for EOT and all supporting documentation should be retained by the Construction Manager.
- I. The Construction Manager will review the packet and issue a letter to the JOC Contractor, copy to the Using Agency personnel and the Design Professional.

**ADMINISTRATIVE PROCEDURE NO. 13  
SUBMISSION GUIDELINES FOR STEEL CERTIFICATES  
PURSUANT TO THE STEEL PRODUCTS PROCUREMENT ACT  
73 P.S. §1881, ET SEQ.**

**STEEL ORIGIN CERTIFICATION: JOC Contractor – FORM ST-1  
STEEL ORIGIN CERTIFICATION: FABRICATOR – FORM ST-2  
75% U.S. MANUFACTURER CERTIFICATION: FABRICATOR – FORM ST-3  
NOT DOMESTICALLY MANUFACTURED: JOC Contractor – FORM ST-4**

**GENERAL INFORMATION CONCERNING THE  
STEEL PRODUCTS PROCUREMENT ACT AND STEEL CERTIFICATIONS**

- A. The JOC Contractor shall submit Steel Certification forms to the Construction Manager assigned to the project. Only one fully-executed certification form for each product must be submitted to the Construction Manager.
- 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](http://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 Manager as soon as possible after the Pre-Construction Meeting. Using Agency will investigate and render a **written** response in a timely fashion.
- H. **Nothing in this Administrative Procedure should be construed as relieving the JOC Contractor, subcontractor, supplier or fabricator from complying with the requirements of the Act. Steel Certification forms must be submitted and approved by the Using Agency personnel before a steel product arrives on site. If the JOC Contractor enters into a purchase order for a "steel product" prior to submitting acceptable steel certifications, it 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 JOC Contractor assumes the full risk of nonpayment, replacement costs and/or debarment if the products are not certifiable.**

- I. Approval Form forms must be submitted within 15 or 45 days from the effective date of the contract, depending upon the value of the Job Order. Within 30 days of the Design Professional's approval of any Approval Form listing a "steel product", the JOC 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 Using Agency.
- K. **Domestic availability will be determined as of the date the ST-4 form is submitted to the Using Agency for approval.**
- L. The forms that follow ST-1 through ST-4 - have been developed for use on JOC projects alone. the Using Agency 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 JOC PROJECT UNLESS OTHERWISE NOTED.**

### SECTION A

**Line #1** This is the JOC 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 JOC Contractor’s business address.

**Line #3** This is the JOC Contractor’s business phone number.

**Line #4** This is the date the ST form is submitted to the Using Agency.

**Line #5** This is the Using Agency contract number for the project.

**Line #6** This is the Using Agency project description.

**Line #7** This is the “steel product” being certified, such as an I-beam, angle, bolt, channel, etc. The JOC 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 JOC Contractor does not have to submit a form for each piece of steel which is being put into the project. The JOC 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 JOC Contractor must submit **1 ST form** for “steel I-Beams” with a listing of the various sizes covered by that ST form. The JOC 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 JOC Contractor submits an ST-1 form with Section B(1) marked off. The other 26 I-Beams are non-identifiable structural steel, so the JOC Contractor must also submit an ST-1 with Section B(2) marked off and attached the appropriate supporting documentation.

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

**Line #8** This refers to the corresponding Approval Form 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:** JOC Contractor only needs to submit the ST-1 form. Using Agency 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:** JOC 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 the Using Agency.

**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 JOC 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: JOC CONTRACTOR**

This form must be executed by the JOC Contractor and submitted to the Construction Manager within 30 days from the date the Professional approves an Approval Form listing a "steel product". No steel product may be delivered on-site unless the Using Agency 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 JOC 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. Approval Form: \_\_\_\_\_
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 JOC 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: \_\_\_\_\_(Seal)  
President or Vice President

## 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 Using Agency contract number or the project.

**Line #6** This is the Using Agency project description.

**Line #7** This is the "steel product" being certified, such as a chiller, condenser, hollow metal doors. The JOC 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 Approval Form 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 JOC 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 CONSTRUCTION MANAGER within 30 days from the date the Professional approved a Approval Form listing a "steel product". No steel product may be delivered on-site unless the Using Agency 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 PURHCASER:**

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

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**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 JOC 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 JOC Contractor’s name.

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

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

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

**Line #5** This is the JOC number for the project.

**Line #6** This is the project description.

**Line #7** This is the “steel product” being certified, such as a chiller, condenser, hollow metal doors. The JOC 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 Approval Form 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.
- **Construction Manager 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 the Construction Manager deems it to be in the Using Agency's best interests, the Construction Manager may advise the Using Agency to 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 Using Agency 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 CONSTRUCTION MANAGER within 30 days from the date the Design Professional approves the Approval Form listing a "steel product". No steel product may be delivered on-site unless the Construction Manager has received an ST form.**

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

1. Name of JOC Contractor: \_\_\_\_\_
2. Address of JOC Contractor: \_\_\_\_\_
3. Phone Number: \_\_\_\_\_ 4. Date submitted to Fabricator: \_\_\_\_\_
5. JOC Project No.: \_\_\_\_\_ 6. Project Title: \_\_\_\_\_
7. Steel Product Certified: \_\_\_\_\_
8. Approval Form# \_\_\_\_\_ 9. Model: \_\_\_\_\_

**B. TO BE COMPLETED BY THE FABRICATOR/MANUFACTURER:**

10. Name of Firm: \_\_\_\_\_
11. Address of Firm: \_\_\_\_\_
12. Firm's Phone number: \_\_\_\_\_ 13. Date Received: \_\_\_\_\_
14. Federal Employer ID No. \_\_\_\_\_
15. 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 Construction Manager and/or Using Agency. 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. Upon the recommendation of the Construction Manager or the Using Agency, 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 JOC 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 JOC Contractor is subject to verification by the Department. Any JOC Contractor who executes a Purchase Order or other type of purchase agreement encompassing a “steel product” prior to receiving the Construction Manager’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 the Using Agency for approval**

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

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

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

**Line #4** This is the date the ST-4 form is submitted to the Using Agency.

**Line #5** This is the JOC number for the project.

**Line #6** This is the 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 Approval Form submittal number.

**Line #9** These four lines, (a) through (d), are to be filled out completely by the JOC Contractor. At least four suppliers/manufacturers must be contacted by the JOC 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 JOC Contractor 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 CONSTRUCTION MANAGER within 30 days from the date the Construction Manager approves an Approval Form listing a “steel product”. No steel product may be delivered on-site unless the Using Agency 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. The Construction Manager 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. JOC Project No.: \_\_\_\_\_

6. Contract Title: \_\_\_\_\_ 7. Steel Product: \_\_\_\_\_ 8. Approval Form: \_\_\_\_\_

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:  
 President or Vice President

(SEAL)

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

A. Field Personnel CONSTRUCTION MANAGER: \_\_\_\_\_

1. Date ST-4 submitted by Prime Contractor: \_\_\_\_\_
2. Date ST-4 forwarded to Construction Manager: \_\_\_\_\_
3. Date ST-4 forwarded to Using Agency: \_\_\_\_\_

B. Using Agency Date received: \_\_\_\_\_  
Action: \_\_\_\_\_

**ADMINISTRATIVE PROCEDURE NO. 14**  
**FIELD DISPUTE RESOLUTION 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 JOC Contractor shall use the Field Dispute Resolution Form attached to and incorporated by reference to this Administrative Procedure.

JOC Project  
\_\_\_\_\_

**Field Dispute Review**  
**Meeting Form**

Contract No. . \_\_\_\_\_  
Project %: 25 50 75 100 Other

**SECTION 1 TO BE FILED OUT BY JOC 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 Project Schedule and a proposed solution to the dispute, including days needed in an EOT, damages and the identity of the party the JOC Contractor believes is responsible for creating the dispute):

JOC 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 DESIGN/BUILD:

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 JOC Contractor believes the Using Agency is liable; and that I am duly authorized to certify the dispute on behalf of the JOC Contractor.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed Legibly

**ADMINISTRATIVE PROCEDURE NO. 15**  
**UTILIZATION/OCCUPANCY INSPECTION**  
**CERTIFICATE OF OCCUPANCY/UTILIZATION**  
**FORM GSC - 46**

**FINAL INSPECTION**

**CERTIFICATE OF COMPLETION AND FINAL PAYMENT**  
**FORM GSC - 47**

**CLOSEOUT INSPECTION**

**A. Utilization/Occupancy Inspection**

1. The Construction Manager may 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. Such use or occupation may only occur after the Design Professional has established substantial completion of the relevant portion of the Work.
2. The request for partial occupancy by the Using Agency must be made, in writing, to the Construction Manager. If permission is granted, by the Construction Manager, the Using Agency or designee will establish the date and time for an Occupancy/Utilization Inspection and will notify the following:
  - a. Design Professional
  - b. Construction Manager (if there is one on the Project)
  - c. JOC Contractor
  - 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 Job Order and 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 Construction Manager (if one is on the Project), the Design Professional, the JOC Contractor and a representative of the Using Agency.**
4. The Design Professional shall conduct the inspection, unless another party is designated by the Construction Manager. A report of the Occupancy/Utilization Inspection shall be prepared and distributed in accordance with Administrative Procedure No.1, by the Design Professional **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 JOC Contractor for maintenance, heat and utilities or any other role.
- 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. Completed Form GSC-46, "Certificate of Occupancy/Utilization"

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

1. The Construction Manager will provide a copy of the Form GSC-46 to the Design Professional or designee, as determined by the Using Agency. The form must be prepared by the Design Professional or designee, as determined by the Construction Manager, and submitted in an original and four copies to the Construction Manager.
2. At the conclusion of the Occupancy/Utilization Inspection, the attendees shall review the responsibilities of the JOC 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 Design Professional or designee, as determined by the Construction Manager, 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 JOC Contractor(s) of its responsibility to complete all Work in accordance with the Job Order and Contract Documents.
4. The Construction Manager shall, **within five (5) working days after receipt**, review the Certificate of Occupancy/Utilization for completeness. If properly completed, the Construction Manager 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 Design Professional and approved by the Construction Manager.
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 JOC Contractor.

**C. Final Inspection**

1. The Final Inspection for the Job Order shall be requested and conducted in accordance with the General Conditions and this Administrative Procedure. The JOC Contractor's request for a Final Inspection **must be submitted, in writing, to the Construction Manager.**
2. **Within ten (10) days of receipt of the request**, the Construction Manager shall establish a date and time for the Final Inspection and will notify the following:
  - a. Design Professional
  - b. JOC Contractor
  - c. Using Agency
  - d. Facility
3. The Final Inspection must be attended by the Construction Manager (if one is on the Project), the Design Professional, the JOC Contractor and a representative of the Using Agency.

4. The JOC Contractor shall submit, at the Final Inspection, an Application for Final Payment to the Construction Manager. The final Application for Payment should be completed and submitted in its entirety and in accordance with Administrative Procedure No. 9.
5. The Design Professional and/or Construction Manager shall conduct the Final Inspection. The inspection shall include all aspects of the Job Order(s) Detailed Scope of Work, including any areas or equipment previously occupied or utilized by the Using Agency. If the work is at "substantial completion", a report of the Final Inspection shall be prepared and distributed in accordance with Administrative Procedure No. 1, by the Design Professional and/or Construction Manager **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 Supplemental Job Orders and the status of the associated work
  - h. The status of payment of approved Supplemental Job Orders to include SJO#, 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 Using Agency system
  - j. The status of Requests for Extension of Time, if any, to include request date, and number.
  - 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 Supplemental Job Orders
    - iii. Pending Claims
    - iv. Liquidated Damages
  - m. The status of Small Business / 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 As-Built Record Drawings
  - p. The status of JOC 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 Work has been completed in accordance with the Detailed Scope of Work
  - t. Statement that the JOC Contractor shall continue insurance coverage pending written permission to terminate by DGS or the Construction Manager.
  - 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 Manager or Using Agency within seven days of receipt of the Final Inspection Report
  - v. Form GSC-47, "Certificate of Final Inspection and Final Payment" completed by the Design Professional.

If, through the course of the inspection, it is determined by the Design Professional that the work is not “substantially complete”, the Design Professional shall not issue the Certificate of Completion and Final Payment. The Design Professional shall notify the Construction Manager and the JOC Contractor, in writing, substantiating the reasons for the denial.

6. In no case may a Final Inspection be designated as a Closeout Inspection.

**D. Certificate of Final Inspection and Final Payment – Form GSC-47**

1. The Construction Manager will provide a copy of the Form GSC-47 to the Design Professional or designee, as determined by the Construction Manager. The form must be prepared by the Design Professional or designee, as determined by the Construction Manager, and submitted in an original and four copies to the Construction Manager.
2. At the conclusion of the Final Inspection, the attendees shall review all of the remaining responsibilities of the JOC Contractor, the remaining responsibilities of the Design Professional, the status of all pending Supplemental Job Orders, the status of all pending Requests for Extension of Time, the status of any pending claims against the Using Agency or any other JOC Contractor and any other obligations of any party necessary to fulfill the requirements of the Job Order and Contract Documents. Upon completion of this review the JOC Contractor, Design Professional and the Using Agency 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 Design Professional or designee, as determined by the Construction Manager, 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 Manager 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.

**E. Closeout**

1. Refer to Article 14 of the General Conditions for closeout requirements.

## ADMINISTRATIVE PROCEDURE NO. 16

### SMALL BUSINESS / SMALL DIVERSE BUSINESS PARTICIPATION

- A. **General Information:** The Job Order Contractor (JOC) must meet or exceed the participation percentage provided in the Small Business / Small Diverse Business Submittal for Small Businesses, Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBEs), Service-Disabled Veteran Business Enterprises (SDVBEs), or other small businesses, as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy, (together referred to hereinafter as Small Business / Small Diverse Businesses, or SB/SDB). The JOC Contractor acknowledges that the total annual percentages committed to Small Businesses and Small Diverse Businesses will become contractual obligations upon execution of a contract.
- B. **JOC Contractor's Duty.**
- a. The JOC Contractor must meet or exceed the participation percentage for the Project annually. This will be tracked by BDISBO through the Small Business / Small Diverse Business Utilization Report forms.
  - b. The JOC Contractor's submitted participation percentage provided in the SB/SDB Submittal is to be maintained on an annual basis throughout the term of the Contract, and any subsequent options or renewals, and shall apply to the cumulative annual dollar value of work issued under the Job Order Contract.
  - c. The JOC Contractor shall submit monthly a Small Business/Small Diverse Business Utilization Report specific to the payments issued to SB/SDBs for job orders in that month. The JOC Contractor shall also submit a Quarterly Small Business/Small Diverse Business Utilization Report, tracking cumulative progress in meeting or exceeding the annual participation percentage. These reports shall be submitted to BDISBO within ten (10) business days of the end of each month and quarter.
- C. **Small Business / Small Diverse Business Utilization Report.**
- a. BDISBO shall provide the Small Business / Small Diverse Business Utilization Report forms to the JOC Contractor.
  - b. The Utilization Report forms will be used to track and confirm the actual dollar amount paid to SB/SDB subcontractors, designers, and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter."
  - c. Upon receipt of the JOC Contractor SB/SDB Utilization Report form(s), BDISBO will verify the certification status of the subcontractor, designer, manufacturer, stocking supplier, or non-stocking supplier. Once reviewed by BDISBO, payments toward the subcontract or purchase order, or a percentage thereof, shall be calculated as part of the total dollar value of the Small Business / Small Diverse Business participation level.
  - d. A late fee of \$100.00 per day may be assessed against the JOC Contractor if the Utilization Report forms are not submitted in accordance with the schedule above.
- D. **Calculation and Credit of the JOC Contractor's Payments Toward the Submitted Participation Percentage.**

- a. The participation percentage shall be calculated by adding the annual dollar values of payments to Commonwealth self-certified and verified Small Business/Small Diverse Business (SB/SDB); subcontractors, designers, manufacturers, stocking suppliers and the fee/commission paid to non-stocking suppliers on the annual Job Orders awarded and dividing the payment sum by the total dollar value of all Job Orders awarded on an annual basis.
- b. Only DGS self-certified and or verified SB/SDB subcontractors, designers, manufacturers, stocking suppliers or non-stocking suppliers can be credited toward satisfying the participation percentage provided in the Small Business / Small Diverse Business Submittal. The JOC Contractor should ensure that all SB/SDBs hold a DGS SB/SDB certification that is current (not revoked, lapsed or pending) as of the subcontract / purchase order execution date in order to obtain credit for the payment.
- c. SB/SDB subcontractors provide labor and may provide materials associated with the labor on the subcontract. SB/SDB subcontractors through their own employees must perform at least 50% of the amount of the subcontract. **100 percent of the subcontract payments will be counted towards the SB/SDB annual percentage.**
- d. SB/SDB designers provide design professional services associated with the subcontract. SB/SDB designers through their own employees must perform at least 50% of the amount of the subcontract. **100 percent of the subcontract payments will be counted towards the SB/SDB annual percentage.**
- e. SB/SDB manufacturers are firms that operate or maintain a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. **100 percent of the total payments made to the Small Business or Small Diverse Business manufacturer will be counted towards the SB/SDB annual percentage.**
- f. SB/SDB stocking suppliers are firms that own, operate, or maintain a store, warehouse, or other establishment, in which the materials, supplies, articles or equipment 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. **60 percent of the total payment made for the materials or supplies purchased from a Small Business or Small Diverse Business stocking will be counted towards the SB/SDB annual percentage.**
- g. **SB/SDB non-stocking suppliers are credited at only the amount of the fee or commission paid to the SB/SDB non-stocking supplier for assistance in the procurement of the materials and supplies provided the fees or commissions are reasonable and not excessive as compared with fees customarily allowed for similar services and with the understanding that under no circumstances shall the credit, for a SB/SDB non-stocking supplier, exceed 10% of the purchase order cost.** SB/SDB non-stocking suppliers do not carry inventory, but orders materials from a manufacturer, manufacturer's representative, or stocking supplier. In order for a non-stocking supplier to receive credit, it must perform a useful business function by engaging in meaningful work (i.e., negotiating price; determining quality and quantity; ordering materials; and paying for the materials). Industry practices and other relevant factors are considered
- h. The JOC Contractor is allowed to use contract amounts at any tier of supply or subcontracting; however the dollar value of any payment to a SB/SDB cannot be double counted.
  - i. If the JOC Contractor or any of its non-SB/SDB Subcontractors or Suppliers makes a payment to a SB/SDB, the credit for the subcontract/purchase order payment, regardless of the level or tier, shall be calculated as indicated with the categories outlined above.
  - ii. In the event that the SB/SDB whose entire subcontract payment is counted towards the contractor's annual percentage then subcontracts a portion of the work or supplies associated with this subcontract to another SB/SDB, the payment of the subcontract with/to the lower tier SB/SDB is NOT counted in the contractor's annual percentage in order to prevent the duplicate counting of SB/SDB payment dollars. In this case, the payment of this subsequent SB/SDB

subcontract has already been included within the scope of work and dollar value of the SB/SDB payment already counted as a part of the contractor's **annual percentage**.

**E. Remedies.**

- a. Failure to meet the Small Business and or Small Diverse Business annual percentage commitment(s) are subject to sanctions. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Proposer is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Proposer's Small Business self-certification status and/or Small Diverse Business verification status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.
- b. The JOC Contractor's compliance with requirements of the Small Business / Small Diverse Business participation component, including the fulfillment of any Small Business / Small Diverse Business commitments in all subcontracts and purchase orders, is material to the contract between the JOC Contractor and the DGS. Any failure to comply with these requirements constitutes a substantial breach of the Contract