Part IV Chapter 15
Job Order Contracting Program

A. Definitions.

1. Agency (Using Agency) - An executive or independent agency. If a Construction Manager is managing a Job Order or JOC Project, the term "Construction Manager" is used interchangeably with Using Agency in the Contract Documents.

2. Agency Fixed Asset Coordinator – The Agency staff who is responsible for creation, deletion, documentation and accurate reporting of Agency fixed asset resources.

3. Agency Owner – The Using Agency's single point of contact relative to the scope of the project. May be used interchangeably with "Using Agency".

4. Agency Purchasing Staff – The Agency staff assigned responsibilities to create and administer the purchasing documents associated with the JOC project.

5. Comptroller Operations – Staff at Comptroller Operations responsible for the review and approval of purchase orders.

6. Construction Manager - The authorized representative of the Agency to administer, coordinate, and manage the Job Order or JOC Project. The Construction Manager can be either the Agency or the JOC Consultant's Construction Manager. If the Construction Manager is managing a Job Order or JOC Project, the term Construction Manager is used interchangeably with "Using Agency" and/or "Agency Owner" in the Contract Documents. Also known as JOC Consultant.

7. Contract Documents – These form the Design Build Job Order Contract and include the Contract, Bond, General Conditions, Administrative Procedures and other documents listed in Article 1 of the Design Build Job Order Contract.

8. JOC Consultant - The contracted service provider retained to facilitate work in conjunction with the Agency to procure Job Orders from identification through issuance of the Job Order, purchase order, or similar document.

9. JOC Contractor - The awarded Contractor(s), by trade and region; the person, entity, or organization identified as such in the Job Order Contract and is referred to throughout the Contract Documents as if singular in number, who will complete construction of the Job Order or JOC project.

10. JOC Project - Includes all work and Job Orders necessary to complete the entire scope of work, including all design services, general construction, hazardous material removal, fire suppression, elevator, HVAC, plumbing and electrical work.

11. Total Project Value – The total cost of the JOC Project including costs for design and construction and all fees associated with the JOC Project.

B. Job Order Scope.

1. All executive and independent agencies ("Agency") under the governor's jurisdiction are required to use the Job Order Contracting (JOC) Program for agency-funded construction projects with an estimated total project value of at least $10,000 to a maximum of $300,000 (i.e., JOC Project). These JOC Projects shall be:

a. Established by the Agency by entering the project information in the JOC Consultant's website; and
b. Developed, designed, constructed and paid for as discussed in detail in this chapter; and
c. Administered, managed and paid for as discussed in detail in this chapter.

2. Agencies awarding contracts under § 301(c) of the Commonwealth Procurement Code are strongly encouraged to use the JOC Program.

3. The No-Bid Procurements of Construction (P-Card) should not be used to pay for any work related to a JOC Project. For example, an agency may not use the No-bid Procurement process to obtain any associated services or labor to design or to install the construction material or equipment for a JOC Project.

4. Agencies must use the JOC Program for emergency construction where applicable.

C. Exclusions.

1. A project with <u>100% of the design **and** labor</u> performed by Commonwealth employees, or inmates or patients of an agency, within your own agency is not subject to this Chapter. The Agency shall document this exclusion in the project file.

a. Any Agency using in-house design staff must ensure that employees are properly qualified to stamp and/or seal the design.
b. DGS employees will not stamp or seal design drawings for another agency.

2. The following contracts, regardless of dollar value, are not encompassed within the scope of this Chapter:

a. Capital Projects; or
b. Historic Preservation work; or
c. Leasehold improvements; or
d. Sole source procurements; or
e. As otherwise approved for exemption by the Secretary of the Department of General Services, Deputy Secretary for Public Works or designee.

3. Work under a service contract for repair and preventative maintenance defined as follows:

a. Repair work performed on existing equipment or system for the purpose of a break/fix nature and includes the replacement of like parts/components in order to return the equipment or system to working order. This work cannot include replacement of the entire equipment/system or change or alter the equipment/system as it relates to its size, type, and capability.
b. Preventative Maintenance—Work performed on a routine basis, such as the cleaning and testing of equipment or systems and component parts for the purpose of allowing the equipment or system to continue operating in the expected manner.

4. Work under a service contract which requires a certified contractor to perform the work on the equipment or system.

5. Warranty issues which require the use of a specific contractor.

The Agency shall document any exclusion under Section C in the project file.

D. General

1. JOC Program. Gordian Group, the Job Order Contracting Program Consultant, will operate, maintain, and make available their proprietary eGordian® JOC application and Construction Task Catalog® for use by the agencies and JOC Contractors in preparing Job Orders.

2. JOC Consultant. The JOC Consultant shall be responsible to work in conjunction with the agencies to procure Job Orders from identification through issuance of the Job Order, purchase order or similar document. The JOC Consultant will also provide, at the discretion of the agency, Construction Management services.

3. Separations Act. In accordance with Section 322(6) of the Commonwealth Procurement Code, all projects equal to or greater than $25,000 are subject to the requirements of the Separations Act. This act requires that the Design Professional prepare separate specifications for the HVAC, plumbing and electrical work for the Job Order(s).

4. **Public Works Employment Verification Act.** In accordance with 43 P.S. §§167.1-167.11 and 4 Pa. Code §66, construction contracts where the total project construction costs are greater than $25,000 are subject to the requirements of the Public Works Employment Verification Act. This act requires all contractors and subcontractors to utilize the federal government's E-Verify® system to ensure that, prior to being awarded a public works contract, and through duration of the public work contract, all employees are authorized to work in the United States. On projects where the Act applies, all contractors are to provide the Verification Form prior to being awarded a contract and all subcontractors of every tier are to provide the Verification Form prior to commencing work on the project. Additional information and documents are available at www.dgs.pa.gov.

5. **Pennsylvania Prevailing Wage Act & Federal Davis-Bacon Act**
   a. In accordance with 43 P.S. §§165.1-165.17, construction contracts where the estimated cost of the total JOC Project is in excess of $25,000 are subject to the requirements of the Pennsylvania Prevailing Wage Act.
   b. To the extent any project has federal funds involved, the Davis-Bacon Act may apply. The Davis-Bacon Act applies to contracts in excess of $2,000 for the construction, alteration and/or repair, including painting and decorating of a public building or public work.
   c. The agencies will obtain and include applicable wage rates for the Job Orders.

6. **Prompt Payment Schedule.** In accordance with §§3931-3939 (Prompt Payment Schedule) of the General Procurement Provisions of Title 62 Procurement, the performance of project contracts and subcontracts under this Program are subject to the full requirements of the Prompt Payment Schedule requirements. Performance of work in accordance with the terms of the Job Order entitles the JOC Contractor to timely payment by the agency. In addition, performance by a subcontractor in accordance with the terms of the contract entitles the subcontractor to prompt payment from the JOC Contractor.

7. **Performance and Payment Bonds.** For every Job Order issued of at least $25,000, the JOC Contractor shall provide a JOC Contractor's Bond equal to the full value of the Job Order Price.

8. **Job Order Contracting Fees –** Shall be paid in accordance with the Job Order Contracting Program Consultant contract.

E. Procedure to Establish and Complete a JOC Project

See the JOC Web Site Link JOC Web Site.

References:

1. DGS Web Site: www.dgs.pa.gov
2. JOC Web Site
3. Gordian Contract:
   http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400015342