

ADMINISTRATIVE PROCEDURES

**FOR
SMALL BUSINESS**

CONSTRUCTION CONTRACTS



pennsylvania
DEPARTMENT OF GENERAL SERVICES

HARRISBURG, PENNSYLVANIA

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

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ADMINISTRATIVE PROCEDURE #1

CORRESPONDENCE

A. Identification of Correspondence

1. Correspondence (letters, transmittals, memos) and forms should be sent and received, whenever possible, as an email attachment. Individual email addresses will be exchanged during either the Orientation Meeting or the Initial Job Conference. U.S. Mail and package delivery should be kept to a minimum.
 - a. If printing on paper is necessary, the item should be printed on both sides of the paper.
2. All correspondence must be identified by the Contract Number, Facility, DGS Region (West/Central/East) and a brief summary of the issue. Information concerning the locations of the Regions and which counties are included in each Region will be discussed at the Orientation Meeting.
3. Following is an example of proper identification for email subject line:

DGS 123-4.3, SCI Camp Hill *Extension of Time Request #3*

B. Addressing and Distribution of Correspondence

1. Letters, transmittals and forms shall be emailed with the distribution to include, at a minimum, personnel indicated below. The email addresses of the specific individuals who will be involved with the project will be identified at either the Orientation Meeting or the Initial Job Conference.

If to DGS Director Bureau of Construction:

Director email specified at O/IJC

cc: Regional Director email
DGS person assigned to Project email
Professional email
Contractor email, as required by topic
Funding Agency email, as required by topic

If to DGS Regional Director:

Regional Director email at O/IJC

cc: Director, Bureau of Construction email
DGS person assigned to Project email
Professional email
Contractor email
Funding Agency email

If to Project Site:

DGS person assigned to the project

cc: Construction Regional Director
Professional
Contractor, as required by topic
Funding Agency, as required by topic

If to the Prof. or DGS E/A:

Professional email E/A person email

cc: Construction Regional Director
Contractor(s)
Funding Agency, as required

If to Other Prime Contractors:

Prime Contractor(s) email

cc: Construction Regional Director
DGS person assigned to the project
Professional, as required by topic
Funding Agency, as required by topic

ADMINISTRATIVE PROCEDURE #2

ORIENTATION MEETING

A. Scheduling of the Orientation Meeting

DGS (or Funding Agency if Small Business project administered by Funding Agency) will contact the Small Design Business and the Contractor within ten (10) days of the Effective Date of the Contract to schedule an Orientation Meeting to familiarize the Contractor with these procedures and forms.

Contractors who have not completed Small Business contracts awarded after May 1, 2014 for DGS are required to attend the scheduled Orientation Meeting. Notification of the meeting date, time and place will be confirmed by email. Personnel from the Contractor's office, such as the principal of the firm, project manager and project superintendent **must attend** the meeting since DGS will review new instructions and forms.

Contractors who have completed Small Business contracts for DGS after May 1, 2014 may be required to attend an Orientation Meeting. Notification of the meeting date, time and place will be confirmed by email. Personnel from the Contractor's office, such as the principal of the firm, project manager and project superintendent should attend since DGS will review new instructions and forms.

B. Agenda for Orientation Meeting

1. Introduction of all project participants by Construction Regional Director, or designated DGS representative and exchange of email addresses and phone numbers for all project participants.
2. Introduction of DGS or Funding Agency if Small Business project administered by Funding Agency.
3. Explanation of Administrative Procedures and forms.
 - a. All Forms may be downloaded on DGS' website.
 - b. DGS will not distribute paper copies of any forms.
4. Overview of the Project Scope and Schedule.
5. Review of design, submission and approval requirements.
6. Question and answer period.

ADMINISTRATIVE PROCEDURE #3

JOB CONFERENCES

A. General Information Concerning Job Conferences

1. The following representatives **must attend** Initial, Regular and Special Job Conferences^{**}:
 - All Prime Contractors (Representative must have decision-making authority)
 - Small Design Business
 - Construction Regional Director or designee
 - DGS person assigned to the project

**** Special Job Conferences are scheduled by DGS (or Funding Agency if Small Business project administered by Funding Agency.)**
2. The following representatives may attend any Job Conference, but are not required to be present:
 - Using Agency and/or Facility Representative
 - Other representatives, as appropriate (determined by DGS or Funding Agency)
3. DGS (or Funding Agency if Small Business project administered by Funding Agency) shall appoint a person to record the proceedings of Job Conferences. A copy of the recorded proceedings shall be emailed 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. Any Contractor who does not attend the Job Conference is subject to termination, unless absence is excused by DGS. The Department (or Funding Agency if Small Business project administered by Funding Agency) may issue a credit change order to any Prime Contractor who is not excused from any Job Conference.

B. Initial Job Conference

1. DGS (or Funding Agency if Small Business project administered by Funding Agency) will set the time, date and place for the Initial Job Conference, which will be no later than the thirty (30) days following the Effective Date of the Contract.
2. The email notification of the time, date and place of the Initial Job Conference shall be sent to the Small Design Business ("the") following:
 - Each Prime Contractor
 - Funding Agency
 - Facility
 - DGS Bureau of Engineering and Architecture
 - DGS Contract Compliance Officer
 - Construction Regional Director, or designee
 - Professional
3. The date of the Initial Job Conference will signify the Contract Start Date for purposes of calculating the Contract Completion Date.
 - a. Contractors are required to commence on-site work within ten (10) days after the Initial Job Conference.
4. During the Initial Job Conference, DGS (or Funding Agency if Small Business project administered by Funding Agency) shall lead the discussion of the agenda items and discuss specific requirements and

particulars of project construction. In addition, the procedures associated with the forms and practices will be explained.

5. DGS (DGS will assemble and include Funding Agency if Small Business project administered by Funding Agency) shall attach a separate sheet as part of the Initial Job Conference Report, indicating the names, email addresses and telephone numbers of the Professional, DGS Bureau of Engineering and Architecture DGS representatives, each Prime Contractor, the Director of Construction, the Construction Regional Director and the DGS person assigned to the project. (and Funding Agency if Small Business project administered by Funding Agency).

DGS will distribute the Initial Job Conference Report as an email attachment (Funding Agency if Small Business project administered by Funding Agency) DGS, as follows:

- DGS Director of Construction
- Professional (Small Design Business)
- Engineering & Architecture
- Each Prime Contractor
- Construction Regional Office
- Facility/Funding Agency
- DGS Contract Compliance Officer

6. Agenda for the Initial Job Conference

- a. Introduction of attendees.
- b. Explanation of Administrative Procedures and associated forms. The Procedures are available on the DGS website. Each Contractor is expected to have reviewed the procedures prior to the meeting. DGS **will not** distribute paper copies can obtain of the procedures from the DGS website.
- c. The Submittal Schedule must be drafted at this Initial Job Conference by the Prime Contractors and the Professional in accordance with the General Conditions. The Submittal Schedules must be submitted by the Professional to DGS person assigned to the project DGS on or before the first Regular Job Conference held after the Initial Job Conference. This Submittal Schedule shall then be integrated by the Lead Contractor and tied to the logic of activities in the Project Schedule.
- d. Review of Special Requirements, which may include some, none or all of these examples:
 - (1) Protection of the Environment
 - (2) Asbestos
 - (3) Parking
 - (4) Office for Contractor
 - (5) Field Office for Inspection Staff
 - (6) Temporary Heat
 - (7) Existing Utilities
 - (8) Working Hours
 - (9) Operation and Maintenance Instructions/Manuals
 - (10) Contractor Integrity Provision
 - (11) Debarment, Suspension and Other Responsibilities
 - (12) Excavation
 - (13) Roof Deck
 - (14) Product Discrimination
 - (15) Mobilization
 - (16) Steel Products Procurement Act
 - (17) Insurance Coverage
 - (18) Privity of Contract
 - (19) Public Works Employment Verification Act
 - (20) Other

e. General Remarks

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

f. General Information

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

g. Permits, Fees, Notices

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

i. Review of General Conditions

j. General Comments

C. Regular Job Conference

1. Job Conferences will be held as often as DGS deems necessary, but shall occur at least once every two weeks.
2. DGS (Funding Agency if Small Business project administered by Funding Agency) shall conduct the Job Conferences, which shall be attended by those described at the beginning of this Administrative Procedure.
3. The agenda of a Regular Job Conference shall include, at a minimum, the following:
 - a. General Review of Previous Report
 - i. Unsatisfactory conditions and/or workmanship, as noted on previous Job Conference Reports, must be noted when corrected by the Contractor in the minutes of the first report following the correction. The manner in which the correction was made should also be noted in the minutes. The unsatisfactory item will be included as an item in each report until the issue is corrected.
 - b. General discussion of Job Conditions
 - c. Review of past due Shop Drawings
 - d. Review of pending Change Orders
 - e. Review of Project Schedule
 - i. Special attention will be given to items that are behind schedule.
 - f. Projected work for the next bi-weekly period
 - g. Delays
 - i. Each Prime Contractor should pay special attention to ensure that delays are documented on the Job Conference Reports since the Department will review the minutes of the Job Conferences in reviewing the Contractor's request for any Extension of Time.
 - h. General Information will be inserted onto the written Job Conference Reports, such as, percentage of elapsed time for project, percentage of payment for project, percentage of job completion for project (based upon physical inspection), date, time and place of next job conference and name of person who prepared the Report.

4. Job Conference Reports will be emailed as an attachment by DGS (Funding Agency if Small Business project administered by Funding Agency) to the following:
 - Director of Construction
 - Construction Regional Director
 - Professional
 - DGS Eng./Architecture
 - Each Prime Contractor
 -
 - Using Agency and/or Facility
 - Small Design Business
 - DGS representative or Funding Agency representative if Small Business project administered by Funding Agency)

D. Special Job Conferences

1. DGS' representative (or Funding Agency if Small Business project administered by Funding Agency) may convene 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 #4

CONTRACT BREAKDOWN SHEET

FORM GSC-30

- A. The Contract Breakdown Sheet shall be prepared and submitted for the DGS (or Funding Agency if Small Business project administered by Funding Agency) approval **within 15 days of the Effective Date of the Contract and prior to the first Application for Payment**. Contractors are advised that DGS will require a minimum of 10 work days after the receipt of the submission (or Funding Agency if Small Business project administered by Funding Agency) for review and approval of the Contract Breakdown Sheet or Supplemental Contract Breakdown Sheet.
- B. Where subcontracting is shown on the GSC-30, the listed subcontractor's Small Business Certificate shall accompany the GSC-30.
- C. Each Contractor may request a meeting with DGS (or Funding Agency if Small Business project administered by Funding Agency) for the purpose of reviewing a draft of the Contract Breakdown. The draft shall be prepared by the Contractor and should be emailed to the Construction Regional Director to DGS (or Funding Agency if Small Business project administered by Funding Agency) prior to the requested meeting. Following review of the draft, the Contractor shall submit the one original of the final breakdown, by email, to DGS (or Funding Agency if Small Business project administered by Funding Agency).
- DGS (or Funding Agency if Small Business project administered by Funding Agency) shall review, comment and email the GSC-30 "Contract Breakdown Sheet", email to the Professional for further review. Any comments or discrepancies should be noted by DGS (or Funding Agency if Small Business project administered by Funding Agency) in the email to the Professional. The GSC-30 is not to be returned to the Contractor(s) for correction. The Regional Office should also affix the name of the DGS person assigned to the project DGS person assigned to the Project to the bottom of the GSC-30.
- D. The Professional shall review and recommend approval or disapproval of the Contract Breakdown Sheet, based on items indicated in this Administrative Procedure and the reasonableness of costs. The Professional should sign and date the GSC-30 and email it to DGS (or Funding Agency if Small Business project administered by Funding Agency), with any comments or discrepancies noted in the email. The GSC-30 is not to be returned to the Contractor(s) for correction.
- E. **No Application for Payment will be approved by DGS person assigned to this** (or Funding Agency if Small Business **project** administered by Funding Agency) **until the Contract Breakdown Sheet has been approved by the Professional and DGS.** (or Funding Agency if Small Business project administered by Funding Agency).
- F. When approved by DGS, the GSC-30 "Contract Breakdown Sheet" (or Funding Agency if Small Business project administered by Funding Agency), will be utilized as the basis for the Contractor's Application for Payments. The GSC-30 will also be used by DGS to determine the cost or credit to DGS resulting from changes in the work.
- G. General Information
1. Contract Bond shall be shown as the first item. The bond may not exceed 2% of the contract award amount unless a receipt is provided and the amount is approved by the Director of Construction. The receipt for the bond must be submitted with the original Form GSC-30.
 2. The Roof Bond/Guarantee must be a separate item and shall be listed as the second item, when applicable.
 3. Items must be listed according to building or area.
 4. **Lump Sum items should be kept to a minimum.**
 5. Temporary services and/or equipment furnished at the Contractor's cost that are not an integral part of the Project may not be shown on the breakdown. The cost of these items (with the exception of temporary heat) must be prorated throughout the items of Work, material and/or equipment to which it pertains.

6. The Contractor may include in its Contract Breakdown a single line item for Mobilization. Mobilization costs shall be limited to include only those items listed in the Mobilization Paragraph of the General Conditions of Contract. The Contractor may include on the cost breakdown a line item for mobilization costs listed at 1.5% of the contract award amount, not to exceed \$4,500.
7. Excavation and backfill must be shown as separate items. If hand excavation is required, it must also be separately listed. All excavation and backfill quantities shall be indicated in cubic yard units. If there is no backfill, an explanation must be provided.
8. Concrete for structures is to be indicated in cubic yard units. Concrete sidewalk and concrete paving may be indicated as square yard units. All unit prices for concrete work are to include forming. Forming may not be indicated as a separate line item.
9. Painting must be listed as a separate item in square feet. Lump sum costs will not be accepted.
10. "Furnish" or "Install" are not to be used as part of the description of a line item. Procurement and installation costs must be included in the line item of work. The only exception shall be in cases where materials or equipment are furnished by the owner or using agency for installation by the contractor.
11. "Demolition" is to be followed in parenthesis indicating the item to be demolished.
12. Scaffolding is not to be shown as a separate line item, but is to be included in the item with which it is associated.
13. Site surveying, as a line item, is permitted only for the General Contractor.
14. Engineering of plans is not permitted as a line item.
15. The HVAC Contractor may show sheet metal work as two items, i.e., (a) Sheet metal shop drawings; and, (b) Sheet metal fabrication and installation. Shop drawings must be shown at actual cost and as one lump sum/line-item. Shop drawings must be approved prior to being invoiced on an application for payment. When the Contractor requests payment for shop drawings, a copy of the subcontractor's invoice, if a subcontractor is used for that item, must be attached to the application for payment.
16. When balancing of heating and ventilating systems is required by the specifications, it shall be shown as a separate item.
17. Costs retained for Commissioning, as described in the General Conditions, must appear as a separate line item in the amount described in the Contract Documents.
18. The Contractor must designate any work to be subcontracted by noting such in parenthesis after the scope of Work, such as "Painting (Acme Painting)". The line item for subcontract Work may be broken down into as many sub-items as necessary, including building, area or floor.
19. Lump Sum items cannot be paid until the item is completely finished, inspected, and accepted by the Department, except on unit price projects, where lump sum items can be paid based upon the percentage completed.
20. A supplemental Breakdown for those items listed as Lump Sum on the original approved GSC-30 "Contract Breakdown Sheet" may be submitted at a later date, indicating quantity, unit price and extensions for all items to be furnished and installed under each Lump Sum item. Supplemental breakdowns cannot be submitted on items where partial payment has been made.
 - a. Descriptions shall be clear and concise for each item of work, material or equipment, using the same designation as the specifications. All items (examples: concrete masonry units, conduit, pipe fittings, wire, cable, etc.) must be listed by type and size to be installed.
 - b. Temporary heat, if required by the Contract Documents, must be shown on the breakdown as a separate line item. This item will be shown as the last item on the Contract Breakdown and must include the number of days specified in the Special Requirements, the Unit Price per twenty-four hour

day, and the extension of the figures. **Any adjustment to the number of days of temporary heat, used or not, will be based on the Unit Price shown on the breakdown.**

- c. Items listed in the index of the specifications must be included, in chronological order, on the breakdown. Additional items may be listed at the Contractor's discretion. Do not utilize alpha-numeric numbering except in cases where supplemental breakdowns are submitted.
 - d. Unit price proposals are an exception to the above procedures. Unit price proposals must be reflected on the breakdown sheet in the same amount and in the same order as in the Contract.
21. Operation and Maintenance Manuals shall be indicated as one line item. The value shall be not less than ten percent (10%) of the amount included for mobilization. The amount included is subject to the approval of the Director of Construction.
 22. As-Built Record Drawings shall be indicated as one line item. The value shall be not less than ten percent (10%) of the amount included for mobilization. The amount included is subject to the approval of the Director of Construction.
 23. Photographs, if required under the contract, shall be indicated as a separate line item. The units shall be shown as each. The quantity shall be determined by the number of days allocated for the project divided by thirty and rounded to the nearest whole number. The total value shall be not less than 5% of the amount included for mobilization. The unit price should be calculated accordingly to coincide with the aforementioned.
 24. A Small Business Certificate for each subcontractor being used on the Project shall be submitted with the GSC-30.

ADMINISTRATIVE PROCEDURE #5

PROJECT SCHEDULE

FORM NO. GSC-35

A. General Information on Project Scheduling

1. The Lead Contractor shall be responsible for coordinating the Schedule among the all Prime Contractors.

B. If the Project will use a Gantt format Project Schedule:

1. A Gantt Chart is a simple graphic planning tool that maps discrete activities with durations in the context of overall project time. This approach will be used on simple, small projects.
2. All Contractors on a Project utilizing a Gantt chart can download a GSC-35 Gantt Chart from the DGS website. shall obtain Department's web site. This GSC-35 will be the Project Schedule for the Project. The GSC-35 will represent all Work to be performed by every Contractor on the Project. The Work will be coordinated by the Lead Contractor.
3. In no event shall any activity indicated on the Project Schedule exceed 20-day duration.
4. The Contractor(s) may request a meeting with DGS (or Funding Agency if Small Business project administered by Funding Agency) for the purpose of reviewing a draft of the GSC-35 Project Schedule. The draft shall be prepared by the Contractor(s) prior to the requested meeting.
5. **Within seven (7) days of the Effective Date of the Contract**, the Lead Contractor on the Project shall furnish each separate Prime Contractor a schedule of the proposed prosecution of the Work under that Prime Contractor's Contract.
6. **Within seven (7) days of receipt of the Lead Contractor's proposed Project Schedule**, each separate Prime Contractor shall submit to the Lead Contractor a schedule of the proposed prosecution of its Work, which shall be integrated with the Lead Contractor's Work.
7. Following review of the draft (if requested by the Contractor(s)), **but in no case later than thirty (30) days of the Effective Date of the Contract**, the Lead Contractor shall (in accordance with the scheduling provisions of the General Conditions) prepare the Project Schedule in final form (on GSC-35) email , signed by all Prime Contractors (indicating their approval of the contents of the Schedule) and email the final schedule to DGS' Regional Director and the DGS person assigned to the project.to DGS (or Funding Agency if Small Business project administered by Funding Agency). A copy of the Project Schedule should also be provided to DGS field personnel (or Funding Agency if Small Business project administered by Funding Agency).
8. **On DGS administered Projects, within seven (7) days of receipt of the Schedule from the Lead Contractor**, DGS shall review, comment and forward the GSC-35 Project Schedule, by email, to the Director of Construction for further review and acceptance. Any comments or discrepancies should be noted by DGS in the email.
9. **On Funding Agency administered Projects, within seven (7) days of receipt of the Schedule from the Lead Contractor**, the Funding Agency shall review, comment, and provide acceptance on the GSC-35 Project Schedule. Any comments or discrepancies should be noted by Funding Agency.
10. The construction sequences, activity duration and logic utilized in the development and preparation of the Project Schedule shall result in an as-planned schedule that must meet the Contract Completion Date as set forth in the Contract Documents.
11. **The Department (or Funding Agency if Small Business project administered by Funding Agency) will only review and pay (if the application is otherwise acceptable) the Contractor's first Application for Payment without a Project Schedule being submitted and accepted by the Department (or Funding Agency if Small Business project administered by Funding Agency).** Final decisions related to the

means, methods, durations, sequences and logic are the Contractors' responsibilities. Acceptance of the Project Schedule by the Department (or Funding Agency if Small Business project administered by Funding Agency) does not relieve the Contractor(s) of the responsibility for the accuracy of the schedule and for the Contractors' obligations to meet the Contractual Completion Date. Acceptance does not constitute approval or warranty by the Department nor by the Funding Agency if Small Business project administered by Funding Agency of the Contractors' means and methods of construction.

12. General Information:

- a. List items of construction as they will be installed. When more than one building, level or floor is included, each building, level or floor shall be listed separately.
- b. Mobilization is to be shown as the first item of work, with a reasonable duration, based upon the size/complexity of the project. "Follow along time" may not be shown as part of Mobilization.
- c. Darken the upper half of the horizontal space in the graph. Skip one line between each item.
- d. At a minimum, the quantity of items must equal the total shown on the GSC-30 Contract Breakdown Sheet for each contract. The activity numbers shall identify the responsible Prime Contractor and the related GSC-30 item.
- e. Each Prime Contractor is responsible for assuring that any and all subcontract work, as well as its own work, is included in the schedule.
- f. From the activities of the various contracts critical to the Scheduled Completion Date, the Lead Contractor shall identify and incorporate construction progress milestones into the Project Schedule, in accordance with scheduling language of the General Conditions of Contract. The milestones are to signify the start date or completion date of a specific activity that is critical to the completion of the project on by the Contract Completion Date. **Each Contractor must show at least one milestone in each month of the scheduled construction period.**
- g. No date should be shown in "Revised," unless a Project Schedule has been previously accepted and is being changed.

13. If all Prime Contractors agree, the Contractor(s) may elect to prepare and submit a Critical Path Method (CPM) schedule in lieu of the GSC-35 "Project Schedule" so long as there is no additional cost to the Commonwealth and the CPM schedule adheres to the requirements established for CPM Schedules in this Administrative Procedure.

C. If the Project will use a Critical Path Method Schedule (CPM)

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

1. The CPM Scheduling system is to be implemented by the Lead Contractor utilizing the services of a qualified subcontractor or its own in-house staff. The subcontractor or Contractor, if utilizing in-house staff, must provide evidence to the Department's satisfaction, (or Funding Agency if Small Business project administered by Funding Agency) that the Contractor or subcontractor has computer hardware and software which is standard in the industry for CPM scheduling.
2. All Work is to be completed in accordance with the accepted Project Schedule. The Project Schedule will reflect the decisions of all Contractors as to sequence, duration, construction logic and all means and methods of construction.
3. **The Project Schedule shall be reviewed at the Initial Job Conference. The Department (or Funding Agency if Small Business project administered by Funding Agency) will only review and pay (if the application is otherwise acceptable) the Contractor's first Application for Payment without a Project Schedule being submitted and accepted by the Department or Funding Agency. No further Applications for Payment will be accepted from any Contractor until the Department has accepted the Project Schedule. Since it is the Contractors' affirmative duty to coordinate the Work and prepare the**

Project Schedule, any delay to the Project due to not having an acceptable Project Schedule will be attributable to the Contractors.

4. Submission of a CPM schedule in hard copy (paper) format is unacceptable and the paper schedule will be rejected by DGS. DGS will determine the format for the submission, which must, at a minimum, allow DGS to review the schedule and assess logic and other critical information.
5. Activity time delays shall not automatically mean that an extension of time is warranted or due any Prime Contractor. A contract modification or delay may result in only absorbing a part of the available total float that may exist within an activity or chain of activities, therefore, the modification or delay may not affect existing critical activities, interim milestone dates or cause non-critical activities to become critical.
6. The Department (or Funding Agency if Small Business project administered by Funding Agency) owns the float. No float shall be used by any Contractor without written directive from the Department (or Funding Agency if Small Business project administered by Funding Agency). 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 Project Schedule. Extensions of time to interim milestone dates or the Contract Completion Date under the various contracts will be considered only to the extent that equitable time adjustments to the activity or activities affected by the contract modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the Contract Completion Date.
7. If the time limits set for preparation and submission of the Project Schedule are not met, or the various Prime Contractors are unable to reach agreement upon the Project Schedule, the Department (or Funding Agency if Small Business project administered by Funding Agency) will prepare the schedule, which must be adhered to by all Contractors. The costs incurred by the Department (or Funding Agency if Small Business project administered by Funding Agency) in preparing the schedule will be assessed to the Contractors on a *pro rata* share (Project Schedule preparation cost* Contractor's % of Project Award Cost) by credit change order.
8. General Information
 - a. List items of construction as they will be installed. When more than one building, level or floor is included, each building, level or floor shall be listed separately. The Project Schedule **must also include** critical submittals, submissions of shop drawings for approval, approval of shop drawings, placing of orders for materials and delivery of materials.
 - b. Each Prime Contractor is responsible for assuring that any and all subcontract work as well as its own work is included in the schedule.
 - c. The Project Schedule shall reflect Early Start/Early Finish Dates, Late Start/Late Finish Dates and available Float or Slack time for each and every activity.
 - d. From the activities of the various contracts critical to the Scheduled Completion Date, the Lead Contractor shall identify and incorporate construction progress milestones for the Project into the Project Schedule, in accordance with the General Conditions of Contract. The milestones are to signify the start date or completion date of a specific activity that is critical to the completion of the project on schedule. **Each contractor must show at least one milestone in each month of the scheduled construction period.**

ADMINISTRATIVE PROCEDURE #6

REQUEST FOR APPROVAL OF MATERIALS

SMALL BUSINESS FORM GSC-23

- A. The Prime Contractor shall prepare and submit the Form Small Business GSC-23 by email with detail (GSC-23) as required by the General Conditions of the Contract and this Administrative Procedure.
- B. For each Subcontractor, the Prime Contractor must attach to the email a copy of the subcontract, signed by both the Prime Contractor and the Subcontractor and which complies with the requirements of the Subcontractor Article of the General Conditions.
- C. When supplying blank GSC-23 Forms to Subcontractors, the Prime Contractor, upon receipt of the completed GSC-23 from the Subcontractor, shall insert the submission numbers in sequential order prior to emailing the GSC-23 to the Professional.
- D. For purchase orders, the Prime Contractor shall email the certification letter on the Prime Contractor's letterhead, with language identical to that set forth in the sample letter certifying the Prime Contractor's compliance with the terms set forth in the letter. **The language required in this letter by this Administrative Procedure shall not be altered.**
- E. This certification letter, which shall certify compliance for all purchase orders issued on the Project, shall be submitted to the DGS person assigned to the project (or Funding Agency if Small Business project administered by Funding Agency) when the Prime Contractor submits the first GSC-23 identifying Suppliers.
- F. The Prime Contractor must email a copy of each executed purchase order issued to a MBE or WBE Supplier showing the dollar value of the purchase order.
- G. If the Prime Contractor has a financial interest in a Subcontractor, it must disclose its relationship to the Subcontractor on the GSC-23 in the block "Relation to Prime Contractor" in accordance with the Subcontractor Article of the General Conditions.
- H. Prior to the commencement of work by any Subcontractor, the Prime Contractor must submit one email with a copy of the subcontract, in accordance with the Subcontractor Article of the General Conditions, to the DGSDGS person assigned to thuds (or Funding Agency if Small Business project person assigned to the administered by Funding Agency). DGS (or Funding Agency if Small Business project and must also email the subcontract to the DGS Contract Compliance Office. DGS person assigned to the project administered by Funding Agency)the
- I. If the Prime Contractor wishes to provide an "equal," it must check the appropriate block on the Form GSC-23. The submission shall comply with the requirements of the General Conditions.
- J. If the Prime Contractor desires to provide a "substitution," it must check the appropriate block on the Form GSC-23. The submission shall comply with the requirements of the General Conditions of the Contract. The Prime Contractor must also attach a "Letter of Certification" identical to the sample provided in this Administrative Procedure.
- K. The Prime Contractor shall number each submission and each page within each submission consecutively and shall give resubmissions the same number as the original submission.
- L. The Prime Contractor shall attach a copy of the Certification for Welders and a copy of the License for Blasters to the Form GSC-23, to any email.
- M. Only the types indicated on the GSC-23 will be permitted in the box titled "Type of Approval."
- N. The Prime Contractor shall email the GSC-23 Form email to the Professional, and copy DGS person assigned to the(or Funding Agency if Small Business project person assigned to the project on that email to the Professional administered by Funding Agency).

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

(Must appear on Prime Contractor's Letterhead)

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

Certification

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

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

ADMINISTRATIVE PROCEDURE #7

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

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

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

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

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

A. Materials and Concrete Testing (General Requirements)

The Contractor shall:

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

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

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

The Professional shall:

- a. Secure from either the Testing Laboratory or the Contractor an original test report and email the report as an attachment as follows:
 - i. Director of Construction (or Funding Agency if Small Business project administered by Funding Agency); and
 - ii. Contractor; and
 - iii. Construction Regional Director; and
 - iv. DGS person assigned to the project.

- b. Any reports showing deficiencies in test results will be immediately communicated by the Professional to DGS (or Funding Agency if Small Business project administered by Funding Agency).

B. Materials Testing (Selection of Testing Laboratory)

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

C. Concrete Testing (Approval of Mix Computations)

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

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

1. The Professional shall:

- a. Download the Form GSC-34, Invoice and Billing for Professionals and Testing Laboratories, from the DGS website and forward it to the Testing Laboratory. The form must be completed and signed by the testing laboratory. The laboratory may retain one copy for its files. The Testing Laboratory must email the completed and signed form to the Professional.
 - b. Upon receipt of the email containing the completed form, the Professional shall complete the endorsement portion of the form, attach a copy of the appropriate Form GSC-22/33, as well as a copy of the test results, and email the form to the Construction Regional Director for review and approval.
2. If additional tests beyond those specified in the Contract are deemed necessary, or, if tests are required on items not originally specified for testing, the Professional must include with its invoice a copy of the Professional's letter of recommendation and the Department's letter of approval for the additional tests.

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

1. The Contractor will ensure the Cable Test Report (Birth Certificate) is in compliance with the Contract Documents. The Contractor must submit six copies of the report to the Professional. The Contractor must copy DGS' Construction Regional Director and the Construction Inspector Supervisor on the transmittal letter to the Professional.
2. The Contractor must submit two original paper reports to the Professional, by hand delivery or U.S. mail. DGS person assigned to the project.

3. The Professional will review the report for compliance with the Contract Documents, affix its stamp of approval directly to each copy of the report, retain one of the originals and hand deliver or mail the other original to the Director of Construction. Only a professional stamp as indicated in the sample provided in Administrative Procedure No. 8 will be accepted.
4. High Voltage Cable may not be installed until the Manufacturer's Cable Test Reports are approved by the Department.

If the report is disapproved by the Professional, all originals must be returned to the Contractor with a letter of explanation. Professional shall copy the Construction Regional Director and the DGS person assigned to the project on any transmittal of rejection.

F. High Voltage Cable Field Test Report

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

G. HVAC Systems Balancing Report

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

ADMINISTRATIVE PROCEDURE #8

SUBMITTALS

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

Construction Regional Director - one set
DGS person assigned to the project - one set

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

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

ADMINISTRATIVE PROCEDURE #9

CONTRACTOR'S APPLICATION FOR PAYMENT

FORM GSC-16 - PREVAILING MINIMUM WAGE CERTIFICATE

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

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

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

FORM GSC-43 - STORED MATERIALS

A. General Information

1. Contractor's Applications for Payment shall be prepared, submitted and processed in accordance with the Payment Article of the General Conditions, and this Administrative Procedure.
2. No Application for Payment will be processed until the Contract Breakdown Sheet, Form GSC-30, has been approved.
3. If the Contractor submits an incorrect Application for Payment, the Department will make payment for all items that are correct and will notify the Contractor, **within fifteen days**, of deficiencies in the Application. Applications for Payment may only be returned to the Contractor if there is missing or incomplete paperwork.
4. When an Application for Payment is received, the DGS person assigned to the project shall date and initial the Form GSC-17, in the upper right corner. The DGS person assigned to the (or Funding Agency if Small Business project administered by Funding Agency) **has three days, from this date, to review, correct and approve** the Application for Payment. The Application is then to be forwarded to the Fiscal Division, (or Funding Agency if Small Business project administered by Funding Agency). The DGS person assigned to the project shall also copy the Professional and the Construction Regional Director on the email.
5. In accordance with the Commonwealth Procurement Code, 62 Pa. C.S. §3931-§3939, "Prompt Payment Schedules," the Department (or Funding Agency if Small Business project administered by Funding Agency) shall make payment **within forty-five (45) calendar days of the date the application for payment is received**. For purposes of calculating the forty-five calendar days, the start date will be the day on which the DGS person assigned to the project signs the Application for Payment.
6. The Professional shall review its copy of the Application for Payment and email the DGS (or Funding Agency if Small Business project administered by Funding Agency) person assigned to the project of any required adjustments or changes **within seven calendar days of receipt**, copying the Construction Regional Director and the Contractor on the email.
7. The Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency) shall also review the copy of the Application for Payment and email the DGS person assigned to the project of any required adjustments or changes **within seven calendar days of receipt**, copying the Professional and the Contractor on the email.
8. Any adjustments or changes required as a result of the review by the Professional and/or the Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency) will be made on the next Application for Payment submitted after receipt of the comments by the DGS person assigned to the project.

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

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

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

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

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

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

E. **Stored Materials – Form GSC-43**

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

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

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

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

G. For Each Application for Payment

1. Prior to submission and distribution of the Application for Payment packets by the DGS person assigned to the project, (or Funding Agency if Small Business project administered by Funding Agency), they shall be assembled in the following order:
 - a. GSC-17
 - b. GSC-18

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

ADMINISTRATIVE PROCEDURE #10

CHANGE ORDERS

- FORM GSC-1

A. **General Information** - Any change to the Small Business Contract must be documented by either a Field Order or a Change Order according to the conditions for each as defined below.

1. **Field Order** - this condition can be defined as any change to the Small Business Contract which meets both of the following criteria:

- a. The Small Business Contractor and DGS Bureau of Construction agree that the change constitutes neither a net additional nor deductible cost to the Small Business Contract; and
- b. The change consists of a minor relocation, substitution, or revision to quantity of contract items which does not constitute a significant design change and does not need to be documented by revision to Project Drawings and/or Specifications.

Field Orders may only be issued by the DGS Bureau of Construction (or Funding Agency if Small Business project administered by Funding Agency). The Small Business Contractor may request a Field Order in writing to the DGS Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency).

2. **Change Order** - this condition can be defined as any change to the Small Business Contract which does not meet all of the Field Order criteria. A change order may be requested by the Professional, DGS staff, (or Funding Agency if Small Business project administered by Funding Agency) or in limited situations, by the Small Business Contractor. All Change Orders will require submission of a Change Order Request Form before any design or construction work can begin.

3. **Emergency situation** - If a change order condition is an emergency, it is essential that DGS issue the Change Order and authorize the Small Business Contractor to begin work as soon as possible.

B. **Step By Step Instructions** - The following table lists actions comprising the beginning to end route for a Change Order. All actions are to be performed chronologically. For the following steps, "DGS" means Funding Agency if Small Business project administered by Funding Agency.

STEP NO.	RESPONSIBLE FOR ACTION	ACTION
1	DGS or Professional	Identify Condition requiring change.
2	Professional	Prepare and email a Request for C/O Form to DGS BOC with reason for change, scope and estimated cost.
3	DGS	Review for accuracy and costs within remaining project contingency and email Request to BOC and Deputy Secretary for review and, if approved, signature.
4	Small Business	Complete Section 1 of GSC-1 with cost and scope; forward to Professional for signature with attachment showing itemized cost breakdown for review.
5	Professional	Verify that scope and cost are consistent with approved request. Forward to DGS BOC Region personnel.

6	DGS REGIONAL DIRECTOR	Review Change Order Packet for cause, accuracy and completeness. Complete Section 2 of the GSC-1, sign and send to C/O Section in Harrisburg with copy to Small Business Contractor and Professional.
7	DGS BUR. OF CONST. HBG. C/O SECTION	Enter C/O into CAPSYS. Review completed Change Order Packet for accuracy and completeness. Forward to BOC Director for review.
8	DGS DIRECTOR BOC	Review C/O for accuracy and validity. Sign GSC-1. Forward to Deputy Secretary for final review.
9	DGS DEPUTY SEC.	Review and approve. Sign and return signed original to Director, BOC.
10	Small Business Contractor	Perform Change Order work upon receipt of GSC-1. May invoice for appropriate percentage of work complete <u>only after fully executed change order issued by DGS.</u> If the final determined cost is a disputed cost not acceptable to the Small Business Contractor, the Small Business Contractor may pursue additional compensation for this work through Field Dispute process.

C. **General Comments as to Processing C/O.**

1. **Small Business Contractor and Retained Professional** - The Small Business Contractor shall describe in detail the condition that constitutes a change from the original contract. The description should include all reference drawings, sketches, and/or specification sections necessary to define the scope of work. Small Business Contractor must provide a detailed cost breakdown of the actual costs. DGS will consider this cost to be the final binding cost for this Change Order unless an unforeseen change in scope occurs during the performance of the Change Order work. If any new work is being requested in lieu of specified contract work, the Small Business Contractor should clearly define both the requested (new) and the superseded (specified) work.
2. **DGS Field Personnel** - The DGS Supervisor shall check the detailed cost breakdown and verify its accuracy. Any inaccurate information discovered in the cost breakdown that may be corrected by the DGS Supervisor (such as math errors, incorrect application of overhead and profit, burden, and/or bond rate adjustment should be adjusted by the DGS Supervisor (or Funding Agency if Small Business project administered by Funding Agency) in lieu of returning it to the Small Business Contractor for correction by marking up a copy of the detailed breakdown and generating a cost tape to support the revised cost. Any missing, incomplete, or improper information that cannot be corrected by the DGS Supervisor (or Funding Agency if Small Business project administered by Funding Agency) should be referred back to the Small Business Contractor for correction. The resulting alternate cost basis should be forwarded to the DGS Regional Office (or Funding Agency if Small Business project administered by Funding Agency) with copies to the Small Business Contractor. If the DGS Supervisor determines that the Small Business Contractor has properly followed procedure, that all costs are proper and warranted, a cost tape shall be generated as verification of the Small Business Contractor's breakdown total. The cost tape shall then be forwarded to the DGS Regional Office.
3. **DGS Regional Director** - The DGS Manager/Regional Director shall review all components of the Change Order packet for completeness and accuracy. The Region's recommended cost (or Funding Agency if Small Business project administered by Funding Agency) shall agree with the cost tape provided in the C/O Packet. If the DGS Region's recommended cost (or Funding Agency if Small Business project administered by Funding Agency) is different from the Small Business Contractor's, the Region (or Funding Agency if Small Business project administered by Funding Agency) must include an alternate cost basis generated by the Supervisor or Manager and listed in SECTION 4 of the GSC-1 Form. If the DGS Manager/Regional Director's recommendation (or Funding Agency if Small Business project administered by Funding Agency) includes a

different cost than that supplied by the Supervisor, the Manager shall generate a cost tape to support the recommended cost basis.

- D. **Cause for Change Order** - The Professional is required to provide an opinion as to the reason that the Change Order is required. The Professional must select one of the five "Cause" choices appearing on the Change Order form.

CAUSE	DEFINITION	REQUIREMENTS
Funding Agency Request	A change requested by the Funding Agency as an enhancement to the project.	A letter from the Funding Agency to DGS on official Agency letterhead paper <u>must</u> be provided before C/O request form can be initiated.
Post Design Code Revision	A change required due to a revision to the applicable governing design code made by coding authorities in a time period after bid date of the project.	The Professional shall provide the proper reference of the specific code document before the C/O request form can be started.
Prof. Error or Omission	A change required due to an omission or error in the Project Drawings and/or Specifications.	The Professional shall provide clear and complete explanation of the omission/error.
Unforeseen Condition	A change required due to a job condition discovered that, either could not have been determined by the Professional during the design or did not occur until after Project was bid.	The Professional shall provide clear and complete explanation of what the job condition was and why it could not have been discovered during design.
Other	A change required due to a circumstance that can not be classified under one of the above cause choices.	The Professional shall provide clear and complete explanation defining this circumstance.

The "Cause" provided is the opinion of the PROFESSIONAL and may or may not represent the views of DGS. DGS' signature on the Change Order Request Form does not constitute approval of or agreement with this "Cause". DGS will subsequently review the completed Change Order Packet and make a final determination on cause and whether to pay a Professional Fee based on all applicable factors.

- E. **Change Order Breakdown.** The breakdown shall contain separate sections detailing materials, labor, equipment, subcontractors and a total cost.
1. **Material** - The Cost Breakdown shall list, as a minimum for each material item used, the material description, the unit and the quantity. The Cost Breakdown shall then include the total of all the individual cost totals which is defined as the pre-mark-up cost total. Any freight charges for specific materials listed must be included in the unit cost for the particular material. DGS will not authorize payment of any separate line items in the Cost Breakdown for such freight charges. The Small Business Contractor may claim 5% mark-up for material.
 2. **Labor** - The Cost Breakdown shall include for each labor classification listed, the number of workers, duration of work for each worker, the total labor hours, the classification description, the hourly base wage rate paid (BR), the total hourly wage rate paid (WR), the base rate individual cost (H x BR) and the wage rate individual cost (H x WR). The Cost Breakdown shall then include the total of all the individual base rate costs (TBR) and the total of all the individual wage rate costs (TWR). The hourly base wage rate (BR) is defined as the rate of wages paid by the employer directly to the employee. The total hourly wage rate (WR) is defined as the total rate of wages paid by the employer including wages paid directly to the employee (BR) plus any employer participation or contribution to employee benefits paid on behalf of the employee. The Small Business Contractor may claim 5% mark-up for labor. **DGS will not authorize reimbursement of**

line items in the Small Business Contractor's or Subcontractor's Cost Breakdown for items such as travel, lodging and per-diem.

3. **Equipment** - The Cost Breakdown shall include for each piece of equipment used to perform the work, the description of the piece of equipment used, the quantity of that particular piece used, the duration the piece of equipment was used, the rental rate for the duration used and the total rental cost. DGS expects the Small Business Contractor to procure/provide the most economical rental rate available over the duration of the work performed. For example, if the piece of equipment was used over a four-week period, DGS will expect a monthly rate in lieu of a daily or weekly rate, if the monthly rate is more economical than the other two rates. DGS will not authorize payment of equipment costs for any piece of equipment not specifically identified, or for any tools such as hand tools used in the everyday performance of contract work. The Small Business Contractor may claim sales tax paid for any piece of equipment rented from an outside (non-Small Business Contractor owned) rental agency provided that a receipt showing the sales tax paid amount accompanies the cost breakdown. DGS will disallow sales tax for any rental item without such proper verification. The Small Business Contractor may claim mark-up for overhead, general support and profit equal to 5% times the sum of the total rental costs plus the total applicable sales tax. The total rental costs are the sum of all the individual rental costs. The total applicable sales tax is the sum of all the individual verified sales taxes.
4. **Subcontractors** – A detailed cost breakdown from the Subcontractor is required from the Small Business Contractor showing any Change Order work being performed by a Subcontractor. Include any costs for the Small Business Contractor's Retained Professional as subcontract work. For those breakdowns containing work performed by one or more Subcontractors, the Small Business Contractor is responsible for clarifying somewhere in the breakdown, the exact scope of work being performed by each Subcontractor. The Small Business Contractor may claim mark-up for overhead, general support and profit equal to 5% times the sum of the total costs realized by the Small Business Contractor's Subcontractor in performance of the work.
5. **Summary** - At the end of the detailed cost breakdown, the Small Business Contractor shall list individually the total costs of material, labor, equipment, sub-contracts and deductions. The Small Business Contractor shall then apply the adjustment to contract bond which is equal to the Small Business Contractor's bond rate times the Change Order cost subtotal. DGS considers the appropriate bond adjustment rate to be equal to the percentage rate used by the Small Business Contractor to establish the contract bond amount shown on the Small Business Contractor's original cost breakdown GSC-30 previously approved by DGS.
6. **Change Order Approval Letter** (see example format provided in this manual section) will be issued to the Small Business Contractor by the Construction Change Order Section upon review and approval of every Change Order not disputed by DGS. This letter authorizes the Small Business Contractor to perform the subject work, and upon completion of work, invoice for that work in a cost amount equal to the final determined cost which has been agreed to by the Small Business Contractor and DGS.
7. **Disputed Change Order** - A Disputed Change Order Approval Letter (see example format provided in this manual section) will be issued to the Small Business Contractor by DGS on any Change Order which contains a Small Business Contractor's cost proposal being disputed by DGS. The letter authorizes the Small Business Contractor to perform the work, and upon completion of work, invoice for that work in a cost amount equal to the final cost as determined by DGS and in conflict with the Small Business Contractor's proposed cost. The letter will establish DGS' determined cost and the Small Business Contractor have rejected proposed cost. If the Small Business Contractor disputed DGS' cost, additional compensation may be pursued after completion of the Change Order work by pursuing a Field Dispute Resolution.

Commonwealth of Pennsylvania Department of General Services 18th & Herr Streets Harrisburg, Pennsylvania 17125	Request for Change Order	Project No. A-_____Phase____Part_____	Change Order No._____
		Contract No. A-_____	For CO Section use only
		Project Title_____	Page 1 of____
		Location_____	

SECTION 1- TO BE COMPLETED BY ORIGINATOR (PROFESSIONAL, DGS or Small Business) DATE: _____

The Originator of this Change Order Request is: Professional Professional for Funding Agency Contractor DGS

Description of Work:

Name, Signature and address of Originator:

Name: _____

Signature: _____

Company: _____

Address: _____

Note: The Professional as Originator shall complete Sections 1 & 2. All other Originators shall complete Section 1 **ONLY** and forward to the Professional for further processing.

SECTION 2- TO BE COMPLETED BY PROFESSIONAL DATE RECEIVED: _____

If you do not concur with need, benefit or legitimacy of this Change Order, explain why:

Provide revised description if different from SECTION 1 above (this will be used as a preliminary scope):

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

Request of the Funding Agency Post Design Code Revision Professional's Error or Omission Unforeseen Condition Other

Explain Cause Choice:

Professional Guesstimate for this Change Order: \$ _____ Debit Credit No Cost DATE: _____

SECTION 3 -TO BE COMPLETED BY BUREAU OF CONSTRUCTION CHANGE ORDER SECTION PERSONNEL ONLY

Date Received:_____ Computer Assigned Change Order No._____ Funds Available Date:_____

This serves as authorization for the Professional to begin preparing the subject scope-of-work, and all necessary design change documents. The Professional shall submit Form GSC-1 to the Contractor to initiate the Change Order process. Both the Professional and Contractor shall complete Form GSC-1 in accordance with this Administrative Procedure.

Change Order Section Authorization



SMALL BUSINESS
CONSTRUCTION CHANGE ORDER

Check one box only:
REGULAR C/O
EXPEDITED C/O
EMERGENCY (FAX) C/O

FINAL APPROVED C/O COST AMOUNT \$

TO BE COMPLETED BY C/O SECTION

CHANGE ORDER NO.:
PROJECT NUMBER: A- PH. PART ARCH/ENG:
CONTRACT POINT: AWARD AMT.: CONTRACTOR:
PROJECT TITLE:
LOCATION: ME #
038-015-302- -3-6000
Year Cost Center Obj

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

The description of this construction change is as follows:

SECTION 2-PROPOSAL BY SMALL BUSINESS CONTRACTOR (Contractor shall complete and forward to Professional)

Small Business Contractor agrees to furnish and or delete labor and materials in order to complete the construction within the scope of this Change Order to contract plans and specifications for the net additional deductible no cost cost amount of: \$

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

Signature Date
Small Business Contractor

SECTION 3-RECOMMENDATION OF Professional (Prof. shall complete and forward to DGS Constr. Reg. Office.)

Check one box only:
Contractor's breakdown costs have been checked and are recommended.
Contractor's breakdown costs are not recommended. Professional. recommends an alternative cost of: \$ and has enclosed a separate breakdown to support this cost.

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

Approval of this Change Order is is not recommended.

Signature Date
Professional

SECTION 4-RECOMMENDATION OF DGS CONSTRUCTION REGIONAL DIRECTOR

Check one box only:
Contractor's breakdown costs have been checked and are recommended.
Architect/Engineer's breakdown costs have been checked and are recommended.
Neither Contractor's nor Professional's breakdown costs are recommended. Region recommends cost of: \$ and have enclosed a separate breakdown to support this cost.

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

Approval of this Change Order is is not recommended.

Signature Date
Construction Regional Director

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

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

Funding Agency Request	□	Fee Payable	□
Unforeseen Condition	□	Fee Withheld	□
Post Design Code Revision	□	Fee Not Affected (Credit/No Cost)	□
Professional's Error and/or Omission	□	Fee Not Affected (In House Design)	□
Other _____	□	Fee Paid By Other Reimbursement	□
_____		No Fee, No Assessment Against Architect/Engineer	□
		Partial Fee:	□
		Fee Payable On: \$	□
		Fee Withheld On: \$	□

DGS PUBLIC WORKS CHANGE ORDER REVIEW

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

STATEMENT OF COMPTROLLER

Funds for payment of this Change Order are available.

Signature _____ Date _____
 Comptroller

APPROVAL OF DIRECTOR OF CONSTRUCTION

Signature _____ Date _____
 Director of Construction

APPROVAL OF DEPUTY SECRETARY FOR PUBLIC WORKS

Signature _____ Date _____
 Deputy Secretary for Public Works

APPROVAL OF SECRETARY OF GENERAL SERVICES

Signature _____ Date _____
 Secretary of General Services

PROFESSIONAL'S SCOPE LETTER

Date: _____

Small Business Contractor Name
Small Business Contractor Address

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

Dear Small Business Owner:

Enclosed is Construction Change Order Form GSC-1. Please complete "SECTION 2-Proposal By Small Business Contractor". Return the original Form GSC-1 to this office along with proper cost substantiation as defined and specified in the Administrative Procedure for Small Business Contract Change Orders.

CHANGE ORDER SCOPE/DESCRIPTION

SKETCHES:

Professional's Name
Professional's Signature

Enclosures

cc: Funding Agency
Construction Regional Director
DGS person assigned to the project
Construction Change Order Section

EXAMPLE COST BREAKDOWN FORMAT

ACME CONSTRUCTION

MATERIAL

LABOR HOURS (OPTIONAL)

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

LABOR

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

EQUIPMENT

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

SUBCONTRACTORS (IF APPLICABLE)

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

SUMMARY

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

Contractor's Signature

XYZ PAVING (SUB-CONTRACTOR)

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

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

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

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

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

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

CHANGE ORDER APPROVAL LETTER



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

Date: _____

Small Business Contractor Name
Small Business Contractor Address

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

Dear Small Business Owner:

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

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

Sincerely.

Chief, Change Order Section
Bureau of Construction

cc: Funding Agency
Professional

Regional Director
Change Order Section

Director, B.O.C.

DISPUTED CHANGE ORDER APPROVAL LETTER



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

Date: _____

Contractor Name
Contractor Address

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

Dear Small Business Owner:

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

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

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

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

Sincerely,

Director, Bureau of Construction

cc: Funding Agency
Professional
Director, B.O.C.

Regional Director
Change Order Section
Claims Division

ADMINISTRATIVE PROCEDURE #11

REQUEST FOR EXTENSION OF TIME CHANGE ORDER FORM GSC-5

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

area. Additional sheets may be attached as required. The form shall then be signed and dated by the Regional Director (or Funding Agency if Small Business project administered by Funding Agency) and shall be emailed to the Director of Construction (or Funding Agency if Small Business project administered by Funding Agency). The Department's comments constitute a part of the Commonwealth's deliberative process, so neither the Professional nor the Small Business Contractor will not receive a copy of the Department's recommendation.

- L. The Director's recommendation (or Funding Agency if Small Business project administered by Funding Agency) will be forwarded to the Deputy Secretary for Public Works (or Funding Agency of Funding Agency if Small Business project administered by Funding Agency). The Deputy will review the packet and issue a letter to the Small Business Contractor, copy to DGS personnel and the Professional.

ADMINISTRATIVE PROCEDURE #12

SUBMISSION GUIDELINES FOR STEEL CERTIFICATIONS

GENERAL INFORMATION CONCERNING THE STEEL PRODUCTS PROCUREMENT ACT

- A. All Small Business Prime Contractors shall submit Steel Certification forms to the DGS person assigned to the project. Only one fully-executed certification form **with original signatures** for each product must be submitted to the DGS person assigned to the project. (or Funding Agency if Small Business project administered by Funding Agency).
- 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. Effective January 1, 2013, DGS will post a list of products deemed to be exempt from certification. If a product to be installed on the Small Business project appears on the list, the Small Business Contractor does not need to submit a steel certification for that product on the project.
- D. Aluminum and brass products are not steel products; therefore, steel certification forms are not required for such items.
- 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 DGS person assigned to the project (or Funding Agency if Small Business project administered by Funding Agency) as soon as possible after the Initial Job Conference. DGSDGS (or Funding Agency if Small Business project administered by Funding Agency) will investigate and render a **written** response in a timely fashion.
- H. **Nothing in this Administrative Procedure should be construed as relieving any Small Business prime contractor, Small Business subcontractor, supplier or fabricator from complying with the requirements of the Act. Steel Certification forms must be submitted and approved by Departmental personnel before a steel product arrives on site. Any Small Business Contractor entering into a purchase order for a "steel product" prior to submitting acceptable steel certifications does so at its own risk and faces penalties which include, but are not limited to, nonpayment, and/or replacement costs, and/or debarment. If steel products are incorporated into the project prior to the submission of proper certification, the Small Business Contractor assumes the full risk of nonpayment, replacement costs and/or debarment if the products are not certifiable.**
- I. GSC-23 forms should be submitted within the time period specified for submittals in the General Conditions and these Administrative Procedures. Within 30 days of the Professional's approval of any GSC-23 listing a "steel product", the Small Business contractor must submit a steel certification for that product.
- J. No Application for Payment containing steel products will be processed until the appropriate steel certification form(s) has been approved by the Department.
- K. **Domestic availability will be determined as of the date the ST-4 form is submitted to DGS (or Funding Agency if Small Business project administered by Funding Agency) for approval.**
- L. The forms that follow ST-1 through ST-4 - have been developed by the Department of General Services for use on the Department's projects alone. The Department assumes no responsibility or liability for any use of these forms on the public works projects of any other entity subject to the Act.
- M. The North American Free Trade Agreement (NAFTA) does not supersede or preempt the Steel Act.

ST-1

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

SECTION A

Line #1 This is the Small Business 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 Small Business Contractor’s business address.

Line #3 This is the Small Business Contractor’s business phone number.

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

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

Line #6 This is the DGS project description.

Line #7 This is the “steel product” being certified, such as an I-beam, angle, bolt, channel, etc. The Small Business Contractor may not fill in the line with a description like “structural steel”, heating unit” or “_____ system”.

<p>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.</p>

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

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

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

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

SECTION B ONLY ONE OF THESE ITEMS CAN BE CHECKED AS APPLICABLE

_____ **1. Identifiable Steel Product**

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

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

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

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

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

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

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

a) supporting documentation: Fully executed ST-2

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

SECTION C

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

ST-1 STEEL ORIGIN CERTIFICATION: PRIME CONTRACTOR

This form must be executed by the Small Business Contractor and submitted to DGS (or Funding Agency if Small Business project administered by Funding Agency) within 30 days from the date the Professional approves a GSC-23 listing a "steel product". No steel product may be delivered on-site unless DGS (or Funding Agency if Small Business project administered by Funding 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 SMALL BUSINESS CONTRACTOR:

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

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

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

CERTIFICATION: I, the undersigned office of the Small Business 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. § 4904) 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 DGS contract number or the project.

Line #6 This is the DGS project description.

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

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

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

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

Line #9 This is the Fabricator's name.

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

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

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

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

SECTION C

1. Language – **No modifications, cross-outs or alterations of any type may be made to the language of this certification paragraph.**
2. Signature – The two signatures must be original signatures. Any form submitted to DGS without original signatures will be rejected.

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

This form must be executed by the Purchaser and the Fabricator of any item containing steel that is not structural steel. This form must be submitted to the CIS within 30 days from the date the Professional approved a GSC-23 listing a "steel product". No steel product may be delivered on-site unless DGS (or Funding Agency if Small Business project administered by Funding 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 (or Funding Agency if Small Business project administered by Funding 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.

A. TO BE COMPLETED BY THE PURCHASER:

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

6. TO BE COMPLETED BY THE FABRICATOR/MANUFACTURER:

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

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

WITNESS:

Name:
Secretary or Treasurer

Name:
President or Vice President

(Seal)

ST-3

2-STEP ELIGIBILITY ANALYSIS:

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

STEP #1: The Small Business 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 Small Business 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 Small Business Contractor’s name.

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

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

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

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

Line #6 This is the DGS project description.

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

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

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

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

Line #9 This is the Fabricator's name.

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

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

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

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

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

SECTION C

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

NOTES on ST-3 Forms:

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

ST-3
75% U.S. MANUFACTURE CERTIFICATION

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

This form must be executed by a Fabricator of any item containing BOTH U.S. AND FOREIGN STEEL. The fabricator shall hereby be defined as the firm that assembles the component parts of the product to be purchased. The Department of General Services (or Funding Agency if Small Business project administered by Funding 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 CIS within 30 days from the date the Professional approves a GSC-23 listing a "steel product". No steel product may be delivered on-site unless DGS has received an ST form.

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

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

B. TO BE COMPLETED BY THE FABRICATOR/MANUFACTURER:

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

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

WITNESS:

Name:
Secretary or Treasurer

Name: (Seal)
President or Vice President

ST-4

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

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

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

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

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

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

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

Line #6 This is the DGS project description.

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

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

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

Line #9 These four lines, (a) through (d), are to be filled out completely by the Small Business Contractor. At least four suppliers/manufacturers must be contacted by the Small Business 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 Small Business Contractor’s President/Vice President must sign on one line **and** the Secretary or Treasurer must sign as a witness. The names should be typed or printed beneath the signature line. Failure to type in the names **does not** invalidate the ST form.

NOTE ON ST-4 FORMS:

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

ST-4 NOT DOMESTICALLY MANUFACTURED

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

1. Small Business Contractor: _____ 2.
Address: _____
3. Phone Number: _____ 4. Date Submitted: _____ 5. Contract No. DGS: _____
6. Contract Title: _____ 7. Steel Product: _____ 8. GSC-23: _____
9. Suppliers/manufacturers contacted by the Small Business 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 Small Business 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 DGS USE ONLY – SMALL BUSINESS CONTRACTORS – DO NOT WRITE ON THIS SIDE OF ST FORM

- A. Name of DGS (or Funding Agency if Small Business project administered by Funding Agency): _____
1. Date ST-4 received from Small Business Contractor: _____
2. _____
3. Date ST-4 forwarded to Regional Director: _____
- B. Regional Director
1. Date ST-4 forwarded to Harrisburg E/A: _____
- C. Bureau of Engineering/Architecture (or Funding Agency if Small Business project administered by Funding Agency)
1. Date received from the Region: _____
2. Referred to for review: _____
3. Additional Suppliers/Manufacturers Contacted to verify domestic availability:
- a. Firm Name: _____ Phone: _____
Address: _____
Person Contacted: _____ Date Contacted: _____
- b. Firm Name: _____ Phone: _____
Address: _____
Person Contacted: _____ Date Contacted: _____
- c. Firm Name: _____ Phone: _____
Address: _____
Person Contacted: _____ Date Contacted: _____
- D. Office of Chief Counsel Date received: _____ Action: _____
- E. Deputy Secretary Date received: _____ Action: _____

ADMINISTRATIVE PROCEDURE #13

FIELD DISPUTE FORM

A. General Information on Dispute Process

1. The Dispute Process is set forth in detail in the Disputes Article of the General Conditions.
2. The Contractor shall use the Field Dispute Resolution Form attached to and incorporated by reference to this Administrative Procedure.
3. For the following, "DGS" means Funding Agency if Small Business project administered by Funding Agency.

DGS Project _____

Page 2 of _____

**Small Business Contract
Field Dispute Review
Meeting Form**

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

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

CERTIFICATION BY CONTRACTOR:

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

Signature

Date

Name Printed Legibly

ADMINISTRATIVE PROCEDURE #14

OCCUPANCY/UTILIZATION INSPECTION

CERTIFICATE OF OCCUPANCY/UTILIZATION FORM GSC- 46

FINAL INSPECTION

CERTIFICATE OF COMPLETION AND FINAL PAYMENT - FORM GSC-47

A. Utilization/Occupancy Inspection

1. The Department (or Funding Agency if Small Business project administered by Funding Agency) may use or occupy any completed or partially completed portion(s) of the Work in accordance with the General Conditions and this Administrative Procedure.
2. The request for partial occupancy by the Using Agency must be made, in writing, to the Construction Regional Director. If permission is granted by DGS, the Construction Regional Director or designee will establish the date and time for an Occupancy/Utilization Inspection and will notify the following:
 - a. Director of Construction
 - b. Professional (Bureau of E/A, Project Coordinator)
 - c. Small Business Contractor(s), as required
 - d. Project Site
 - e. Using Agency and/or Facility
3. An Occupancy/Utilization Inspection will be conducted to evaluate the area(s) to be occupied or equipment to be utilized for conformity to the Contract Documents. The use and/or occupancy of the work does not constitute acceptance of any portion so taken or used. The Occupancy/Utilization Inspection must be attended by the Department (or Funding Agency if Small Business project administered by Funding Agency), the Professional, and a representative of the Using Agency.
4. The Professional shall conduct the inspection, unless another party is designated by the Department (or Funding Agency if Small Business project administered by Funding Agency). A report of the Occupancy/Utilization Inspection shall be prepared and distributed in accordance with Administrative Procedure No.1, by the Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency) **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 Small Business Contractor for maintenance, heat and utilities
 - h. A list of all items remaining to be completed or corrected in the area(s) to be occupied or equipment to be used
 - i. Form GSC-46, "Certificate of Occupancy/Utilization"
5. Certificate of Occupancy/Utilization – Form GSC-46 - The Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency) will provide a copy of the Form GSC-46 to the Professional. The form must be prepared by the Professional and submitted to the Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency).

6. At the conclusion of the Occupancy/Utilization Inspection, the attendees shall review the responsibilities of the Small Business 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.
7. The Punch List, prepared by the Professional 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 Small Business Contractor(s) of its responsibility to complete all Work in accordance with the Contract Documents.
8. The Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency) shall, **within five (5) working days after receipt**, review the Certificate of Occupancy/Utilization for completeness. If properly completed, the Regional Director (or Funding Agency if Small Business project administered by Funding Agency) shall sign, date and distribute the Form GSC-46, with any attachments, in accordance with Administrative Procedure No. 1.
9. The Funding Agency shall not be permitted to occupy nor utilize any portion of the Work until a fully executed copy of the Form GSC-46 has been received from the Construction Regional Director.
10. **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.**
11. 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 Small Business Contractor.

B. Final Inspection

1. The Final Inspection for the contract shall be requested and conducted in accordance with the General Conditions and this Administrative Procedure. The Small Business Contractor's request for a Final Inspection **must be submitted, in writing, to the Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency).**
2. **Within thirty (15) days of receipt of the request**, the Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency) shall establish a date and time for the Final Inspection and will email notification to the following:
 - a. Director of Construction
 - b. Professional
 - c. Small Business Contractor(s), as required
 - d. Project Site
 - e. Funding Agency and/or Facility
3. The Final Inspection must be attended by the Department (or Funding Agency if Small Business project administered by Funding Agency), the Professional and a representative of the Using Agency.
4. The Small Business Contractor shall submit, at the Final Inspection, an Application for Final Payment to the DGS person assigned to the project. (or Funding Agency if Small Business project administered by Funding Agency). The final Application for Payment should be completed and submitted in its entirety and in accordance with Administrative Procedure No. 9.
 - a. Line numbers 9, 10, 12 and 14 of the Form GSC-17, "Recapitulation of Small Business Contractor's Application for Payment," should not be completed until the conclusion of the Final Inspection and all Punch List items requiring funds to be retained, as provided in the General Conditions, have been determined. At that time, the Small Business Contractor, the Professional and the DGS person assigned to the project shall review the total amount to be retained, if any, and complete the applicable portions of the Form GSC-17. The DGS person assigned to the (or Funding Agency if Small Business project administered by Funding Agency) shall then prepare and submit the final Application for Payment to the Fiscal Division in accordance with Administrative Procedure No. 9.

5. The Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency) shall conduct the Final Inspection. The inspection shall include all aspects of the Contract(s), including any areas or equipment previously occupied or utilized by the Funding Agency. If the work is at "substantially completion", in accordance with the definition set forth in the General Conditions, a report of the Final Inspection shall be prepared and distributed in accordance with Administrative Procedure No. 1, by the Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency) **within five (5) work days of the inspection**, and shall include the following information:
- a. Project Number and Contract Number(s)
 - b. Name of Facility
 - c. Project Description
 - d. Project Location
 - e. Attendees along with their respective title and organization
 - f. A detailed list of all remaining Punch List Work to be completed or corrected with a reasonable cost to complete each item and a statement that all items shall be completed **within thirty (30) days** from the date of Final Inspection.
 - g. The status of any pending change orders and the status of the associated work
 - h. The status of payment of approved change orders to include CO#, approval date, debit/credit and amount to be paid
 - i. The status of claims, if any, to include the request date and position within the Department system
 - j. The status of Requests for Extension of Time, if any, to include request date, number and position within the Departmental system
 - k. Liquidated damages, if any, to include the number of days overrun, amount per day and total amount to be withheld
 - l. Recapitulation of retained amounts to include the following:
 - i. Punch List Items, plus one and one-half times the aggregate value of the items
 - ii. Credit Change Orders
 - iii. Pending Claims
 - iv. Liquidated Damages
 - m. The status of MBE/WBE Commitments
 - n. The status of Bonds, Guarantees, Warranties, Tests and Instructions still required, to include page and paragraph of the specifications
 - o. The status of the Department's Field Office As-Built Record Drawings
 - p. The status of Small Business 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 Small Business Contract has been completed in accordance with the plans and specifications
 - t. Statement that the Small Business Contractor shall continue insurance coverage pending written permission to terminate by the Department
 - u. Statement that the Report as written shall be deemed acceptable to all parties in receipt, unless written notification of objections is received by the Construction Regional Director within seven days of receipt of the Final Inspection Report
 - v. Form GSC-47, "Certificate of Final Inspection and Final Payment"

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

6. The Small Business Contractor shall prepare and deliver to the Professional, at Final Inspection, a complete set of contract prints, corrected with suitable markings to show all changes or variations from the original contract, including all items uncovered during the work and showing the details of the work as actually built, including but not limited to horizontal and vertical dimensional references of all concealed pipe, conduit and other lines and equipment.

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

1. The Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency) will provide a copy of the Form GSC-47 to the Professional. The form must be prepared by the Professional and submitted to the Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency) within two (2) calendar days of the Final Inspection.
2. At the conclusion of the Final Inspection, the attendees shall review all of the remaining responsibilities of the Small Business Contractor, the remaining responsibilities of the Professional, the status of all pending change orders, the status of all pending Requests for Extension of Time, the status of any pending claims against the Department (or Funding Agency if Small Business project administered by Funding Agency) or any other Small Business Contractor and any other obligations of any party necessary to fulfill the requirements of the Contract Documents. Upon completion of this review the Small Business Contractor, Professional and the Construction Regional Director or designee shall affix their signatures to the Form GSC-47, Certificate of Final Inspection to indicate their concurrence with the remaining responsibilities of each party.
3. The Punch List, prepared by the Professional shall be appended directly to the Form GSC-47. Additional sheets may be attached as required. The Punch List shall indicate, in detail, all items requiring completion or correction and a reasonable cost of completion plus one and one-half times the aggregate value of the items.
4. The Construction Regional Director (or Funding Agency if Small Business project administered by Funding Agency) 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.
5. Failure to complete the punch list work within 30 days of Final Inspection constitutes breach of contract and may result in termination of the Small Business' status as a Small Business.