

**Small GESA Request for Proposals**  
**For**  
**Guaranteed Energy Savings Contractor**  
**For**  
**Small GESA-4 Project for**  
***Department of General Services***  
***At***  
***Department of Conservation and Natural***  
***Resources***  
***Western Region***

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

**Tom Wolf**  
**Governor**

**Curtis Topper**  
**Secretary**

**GUARANTEED ENERGY SAVINGS PROJECT**

**NOTICE TO PROPOSERS**

It is the responsibility of each Proposer to ensure that its proposal is received at the delivery location listed below prior to the date and time set for the opening of proposals (“Proposal Opening Time”), regardless of method of delivery used. **No proposal shall be considered if it arrives after the Proposal Opening Time, regardless of the reason for the late arrival.** All envelopes containing proposals must be clearly marked “PROPOSAL” and must include the address of the Proposal Opening location, the assigned contract, project number and the Proposal Opening Date and Time.

Project	Small GESA – 4
Project Location	Department of Conservation & Natural Resources Parks & Forest, Western Pennsylvania
Funding Agency	Department of Conservation & Natural Resources
Brief Description.....	The Department of General Services is soliciting proposals for a project to increase the energy efficiency of DCNR Forest and Parks in Western PA through installation of energy conservation measures, upgrades, and implementation of optimal operation and maintenance procedures. The Department wishes to implement the proposed energy project on an energy performance contract basis. Only proposals that have a return on investment of less than 10 years and reduce real energy consumption and are funded under a guaranteed performance basis will be considered. Savings or guarantees provided by the successful proposer will fully offset the project costs involved for the Commonwealth. Only Qualified Small GESA Providers are eligible to submit a Proposal for this RFP. Any submission from a non-Qualified Small GESA Provider will be rejected and returned.
Pre-Proposal Meeting.....	Ohiopyle 124 Main St, Ohiopyle, PA 15470 Tuesday, December 13th, 2016 at 11:00 a.m. Ohiopyle State Park Visitor Center
Site Visits.....	Ohiopyle Visit: Tuesday, December 13 <sup>th</sup> , 2016 (after Pre-Proposal Mtg) 3 hour maximum duration Other Site Visits: By Appointment only, 3 hour maximum duration, Contact site personnel, see Site Map section for names and numbers

NOTICE TO PROPOSERS  
D.G.S. SMALL GESA-4

Ohiopyle Directions..... From Harrisburg, Turnpike W - Exit 91 Donegal -  
Make Left onto Rt. 31 (E)- approx.. 2 miles - make Right at  
Light (Rt. 381)- follow Rt. 381 South approx. 25 miles.  
Cross the bridge into the Borough of Ohiopyle - Visitor  
Center is on the right approx. ¼ mile from the bridge  
Site Visits By Appointment only, 3 hour maximum duration

Deliver Proposals To..... Rebecca Tomlinson  
Department of General Services  
Room 403  
401 North Street Harrisburg, PA 17120  
Phone: (717) 705-5946 Email: retomlinso@pa.gov

**Proposal Due Date and Time...** **Friday, February 10, 2017 at 11:00 a.m.**

**Vendor Registration..... All Proposers must have a Current and Active Vendor  
Number. Proposal Documents require Proposers to  
provide this number. Register  
at [www.nasupplierportal.state.pa.us](http://www.nasupplierportal.state.pa.us)**

Proposal Results At..... [www.dgs.state.pa.us](http://www.dgs.state.pa.us), Construction and Public Works tab

Proposed Date of Completion..... To be Determined

Proposal Period..... 60 days allowed from Proposal Submission Deadline until Notice  
of Selection

Issuing Office..... Rebecca Tomlinson  
Energy and Resource Management Office  
Department of General Services  
Room 403  
401 North Street Harrisburg, PA 17120  
Phone: (717) 705-5946 Email: retomlinso@pa.gov

**Public Works  
Verification Act: The Bidder must comply with the Public Works Employment  
Verification Act 127 of 2012 by submitting to the Department  
a Commonwealth Public Works Verification Form (“Form”) prior  
to the award of the Contract.**

For the listings of Certified Small Diverse Businesses (Minority, Women, Veteran, and Service Disabled  
Veteran Business Enterprises), go to

<http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/default.aspx>

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# PART 1

## General Information

- 1.1 **PURPOSE.** This Small GESA Request for Proposals (“RFP”) provides interested Qualified Small GESA Providers (i.e., Proposers) with sufficient information to enable them to prepare and submit a proposal to the Department of General Services (“DGS”) to provide services on a Small GESA project under a guaranteed energy savings contract to design and implement Energy Conservation Measures (“ECMs”) at DCNR’s Western Region Parks. Only Qualified Small GESA Providers are eligible to submit a Proposal for this RFP. Any submission from a non-Qualified Small GESA Provider will be rejected and returned.
- A The successful Proposer will, if a contract is awarded and fully executed, become the “Small GESA Contractor” on this project.
  - B As the Commonwealth Procurement Code, 62 Pa. C.S. §§ 3751 – 3758, as amended, permits, the cost of paying for this Small GESA project will be financed by a third party finance company.
- 1.2 **Definitions.** These definitions shall apply to terms used in the RFP, without conflicting with any definitions in the General Conditions of the Small GESA Contract:
- A **DGS** - The Department of General Services, the agency that will issue the RFP, coordinate the proposal scoring process, award the contract and monitor the design and construction contractual obligations.
  - B **Energy Conservation Measure (ECM)** –as further defined in 62 Pa. C.S. §3752, as amended.
  - C **Funding Agency** – The executive agency under the Governor’s Office jurisdiction that will fund the individual Small GESA project.
  - D **GESA** – Guaranteed Energy Savings Act, 62 Pa. C.S. §§ 3751-3758.
  - E **Issuing Office** – This designated DGS employee will serve as the sole point of contact between any Proposers and the Commonwealth for this RFP.
  - F **Investment Grade Audit Contract** – The written document between the Funding Agency, Office of Budget, DGS and the Small GESA Contractor signed after selection of the Successful Proposer on a project-specific Small GESA RFP which authorizes payment to the Small GESA Contractor by the Funding Agency for costs incurred in preparing the Energy Audit Report. Even if the Funding Agency elects not to pursue the Small GESA project, the costs for performing the Energy Audit Report must be paid by the Funding Agency.
  - G **Investment Grade Audit Report** – An extensive written analysis conducted by the Successful Proposer to evaluate viable energy conservation measures based upon the Funding Agency’s existing conditions and utility/operating

costs. The Report which contains, at a minimum, the costs, savings and cash flow schedule, will be submitted to DGS and the Funding Agency for review prior to the Funding Agency determining to proceed with a Small GESA Contract.

- H **Project** - The site and associated building(s) and infrastructure improvements selected by Commonwealth agencies.
- I **Proposer** – Any Qualified Small GESA Provider submitting a Proposal in response to this RFP for consideration by the Commonwealth for the award of a Small GESA Contract.
- J **RFP** – “Request for Proposal”, the document issued by DGS to obtain proposals for award of a Small GESA contract.
- K **Small GESA Contract** – “the Small GESA Contract”, the written document executed by the Contractor and the Commonwealth for the implementation of the energy conservation measures. Terms of the Small GESA Contract are non-negotiable. Submission of a Proposal constitutes acceptance of the terms of the Small GESA Contract.
- L **Small GESA Contractor** – “the Small GESA Contractor”, the entity awarded the Small GESA Contract by DGS.
- M **Small GESA Contractor’s Retained Professional (“Professional”)** – The Small GESA Contractor’s retained licensed Professional listed in the Application for the AFQ and whose qualifications are included in the Technical Submission.

1.3 **Issuing Office:** The DGS Issuing Office is the sole point of contact in the Commonwealth for this RFP. Proposers should not contact any other DGS employees, or other Commonwealth Agency employees with regard to this RFP. All questions or inquiries (which shall be written and not verbal) concerning this RFP shall be submitted as described in this RFP to:

**Issuing Officer:** Becky Tomlinson  
403 North Office Building  
401 North Street  
Harrisburg, PA 17120  
Telephone: (717) 705-5946  
Fax: (717) 705-2887  
Email: retomlinso@pa.gov

- A The Issuing Officer will ensure that questions are answered promptly and that all bulletins will be issued to Proposers who have requested the RFP. Only Proposers who obtained the RFP directly from DGS will receive bulletins.
- B **Any entity that is not on DGS’ list of Qualified Small GESA Providers will not receive complete bulletins and will be deemed non-responsive on the Proposal Submission Date.**

**1.4 Scope.** DGS wants to procure a Small GESA Contractor capable of providing and implementing the listed energy conservation measures for this Small GESA project located at DCNR's Western Region Parks. The ECMs will reduce energy consumption and related costs associated with the heating, ventilation and air conditioning system, lighting systems, control systems, building envelope, the hot water systems, water consumption, sewage costs and other energy using devices. Additionally, savings which would not reduce consumption per se but are aimed at cost savings, such as fuel switching, demand side management, on-site generation, utility bill auditing, utility rate changes, and distribution upgrades etc. may also be considered. ECMs must result in a guaranteed minimum energy savings with payments linked to actual documented energy and cost reductions.

A Any stipulated energy and/or operational cost savings that may be attributed to a single project will be rigorously reviewed by DGS and the Funding Agency. The Small GESA Contractor will be required by the project-specific contract to thoroughly document and verify the savings, which must be approved by both DGS and the Funding Agency.

B The Small GESA Contractor will be required to guarantee energy and cost savings on an annual basis for each project. No credit for the achievement of savings above and beyond the annual guarantee will be credited to satisfy performance guarantees in future years of the project. Annual reconciliation of the achieved savings will be required.

C Although the provisions of the Commonwealth Procurement Code (62 Pa. C.S. § 3754(c)), permit the recovery of contract costs from energy savings over a 20-year term, the maximum simple blended payback period for any and all ECMs arising out of this RFP is strictly limited to a **maximum term of 10 years**. In addition to the time limit of a 10-year payback period, any Small GESA Contract issued under this RFP **may not exceed a total dollar value limit of \$5,000,000.**

**1.5 Type and Award of Contracts.** DGS may award an Investment Grade Audit Contract to the successful proposer. Once the Investment Grade Audit Report is accepted, the Funding Agency may proceed with the Small GESA Project by awarding a Small GESA Contract to the successful proposer. The Small GESA Contract is attached as an appendix to this RFP. The Contract Bond will be in the amount of 100% of the awarded Small GESA Contract. The Effective Date of the contract will be the date when all signatures required by law are affixed to the contract. No contract exists until all such signatures are fixed and the final date becomes the Effective Date of the contract. A stamped "APPROVED ELECTRONICALLY" or similar wording by the Commonwealth on a contract signature page constitutes a valid, binding contract with the Commonwealth and represents that all approvals required by Commonwealth contracting procedures have been obtained. The fully executed Small GESA Contract may not contain "ink" signatures by the Commonwealth. **Terms of the Small GESA Contract are non-negotiable. Submission of a Proposal constitutes acceptance of the terms of the Small GESA Contract.**

**1.6 Commonwealth's Rights Reserved.** DGS reserves the right to cancel or withdraw this RFP in whole or in part any time prior to award of Small GESA



Contract or entering into an Investment Grade Audit Contract. DGS reserves the right to reject any and all proposals received as a result of this request. DGS may, in its discretion, waive any informality or technical deficiency in a proposal.

- 1.7 Incurring Costs.** The Commonwealth is not liable for any costs incurred by Proposers prior to issuance of a contract.
- 1.8 Pre-Proposal Conference.** A Pre-Proposal Conference will be held as indicated in the Calendar of Events shown at the end of Part 1 of this RFP. Although attendance at the Pre-Proposal Conference is not mandatory, all prospective Proposers, subcontractors and suppliers are encouraged to attend. The Conference will not be videotaped and no recordings will be permitted. Representatives from DGS will present an overview of the RFP and will also review submission requirements and answer questions. If possible, Proposers should forward questions to the Issuing Office prior to the Conference to ensure sufficient analysis prior to an answer being supplied at the Conference. Questions may also be asked at the Conference. Answers furnished during the Conference will not be official or binding until verified, in writing, by the Issuing Office. Questions and answers from the Pre-Proposal Conference issued as a bulletin become part of this RFP.
- 1.9 Questions/Requests for Information (RFI) to the RFP.** Proposers shall raise any questions regarding this RFP by submitting a question in writing to the Issuing Officer.
- RFI's must reference the Project name.
  - Do not contact the Issuing Officer by phone.
  - Questions must be submitted in writing and must be received no later than the date indicated in the Calendar of Events.
  - Questions will NOT be answered via telephone.
  - All relevant questions and written answers will be issued as a bulletin and become part of this RFP.
  - DGS shall not be bound by any verbal information or by any written information allegedly supplied by DGS that is not either contained within the solicitation documents or issued by DGS through a bulletin.
- 1.10 Amendments to the RFP.** If the RFP needs to be amended, the Issuing Officer will administer the issuance of bulletin(s) setting forth all modifications to the RFP and questions and answers about the RFP. Notice of each Bulletin will be emailed to all entities that have obtained the RFP through DGS and who have provided the required contact (email) information. Entities that do not provide complete contact information including firm name, prime contact, address, phone, and email might not receive all bulletins. The Proposer shall acknowledge receipt of the bulletin(s) as required by the language of the bulletin. Any proposal that does not acknowledge all bulletins may be considered non-responsive. Bulletin(s) will become part of the RFP. DGS will not issue any bulletin later than indicated in the RFP Calendar of Events, unless DGS extends the Submission Date. By submitting a proposal, Proposer acknowledges and affirms that the provisions of all Bulletins have been included in the Proposal and that the Proposer understands its responsibility for all provisions of all Bulletins. A written bulletin issued by DGS is the only binding revision to this RFP and no other form of

amendment, either written or oral, will be considered binding upon DGS. Proposers shall not rely on information other than written bulletins issued by DGS.

- 1.11 Proposal Submission Deadline.** In order to be considered responsive, a proposal must be delivered to the Issuing Officer **In Harrisburg, Pennsylvania** on or before the Proposal Submission Deadline set forth in the Calendar of Events Paragraph. Proposers who mail proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the DGS office to which proposals are to be submitted is closed on the proposal response date, the deadline for submission shall be automatically extended until the next Commonwealth business day on which the office is open, unless the Proposers are notified otherwise by DGS. The time of day for the extended submission of proposals shall remain the same. The Proposer shall be solely responsible for assuring that the proposal arrives prior to the submission deadline. Proposals delivered after the Proposal Submission Deadline, regardless of the reason for lateness, will automatically be rejected and returned unopened to the Proposer.
- 1.12 Withdrawal of Proposal.** Each Proposer specifically waives any right to withdraw or modify a submission except as hereinafter provided. A Proposal may be withdrawn by written notice (via hand delivery or email) received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for receipt of the Submission. If the Proposer chooses to attempt to provide such written notice by email, the email address shall be identical to the email address DGS has on file with the Qualified Small GESA Provider, however, DGS shall not be responsible or liable for errors or failures in transmission. A Proposal may also be withdrawn in person by a Proposer or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set forth for receipt of the proposal. A proposal may only be modified by the submission of a new sealed submission or a sealed modification that complies with the requirements of this RFP and received by the Issuing Office prior to the Proposal Submission Deadline.
- 1.13 Small Diverse Business Information.** As noted in Section 2101 of the Commonwealth Procurement Code, it is Commonwealth policy to assist small businesses in doing business with Commonwealth agencies. In addition, DGS encourages participation by Small Diverse Businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses as subcontractors and suppliers. A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.
- A A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business. In order to participate in the Small Diverse Business program, the small business must first

complete the self-certification process through Small Business Procurement Initiative (SBPI) located at:

<http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/default.aspx>

- B Any and all Small Diverse Businesses submitting a Proposal will not be considered a Small Diverse Business in status. No credit toward Small Diverse Business participation levels will be scored or awarded to Small Diverse Business Proposer and/or a Small Diverse Business submitting the Proposal as a Small GESA Contractor.
- C The work of qualified Small Diverse Businesses that are subcontractors of any level to the Small GESA Contractor will count toward the Small Diverse Business participation total based on the dollar value of their work.
- D Small Diverse Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:
  - Department of General Services Bureau of Small Business Opportunities (BSBO)-verified Minority Businesses Enterprises (MBEs), Women Business Enterprises (WBEs), Veteran Business Enterprises (VBEs), and Service-Disabled Veteran Business Enterprises (SDVBEs) that qualify as small businesses; and
  - United States Small Business Administration-certified small diverse businesses or
  - United States Small Business Administration 8(a) small diverse business concerns that qualify as Small Businesses.

Questions regarding this Program can be directed to:

Department of General Services  
Bureau of Small Business Opportunities  
Room 611, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [gs-bsbo@pa.gov](mailto:gs-bsbo@pa.gov)  
Website: [www.dgs.state.pa.us](http://www.dgs.state.pa.us)

The Department's directory of BSBO-verified minority, women, veteran and service disabled veteran-owned businesses can be accessed from: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/default.aspx>

- 1.14 Alternate Proposals.** DGS has identified the basic approach to meeting its requirements, and will not accept alternate proposals or uninvited proposals. DGS will reject as non-responsive any proposals that are conditioned on negotiating any terms of the documents in the RFP.

**1.15 Contact for Clarification.** Proposers that submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office will handle any requests for clarification.

**1.16 Disclosure of Proposal Contents.**

**A Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Proposers' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Proposers should not label proposal submissions as confidential or proprietary or trade secret protected. Any Proposer who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subparagraph 2 below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

**B Commonwealth Use of Proposal Contents.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of the contract. Notwithstanding any Proposer copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

**C Public Disclosure.** Public records requests for proposals are governed by and shall be handled in the following manner:

1. After the award of a contract pursuant to this RFP, or if all proposals are opened and rejected, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. §67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. §67.707(b) for the information to be considered exempt under 65 P.S. §67.708(b)(11) from public records requests.

**1.17 Interviews.** The proposals will be evaluated and scored as described in detail in this RFP. Those Proposers who accumulate sufficient Technical Submission points as described in Part 3 will be advised of a date and time to interview with the Scoring Committee members.

**1.18 News Releases.** All news releases and media contacts regarding this project will be made only by DGS, unless DGS directs otherwise in specific instances. Proposer(s) shall not initiate news releases or media contact without prior written

permission of the DGS. This paragraph does not apply to any advertisement soliciting interested subcontractors made by the Proposer during the preparation of the proposal or during preparation of the Investment Grade Audit.

- 1.19 Restriction of Contact.** From the issue date of this RFP until the issuance of a Notice of Selection, there shall be no contacts between the Proposers and Commonwealth personnel concerning this RFP, proposals, and the Scoring process except as discussed in this RFP. The only person who may be contacted directly in writing is the Issuing Officer. This restriction ensures that all Proposers obtain the same accurate and binding information, with no advantage or undue influence on any potential proposal scores. Any violation of this condition is cause for DGS to reject the Proposer's proposal. If DGS discovers that any violations have occurred, DGS may reject any proposal or rescind any contract awarded pursuant to this RFP.
- 1.20 Term of Contract.** If a contract is awarded and fully executed, the term of the contract will commence on the Effective Date and terminate as defined in the Investment Grade Audit Contract and/or the Small GESA Contract. The Effective Date shall be fixed by DGS after the contract has been fully executed by the Small GESA Contractor and the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.
- 1.21 Interpretation.** If any conflicts of the Contract Documents arise requiring interpretation, the terms of the General Conditions of the Small GESA Contract shall control. The RFP may be referred to in an effort to assist in the interpretation but will not overrule the General Conditions of the Small GESA Contract.
- 1.22 Proposal Results.** The proposals will be scored in a timely fashion following proposal submission date. See Part 3 of this RFP for a detailed discussion on how the proposals are scored by DGS. Proposers should not call or contact DGS to inquire as to the status of the scoring process. The Calendar of Events at the end of Part 1 indicates the anticipated selection date.
- 1.23 Debriefing of Unsuccessful Proposers.** DGS will provide written notice to all unsuccessful Proposers on the same day DGS issues the Notice of Selection (if one is issued) to the successful Proposer. As part of this notice to unsuccessful proposers, DGS will notify them of the opportunity and time frame for this optional debriefing. Any unsuccessful Proposer who wants to be debriefed must email a request to the Issuing Officer within three (3) calendar days of the date of the unsuccessful letter. DGS will hold a debriefing conference for each unsuccessful Proposer who submitted a written request for such a conference within four (4) calendar days of receipt of notice of a request for a debriefing but no later than seven (7) calendar days from the date of the unsuccessful letter.
- A An Offeror's exercise of the opportunity to be debriefed does not constitute the filing of a protest. Also, the timeframe for debriefing of unsuccessful Proposers neither extends nor modifies in any way the deadlines for the RFP Protest Procedure set forth herein.

- B The Issuing Officer will hold the debriefing conference in Harrisburg or by telephone or video conference if possible. The unsuccessful proposer may review the Proposal Score Summary scores, posted to the DGS website, prior to the debriefing conference.

**1.24 Small GESA RFP Protest Procedure.** In addition to the summary provided herein, the Protest Procedure is available in the Procurement Code (62 Pa. C.S. § 1711.1).

- A **Who may file** – Any Proposer or Prospective Proposer who is aggrieved in connection with the RFP or the award of a contract resulting from the RFP may file a protest.

1. Prospective Proposer – is a Qualified Small GESA Provider that has not submitted a proposal in response to the RFP.
2. Proposer – is a Qualified Small GESA Provider that has submitted a proposal in response to the RFP.

**B Time limits**

1. If a protest is filed by a Prospective Proposer, it must be filed, in writing, with the Issuing Office prior to the Proposal Submission Deadline.
2. If a protest is filed by a Proposer, it must be filed, in writing, with the Issuing Office within seven (7) days after the protesting Proposer knew or should have known of the facts giving rise to the protest except in no event may a protest be filed later than 7 days after the Notice of Selection is posted on the DGS website.
3. Filed – shall be defined as the date upon which the Issuing Office receives the written protest.

- C Protests relating to cancellation of the RFP and/or rejection of all proposals may not be filed.

**1.25 Investment Grade Audit (IGA).** Proposers acknowledge that upon Notice of Selection the successful proposer will become the Small GESA Contractor and will be required to enter an Investment Grade Audit Contract and prepare and submit a project-specific Investment Grade Audit Report. The primary purpose of the Report is to provide an engineering and fiscal basis that will allow DGS and the Funding Agency to fully analyze the proposed scope and cost of the Small GESA contract. Based upon the limited scope and dollar value of Small GESA projects, the Commonwealth anticipates that the IGA should have a maximum 45-day turn-around time.

- A **Funding Agency responsibilities** - The Funding Agency shall provide the Small GESA Contractor all available records and data concerning energy and water usage for the Facility for approximately the past 36 months. These records shall include, if available:

1. Utility bills for the past 36 months; and
  2. Occupancy information; and
  3. Descriptions of any recent changes in the structure or heating, cooling, lighting, or other systems over the past 36 months; and
  4. Descriptions of all major energy and water consuming or saving equipment used at the Facility; and
  5. Any comfort issues; and
  6. Any Notice of Code deficiencies or Consent Decrees; and
  7. Description of current energy management procedures; and
  8. Any upgrades or modifications to the building made in the last 36 months; and
  9. Copies of project as-built drawings, L&I Record drawings, O&M manuals, service agreements, and service work orders.
- B Small GESA Contractor's Investment Grade Audit Report** - The Report will specifically discuss each ECM included in the Investment Grade Audit Contract. The scope shall identify any operational changes recommended to be implemented at the Facility. The Report shall set forth detailed projections of energy and cost savings to be obtained as a result of the ECMs and operational changes.
1. The Small GESA Contractor shall physically inspect the major electrical and mechanical systems in the Facility and analyze the following as they apply to each ECM:
    - a. Loads; and
    - b. Proper sizing; and
    - c. Current operating conditions for each system; and
    - d. Efficiencies or hours of operation for each system.
    - e. NOTE: Where Facility operating or climatic conditions necessitate, Small GESA may use engineering estimates, but for large fluctuating loads with a high potential savings, Small GESA shall use appropriate measurements.
  2. The Small GESA Contractor shall interview Funding Agency personnel to discuss the current mechanical operating systems, occupancy numbers and use of the Facility and any problems with comfort levels or equipment reliability.

3. The Small GESA Contractor shall, using the utility bills provided, establish a baseline annual consumption for electricity, fossil fuels and water utilizing averages or the most representative contiguous 12 months. The Small GESA Contractor shall discuss any deviations or unusual monthly usage that might skew the baseline data with Facility personnel.
4. As applicable to each ECM, the Small GESA Contractor shall:
  - a. List ECMs for installation or implementation at the Facility, including cut sheets on proposed equipment.
  - b. For each ECM, the Small GESA Contractor shall provide a detailed estimate (using the Pricing Submission numbers submitted during the AFQ stage) for:
    - (1).Hard costs; and
    - (2).Savings; and
    - (3).Life expectancy; and
    - (4).Commissioning costs
  - c. Specify operations and maintenance procedures for the Facility which will be affected by the installation/implementation of the proposed ECMs.
  - d. Provide the analysis methodology, supporting calculations and a detailed explanation of assumptions used to derive the baselines (i.e., work hours of occupants in the Facility) and estimate savings.
    - (1).Provide the existing and proposed air and hot water temperatures;
    - (2).Provide the amount of outdoor air ventilation;
    - (3).Provide lighting and acoustical levels.
    - (4).Provide copies of the utility tariffs and commodity price histories used in savings calculations.
      - (a).Manual calculations should disclose essential data, assumptions and all formulas so that a reviewer can replicate the calculations based on the data provided in the Report.
      - (b).For savings estimates using computer simulations, the Small GESA Contractor shall, if requested by either DGS or the Funding Agency, provide access to the program and all inputs and assumptions used by the Small GESA Contractor.



- e. Provide a detailed preliminary savings measurement and verification plan for each ECM.
- f. Provide a detailed preliminary commissioning plan for each proposed ECM.
- g. Provide detailed calculations for any rate savings proposal.
- h. Provide detailed supporting calculations for any proposed maintenance, material or other operational savings.
- i. Estimate any environmental costs or benefits of each proposed ECM (e.g., disposal costs, avoided emissions, water conservation, etc.) including any emissions reductions data for NOX, CO2, SO2. Segment emissions data for direct site emissions reductions (e.g. fossil fuels) and indirect emissions reduction data (electricity/water).

**1.26 Project Parameters.**

- A The total energy savings projected in the final scope of work will be at least 95% of the savings and within 10% of project costs projected in the Investment Grade Audit Report and that the project will be self-funded over the financial term of the project (maximum term of 12 years.)
- B Small GESA Contractor must adhere to all applicable codes and standards.
- C Small GESA Contractor is responsible to design and specify equipment and systems to be used in providing energy efficiency services.
- D Small GESA Contractor is responsible to procure and install new equipment and refurbish existing equipment. All new and refurbished equipment must be consistent and compatible with the existing equipment of the Commonwealth.
- E Small GESA Contractor is responsible to commission the equipment, as per USGBC-LEED and ASHRAE Guideline 1.1-2007 standards.
- F Small GESA Contractor is responsible for preventive and emergency maintenance and servicing of the equipment installed through the warranty period.
- G Small GESA Contractor is responsible to provide energy savings performance guarantee (see Exhibit 2 of the Small GESA Contract).
- H The Small GESA Contractor must work cooperatively with facility management and the Commonwealth to coordinate this project.
- I Small GESA Contractor may not escalate project costs or maintenance costs.
- J One percent (1%) escalation of energy cost per year is permitted.
- K Interest or Discount Rates shall be assumed to be 3.0%.

- L Financing term and overall project shall be assumed to be a 12-year period.
- M Small GESA Contractor is responsible to identify and obtain all available financial incentives or rate reductions from companies supplying oil, gas, electricity, or transmission or distribution service for gas or electricity. In addition, Small GESA Contractor is responsible to identify and obtain all government incentives, aid, or other benefits. Small GESA Contractor shall subtract estimated rebates from Total Project Cost to determine Net Project Cost.
- N Base price for heating oil should be the actual market price paid by the Commonwealth over the last 12 months.
- O Heating season should be generally assumed to be October 1st to May 1st.
- P Cooling season, as applicable should be generally assumed to be May 1st to October 1st.
- Q Actual baseline operation hours must be determined for each building and area and refined during the audit process by the Small GESA Contractor.
- R As discussed in further detail in the General Conditions, provide written documentation no later than project close-out to Funding Agency of the system and installation, including but not limited to:
  - 1. Test Results;
  - 2. Equipment specifications; and
  - 3. Authority over all sequence of operations; and
  - 4. Multiple licenses and software; and
  - 5. Back-up copies of all software programming provided on non-magnetic media; and
  - 6. All documentation, maintenance manuals, and as-builts; and
  - 7. System configurations and equipment locations.
- S Measurement and Verification (M&V) methods must be in accordance with the International Performance Measurement and Verification Protocol (IPMVP) as appropriate. See also Exhibit 2 of the Small GESA Contract.
- T Proposer acknowledges that the Commonwealth, as Owner, controls the expenditure of any and all contingency funds. Any unspent contingency will be controlled by the Commonwealth at the completion of the project.

**1.27 Design and Construction Phase.** If, after review of the Investment Grade Audit Report, the Commonwealth decides to go forward with the Project, the Commonwealth will circulate a project-specific Small GESA Contract to the Selected Proposer for signatures in accordance with the Commonwealth

Attorneys' Act. There will be no contract for any specific project until and unless all Commonwealth signatures are affixed to the contract. A stamped "APPROVED ELECTRONICALLY" or similar wording by the Commonwealth on the Small GESA Contract signature page constitutes a valid, binding contract with the Commonwealth and represents that all approvals required by Commonwealth contracting procedures have been obtained. The template contract appears as an appendix to this RFP.

- A Small GESA Contractor agrees that time is of the essence and that if it fails to complete the work within the time specified in the project-specific contract, the Small GESA Contractor will pay the Funding Agency, as Liquidated Damages and not as a penalty for such failure, the sum of one tenth of 1% (0.1%) of the value of the Small GESA Contract per day for each and every calendar day after the completion date until the Work is completed and accepted. The Commonwealth may extend the completion date of the Work for causes set forth in the General Conditions of the Small GESA Contract that, in fact, delay the completion of said work. In such case, Small GESA Contractor is liable for said Liquidated Damages only after the expiration of the extended period.

**1.28 Service Phase.** Upon completion of the Design and Construction Phase, the Small GESA Contractor will perform ongoing services detailed in the project-specific contract to assure savings and guarantees are met, together with the required and appropriate staff training, maintenance services only as required by warranty, and measurement and verification (M&V) services. M&V services must adhere to all federal M&V protocol standards and scalability for M&V of the energy baseline, adjustment factors, and energy cost savings.

**1.29 Lead Paint.**

- A All work is to be performed with the assumption that all painted surfaces are lead containing. The Small GESA Contractor is responsible for following all required OSHA 1926.62 'Lead in Construction' standards when disturbing or impacting these painted surfaces during the course of performing the work, including but not limited to activities such as: cutting and patching, core drilling, penetration, anchoring, fastening, etc. The area(s) shall be visually clean upon completion of any of these activities.
  1. Action Plan: The Small GESA Contractor shall submit an Action Plan that conforms to A., 1. – 3. herein for approval at the Initial Project Meeting, which specifically outlines details of means and methods to be used for each dust-generating activity involving lead-painted surfaces, erection of critical barriers and plastic sheeting for dust control, subsequent exposure assessment, personal protective equipment, hygiene and clean-up.
  2. Small GESA Contractor shall utilize means and methods that preclude dust generation to complete work that disturbs/impacts lead containing paint (i.e., paint stripper, HEPA-assisted drills, etc.).
  3. Small GESA Contractor shall ensure areas beyond work area are not contaminated, and shall immediately stop work and erect plastic sheeting to

prevent the spread of dust, anytime means and methods inadvertently create dust from lead painted surfaces.

**1.30 Asbestos and Hazardous Material.** If applicable, the Small GESA Contractor will be responsible for providing project-specific asbestos and hazardous material liability insurance as described below. The Small GESA Contractor has the obligation to determine if hazardous materials/wastes will be disturbed or handled/disposed of in performing the project. Hazardous materials/wastes include, but are not limited to, asbestos, mercury and PCBs. If hazardous materials/wastes must be disturbed, removed and/or remediated and/or disposed of, the Small GESA Contractor must advise the Commonwealth beforehand and the Small GESA Contractor shall perform such activities in accordance with industry standards and all federal, State and local regulations and pay for the cost of said activities out of the project savings. A copy of any project-specific Hazardous Material Management Plan, if one exists, will be made available upon request for use as a guide to the presence of ACM. If a management plan is not available, the Small GESA Contractor must test all suspect asbestos, etc. prior to disturbance.

A **Note:** The replacement of equipment or disturbance of materials is the Small GESA Contractor's responsibility and must be performed in a manner that prevents uncontained releases of asbestos, lead, PCB's, mercury, and/or other hazardous materials and provide for their proper disposal. The Commonwealth requires a chain of custody of all materials from source removal to disposal.

B **Hazardous material liability insurance is as follows:** \$1,000,000 occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Small GESA Contractor's operations including, but not limited to, removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Small GESA Contract. If motor vehicles are used for transporting hazardous materials, the Small GESA Contractor or its subcontractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90. Coverage shall fulfill all requirements set forth herein and shall extend for a period of three (3) years following acceptance by the Commonwealth of the Certificate of Completion.

**1.31 Project Bonds.** Although not required to be submitted with the proposal, the Small GESA Contractor shall, for the project authorized under the Small GESA Contract, provide performance and payment bonds in the amount of 100% of each project-specific contract cost as fully described in the General Conditions of the Small GESA Contract and §3753(f) of the GESA. All bonds for this Project shall be issued by a qualified insurer licensed in Pennsylvania.

### **1.32 Insurance Requirements**

A Although not required to be submitted with the Proposal, the successful Small GESA Contractor shall purchase and maintain, at its expense, the following

types of insurance, issued by companies licensed to do business in the Commonwealth of Pennsylvania:

1. Workers' Compensation:

- a. Coverage Sufficient to cover statutory requirements for all employees involved in work under this agreement
- b. Extensions Voluntary compensation  
All states coverage employers  
Employers' liability – unlimited

2. Commercial General and Umbrella Liability:

- a. Coverage Occurrence using ISO occurrence Form CG 00 01 07 98 or later form
- b. Limits per Project General Aggregate - \$3,000,000.00  
Products - Completed/Operations - \$1,000,000.00  
Personal & Advertising Injury - \$1,000,000.00  
Each Occurrence - \$2,000,000.00  
Fire Damage (any one fire) - \$100,000.00  
Medical Expenses (any one person) - \$50,000.00  
Property Damage - \$2,000,000 Each Occurrence
- c. Umbrella - \$5,000,000.00
- d. Builder's Risk Coverage - Amount sufficient to repair or replace the work, such amount to be approved by the Commonwealth
- e. Vehicle Liability \$1,000,000 per occurrence/\$3,000,000 aggregate (All vehicles hired or non hired)
- f. The Small GESA Contractor shall require their Retained Professional to maintain the following minimum insurance coverage:

The Architect/Engineer shall maintain professional liability insurance (errors and omissions) in an amount no less than \$2,000,000, worker's compensation in amounts required by law and general liability insurance (including owned, non-owned, and hired motor vehicles) in a single limit amount of no less than \$1,000,000.

- g. The Small GESA Contractor must, upon award of the GESA Contract by DGS, provide a Certificate of Insurance demonstrating to DGS' satisfaction the existence of the required insurance. The Commonwealth of Pennsylvania shall be named as an Additional Insured, on a primary non-contributory basis, on all certificates of insurance with the exception of Workers' Compensation and Professional Liability. Likewise, the Architect and/or Engineer's insurance coverage shall name the

Commonwealth as an additional insured. The insurance coverages must be approved by DGS prior to the commencement of any work.

- h. The insurance coverage to be provided by the Small GESA Contractor shall state that the Small GESA Contractor's coverage shall be the primary coverage for the Small GESA Contractor's work.
- i. The required insurance coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment and/or termination of any coverage required to be maintained after final payment.
- j. All insurance coverage to be provided by the Small GESA Contractor, its subcontractors and the Retained Professional shall include a cancellation notice to the Commonwealth of at least thirty days.
- k. In the event that any of the insurance coverage to be provided by the Small GESA Contractor and/or Retained Professional to the Commonwealth contains a deductible, the GESA Contractor and/or Retained Professional shall indemnify and hold the Commonwealth harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the Small GESA Contractor.
- l. The Small GESA Contractor acknowledges that its failure to obtain or keep current the insurance coverage required and/or its failure to ensure that its subcontractors and/or Retained Professional maintain the required coverage, shall constitute a material breach of contract and subjects the Small GESA Contractor to liability for damages, including but not limited to direct, indirect, consequential, special and such other damages the Commonwealth sustains as a result of such breach. In addition, the Small GESA Contractor shall be responsible for the indemnification to the Commonwealth of any and all costs associated with the aforementioned lapse in coverage, including but not limited to reasonable attorneys fees.
- m. The Small GESA Contractor shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth herein and adjusted to the nature of subcontractors' operations and submit same to the Commonwealth for approval prior to start of any work. In the event the Small GESA Contractor fails to obtain the required certificates of insurance from its subcontractors and/or Retained Professional, and a claim is made or suffered, the Small GESA Contractor shall indemnify, defend, and hold harmless the Commonwealth, its board, officers, agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation that will be provided for in the Contract.
- n. The Small GESA Contractor assumes responsibility for all injury or destruction of the GESA Contractor's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of GESA Contractor's employees from whatever cause

arises. Any policy of insurance secured covering the Small GESA Contractor or subcontractors leased or hired by them and any policy of insurance covering the Small GESA Contractor or subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the Commonwealth for any loss or damage to such property.

- o. The Commonwealth in good faith may adjust and settle a loss with the GESA Contractor's insurance carrier. The Small GESA Contractor waives all rights against the Commonwealth, its board, officers, agents and employees for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any insurance policy procured or other property insurance applicable to the GESA Contractor's work.
- p. Before commencement of its work, the GESA Contractor, its Architect/Engineer, and its subcontractors shall obtain and pay for such insurance as may be required to comply with the contract documents requirements.
- q. In addition to the coverages required and under the same terms and requirements of such coverages, the Small GESA Contractor or its subcontractor shall provide hazardous material liability insurance as follows: \$1,000,000 occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the GESA Contractor's operations including, but not limited to, removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the GESA Contract. If motor vehicles are used for transporting hazardous materials, the Small GESA Contractor or its subcontractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90. Coverage shall fulfill all requirements set forth herein and shall extend for a period of three (3) years following acceptance by the Commonwealth of the Certificate of Completion.
- r. In the event that the Project involves removal of asbestos or other hazardous materials, the Small GESA Contractor shall coordinate any asbestos/hazardous material testing and sampling with the Commonwealth's Environmental Consultant. All costs associated with such testing/sampling shall be the responsibility of the GESA Contractor.
- s. Under no circumstances shall the successful Small GESA Contractor limit its liability to the amount of its primary comprehensive general liability policy limits.
- t. The Small GESA Contractor shall be required to obtain and maintain throughout the course of the Project any insurance coverage beyond that

listed above that may be necessary due to the scope of work encompassed within this Project.

- u. The Commonwealth does not warrant or represent that coverages and limits required here and in the General Conditions are appropriate or adequate to protect the GESA Contractor. Providing coverage in these stated minimum limits shall not be construed to relieve the Small GESA Contractor from liability in excess of such limits. All deductibles, co-insurance requirements, and self-insured retention amounts must be disclosed and are subject to acceptance by DGS. The cost of any claim payments falling within the deductible shall be the sole responsibility of the GESA Contractor

- 1.33 Compliance with Coal Act (71 P.S. §650).**The Small GESA Contractor must comply with the provisions of Act 28 of April 9, 1990 (71 P.S. §650) that requires heating systems or heating units installed in state-owned facilities to be fueled by coal unless exempted by the Secretary of the Department of General Services as provided for under the Act.
- 1.34 Prevailing Wage Act** This project is subject to the prevailing wage rate laws and regulations for public work in accordance with the "Pennsylvania Prevailing Wage Act" Act of 1961, P.L. 987, No. 442 of the Pennsylvania State Labor Law. The Small GESA Contractor must comply with the prevailing wage rate laws on each project.
- 1.35 Public Works Employment Verification Act.** As a pre-condition to the award of contract, the Small GESA Contractor will be required to be in compliance and remain in compliance with the Public Works Employment Verification Act ('the Act'). This Act requires that all public works contractors and subcontractors utilize the Federal Government's E-Verify program ("EVP") operated by the U.S. Department of Homeland Security, to ensure that all employees of firms performing work on public works projects are authorized to work in the United States. The Small GESA Contractor will ensure that all subcontracts contain notification of the applicability of the Act, information regarding the use of EVP and either a copy of the actual form or a link to the DGS website containing the form. The Small GESA Contractor will also ensure that prior to beginning onsite or offsite work, every subcontractor shall submit a completed form to the Funding Agency. Additionally, the Small GESA Contractor and all subcontractors shall utilize EVP to verify the employment eligibility of each new employee hired, whether the new employee will be performing on site or offsite work, within five (5) business days of the employee's start date and shall maintain documentation of continued compliance with the Act for the entire duration of the Small GESA Contract.



**1.36 Calendar of Events:**

<b>Activity</b>	<b>Date</b>
Notice to Proposers and RFP Issued	December 1, 2016
Pre-Proposal Conference	<i>11:00 AM on December 13, 2016</i>
Proposers' Deadline to Submit Questions	<i>January 25, 2017</i>
DGS' Deadline to Issue Bulletins	<i>February 1, 2017</i>
<b>Proposal Submission Deadline</b> Rebecca Tomlinson Issuing Officer 403 North Office Building 401 North Street Harrisburg, PA 17120	<i>By 11:00 a.m. on February 10, 2017</i>
Anticipated Date for Interviews with Proposers who received sufficient Technical Submission points	<i>February 23 &amp; 24, 2017</i>
Anticipated Date for Announcement of Successful Proposer	<i>March 3, 2017</i>

**END OF PART 1**

## PART 2

### Proposal Format and Required Information

#### 2.1 Proposal Submission.

A Maintaining the confidentiality of the Submission information is critical, which is why the submission information must be sealed separately. DGS will reject as non-responsive any submission that is not submitted in separately sealed parts. There will be no opportunity for a Proposer to resubmit the proposal after the Proposal Submission Date. Each proposal shall consist of the following 3 **separately sealed parts**:

- **Technical Submission (4 copies and 1 CD); and**
- **ECM/Cost Submission (4 copies); and**
- **Small Diverse Business Submission (1 copy)**

B The Commonwealth may make such investigations deemed necessary and the Proposer shall furnish to the Commonwealth all such information and data for this purpose as requested by the Commonwealth. The Commonwealth reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commonwealth that such Proposer is properly qualified to carry out the obligations of the Small GESA Contract. By submitting a Proposal, the Proposer agrees to the terms and conditions stated in this RFP. For this RFP, the Proposal Submission, as submitted, must remain valid for 60 calendar days after the Proposal Submission Date and then become part of the Contract Documents.

#### 2.2 Technical Submission Requirements

A The Proposer shall submit four (4) hardcopies and one (1) electronic version of the Technical Submission on a compact disc in a separately sealed envelope/package.

One of the four (4) hardcopies of the Technical Submission must include one (1) signed original of the following (which do not count toward the sheet/page limit):

1. Proposal Signature Page signed; and
2. Non-Collusion Affidavit signed and notarized.

B **For ease in DGS' reviewing purposes, the first two pages of the Technical Submission should be the Proposal Signature sheet. The third and fourth pages of the Technical Submission should be the Non-Collusion Affidavit.**

C Proposers shall not include cost information (ECMs and construction cost or energy savings) for this Project in the Technical Submission. This separation ensures that the Evaluation Committee's scoring of the Technical information is not tainted by knowing any of the Proposer's costs for this project. Cost information for other projects that the Proposer worked on, including project

budget and actual costs, may be included in the Technical Submission. Small Diverse Businesses may be identified as such in the Technical Submittal, so long as no cost information is revealed.

**D DISCUSSION OF METHODOLOGY FOR DESIGN/IMPLEMENTATION OF ECMS FOR THIS PROJECT**

1. The remainder of the Technical Submission (which is suggested to be between 15 or 20 pages only) is for the Proposer to provide a detailed description of the Proposer's technical plan to design and implement ECMS on this Small GESA project. The description shall focus upon methodology for project specific ECMS. The discussion should include a discussion of interaction with the Funding Agency, the design process, ability to create and maintain a CPM schedule, quality control practices throughout the phases of the project, approach to commissioning, methodology for creating the appropriate Measurement and Verification plan using the IPMVP (International Performance Measurement & Verification Protocol) standards, training and close-out procedures. The description should also discuss the Proposer's guaranteed savings reconciliation practices. Proposers should refer to the Scoring Matrix (which is included as an Appendix) for details on how this information will be scored.

**E DEFINITION OF SHEET/PAGE AND FONT SIZE LIMITS:**

1. A "sheet" means 1 piece of paper, consisting of 2 pages (front and back). A "page" means the 1 side of a sheet. Text font should not be smaller than Times New Roman 11 point. Proposers are advised to take notice of suggested number of sheets/pages.

**2.3 ECM/Cost Submission**

- A Each Proposer shall submit four (4) hardcopies of the ECM/Cost Submission. All four copies shall be sealed in a single envelope/package, separate from the Technical and Small Diverse Business Submissions. Proposers will be interviewed by the Scoring Committee and scored on the basis for their ECM/cost information, the transparency of the calculations and the clarity and reasonableness of estimated amounts by which energy or operating costs would be reduced. **Proposers should refer to the ECM/Cost Submission Scoring Matrix (which is included as an Appendix) for details on how this information will be scored, including a breakdown of the points allotted for individual categories.**

1. The ECM/Cost Submission should be limited to 20 pages. An appendix (with no suggested page limits) can be included with the ECM/Cost Submission to provide all the energy savings calculations.
2. **Energy Conservation Measures and Costs.** Information considered in this submission includes depth of the proposed solution for the facility, including the energy conservation measure descriptions, selected equipment, proposed energy cost savings, proposed energy baseline and adjustment factors, and proposed method and schedules for annual energy audit and

verification of energy and operational cost savings. Although the Evaluation Committee will score specifically using the Scoring Matrix, each scorer will consider in general the degree to which the proposal addresses or discusses the following:

- a. The Comprehensive Energy Audit that will be conducted for this Project after the selection of the Small GESA Contractor. The proposal must include information on the systems that will be covered, the personnel to be involved, the general method to be used and the time frame for completion of each item. The proposal must detail the Proposer's methodology for the calculation of the baseline. The utility usage data will be provided as an appendix to this RFP. The proposal should describe in detail the method used to compute the energy baseline. The proposal should also establish the timeline to commence and complete the audit, which should be reflected in the RFP Project Schedule.
- b. Proposed energy efficiency measures, providing a preliminary assessment of the energy efficiency opportunities available based upon the information provided in this RFP and the site visit. List the energy efficiency measures to be implemented under the proposal with the estimated implementation cost and the energy cost savings, including detailed energy savings calculations. If there is a reason a proposed ECM listed in the Appendix to this RFP by the Commonwealth is not included in the scope of the proposal, the Proposer must provide a detailed explanation as to why the ECM was excluded from the scope.

**Failure to include the estimated cost and cost savings or to discuss why the ECM should not be included will result in a five (5) point deduction the ECM/Cost submission score for each ECM not included or discussed.**

- c. Provide annual financial projections for the length of the contract, to a maximum of 12 years using a discount rate of 3% and assume an interest rate of 3% and also assume payments will be made on a monthly basis. The format should include the following:
  - (1). Annual energy costs without improvements;
  - (2). Annual energy costs with improvements;
  - (3). Annual energy cost savings (A-B)
  - (4). Payments for financing equipment
  - (5). Payments for monitoring and maintenance services
  - (6). Net annual benefit
  - (7). Cumulative cash flow

(8). Net Present Value of cash flow

- d. The ongoing project monitoring and maintenance services Proposer will provide. Specifically discuss the personnel including identity of supervisor responsible, schedules, conditions, equipment covered and extra costs (if any) of providing scheduled preventive maintenance, warranty work, emergency service, training of DGS staff and monitoring of energy use. There will not be a service contract.
- e. The degree to which the proposal demonstrates the technical feasibility, suitability, reasonableness, comprehensiveness and acceptability of the proposed ECMs, including the proposed equipment and level of quality of said equipment for the proposed savings.
- f. The degree to which the proposed energy analysis demonstrates sound engineering principles and the reasonableness of the proposed savings.
- g. The degree to which the proposed Measurement and Verification (M&V) plan adheres to all M&V protocol standards and demonstrates scalability for measurement and verification of the proposed energy baseline, adjustment factors and energy cost savings.

**3. Detailed Energy Audit Pricing Methodology**

- a. Provide a detailed explanation of Proposer's Energy Audit pricing methodology for this specific project, including an estimate of the costs for the Investment Grade Audit (covering the Core ECMs only). Based upon the limited scope and dollar value of the project, the Investment Grade Audit should have a maximum 45-day turn-around time. This time period commences as of the date DGS convenes the Initial Project Meeting, which shall be shortly after the effective date of the Investment Grade Audit Contract.

(9). This explanation shall be in terms of dollars, not a percentage.

(10).The explanation should include a thorough discussion of how the methodology will comply with the format set forth in the Pricing Submission form submitted with the AFQ.

(11).The Scoring Committee will score based upon the reasonableness and transparency of the pricing methodology of these costs.

**4. Guaranteed M & V Pricing Methodology**

- a. Provide a detailed explanation of Proposer's Guaranteed Savings Measurement and Verification pricing methodology for this specific project.

(12).This explanation shall be in terms of dollars, not a percentage.

(13).The explanation should include a thorough discussion of how the methodology will ensure compliance with DGS' Design Manual, General Conditions and the IPMVP. The Design Manual, General Conditions and Administrative Procedures are included as Appendixes to this RFP.

(14).The Scoring Committee will score based upon the reasonableness and transparency of the methodology of these costs.

## 2.4 Small Diverse Business Submission

- A Each Proposer shall submit one (1) copy of its Small Diverse Business Submission in a sealed envelope separate from the Technical and ECM/Cost Submissions. A value for each ECM with its associated Small Diverse Business participation percentage should be entered into the Small Diverse Business Submission Form. If no form is submitted or if the submitted form is left blank, DGS will presume that the value is 0% for each ECM and the submission will be scored accordingly. If a Proposer commits to 0%, the proposal will not be rejected as non-responsive, but the Proposer will receive 0 points for their Small Diverse Business Submission.
1. The Small Diverse Business Submission percentage per ECM represents the dollar value the Small GESA Contractor will pay to Small Diverse Businesses for that ECM in accordance with the calculation in section D below.
  2. Small Diverse Businesses may provide a wide variety of services and supplies on any Small GESA project. Commitments include payments beyond the initial tier of subcontractors and suppliers ("trickle down" until payments are made to a SDB) and may also include design costs.
  3. The Small Diverse Business Submission percentage for each Core ECM will apply to the value of each ECM included in the Small GESA Contract. **Deletion of a core ECM will also delete that ECM's SDB percentage. Any SDB commitments on non-core ECM's will not count toward the overall commitment percentage.**
  4. The Proposer should recognize that:
    - a. Small Diverse Business subcontractors performing at least 60% of the subcontract with their own employees will be credited toward the provided Small Diverse Business percentage at 100% of the total dollar value of the subcontract/supply contract. Any Small Diverse Business subcontract where the subcontractor performs less than 60% of the subcontract will not be credited.
    - b. Small Diverse Business manufacturers are credited at 100% of the total cost of the materials or supplies purchased.
    - c. For each Small Diverse Business which is a supplier, the Proposer shall specify whether that supplier is a stocking or non-stockings supplier.

- (1). Stocking suppliers will be credited at 60% of the total cost of the materials or supplies purchased.
- (2). Non-Stocking suppliers, are credited at only the amount of the fee or commission charged by the Small Diverse Business non-stocking supplier for assistance in the procurement of the materials and supplies provided the fees or commissions are reasonable and not excessive as compared with fees customarily allowed for similar services and with the understanding that under no circumstances shall the credit, for a Small Diverse Business non-stocking supplier, exceed 10% of the purchase order cost.

**End of Part 2**

## PART 3

### Scoring Process and Criteria for Selection

#### 3.1 Competitive Sealed Proposal Award.

- A If the Commonwealth selects a Proposer, the selection will be made only to the responsive and responsible Proposer whose proposal conforms to the requirements of this RFP and receives the highest overall score by the Scoring Committee in accordance with the Scoring factors, procedures, and criteria set forth in this RFP.

#### 3.2 Selection Formula.

- A The Issuing Officer will use the following formula to calculate the Proposal Score for each responsive and responsible proposal. The selected Proposer will be the Proposer whose proposal has obtained the highest Total Proposal Score. The maximum Proposal Score is 500.

$$\begin{array}{r} \text{Technical Submission Score} \quad \times (.40) \\ + \\ \text{ECM/Cost Submission Score} \quad \times (.40) \\ + \\ \underline{\text{SDB Submission Score} \quad \times (.20)} \\ \text{Total Proposal Score:} \end{array}$$

#### 3.3 Proposal Scoring Process:

- A The proposals will be evaluated by the Scoring Committee comprised of three scoring members. The Committee will also include a non-scoring representative from DGS' Office of Chief Counsel (OCC) and the non-scoring Issuing Officer.
- B After the Proposal Submission date, a representative from OCC will assist a representative of DGS' Public Works Bidding Unit in opening each proposal. The OCC representative will conduct a Proposal Compliance Review, the purpose of which is to determine each proposal's compliance with the Mandatory Proposal Requirements, including noting violations of page limits and appropriate deductions.
- C After the OCC/Bidding Unit representative determines the responsiveness of all the proposals received, the OCC representative will forward the Technical Submissions to the Issuing Officer. The ECM/Cost Submissions and the Small Diverse Business Submissions will remain sealed until the Scoring Committee has completed its Scoring of the Technical Submissions. The Issuing Officer will not distribute the Technical Submission for any proposal that has been deemed non-responsive.

##### 1. Technical Submission Scoring

- a. Each Scoring Committee member will receive responsive proposals shortly after the submission date. Each member will independently evaluate and score every Proposer's Technical Submission using the same Scoring Matrix included as an appendix to this RFP and will forward the scores to the Issuing Officer. The Technical Submission maximum score is 500 points.



- b. The Issuing Officer will convene a meeting of the Scoring Committee to calculate the Total Technical Score for each proposer and determine which, if any, Proposers met the minimum score requirements. All Committee Member's scores will be averaged, resulting in a Total Technical Score for each Proposer.
  - (1). The Total Technical Scores of the proposers will not be revealed outside the Scoring Committee until after DGS issues the Notice of Selection.
  - (2). The Proposer's Total Technical Score will be used by the Scoring Committee in determining the successful proposer.
  - (3). Proposers receiving a Total Technical Score less than 70% of available points (less than 350) will be rejected as non-responsive and will not be considered for award of the Small GESA contract. These Proposers will be notified by letter of their rejection.
  - (4). The Total Technical Score will be final and will not be adjusted as a result of the interview process.

## **2. Interview Process**

- a. Every Proposer who receives 70% of the available Technical Submission points will be notified by letter regarding the date and time scheduled for interviews with the Scoring Committee to discuss their ECM/Cost submission.
  - (1). The interviews will be in Harrisburg and will be set for the same location and duration for each Proposer.
  - (2). The Scoring Committee, the Issuing Officer and the OCC representative will attend each interview with the Proposers.
  - (3). Each interview will focus upon an in-depth discussion of the Cost Submission.
  - (4). Scoring Committee members will not finalize or submit Cost scores for any proposal until after all interviews have been completed.
  - (5). After the interview process is complete, each Scoring Committee member will independently score each ECM/Cost Submission using the scoring matrix included as an appendix to this RFP.
  - (6). The Issuing Officer will convene a meeting of the Scoring Committee to calculate the ECM/Cost score for each Proposer. All Committee Member's scores will be averaged for each Proposer.
  - (7). Once the Total ECM/Cost Submission scores are finalized, the Small Diverse Business Submissions will be opened by the Issuing Officer.

## **3. Small Diverse Business Submission Scoring**

- a. Proposals shall be scored on an objective basis, based upon their individual percentages of commitments. The Proposer with the highest percentage will receive the most points. The other Proposers will receive a points based upon the formula set forth in the applicable scoring paragraph of the RFP. Proposers acknowledge that this commitment percentage per ECM constitutes a material element of the scoring for this RFP and will be included as the binding percentages of the Small GESA Contract. Failure to meet or exceed the percentages may be deemed to be a breach of contract.

$$500 - (500 \times \frac{\text{Highest Proposer's SDB \%} - \text{Proposer's SDB \%}}{\text{Highest Proposer's SDB \%}})$$

#### 4. **Total Proposal Score and Recommendation Memo**

- a. When the Issuing Officer and the Scoring Committee members have calculated the Small Diverse Business Submission scores, the Issuing Officer will calculate the Total Proposal Score using the Selection Formula set forth in this RFP.
- b. The Issuing Officer will submit a recommendation memo identifying the successful proposer to the Deputy Secretary for Public Works for DGS and the Secretary of DGS for review and approval.
- c. DGS will issue a written Notice of Selection to the Proposer whose proposal is determined to be the most advantageous to the Commonwealth in accordance with the Scoring factors, procedures and criteria set forth in this RFP.
- d. DGS will post the following information on the DGS Public Works website after the Notice of Selection is issued:
  - (1). The successful Proposers' Technical Submission
  - (2). The successful Proposers' Total ECM/Cost Submission
  - (3). The successful Proposers' SDB Submission
  - (4). All Proposers' Proposal Score Summary but only the successful Proposer's identity revealed on the spreadsheet.
  - (5). The Issuing Officer's Recommendation Memo.

**END OF PART 3**

## PART 4

### Work Statement

#### 4.1 General Description of the Project Scope

- A The objective of this RFP is to solicit proposals for a project to assist the Department of General Services to become as energy efficient as possible at the Selinsgrove Center, in Selinsgrove PA through installation of energy conservation measures, upgrades, and implementation of optimal operation and maintenance procedures. DGS wishes to implement the proposed comprehensive energy project on an energy performance contract basis. Only proposals that evidence a return of investment of less than 10 years, reduce real energy consumption, and are funded under a guaranteed performance basis will be considered by the Commonwealth.
- B The Project goals include, but are not limited to the following, which are listed in no particular order of importance:
- Improving utilization of technology;
  - Collecting and managing building/facility information in 'real time';
  - Minimizing financial and technical risk to the Commonwealth;
  - Establishing current base usage for electricity;
  - Reducing energy usage; and
  - Reducing operating costs
- C Savings or guarantees provided by the successful Proposer must fully offset the Project costs involved for the Commonwealth.
- D The Commonwealth will issue a separate procurement to obtain financing for the Small GESA Contract to obtain the lowest cost possible.
- E The Funding Agency will finance and own any new equipment installed as a result of this project. DGS reserves the right to consider its options relative to the purchase, finance and ownership of any new equipment installed. Proposals shall include the Proposer's services in connection with such arrangements. **All services shall be stated separately.**

#### 4.2 Engineering Services.

- A The successful Proposer, who shall become the Small GESA Contractor upon the effective date of the Investment Grade Audit (IGA) Contract or the Small GESA Contract, shall use the services of the Small GESA Contractor's in-house or Retained Professional to prepare the IGA and the plans and specifications for all Energy Conservation Measures (ECM) proposed, reviewed and accepted by the Commonwealth. The Small GESA Contractor will provide the Small GESA Contractor's Retained Professional with design details. DGS, the Funding Agency and the Small GESA Contractor will review for approval the final plans and specifications.

### 4.3 Project Parameters.

- A Proposals are requested for the provision of services for the reduction of energy consumption and for maintenance and operational savings and services on a performance contracting basis at facilities owned by the Funding Agency. Specifically, the Small GESA Contractor selected as a result of this RFP will be expected to provide comprehensive energy and design services at DCNR Western Region Parks, including but not limited to:
1. Performance of an Investment Grade Audit Report;
  2. Proposal must contain a statement from the Proposer that the total energy savings projected in the final scope of work will be at least 95% of the savings projected in the proposal, the actual ECM costs shall be within 10% of the costs listed in the IGA, and that the project will be self-funded over the financial term of the project (maximum term of 12 years.);
  3. Small GESA Contractor must adhere to all applicable codes and standards;
  4. Services in connection with the design and specification of equipment and systems to be used in providing energy efficiency services;
  5. Procurement and installation of new equipment and refurbishing existing equipment. All new and refurbished equipment must be consistent with the existing equipment of the Commonwealth;
  6. Commissioning of the equipment, as per USGBC-LEED and ASHRAE Guideline 1.1-2007 standards;
  7. Preventive and emergency maintenance and servicing of the equipment installed through the warranty period;
  8. Staff training;
  9. Energy savings performance guarantees;
  10. The Small GESA Contractor must work cooperatively with facility management and the Commonwealth in coordinating this Project;
  11. The Small GESA Contractor has the obligation to determine if hazardous materials/wastes will be disturbed or handled/disposed of in performing the project. Hazardous materials/wastes include, but are not limited, to asbestos, lead paint, mercury and PCBs. If hazardous materials/wastes must be disturbed, removed and/or remediated and/or disposed of, the Small GESA Contractor must advise the Commonwealth beforehand and perform such activities in accordance with all Federal and State regulations and pay for the cost of said activities out of the Project savings. A copy of the Hazardous Material Management Plan will be made available upon request for use as a guide to ACBM in the various buildings. If a management plan is not available, the Small GESA Contractor must test all suspect asbestos or lead painted surfaces prior to disturbance;

- a. **Note:** The replacement of equipment or disturbance of materials is the Small GESA Contractor's responsibility and must be performed in a manner that prevents the release of asbestos, lead, PCB's, mercury, and/or other hazardous materials and provide for their proper disposal. The Commonwealth requires a chain of custody of all materials from source removal to disposal.
12. Operating and Maintenance (O&M) costs shall not be included in cash flow or ECMs Estimates of Operating and Maintenance cost unless agreed to by the funding agency and DGS. If not agreed to the savings may be listed for informational purposes only;
13. Interest or Discount Rates shall be assumed to be 3.0%;
14. Financing term and overall Project shall be assumed to be a 12-year period;
15. One percent (1%) escalation of energy cost per year is permitted;
16. No escalation of Project costs or maintenance costs;
17. Identification of and obtaining all available financial incentives or rate reductions from companies supplying oil, gas, electricity, or transmission or distribution service for gas or electricity. Identifying and obtaining all government incentives, aid, or other benefits;
18. List estimate of available rebates. If the Small GESA Contractor is receiving the rebates, subtract estimated rebates from Total Project Cost to determine Net Project Cost upon which lease payments are based;
19. Base price for heating oil should be the actual market price paid by the Commonwealth over the last 12 months;
20. Heating season should be generally assumed to be October 1st to May 1st;
21. Cooling season, as applicable should be generally assumed to be May 1st to October 1st;
22. Actual baseline operation hours must be determined for each building and area and refined during the audit process by the Small GESA Contractor;
23. Assume one year of interest accrual for the construction period in Small GESA Contractor's financial Pro-Forma;
24. Use the Commonwealth's most recent provided fiscal year as the baseline for your energy usage in the project response;
25. As discussed in further detail in the General Conditions, provide written documentation no later than project close-out to Funding Agency of the system and installation, including but not limited to:
  - a. Test Results;

- b. Equipment specifications;
  - c. Authority over all sequence of operations;
  - d. Multiple licenses and software;
  - e. Back-up copies of all software programming provided on non-magnetic media;
  - f. All documentation, maintenance manuals, and as-builts; and
  - g. System configurations and equipment locations.
26. Include Measurement and Verification (M&V) costs for 3 years as part of your proposal. M&V methods must be in accordance with the International Performance Measurement and Verification Protocol (IPMVP) as appropriate. Indicate in your RFP response the M&V Option being employed for each measure. At no time may measures be simply noted as “stipulated savings”.

#### 4.4 Scope of Work.

- A **The “Core Energy Conservation Measures”** set forth in the Appendix to this RFP must be considered and discussed as part of every proposal. If an item is considered, but determined not feasible for inclusion in the Project, the Small GESA Contractor must provide a narrative explaining why the ECM is not feasible.
- B In addition to the “Core ECMs”, the Small GESA Contractor may identify additional cost effective ECMs that can be taken to reduce consumption and costs for heating, cooling, ventilation, lighting, water heating and other energy uses in each facility. The proposal should address consumption of all energy sources including oil, gas and electricity. Measures may involve controlling, modifying, adding or replacing equipment and systems. The Small GESA Contractor shall establish consumption levels for all current services as a baseline for measurement of savings.
- C The Commonwealth reserves the right to negotiate the final scope of ECMs with the successful Proposer as further described in this RFP.
- D The Commonwealth’s final scope of work will reflect an acceptable project without out-of-pocket expense, deficit or negative cash flow at any time during the project term, as opposed to a maximization of cash flows. **Proposals shall guarantee recovery of contract costs from energy savings realized by the Commonwealth during the term of the Small GESA Contract, which shall not exceed twelve years.**
- E Each building, including all portables, identified in this solicitation must be evaluated for any potential savings.

- 4.5 **Conditions To Be Maintained** The following energy end use conditions must be maintained at the facility. Any efficiency measures proposed must allow for the maintenance of these conditions, as well as comply with State Code and all requirements of the Funding Agency:

- A Minimum Temperature: Temperatures in occupied areas during the hours of 6:00AM TO 6:00PM must be maintained at no less than 68 degrees F during the heating season or during scheduled activities. Unoccupied setback must be no less than 63 degrees F.;
- B Maximum Temperature: Temperatures in occupied areas during the hours of 6:00AM TO 6:00PM or during scheduled activities must be maintained at no more than 76 degrees F during the cooling season (where air conditioning equipment is located). Unoccupied setback must be no more than 80 degrees F.;
- C Indoor and Outdoor Lighting: Funding Agency's lighting level standards must be maintained. Spaces shall be considered "Occupied" from 6:00AM to 6:00PM and during scheduled activities, except for Security lighting and night lighting, which shall be "Occupied" 24/7;
- D Air Changes/Ventilation Requirements: Within code at all times, including ASHRAE standards for fresh air ventilation: and
- E Existing ventilation code requirements not met shall be identified as such. Failure to do so will subject bid to be non-compliant.

The Commonwealth reserves the right to increase or decrease the minimum and maximum temperatures provided above.

## **END OF PART 4**

# **APPENDIX A**

## **Proposal Signature Page**



## **Proposal Signature**

**Proposer's Representations and Authorizations.** Proposer by signing on the signature page and submitting its proposal understands, represents, acknowledges and certifies that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. § 4904.
- b. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- c. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- d. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- e. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- f. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government. If the Proposer has received, within three years of the issuance of this RFP, a Notice of Default from the Commonwealth, other state or the federal government, then the Proposer shall submit, as part of the Technical Submission, seven copies of a written explanation of why such Notice of Default was issued. This written explanation shall not exceed 1 sheet (2 pages) and shall not count towards the sheet and page limit established for the Technical Submission of the proposal.
- g. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.

- h. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commonwealth information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.
- i. Until the awarded Small GESA Contractor receives a fully executed and approved written contract from the Issuing Office there is no legal and valid contract, in law or in equity, and the Small GESA Contractor should not begin to perform.
- j. The total energy savings projected in the final scope of work will be at least 95% of the savings projected in the proposal and that the project will be self-funded over the financial term of the project (maximum term of 20 years.)
- k. Proposer agrees and certifies in accordance with the enclosed Commonwealth of Pennsylvania:
  - Nondiscrimination/Sexual Harassment Clause
  - Tax Liability Certification
  - Americans Disabilities Act
  - GESA Contractor Integrity Provisions
  - GESA Contractor Responsibility Provisions
  - Environmental Statement
  - Compliance with State and Federal Statutes, Rules and Regulations
  - Non-Collusion Affidavit

I am authorized to sign this proposal on behalf of the Proposer and I agree and state that \_\_\_\_\_ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Legibly

\_\_\_\_\_  
Title

# **APPENDIX B**

## **Non-Collusion Affidavit**

## **INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT**

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this proposal. According to §4507 of the Commonwealth Procurement Code, 62 Pa.C.S. §4507, governmental agencies may require Noncollusion Affidavits to be submitted with proposals.
2. This Non-collusion Affidavit must be executed by the member, officer, or employee of the Proposer who makes the final decision on prices and the amount quoted in the proposal.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents and an affidavit must be submitted separately on behalf of each party to the joint venture.
5. The term “complementary proposal” as used in the affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to submit an affidavit with the Proposal in compliance with these instructions may result in disqualification of the proposal.

**NONCOLLUSION AFFIDAVIT**

DGS Project Number: \_\_\_\_\_

State of \_\_\_\_\_:

County of \_\_\_\_\_: s.s.

I state that I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. \_\_\_\_\_ (Name of Firm) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing and/or bidding on any public contract, except as follows:  
\_\_\_\_\_

I state that \_\_\_\_\_ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signatory's Printed Name)

\_\_\_\_\_  
(Signatory's Title)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires  
\_\_\_\_\_

# **APPENDIX C**

**Small Diverse Business**

**Submission Form**

**Submit 1 original in a sealed envelope separate from the  
Technical Submission and the ECM/Cost Submission**

After examination of the contract documents, which are made a part hereof as if fully set forth herein, the Proposer commits to the following percentage for Small Diverse Business participation on this project. The Proposer understands the language in the RFP regarding the calculation of the percentage.

**Project:** Small GESA Project \_\_\_\_\_

Proposer (Firm) Name  
\_\_\_\_\_

**Commitment for Small Diverse Businesses for each ECM:  
(FILL IN)**

ECM	Dollar Value of ECM	% SDB Commitment	Dollar Value SDB Commitment (\$ Value of ECM x % Commitment)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
<b>TOTAL</b>		N/A	

$$\text{Proposer's SDB \%} = 100 \times \frac{\text{Total Dollar Value SDB Commitment}}{\text{Total Dollar Value of ECMs}}$$

\_\_\_\_\_ %  
(Figure)

\_\_\_\_\_ Percent  
(Written)

# **APPENDIX D**

## **Mandatory Requirement Checklist**



## RESPONSIVENESS CHECKLIST

RFP for Project No. : \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Office of Chief Counsel Rep.: \_\_\_\_\_ Date: \_\_\_\_\_

Bidding Unit Rep.: \_\_\_\_\_ Date: \_\_\_\_\_

### Mandatory Submittal Requirements

Indicate in the spaces provided if the proposal meets each of following mandatory proposal requirements. Any Proposal that has a "No" checked will be rejected as non-responsive.

Mandatory requirements	Yes	No
Technical, ECM/Cost, and SDB Submissions included and separately sealed	<input type="checkbox"/>	<input type="checkbox"/>
Non-Collusion Affidavit properly completed and notarized	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Signature properly completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
Technical Proposal contains no project specific Cost Submission Information	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

## **APPENDIX E**

### Scoring Committee Scoring Matrices

<b>Small GESA-4 Technical Submission Scoring Matrix</b>	
<b>Description</b>	<b>Points</b>
<b>Project Management Team</b>	<b>40</b>
Organizational Chart clearly depicts hierarchy and reporting structure of the core project team members with specific individuals named with roles.	10
Proposal demonstrates a successful history of working relationships on past projects by core project team members.	10
Proposal describes the specific and meaningful roles fulfilled by core members.	10
Established history of working relationship between Proposer, the Retained Professional, and selected subcontractors on GESA projects.	10
<b>Work Plan for this Project</b>	<b>120</b>
Proposal contains a detailed description of how the Proposer will coordinate with DGS and the Funding Agency.	10
Proposal demonstrates a thorough understanding of the design process and sets forth how the Proposer will coordinate with the Retained Professional.	15
Proposal demonstrates a thorough understanding of the design process on Small GESA projects using the DGS Procedure Manual.	15
Proposal identifies design issues and describes how to manage and execute the Project.	15
Proposal thoroughly describes construction challenges and proposed solutions.	10
Proposal thoroughly describes a construction plan, including site operations, logistics, lay down areas and a detailed discussion about how to execute the project in a downtown location.	15
Proposal demonstrates a thorough understanding of scheduling and construction practices using DGS' General Conditions and Administrative Procedures.	5
Proposal describes project safety plan and monitoring.	5
Proposal describes an effective Quality Control Plan.	5
Proposal clearly describes Proposer's methodology for Commissioning this project.	5
Proposal describes training of Funding Agency personnel, manuals, occupancy permits, commissioning and final close-out approach.	10
Proposal clearly describes Proposer's methodology for creating the appropriate Measurement and Verification plan.	10
<b>Critical Path Schedule</b>	<b>40</b>
Narrative clearly identifies and discusses critical aspects of the schedule, associated risks and the process to ensure achievement of critical milestone dates.	25
CPM sets forth a logical progression of critical path, including at least the Notice of Award, duration and submission date of Energy Audit Report, full execution of Energy Contract, permits submission and approval dates, durations of on-site work, commissioning and training.	10

CPM integrates and coordinates construction with local utilities, subcontractors, equipment suppliers and Funding Agency facility personnel.	5
<b>Qualifications, Experience &amp; Past Performance</b>	<b>300</b>
Proposal clearly explains the qualifications and experience of all core members, including project specific roles and not generalized work performed on projects.	75
Proposal provides a detailed explanation of qualifications and experience for core members on LED conversions and HVAC controls projects.	40
Proposal clearly identifies the Retained Professional's individual core personnel and clearly establishes the Retained Professional's ability to complete energy projects involving LED conversion and HVAC controls.	75
Proposal demonstrates the Retained Professional's readiness and commitment of personnel.	15
Proposal clearly establishes Subcontractors' ability to complete Small GESA projects since 2010 with the team identified in this proposal.	75
Subcontractors' Qualification demonstrates readiness and commitment of personnel.	20
<b>Total</b>	<b>500</b>

<b>Small GESA-4 ECM/Cost Submission Scoring Matrix</b>	<b>Points</b>
<b>Energy Conservation Measures</b>	<b>200</b>
Every ECM described in Appendix document is either calculated into the project scope or the Proposer set forth a detailed justification for exclusion of the ECM.	50
Proposal provides a preliminary assessment of the ECMs, including a detailed estimate of implementation costs and energy cost savings (including detailed calculations) for each ECM.	60
Proposal thoroughly demonstrates the technical feasibility, suitability, reasonableness, comprehensiveness and acceptability of the proposed ECMs, including the proposed equipment and level of quality of the equipment for the proposed savings.	60
Proposal includes additional ECMs not already included in the project.	30
<b>Energy Audit</b>	<b>50</b>
Proposal clearly and thoroughly describes the scope of the Energy Audit, including systems covered, personnel, methodology and schedule milestones.	20
Proposal thoroughly discusses how the Proposer's approach to the Energy Audit will comply with DGS' Energy Audit format.	5
Proposer clearly and thoroughly describes a reasonable and transparent approach to pricing the costs to prepare an Energy Audit for this project.	25
<b>Costs</b>	<b>200</b>
Degree to which the proposed energy analysis demonstrates sound engineering principles and the reasonableness of the proposed savings.	75
Proposer established a reasonable cost for preparing an Energy Audit for this scope of work in compliance with the methodology discussed in the Cost Submission. Proposer thoroughly discussed and supported their cost during the interview.	75
Proposal provides annual financial projections for the length of the contract and each projection appears in the proper format listed in the RFP.	50
<b>Measurement and Verification</b>	<b>50</b>
Degree to which the proposed Measurement & Verification (M&V) plan adheres to all M&V protocol standards and demonstrates scalability for measurement and verification of the proposed energy baseline, adjustment factors and energy cost savings.	10
Proposal clearly and thoroughly describes a reasonable and transparent approach to pricing the costs to measure and verify the guaranteed savings for the entire duration of the project.	20
Proposal clearly indicates the M&V pricing is premised upon design and construction in compliance with DGS' Design Manual and General Conditions and also in compliance with the International Performance Measurement and Verification Protocol (IPMVP).	10
Proposal thoroughly describes the methods, schedule, scope and personnel who will be performing the Measurement & Verification.	10
<b>Total</b>	<b>500</b>

# **Appendix F**

## **Standard Contract Provisions**

## **Standard Contract Provisions**

RIGHT TO KNOW LAW  
NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE  
AMERICANS WITH DISABILITIES ACT  
CONTRACTOR INTEGRITY PROVISIONS  
CONTRACTOR RESPONSIBILITY PROVISIONS  
TAX LIABILITY CERTIFICATION  
STEEL PRODUCTS PROCUREMENT ACT  
ENVIRONMENTAL STATEMENT

## **RIGHT TO KNOW LAW**

1. The PA Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Audit Contract.
2. Unless the Small GESA Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Small GESA Contractor using the Small GESA Contractor information provided by the Small GESA Contractor in SRM [*or* “the legal contact information provided in this Contract”] if the agency needs the Small GESA Contractor’s assistance in any matter arising out of the Right to Know Law (“RTKL”). The Small GESA Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
3. Upon notification from the Commonwealth that the Commonwealth requires the Small GESA Contractor’s assistance in responding to a RTKL request for records in the Small GESA Contractor’s possession, the Small GESA Contractor shall provide the Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the Small GESA Contractor’s possession which arises out of the Contract that the Commonwealth requests (“Requested Information”) and provide such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Small GESA Contractor fails to provide the Requested Information within fourteen (14) calendar days after receipt of such request, the Small GESA Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Small GESA Contractor’s failure, including any statutory damages assessed against the Commonwealth.
4. The Commonwealth’s determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Small GESA Contractor agrees not to challenge the Commonwealth’s decision to deem the Requested Information a Public Record. If the Small GESA Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Small GESA Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Small GESA Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Small GESA Contractor written statement, the Commonwealth still decides to provide the Requested Information, Small GESA Contractor will not challenge or in any way hold the Commonwealth liable for such a decision.
5. The Commonwealth will reimburse the Small GESA Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by

the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

6. Small GESA Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Small GESA Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Small GESA Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Small GESA Contractor has Requested Information in its possession.

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of this Contract, Small GESA Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.



6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of the provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for the violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## **AMERICANS WITH DISABILITIES ACT**

During the term of this contract, Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the Contractor's failure to comply with the provisions of paragraph 1 above.

## **CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - A. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - B. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

- C. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
  - D. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - E. "Financial Interest" means either:
    - i. Ownership of more than a five percent interest in any business; or
    - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - F. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - G. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
- A. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - B. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - C. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
  - D. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract.

Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

- E. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- i. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - ii. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - iii. had any business license or professional license suspended or revoked;
  - iv. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - v. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- F. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- G. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- H. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract,

certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- I. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- J. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## **CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

### **TAX LIABILITY CERTIFICATION**

The Small GESA Contractor, by execution of the Audit Contract:

1. Certifies that the Contractor has no outstanding tax liability to the Commonwealth of Pennsylvania;

2. Authorizes the Department of Revenue to release information related to its tax liability to the Department of General Services; and
3. Authorizes the Commonwealth to set off any state and local tax liabilities of the Contractor or any of its subsidiaries, as well as any other amount due to the Commonwealth from the Contractor, not being contested on appeal by the Contractor, against any payment due to the Contractor under a contract with the Commonwealth.

The certification of no outstanding tax liability is a material representation of fact upon which reliance is placed by the Department in entering into the contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, the Department may find the Contractor in default and terminate the contract. Such erroneous certification may also be grounds for the initiation of civil or criminal proceedings.

### **STEEL PRODUCTS PROCUREMENT ACT – CERTIFICATIONS**

1. In accordance with the Steel Products Procurement Act of March 3, 1978, P.L. 6 as amended (73 P.S. Sections 1881 et seq.), only steel products as defined in the Act shall be used or supplied in the performance of the contract or any subcontracts thereunder.
2. In the performance of the Contract the Contractor, subcontractors, material men or suppliers shall use only: 1) steel products, rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process; and 2) cast iron products made in the United States.
3. The Contractor shall certify that all steel and cast iron products to be used or supplied in the performance of the Contract comply with this Act. No payment will be made to the Contractor for steel and cast iron products until such certification has been received.
4. This section shall not apply in any case where the Deputy Secretary for Public Works of the Department, in writing, determines that steel and/or cast iron products as herein described are not produced in the United States in sufficient quantities to meet the Contract needs.
5. The Department shall not provide for, or make any payments to any person who has not complied with the Act. Any such payments made by the Department to anyone that should not have been made as a result of the Act, shall be recoverable directly from the Contractor, subcontractor, manufacturer or supplier that did not comply with the Act.
6. In addition to the withholding of payments, any person who willfully violates any of the provisions of the Act shall be prohibited from submitting any bids to any public agency for a period of five (5) years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the Act is a subcontractor, manufacturer or supplier, such person shall be prohibited from performing any work or supplying any materials to a public agency for a period of five (5) years from the date of the determination that a violation has occurred.

7. The Contractor shall include the provisions of the Steel Products Procurement Act in every subcontract and supply contract, so that the provisions of the Act shall be binding upon each subcontractor and supplier.
8. Where trade names, catalog numbers and manufacturers of material or equipment are specified, they are mentioned therein for the purpose of establishing a standard of quality, performance and appearance, and for establishing a standard of competitive bidding. The use of this descriptive information will not relieve the contractor from compliance with all aspects of the Act.

### **ENVIRONMENTAL STATEMENT**

1. According to the Commonwealth Procurement Code, Act of May 15, 1998, P.L. 358, No. 57, 62 Pa. C.S. §§ 101-4509, all Requests for Proposals for construction projects issued by any government agency shall set forth any provision of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the projects.
2. The Small GESA Contractor is hereby notified that this Project is subject to those statutes, rules and regulations shown on the following list, and the Work must be carried out in compliance with these statutes, rules and regulations.

### **STATE LAW**

#### **I. Purdon's Statutes - Title 3 (Agriculture)**

Fertilizer Act, Act of Dec. 13, 2001, 3 Pa. C.S.A. § 6701, et seq.

Soil and Plant Amendment Act, Act of Dec. 13, 2001, 3 Pa. C.S.A. § 6901, et seq.

PA Pesticide Control Act of 1973, Act of March 1, 1974 as amended, 3 P.S. § 111.21, et seq.

Agricultural Liming Materials Act, Act of March 17, 1978, as amended, 3 P.S. § 132-1, et seq.

The PA Plant Pest Act of 1992, Act of December 16, 1992 as amended, 3 P.S. § 258.1, et seq.

Noxious Weed Control Law, Act of April 7, 1982 as amended, 3 P.S. § 255.1, et seq.

Conservation District Law, Act of May 15, 1945 as amended, 3 P.S. § 849, et seq.

(Relating to weather modification), Act of January 19, 1968, as amended, 3 P.S. § 1101, et seq.

#### **II. Purdon's Statutes - Title 16 (Counties)**

(Relating to land use), Act of January 13, 1966 as amended, 16 P.S. § 11941, et seq.

### **III. Purdon's Statutes - Title 18 (Crimes and Offenses)**

The Crimes Code, Act of December 6, 1972, as amended, 18 Pa. C.S.A. § 101, et seq.

### **IV. Purdon's Statutes - Title 24 (Education)**

Public School Code of 1949, Act of March 10, 1949, as amended, 24 P.S. § 7-731, et seq.

### **V. Purdon's Statutes - Title 30 (Fish)**

The Fish and Boat Code, Act of October 16, 1980, as amended, 30 Pa. C.S.A. § 101, et seq.

### **VI. Purdon's Statutes - Title 32 (Forests, Waters and State Parks)**

(Relating to water power and water supply permits), Act of June 14, 1923, as amended, 32 P.S. § 591, et seq.

Water Well Drillers License Act, Act of May 29, 1956, as amended, 32 P.S. § 645.1, et sec.

(Relating to Flood Control Districts), Act of August 7, 1936, as amended, 32 P.S. § 653, et seq.

Flood Plain Management Act, Act of October 4, 1978, as amended, 32 P.S. § 679.101, et seq.

Storm Water Management Act, Act of October 4, 1978, as amended, 32 P.S. § 680.1, et seq.

Dam Safety and Encroachments Act, Act of November 26, 1978, as amended, 32 P.S. § 693.1, et seq.

(Relating to Stream Clearance), Act of June 5, 1947, as amended, 32 P.S. § 701, et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134, § 1), as amended, 32 P.S. 741 et seq. *Repealed in Part.* Section 4 of Act 1981, May 1, P.L. 22 No. 9, repeals this section to “the extent it required one of the members of the Interstate Commission on the Potomac River Basin to be a member of the Pennsylvania Commission on Interstate Cooperation.”

(Relating to Schuylkill River pollution), Act of June 4, 1945, as amend., 32 P.S. § 751.1, et seq.

(Relating to Delaware River pollution) Act of April 19, 1945 as amend. 32 P.S. § 815.31, et seq.

Delaware River Basin Compact, Act of July 7, 1961, as amended, 32 P.S. § 815.101, et seq.



Ohio River Valley Water Sanitation Compact, Act of April 2, 1945, as amended, 32 P.S. § 816.1, et seq.

Great Lakes Basin Compact, Act of March 22, 1956, as amended, 32 P.S. § 817.1, et seq.

Brandywine River Valley Compact, Act of September 9, 1959, as amend. 32 P.S. § 818, et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967, as amended, 32 P.S. § 819.1, et seq.

Susquehanna River Basin Compact, Act of July 17, 1968, as amended, 32 P.S. § 820.1, et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985, as amended, 32 P.S. § 820.11, et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968, as amended, 32 P.S. § 5001, et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968, § 2), as amended, 32 P.S. § 5101, et seq.

Bluff Recession and Setback Act, Act of May 13, 1980, as amended, 32 P.S. § 5201, et seq.

Wild Resource Conservation Act, Act of June 23, 1982, as amended, 32 P.S. § 5301, et seq.

## **VII. Purdon's Statutes - Title 34 (Game)**

The Game and Wildlife Code, Act of July 8, 1986, as amended, 34 Pa. C.S.A. § 101, et seq.

## **VIII. Purdon's Statutes - Title 35 (Health and Safety)**

(Related to public eating and drinking places), Act of May 23, 1945, as amended, 35 P.S. 655.1 et seq. *Repealed in Part.* Section 6(b) of Act 1994, repealed this section in so far as it is inconsistent with said act (3 Pa. C.S.A. § 6501, et seq.). §§ 655.1 to 655.11. §§ 655.12a to 655.13a repealed by 2010, Nov. 23, P.L. 1039, No.106, § 8(2)(ii), effective in 60 days [Jan.24, 2011]

The Public Bathing Law, Act of June 23, 1931, as amended, 35 P.S. § 672, et seq.

The Clean Streams Law (Related to the protection of public water supply), Act of June 22, 1937, as amended, 35 P.S. § 691.1, et seq.

PA Safe Drinking Water Act, Act of May 1, 1984, as amended, 35 P.S. § 721.1, et seq.

PA Sewage Facilities Act, Act of January 24, 1966 as amended, 35 P.S. § 750.1, et seq. Repealed in Part. Section 15 of Act 1990, July 1, repealed this section insofar as it relates to fee payments.

PA Solid Waste-Resource Recovery Development Act, Act of July 20, 1974, as amended, 35 P.S. § 755.1, et seq.

(Related to pollution from abandoned coal mines), Act of December 15, 1965 as amended, 35 P.S. § 760.1, et seq.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988, as amended, 35 P.S. § 7130.101, et seq.

(Related to Camp Regulation), Act of November 10, 1959 as amended 35 P.S. § 3001, et seq.

Air Pollution Control Act, Act of January 8, 1960, as amended 35 P.S. § 4001, et seq.

Solid Waste Management Act, Act of July 7, 1980 as amended, 35 P.S. § 6018.101, et seq. *Repealed in Part.* Section 905(b) of Act 1988, Feb. 9, the Low-Level Radioactive Waste Disposal Act (35 P.S. § 7130.101, et seq.), repealed this section insofar as it is inconsistent with said act.

Radiation Protection Act, Act of July 10, 1984, as amended, 35 P.S. 7110.101, et seq. *Repealed in Part.* Section 17(b) of Act 1992, Dec. 18, provides that this section is repealed insofar as it is inconsistent with said act. Section 6(3) of 2007, July 13, P.L. 95, No. 31, imd. Effective, provides that “[a]ll other acts and parts of acts are repealed insofar as they are inconsistent with this act.

Worker and Community Right-to-Know Act, Act of October 5, 1984 as amended, 35 P.S. § 7301, et seq.

### **IX. Purdon's Statutes - Title 36 (Highways and Bridges)**

State Highway Law, Act of June 1, 1945, as amended, 36 P.S. § 670-101, et seq. *Repealed in Part.* Section 4 of Act 1985, July 3, repealed this act insofar as it's inconsistent with said act.

Junkyards and Automotive Recycler Screen Law, Act of July 28, 1966, as amended, 36 P.S. § 2719.1, et seq.

Highway Vegetation Control Act of December 20, 1983 as amended, 36 P.S. § 2720.1, et seq.

### **X. Purdon's Statutes – Title 37 APPENDIX (Historical & Museums)**

History Code, Act of May 26, 1988, as amd, 37 Pa.C.S.A. § 101, et seq.

### **XI. Purdon's Statutes - Title 43 (Labor)**

General Safety Law

(Related to General Safety), Act of May 18, 1937, as amended, 43 P.S. § 25-1, et seq.

Seasonal Farm Labor Act, Act of June 23, 1978, as amended, 43 P.S. § 1301.101, et seq.

## **XII. Purdon's Statutes - Title 52 (Mines and Mining)**

Coal Refuse Disposal Control Act of September 24, 1968, as amended, 52 P.S. § 30.51, et seq.

Surface Mine Land Acquisition & Reclamation Law

(Related to Coal Land Improvement), Act of July 19, 1965, as amended, 52 P.S. § 30.101, et seq.

Mine Fire and Subsidence Remedial Project Indemnification Law

(Related to Mine Fires & Subsidence), Act of April 3, 1968, as amd. 52 P.S. § 30.201, et seq.

PA Anthracite Coal Mine Act, Act of November 10, 1965 as amended, 52 P.S. § 70-101, et seq.

(Related to discharge of coal into streams), Act of June 27, 1913 as amended, 52 P.S. § 631, et seq.

(Caving-in, Collapse, Subsidence), Act of May 27, 1921, as amended, 52 P.S. § 661, et seq.

Anthracite Coal Mining Regulation Law

(Related to Subsidence), Act of September 20, 1961 as amended, 52 P.S. § 672.1, et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 as amended, 52 P.S. § 681.1, et seq. Repealed in Part. Section 16 of Act 1971, Nov. 30, provided that this section repealed insofar as it is inconsistent with Act No. 147.

Anthracite Mine Drainage Law

(Related to control and drainage of water from coal formations), Act of July 7, 1955 as amended, 52 P.S. § 682, et seq.

Bituminous Coal Mine Safety Act, Act of July 7, 2008, 52 P.S. § 690-101, et seq.

(Related to Abandoned Mines – abandoned mines; sealing entries and air shafts), Act of May 7, 1935, as amended, 52 P.S. § 809, et seq.

(Related to maps and plans of mines), Act of June 15, 1911, as amended, 52 P.S. § 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 as amended, 52 P.S. § 1396.1 et seq. *Repealed in Part.* Section 27 of Act 1984, Dec. 19, provides that, except as provided in § 3304 of this title, this section “is repealed to the extent that it applies to the surface mining of minerals other than bituminous and anthracite coal.”

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966, as amended, 52 P.S. § 1406.1, et seq

Bituminous Mine Subsidence in Counties of the Second Class. (Related to cave-in or subsidence of surface above mines), Act of July 2, 1937, as amended, 52 P.S. § 1407, et seq.

(Related to Coal Stripping – Coal stripping Operation Defined), Act of June 18, 1941 as amended, 52 P.S. § 1471, et seq.

(Related to Coal under State Lands – Easements and Rights of Way), Act of June 1, 1933 as amended, 52 P.S. § 1501, et seq.

(Related to Mining Safety Zones – Establishment of Safety Zones), Act of Dec. 22, 1959 as amended, 52 P.S. § 3101, et seq. *Repealed in Part* – Act 1959, Dec. 22, P.L. 1994, No. 729 [52 P.S. §§3101 TO 3109], is repealed to the extent applicable to bituminous coal mines by 2008, July 7, P.L. 654, No. 55, §3101(b)(3), effective in 180 days [Jan. 5, 2009]

(Coal and Clay Mine Coal Subsidence Insurance Fund Law), Act of August 23, 1961 as amended, 52 P.S. § 3201, et seq.

Interstate Mining Compact, Act of May 5, 1966 as amended, 52 P.S. § 3251, et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984, as amended, 52 P.S. § 3301, et seq.

### **XIII. Purdon's Statutes - Title 58 (Oil and Gas)**

Oil and Gas Conservation Law, Act of July 25, 1961 as amended, 58 P.S. § 401, et seq.

PA Used Oil Recycling Act, Act of April 9, 1982, as amended, 58 P.S. § 471, et seq.

Coal & Gas Resource Coord. Act, Act of Dec. 18, 1984, as amended, 58 P.S. § 501, et seq.

(Relates to oil and gas), Act of February 14, 2012, 58 Pa. C.S.A. § 3201, et seq.

### **XIV. Purdon's Statutes Title 63 (Professions and Occupations)**

Water and Wastewater Systems Operators' Certification Act, Act of November 18, 1968 as amended, 63 P.S. § 1001, et seq.

### **XV. Purdon's Statutes - Title 64 (Public Lands)**

PA Appalachian Trail Act, Act of April 28, 1978, as amended, 64 P.S. § 801, et seq.

### **XVI. Purdon's Statutes - Title 71 (State Government)**

The Administrative Code of 1929, Act of April 9, 1929 as amended, 71 P.S. § 51, et seq.

## **XVII. Purdon's Statutes - Title 72 (Taxation and Fiscal Affairs)**

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 as amended, 72 P.S. § 3946.1, et seq.

(Related to pollution control services), Act of March 4, 1971 as amended, 72 P.S. § 7602.1, et seq. Deleted Section 7602.5 by the Act 2000, May 24. *Repealed in Part.* Section 7602.3 of the Act 2007, Dec. 18, was repealed to effectuate the enactment of 35 P.S. § 6021.4.

## **XVIII. Purdon's Statutes - Title 73 (Trade and Commerce)**

Infrastructure Development Act, Act of July 11, 1996, as amended, 73 P.S. § 393.21, et seq.

(Related to Explosives), Act of July 1, 1937 as amended, 73 P.S. § 151, et seq.; *Suspended in Part.* This section is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See* 71 P.S. § 751-35.

(Related to Explosives), Act of July 10, 1957 as amended, 73 P.S. § 164, et seq. *Suspended in Part.* Section 164 is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See* 71 P.S. § 751-35.

Purchase of Black Powder in Contiguous States

(Related to Black Powder), Act of May 31, 1974, 73 P.S. § 169 et seq.

(Related to excavation and demolition), Act of Dec.10, 1974 as amended, 73 P.S. § 176, et seq.

## **XIX. Purdon's Statutes - Title 75 (Vehicles)**

Vehicle Code, Act of June 17, 1976, as amended., 75 Pa. C.S.A. § 101, et seq.

Snowmobile and All-Terrain Vehicle Law, Act of June 17, 1976, as amended, 75 Pa. C.S.A. § 7701, et seq.

(Related to hazardous materials transportation), Act of June 30, 1984, 75 Pa. C.S.A. § 8301, et seq.

## **XX. Purdon's Statutes - Title 77 (Workmen's Compensation)**

Workers' Compensation Act, Act of June 2, 1915 as amended, 77 P.S. § 1, et seq.

PA Occupational Disease Act, Act of June 21, 1939, as amended, 77 P.S. § 1201, et seq.

## **XXI. Other Statutes**

Infectious and Chemotherapeutic Waste Disposal

(Relating to Medical Waste-Manifesting and Transporter Licensing), Act of July 13, 1988, 35 P.S. § 6019.1, et seq.

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, 53 P.S. § 4000.1501.

Hazardous Sites Cleanup Act, Act of October 18, 1988, 35 P.S. § 6020.101. Repealed insofar as inconsistent with the Hazardous Sites Cleanup Fund Funding Act, 35 P.S. § 6021.1 ET SEQ., PURSUANT TO 2007, Dec. 18, P.L. 486, No. 77, § 18(b) imd. effective

**XXII. Pennsylvania Constitution - Article I, Section 27** (Adopted May 18, 1971)

**FEDERAL LAW**

Acid Precipitation Act of 1980 (42 U.S.C. § 8901-8912).

Act to Prevent Pollution from Ships (33 U.S.C. § 1901-1915).

Americans with Disabilities Act of 1990, (42 U.S.C. § 12101-12213 and 47 U.S.C. § 225 and 611).

Asbestos Hazard Emergency Response Act of 1986 [see Toxic Substances Control Act secs. 201-214 (15 U.S.C. § 2641-2656)].

Atomic Energy Act of 1954 (42 U.S.C. § 2014, 2021, 2021a, 2022, 2111, 2113, 2114).

Aviation Safety and Noise Abatement Act of 1979 (49 U.S.C. § 47501-47510).

Clean Air Act (42 U.S.C. § 7401-7642).

Clean Water Act [see Federal Water Pollution Control Act].

Coastal Zone Management Act of 1972 (16 U.S.C. § 1451-1466).

Comp.Env.Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601-9675).

Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001-11050).

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. § 791-798).

Environmental Quality Improvement Act of 1970 (42 U.S.C. § 4371-4375).

Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136-136y).

Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701-1784).

Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).

Geothermal Energy R& Development, Demonstration Act of 1974 (30 U.S.C. § 1101-1164).

Global Climate Protection Act of 1987 (15 U.S.C. § 2901 note).

Hazardous Substance Response Revenue Act 1980 (see 26 U.S.C. § 4611, 4612, 4661, 4662).

Low-Level Radioactive Waste Policy Act (42 U.S.C. § 2021b-2021d).

Marine Protection, Research, and Sanctuaries Act of 1972 (33 U.S.C. § 1401-1445)

National Climate Program Act (15 U.S.C. § 2901-2908).

National Environmental Policy Act of 1969 (42 U.S.C. § 4321-4370h).

Noise Control Act of 1972 (42 U.S.C. § 4901-4918).

Nuclear Waste Policy Act of 1982 (42 U.S.C. § 10101-10270).

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. § 1801-1866).

Public Health Service Act (42 U.S.C. § 300f-300j-11).

Safe Drinking Water Act [ Public Health Service Act 1401-1451 (42 U.S.C. § 300f-300j-26)].

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. § 2001-2009).

Solid Waste Disposal Act (42 U.S.C. § 6901-6991i).

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. § 1201-1328)

Toxic Substances Control Act (15 U.S.C. § 2601-2695d).

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. § 7901-7942).

Water Resources Research Act of 1984 (42 U.S.C. § 10301-10309).

# **APPENDIX G**

Small GESA Contract with Bond and APG



**GUARANTEED ENERGY SAVINGS ACT CONTRACT**

**FOR A SMALL GESA PROJECT**

**BETWEEN**

***THE FUNDING AGENCY,***

**AND**

**THE SMALL GESA CONTRACTOR**

This Guaranteed Energy Savings Act Contract for a Small GESA Project (hereinafter “The Small GESA Contract”), executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the *Funding Agency* (“ ”), as an executive agency of the Commonwealth of Pennsylvania authorized to enter into Small GESA Contracts pursuant to 62 Pa C. S. §§3751-3758, and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a corporation incorporated under the Laws of the State of \_\_\_\_\_,  
its successors and assigns, hereinafter called “the Small GESA Contractor”.

**OR**

This Guaranteed Energy Savings Act Contract for a Small GESA Project (hereinafter “The Small GESA Contract”), executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the “*Funding Agency* (“ ”) as an executive agency of the Commonwealth of Pennsylvania authorized to enter into design build contracts pursuant to 62 Pa C. S.

§§3751- 3758, and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

their heirs, executors, administrators and assigns, hereinafter called “the Small GESA Contractor”.

**ARTICLE 1 – THE CONTRACT DOCUMENTS**

The Contract Documents shall consist of this Small GESA Contract and all attachments hereto, the Request for Proposal (“the RFP”), the Small GESA Contractor’s proposal submitted in response to the RFP, the Contract Bonds, the Conditions of the Contract (General, Special, Supplementary, and other Conditions), all drawings created by or for the Small GESA Contractor and/or their Retained Professional, the specifications created by or for the Small GESA Contractor and/or their Retained Professional, the Scope of Work by ECM (Exhibit 1), all bulletins and addenda issued prior to execution of the Small GESA Contract, all change orders, the Administrative Procedures for the Small GESA Contract, the Installment Purchase Agreement and Payment Schedule, and the Investment Grade Audit Contract, its contract documents, and the Investment Grade Audit Report. All of these documents form the contract and are as fully part of the contract as if attached to this Contract or repeated herein.

**ARTICLE 2 – THE WORK**

The Small GESA Contractor shall perform all the work required by these Contract Documents as set forth in the RFP for the design and implementation/ construction of \_\_\_\_\_.

**ARTICLE 3 – TIME OF COMMENCEMENT AND COMPLETION**

3.1 The Contract duration for this Small GESA Contract is \_\_\_\_\_ calendar days and shall

commence upon the effective date of the Small GESA Contract. This date shall be defined, pursuant to the terms of the General Conditions of the Small GESA Contract, to be the date upon which the last Commonwealth official who is required to execute the contract executes the contract.

3.2 The format and scope of the Work shall be as set forth in the RFP and the Investment Grade Audit

3.3 Small GESA Contractor further agrees that the time is of the essence on this Small GESA Contract and that if it fails to complete the work within the time specified above, the Small GESA Contractor will pay the Funding Agency, as Liquidated Damages and not as a penalty for such failure, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ .00) (0.1% x Contract Sum) per day for each and every calendar day after the completion date until the Work is completed and accepted. The DGS may extend the completion date of the GESA Contract for causes set forth in the General Conditions of the Small GESA Contract that, in fact, delay the completion of said work. In such case, Small GESA Contractor is liable for said Liquidated Damages only after the expiration of the extended period.

#### **ARTICLE 4 – CONTRACT SUM**

The Funding Agency will authorize an energy financing provider, procured separately, to pay the Small GESA Contractor for the performance of the Work subject to additions and deductions by change order, as provided in the General Conditions of the Small GESA Contract, the contract sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payment will be made as set forth in the General Conditions of the Small GESA Contract.

Deductions from or additions to this sum will be made as set forth in the General Conditions of the Small GESA Contract. Funding Agency is not liable for any debt due to the Small GESA Contract.

## **ARTICLE 5 – PROGRESS PAYMENTS and RETAINAGE**

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

## **ARTICLE 6 – FINAL PAYMENT**

Final Payment, constituting the entire unpaid balance of the Contract Sum, will be approved by the Funding Agency for release by the energy financing provider to the Small GESA Contractor within thirty (30) days after Closeout Inspection of the Work if the Small GESA Contract has been fully performed and a Final Application for Release of Payment has been submitted, as provided in the General Conditions of the Small GESA Contract.

## **ARTICLE 7 – SMALL DIVERSE BUSINESS PARTICIPATION**

The Small GESA Contractor provided its Small Diverse Business (i.e., Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Veteran Business Enterprises (VBEs), and Service-Disabled Veteran Business Enterprises (SDVBEs) (together referred to hereinafter as Small Diverse Businesses)) percentage for Small Diverse Business subcontracts, suppliers, and manufacturers for this project in the Small GESA Contractor's RFP Proposal. The Small GESA Contractor's Small Diverse Business percentage per ECM is included on Exhibit 1.

## **ARTICLE 8 – MISCELLANEOUS PROVISIONS**

- 8.1 Terms used in this Small GESA Contract defined in the General Conditions of the Small GESA Contract have the meanings designated in those Conditions.
- 8.2 In addition to any other guarantees or warranties, the Small GESA Contractor covenants and agrees, after acceptance of the Work performed under this Small GESA Contract, to remedy without cost to the Funding Agency, any such defect in the Work provided said defects in the judgment of the Funding Agency, or its successors having jurisdiction over the premises, are caused by defective or inferior materials, equipment or workmanship. If the corrective work is not completed within thirty (30) days after the notification by the Funding Agency to the Small GESA Contractor, the Funding Agency may do the work and submit those costs to the Surety Company for reimbursement.
- 8.3 The Contract Bonds given by the Small GESA Contractor conditioned upon the faithful performance of the Small GESA Contract and for the payment of labor, material, equipment and public utility service claims are attached to this Small GESA Contract and are made a part of it. No third party shall acquire any rights against the Funding Agency under the Contract Documents.
- 8.4 The Small GESA Contractor agrees to abide by and be bound by the Laws of

Pennsylvania including those relating to and regulating the hours and conditions of employment.

8.5 Nothing in this Small GESA Contract shall be deemed to waive or otherwise affect the sovereign immunity of the Commonwealth, and its agencies, officers, and employees, or to subject any Commonwealth party to any liability not expressly authorized by law.

8.6 Any person, co-partnership, association or corporation furnishing labor, material, equipment or renting equipment or rendering public utility services in connection with the performance of this Small GESA Contract has a right of action to recover the cost thereof from the Small GESA Contractor and the Surety on the Bond given to secure the payment of such labor, material, equipment or equipment rental and services rendered by public utility as though such person or corporation had been named as Obligee in such Bond. For those who do not have a contract directly with the Small GESA Contractor, this right of action may not be exercised unless the Small GESA Contractor is notified of the claim within ninety (90) days from the last performance of labor or provision of materials. The Small GESA Contractor shall include in all of its subcontracts or supply contracts a provision requiring that its subcontractors and suppliers notify, in writing, their subcontractors and suppliers of this requirement. It is hereby agreed that no third party rights arise against the Funding Agency for any reason under this Article, and the Small GESA Contractor hereby agrees to so inform all subcontractors and suppliers in writing.

8.7 This Small GESA Contract may be executed in one or counterparts, each of which is an original, and all of which together are a single contract.

**ARTICLE 9 – CONTRACT COMPLIANCE REGULATIONS**

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

**ARTICLE 10 – ASSURED PERFORMANCE GUARANTEE**

The Small GESA Contractor is required to guarantee energy and cost savings stipulated in this Small GESA Contract on an annual basis. The savings must be guaranteed to equal or exceed the project financing payment plus the service fees during that year for the Small GESA Contract duration. No credit for savings above the annual guarantee will be credited toward the performance guarantees for future years of this Small GESA Contract. The recovery of contract costs from energy savings over the term of this Small GESA Contract shall not exceed \_\_\_\_\_ ( ) years. Refer to the Assured Performance Guarantee (which is made a part of this Contract by incorporation) for the Small GESA Contractor’s requirements regarding documenting and verifying the annual energy and/or cost savings that are attributed to this project. **(Exhibit 2)**

SIGNATURE PAGE IMMEDIATELY FOLLOWS

REMAINDER OF PAGE INTENTIONALLY LEFT

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IN WITNESS WHEREOF, the Department of \_\_\_\_\_, the Governor's Office of Budget, the Department of General Services, and the Small GESA Contractor, have caused this contract to be executed on the day and year above written.

Witness: [Small GESA Contractor]  
Attest:  
\_\_\_\_\_  
Secretary/Treasurer      Date: \_\_\_\_\_      President      Date: \_\_\_\_\_

Witness: COMMONWEALTH OF PENNSYLVANIA  
ACTING THROUGH THE DEPARTMENT  
OF [Funding Agency]  
\_\_\_\_\_  
Date: \_\_\_\_\_      Secretary of [funding agency]      Date: \_\_\_\_\_

APPROVED AS TO LEGALITY  
AND FORM

I hereby certify that funds in the amount of  
\$ \_\_\_\_\_  
Are available under Appropriation Symbol

\_\_\_\_\_  
Comptroller Operations

\_\_\_\_\_  
Office of Chief Counsel - Funding Agency

\_\_\_\_\_  
Office of General Counsel

\_\_\_\_\_  
Office of Attorney General



**CONTRACT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS,** That we the undersigned

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as Principal and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as the Surety Company, a Corporation organized and existing under the Laws of the State of \_\_\_\_\_ and authorized to transact business in Pennsylvania, as surety, are held and firmly bound unto the Department of XXXX (as hereinafter set forth, in the full and just several sums of:

(A) \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for faithful performance of the Small GESA Contract as designated in Paragraph "A" below; and

(B) \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for payment for labor, material equipment rental and public utility services as designated in Paragraph "B" below; and

Sealed with our respective seals and dates this \_\_\_\_\_ day of \_\_\_\_\_.

**WHEREAS,** the above Principal has entered into a Small GESA Contract with the Department of XXXX dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ for

\_\_\_\_\_ upon certain terms and conditions in said Small GESA Contract more particularly mentioned; and

WHEREAS, it is one of the conditions of the Award pursuant to which said Small GESA Contract is about to be entered into, that these presents be executed;

NOW, THEREFORE, the joint and several conditions of this obligation are such:

A. That, if the above Principal as Small GESA Contractor shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract Documents, including the plans and specifications therein referred to and made part thereof, and such alterations as may be made in said plans and specifications as therein provided and which are hereby made part of this Bond the same as though they were fully set forth herein, and shall indemnify and save harmless the Department of [Funding Agency] and all of their officers, agent and employees from any expense incurred through the failure of said Small GESA Contractor to complete the Work as specified and for any damages growing out of the manner of performance of said Small GESA Contract by said Small GESA Contractor or its Subcontractors, or their agents or servants, including, but not limited to, patent trademark and copyright infringements, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

B. That, if the above Principal shall and will promptly pay or cause to be paid all sums of money which may be due by the Principal or any of its Subcontractors to any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and become component parts of the Work or improvements contemplated, and for rental of equipment used, and services rendered by public utilities in, or in connection with, the prosecution of such Work,

then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

C. It is further agreed that any alterations which may be made in the terms of the Small GESA Contract or in the Work to be done or materials to be furnished or labor to be supplied or performed, or equipment to be rented, or public utility services to be rendered, or the giving by the Department of [Funding Agency] of any extension of time for the performance of the Small GESA Contract, or the reduction of the retained percentage as permitted by the Small GESA Contract, or any other forbearance on the part of either the Department of [Funding Agency] or the Principal to the other, shall not in any way release the Principal and the surety or sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder; notice to the surety or sureties of any such alterations, extension or forbearance being hereby waived.

D. The Principal and Surety hereby jointly and severally agree with the Department of [Funding Agency] herein that every person, co-partnership, association or corporation which, whether as subcontractor as a person otherwise entitled to the benefits of this Bond, has furnished material or supplied or performed labor or rented equipment used in the prosecution of the Work as above provided and any public utility, which has rendered services, in, or in connection with, the prosecution of such Work, and, which has not been paid in full therefore, may sue in assumpsit on this Bond in his, their, or its name and prosecute the same to final judgment for such sum or sums as may be justly due him, them, or its, and have execution thereon; provided, however, that the Department of [Funding Agency] shall not be liable for the payment of any cost or expenses of such suit to a third party under any theory of law or equity.

E. Recovery by any persons, co-partnership, association or corporation hereunder is subject to the provisions of the Pennsylvania Procurement Code, 62 Pa. C.S §§101-4509, as amended, which Act is incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited, except that, where said Act refers to the Commonwealth of Pennsylvania or a Department thereof, it is deemed to refer to the Department of [Funding Agency].

**IN WITNESS WHEREOF**, the said Principal and Surety have duly executed this Bond under seal the day and year above written.

Witness:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Principal (Date)  
[Small GESA Contractor]

(Corporate Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact (Date)

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
Office of Chief Counsel, Funding Agency

\_\_\_\_\_  
Office of Attorney General

\_\_\_\_\_  
Office of Chief Counsel, DGS

**EXHIBIT 1**  
**Scope of Work by ECM**  
**Including**  
**Small Diverse Business Participation**

Core Energy Conservation Measures

Note: All items listed below must be considered in the RFP response. For any measure that cannot be incorporated into the proposal or is determined infeasible, a detailed explanation must be provided that clearly outlines the financial and technical rationale behind the choice not to include the measure.

Tom Ridge Environmental Center (TREC)

1. Retrofit the building and parks lighting systems to LED.
2. Correct the excessive negative pressure in observation tower, eliminating or reducing the removal of treated air from within the TREC building.
3. Repair/replace the failed fan powered reheat boxes located in the underfloor plenums.
4. Determine the feasibility of adding individual private office temperature controls in lieu of shared controls.
5. Relocate thermostats located on outside walls to interior spaces. Utilize wireless devices where required.
6. Determine the existence of return air ductwork. If return air ductwork exists, optimize the systems to provide outside air only when occupied and in amounts needed to satisfy ventilation requirements.
7. Evaluate the energy intensive lab equipment and determine if energy saving retrofits are possible; consider flow control fume hoods.
8. Repair/replace the heat recovery wheels and ensure they are operating as designed, or
9. Replace the existing exterior central station air handling units that utilize boiler hot water with new gas-fired equipment and variable outside air controls. This will improve operating efficiency and reduce piping losses.
10. Implement occupied/unoccupied temperature control schedules and ensure the HVAC systems are controlled with setback temperatures and reduced outside air ventilation.
11. Replace the existing boilers with new, high efficiency units. The units are problematic and are likely costing the facility excessive service repair and operating costs. If the AHUs are replaced with gas fired heaters, downsize the boilers to provide only the required capacity for the load served.

### Maintenance Building

1. Replace lighting with LED.
2. Install a gas-fired radiant tube heating system or bio mass boiler to eliminate the unit heaters.
3. Replace the existing boiler and add heating controls with occupied/unoccupied schedules.

### Presque Isle Park – General

1. Consider LED lighting retrofits to all buildings, structures, and exteriors where lighting is used on a regular schedule.
2. Evaluate the individual wastewater treatment plant energy use and operating costs and determine if enough savings exist to help pay for installing pump stations and piping to a central wastewater treatment plant.
3. Evaluate the economic opportunity for wind power generation.

### General ECM for the other Parks and Forestry facilities:

1. Retrofit the buildings, parks forestry lighting systems to LED including lighting controls when applicable.
2. Replace/install/upgrade HVAC controls.
3. Replace pumps/motors when applicable.

## Exhibit 2

### ASSURED PERFORMANCE GUARANTEE For SMALL GESA CONTRACT

#### 1-1. DEFINITIONS

##### PART 1

For purposes of this Agreement, the following terms have the meanings set forth below:

**Annual Project Benefits** are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

**Annual Project Benefits Realized** are the Project Benefits actually realized for any one year of the Guarantee Term.

**Annual Project Benefits Shortfall** is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

**Annual Project Benefits Surplus** is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

**Baseline** is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Energy Conservation Measures.

**Guarantee Term** will commence on the first day of the month following the Final Payment date and will continue through the duration of the M&V Services.

**Installation Period** is the period beginning on the effective date of the Small GESA Contract and ending on the commencement of the Guarantee Term.

**Measured Project Benefits** are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Part 2 of this Agreement.

**Project Benefits** are the Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

**O&M Benefits** are the operations and maintenance cost avoidance savings as stipulated in Part 2 of this Agreement.

**Rebate Project Benefits** are the energy rebate or incentive non-recurring savings as stipulated in Part 2 of this Agreement.

**Total Project Benefits** are the projected Project Benefits to be achieved during the entire term of this Agreement.

## **1-2. SCOPE**

- A.** The Department of [Funding Agency] (“Funding Agency”) is contracting for a full range of energy services and energy-related capital improvements ("Energy Conservation Measures" or "ECMs") at no initial capital cost for the Project. The ECMs may include but are not limited to: the design, acquisition, installation, modification, maintenance and training of funding agency personnel in the operation of existing and new equipment. The ECMs will reduce energy consumption and related costs associated with the heating, ventilation and air conditioning system, lighting systems, control systems, building envelope, the hot water systems, water consumption, sewage costs and other energy using devices. Additionally, savings which will not reduce consumption but are aimed at cost savings, such as fuel switching, demand side management, on-site generation, utility bill auditing, utility rate changes, and distribution upgrades etc. have been considered. ECMs may also include the training of facility staff with respect to routine maintenance and operation of all improvements. ECMs must result in a guaranteed minimum energy savings with payments linked to actual documented energy and cost reductions.
- B.** Any stipulated energy and/or operational cost savings that are attributed to this project have been rigorously reviewed and the Small GESA Contractor is required by this contract to thoroughly document and verify the savings, which have been approved by DGS and the Funding Agency. The Annual Project Benefits Realized by the ECMs in any year must be guaranteed to equal or exceed the Annual Project Benefits during that year for the duration of the contract. The Small GESA Contractor is required to guarantee energy and cost savings on an annual basis. No credit for the achievement of savings above and beyond the annual guarantee will be credited to satisfy performance guarantees in future years of the contract. Annual reconciliation of the achieved savings will be required.

## **1-3. MEASUREMENT & VERIFICATION**

- A.** Measurement & Verification (M&V) services shall commence on the first day of the month following the month in which the Funding Agency releases the Final Payment to the Small GESA Contractor and shall continue throughout the Assured Performance Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. The Small GESA Contractor shall ensure that an approved representative from the Funding Agency is physically present for all pre-retrofit and post-retrofit measurements for each ECM as applicable to the Energy Savings Guarantee unless the Funding Agency waives their right to be present. The final completion date shall be the date when all Work is completed, including all punch list items, as evidenced by the release of the Final Payment by the Funding Agency. In the event the Funding Agency (i) cancels or terminates receipt of M&V Services, (ii) fails to fulfill any of Funding Agency responsibilities necessary to enable Small GESA Contractor to complete the Work and provide the M&V Services, or (iii) otherwise cancels, terminates or materially breaches this Agreement, Small GESA Contractor shall issue a written notice to the Funding Agency stating the nature of the alleged breach, the date upon which it arose, and the remedy sought. Small GESA Contractor shall provide the Funding Agency with a thirty (30) day period to cure such breach. In the event of a dispute, all parties shall act in good faith to mitigate damages with a reservation of rights as to damages.



- B.** If the Small GESA Contractor is delayed in the commencement, performance, or completion of the M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Funding Agency in the proposal documents or otherwise disclosed by Funding Agency to the Small GESA Contractor; a Force Majeure condition; failure by Funding Agency to perform its obligations under this Small GESA Contract; or failure by Funding Agency to reasonably cooperate with Small GESA Contractor in the timely completion of the M&V Work where such failure is material, substantial and inconsistent with the terms of this Small GESA Contract, Small GESA Contractor shall provide written notice to Funding Agency of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance and the Assured Performance Guarantee shall be made, subject to the mutual written agreement of the parties.
- C.** Funding Agency shall provide Small GESA Contractor, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Funding Agency's control that are subject to the M&V Services. Work to be performed by Small GESA Contractor in accordance with this Small GESA Contract shall be performed during normally scheduled staff shifts and as agreed to by both parties. Funding Agency further agrees to assist Small GESA Contractor, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Funding Agency but are necessary for Small GESA Contractor to provide the M&V Services. An equitable adjustment in the time for performance and Assured Performance Guarantee shall be made as a result of any failure to grant such access, subject to the mutual written agreement of the parties.
- D.** In order for Small GESA Contractor to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Funding Agency shall be responsible for:
1. Providing Small GESA Contractor, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
  2. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
  3. Providing the utility bills, reports, and similar information reasonably necessary for administering Small GESA Contractor's obligations under the Assured Performance Guarantee within thirty (30) days of Funding Agency receipt and/or generation or Small GESA Contractor's request therefore;
  4. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by Small GESA Contractor;
  5. Promptly notifying Small GESA Contractor of any change in use or condition or any other matter that may impact the Assured Performance Guarantee.

**PART 2**

**PROJECT BENEFITS**

**2-1. PROJECT BENEFITS SUMMARY**

A. Subject to the terms and conditions of this Small GESA Contract, Small GESA Contractor and Funding Agency agree that Funding Agency will be deemed to achieve a total of \$\_\_\_\_\_ in O&M and Rebate Project Benefits and Small GESA Contractor guarantees that Funding Agency will achieve a total of \$\_\_\_\_\_ in Measured Project Benefits during the term of this Small GESA Contract, for Total Project Benefits of \$\_\_\_\_\_ as set forth in the Total Project Benefits table below.

**Table A. Total Project Benefits**

Year	Guaranteed Energy Cost Savings	Operations & Maintenance Cost Savings	Rebate Project Benefits (non-recurring)	Total Guaranteed Project Savings
1				
2				
3				
4				
5				
<b>Totals</b>				

The energy cost savings provided in **Table A** above are based on the annual escalation stated in **Table A-1** below, and will be applied to the unit utility rates listed in **Table B** beginning the first month following the baseline period, escalating annually throughout the Guarantee Period.

**Table A-1 – Annual Escalation Rates**

Energy Cost Esc./yr	<b>1.0%</b>
Labor Cost Esc./yr	<b>3.0%</b>
Maintenance Cost Esc	<b>1.0%</b>

The actual escalation of calculated savings that will be applied in the M&V Report will be the highest of:

- (1) **Table A-1** above
- (2) CPI (Consumer Price Index) for the geographical region, or
- (3) Actual fuel rate

B. Within thirty (30) days of the commencement of the Guarantee Term, Small GESA Contractor will calculate the Measured Project Benefits achieved during the Installation

Period and provide the Funding Agency of written confirmation of the calculations.

- C. Within thirty (30) days of each anniversary of the commencement of the Guarantee Term, Small GESA Contractor will calculate the Measured Project Benefits achieved for the applicable year applicable to such period and provide both DGS and the Funding Agency with an annual report containing:
1. an executive overview of the project's performance and Project Benefits achieved to date; and
  2. a summary analysis of the Measured Project Benefits accounting; and
  3. a detailed analysis of the Measured Project Benefits calculations.
- D. Funding Agency acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services, (iii) fails to fulfill any of its responsibilities necessary to enable Small GESA Contractor to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Small GESA Contract, the Assured Performance Guarantee shall automatically terminate and Small GESA Contractor shall have no liability hereunder.

## **2-2. PROJECT SAVINGS SHORTFALLS OR SURPLUSES**

- A. Guaranteed Savings Shortfalls: If an Annual Project Benefit Shortfall occurs for any year of the Assured Performance Guarantee Term, Small GESA Contractor shall, at the sole discretion of the Funding Agency, perform one or more of the following:
1. pay to Funding Agency the amount of such shortfall, or
  2. subject to Funding Agency's written approval, provide to Funding Agency additional products or services, in the value of such shortfall, at no additional cost to Funding Agency.
- B. Guaranteed Savings Surpluses: If an Annual Project Benefit Surplus occurs for any year of the Guarantee Term, Small GESA Contractor may not apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term.
- C. Additional Energy Conservations. Where an Annual Project Benefits Shortfall has occurred, Small GESA Contractor may, subject to Funding Agency approval, implement additional Energy Conservation Measures, at no cost to Funding Agency, which may generate additional Project Benefits in future years of the Guarantee Term. Such improvements do not relieve the Small GESA Contractor from liability set forth in Paragraph 2-2(A).
- D. Event of Default by GESA Contractor: If an Annual Project Benefits Shortfall has occurred and the GESA Contractor does not comply with Paragraph 2-2(A), the Funding Agency may deem this to be an Event of Default. If default occurs, the Funding Agency may place the GESA Contractor in the Contractor Responsibility Program and also pursue debarment or suspension in accordance with the Commonwealth Procurement Code.

## PART 3

### MEASUREMENT AND VERIFICATION METHODOLOGY

#### 3-1. MEASUREMENT & VERIFICATION PROTOCOL

- A. Small GESA Contractor shall apply either Option A or Option B or Option C verification methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) and/or the Federal Energy Management Program (FEMP), in connection with the provision of M&V Services hereunder. The applicable option shall be as set forth in the Project-Specific Request for Proposal submitted to and accepted by DGS and the Funding Agency. Option A shall not be accepted without DGS and the Funding Agency's prior written approval.

##### **Option A: Partially Measured Retrofit Isolation**

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an ECM was applied separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements before and after the Installation Period.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of ECMs is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan, along with analysis of the significance of the error they may introduce. Engineering calculations using short-term pre and post-retrofit measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following ECMs will be calculated using Option A:  
INSERT TABLE WITH ECMS USING OPTION A

##### **Pre & Post Installation Verification Methodology Description**

Option A – Water System

The Measurement and Verification Plan for the \_\_\_\_\_ shall be adhered to as indicated in the Energy Audit Report, dated \_\_\_\_\_, Part IV M&V Plan and Commissioning, Paragraph X– Option A - \_\_\_\_\_ System.

##### **Option B: Retrofit Isolation**

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B:

**LIST ALL OPTION B ECMS and for each, set forth:**

**ECM #**

**Pre-Installation Verification Methodology Description**

**Post-Installation Verification Methodology Description**

**CALCULATION OF SAVINGS:**

*[EQUATIONS / FORMULAE]*

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**Option C: Utility Bill Analysis**

Measured Project Benefits involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of Improvement Measure, but not individually if more than one is applied to an energy meter. This option determines the collective Measured Project Benefits of all Improvement Measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, Measured Project Benefits reported under Option C include the impact of any other change made in facility energy use (positive or negative). Period consumption against baseline consumption will be normalized using weather data. Baseline changes due to any changes in non-routine factors such as building operation and building foot print will be manually adjusted using the savings calculations as presented herein.

Meters Included in Option C:

<b>Building Name / Location</b>	<b>Fuel Type</b>	<b>Account # / Meter #</b>

Measured Project Benefits from the following Improvement Measures will be calculated using Option C:

**ECM#**

**Pre-Installation Verification Methodology Description**

**Post-Installation Verification Methodology Description**

**CALCULATION OF SAVINGS:**

*[EQUATIONS / FORMULAE]*

**3-2. CHANGES IN USE OR CONDITION**

The Changes in Use or Condition shall be as indicated in this Part and not as indicated in Part IV, M&V Plan and Commissioning, Paragraph X of the EAR.

**A.** Funding Agency agrees to notify Small GESA Contractor within thirty (30) days of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Energy Conservation Measure to which this schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Savings realized under this Agreement.

1. Such a change, expansion, addition, or condition would include, but is not limited to:
  - (a) changes in the primary use of any facility, Energy Conservation Measure, or portion of the premises;
  - (b) changes to the hours of operation of any facility or portion of the premises;
  - (c) changes or modifications to the Energy Conservation Measures or any related equipment;
  - (d) changes to the M&V Services provided under this Small GESA Contract;
  - (e) insufficient or improper maintenance or unsound usage of the Energy Conservation Measures or any related equipment at any facility or portion of the premises (other than by Small GESA Contractor);
  - (f) additions or deletions of Energy Conservation Measures or any related equipment at any facility or portion of the premises.

**B.** If Small GESA Contractor independently learns of any such change or condition, Small GESA Contractor shall calculate and send to Funding Agency a Notice of adjustment to the Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. If the Funding Agency fails to promptly provide Small GESA Contractor with notice of any such change or condition,

Small GESA Contractor may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

**PART 4**

**BASELINE CALCULATIONS AND UTILITY RATES**

**4-1. UTILITY COSTS FOR BASELINE**

A. The unit utility costs for the Baseline period are set forth below as “Base Utility Cost” and shall be used for all calculations. The Base Utility Cost shall be escalated annually by escalation rate of one percent (1%). The Base Utility Cost for each type of utility represents the 12-month average utility costs from [START DATE] through [END DATE].

<b>Building</b>	<b>SF</b>	<b>\$/kWh (BER)</b>	<b>Avg kW Cost</b>	<b>Unblended \$/kWh</b>	<b>\$/Gallon</b>	<b>\$/Ton</b>	<b>\$/Therm</b>

**PART 5**

**PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT**

**5-1. PRE/POST RETROFIT – [LIST APPLICABLE FACILITIES]**

▪	Lighting – locations (Post)	
	Time On	Time Off
Monday	am	pm
Tuesday	am	pm
Wednesday	am	pm
Thursday	am	pm
Friday	am	pm
Saturday	Average of _____ hours over the weekend	
Sunday		
Holidays	am	pm

HVAC – Occupied Hours (Pre)		
Monday	am	pm
Tuesday	am	pm
Wednesday	am	pm
Thursday	am	pm
Friday	am	pm
Saturday	-	-
Sunday	-	-
Holidays	-	-

HVAC – Occupied Hours (Post)		
Monday	am	pm
Tuesday	am	pm
Wednesday	am	pm
Thursday	am	pm
Friday	am	pm
Saturday	-	-
Sunday	-	-
Holidays	-	-



## 5-2. PRE/POST RETROFIT BUILDING TEMPERATURES

### LIST APPLICABLE BUILDINGS AND FOR EACH:

#### Pre-Temperatures:

Occupied Temperature During Heating Season: \_\_\_\_to\_\_\_\_degrees F

Unoccupied Low Temperature Limit During Heating Season: \_degrees F

Heating season is October \_\_\_\_through April \_\_\_\_\_

Occupied Temperature During Cooling Season: \_\_ to\_\_degrees F

Unoccupied High Temperature Limit During Cooling Season: \_\_\_\_to\_\_\_\_degrees F

Cooling season is May \_\_\_\_through September \_\_\_\_\_

#### Post-Temperatures:

Occupied Temperature During Heating Season: \_\_\_\_to\_\_\_\_degrees F

Unoccupied Low Temperature Limit During Heating Season: \_\_\_\_\_degrees F

Heating season is October \_\_\_\_through April \_\_\_\_\_

Occupied Temperature During Cooling Season: \_\_\_\_to\_\_\_\_degrees F

Unoccupied High Temperature Limit During Cooling Season: \_\_\_\_to\_\_\_\_degrees F

Cooling season is May \_ through September \_\_\_\_\_

## PART 6

### MEASUREMENT & VERIFICATION SERVICES

#### 6-1. COMMONWEALTH REPRESENTATIVE

- A. Small GESA Contractor shall ensure that an approved representative from Funding Agency is physically present for all pre-retrofit and post retrofit measurements, for each ECM as applicable to the Energy Savings Guarantee. Funding Agency and Small GESA Contractor shall mutually witness and record said measurements and sign Small GESA Contractor's measurement logbook, if deemed mutually acceptable. Small GESA Contractor shall include all logged measurements in the annual report to be provided.

#### 6-2. M&V SERVICES

- A. Small GESA Contractor will provide the M&V Services set forth below in connection with the Assured Performance Guarantee. Funding Agency shall pay Small GESA Contractor an annual fee for such services as identified in the table below. Notwithstanding anything to the contrary, Funding Agency may choose to continue the M&V services in Guarantee Year Four (4) and beyond by notifying the Small GESA Contractor within thirty (30) days of the end of the third Guarantee Year. If Funding Agency, after Small GESA Contractor's completion of the third year of M&V Services, does not continue with the M&V Services, it irrevocably acknowledges Small GESA

Contractor's full satisfaction of, and release from, this Assured Performance Guaranty.

1. During the Installation Period, the Small GESA Contractor's Performance Assurance Engineer will track Measured Project Benefits. The Small GESA Contractor will report the Measured Project Benefits achieved during the Installation Period to the Funding Agency within 30 days of the commencement of the Guarantee Term.
2. Within 30 days of each anniversary of the commencement of the Guarantee Term, Small GESA Contractor will provide DGS with an annual report containing:
  - A. an executive overview of the project's performance and Project Benefits achieved to date;
  - B. a summary analysis of the Measured Project Benefits accounting; and
  - C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
3. During the Guarantee Term, the Small GESA Contractor's Performance Assurance Engineer will monitor the on-going performance of the ECMs, as specified in this Small GESA Contract, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Engineer will periodically assist the Funding Agency, on-site or remotely, with respect to the following activities:
  - A. Conduct two annual on-site visits to verify proper operation of the equipment installed under the project.
  - B. review information furnished by the Funding Agency from the facility management system to confirm that control strategies are in place and functioning;
  - C. advise Funding Agency's designated personnel of any performance deficiencies based on such information;
  - D. coordinate with Funding Agency's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
  - E. inform Funding Agency of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.
4. If the Funding Agency allowed "Option A" M&V protocol, for those specified ECMs, the Small GESA Contractor will:
  - A. conduct pre and post installation measurements required under this Small GESA Contract;
  - B. confirm the building management system employs the control strategies and set points specified in this Small GESA Contract; and
  - C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting

and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

5. For specified ECMs utilizing an “Option B” M&V protocol, the Small GESA Contractor will:
  - A. confirm that the appropriate metering and data points required to track the variables associated with the applicable ECM’s benefits calculation formulas are established; and
  - B. set up appropriate data capture systems (e.g., trend and totalization data on the facility management system) necessary to track and report Measured Project Benefits for the applicable ECM.
6. For specified ECMs utilizing an “Option C” M&V protocol, the Small GESA Contractor will:
  - A. perform periodic analysis of natural gas, coal, propane and oil consumption as applicable; and
  - B. periodically verify heating set points, building operating schedules and occupancy and compare them to the baseline; and
  - C. monthly updates to the baseline parameters and adjust baseline energy consumption as needed.

#### **COST OF M&V SERVICES**

Based on direction from the State, the fees for the first three (3) years of annual M&V service has been included in the Project; please refer to the project cash flow in the EAR Report dated XXXXXX. The amount to be paid annually by **CUSTOMER** for the M&V services provided is listed in the table below. If the Customer chooses to continue the M&V services in Guarantee Year Four (4) and beyond, it must notify Small GESA Contractor within thirty (30) days of the end of the third Guarantee Year. If the Customer wishes to continue the M&V Services past the third Guarantee Year, the pricing for each additional Guarantee Year for M&V services will be the Year 3 M&V Cost and Energy Bond Costs annually escalated at 3% in each additional Guarantee Year. The billing for the 1<sup>st</sup> three Guarantee Years will begin with Final Acceptance of this project.

TABLE FOR YEAR AND M&V COST

### **PART 7**

#### **[Agency] RESPONSIBILITIES**

**7-1.** In order for Small GESA Contractor to perform its obligations under this Small GESA Contract with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Funding Agency shall be responsible for:

1. Providing Small GESA Contractor, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
3. Providing the utility bills, reports, and similar information reasonably necessary for administering Small GESA Contractor's obligations under the Assured Performance Guarantee within thirty (30) days of Funding Agency receipt and/or generation or Small GESA Contractor's request therefore;
4. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by Small GESA Contractor;
5. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
6. Promptly notifying Small GESA Contractor of any change in use or condition or any other matter that may impact the Assured Performance Guarantee.

## **ENERGY EFFICIENT MEASURES**

The table below summarizes ECM savings and costs and Simple Payback.

### **TABLE TO BE INCLUDED**

# **Appendix H**

## **Small GESA Contract General Conditions**



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

**GENERAL CONDITIONS**  
**FOR**  
**SMALL GESA PROJECTS**

**Department of General Services**  
**Harrisburg, PA**  
**2016**

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# ARTICLE 1

## DEFINITIONS

Whenever in this Small GESA Contract the following words and expressions occur, they have the following meanings, which shall be construed in conjunction with the applicable definitions of the Commonwealth Procurement Code:

- 1.1 **Administrative Procedures** – the Small GESA construction procedures manual to be followed for various administrative functions.
- 1.2 **Application for Release of Payment** – The document (DGS Form GSC-17) submitted by the Small GESA Contractor to the Funding Agency pursuant to the applicable Administrative Procedure for Funding Agency’s review and/or approval of the release of payment by the Escrow Agent.
- 1.3 **As-Built Record Drawings** – Terminology used to identify contract prints or drawings, corrected with suitable markings to show all changes or variations from the original contract drawings, including all items uncovered during the Work and show details of the Work as actually built. As-built record drawings are not “Record Drawings”, which terminology is used to describe the revised set of construction documents (also referred to as L&I Record Drawings) in which the Small GESA Contractor’s Retained Professional is responsible for submitting to L&I for approval of changes made during construction that are not in accordance with the Design Documents.
- 1.4 **Biweekly** – an event occurring every two weeks.
- 1.5 **Change Order** – A written order signed by the Funding Agency directing the Small GESA Contractor to make changes that the changes clause of the Contract authorizes the Funding Agency to order. The change order may be either with the consent of the Small GESA Contractor or a unilateral order issued by the Funding Agency. The Contract Sum may be changed only by Change Order.
- 1.6 **Commonwealth** – The Commonwealth of Pennsylvania.
- 1.7 **Contract** – (Small GESA Contract or Contract) A written agreement consisting of the Contract Documents, as defined in Article I of the Small GESA Contract and executed by the Small GESA Contractor and the Commonwealth in accordance with the Commonwealth Attorneys Act. The Contract represents the entire an integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent that any of these documents are amended by statute, the statutory language will control.
- 1.8 **Contract Bonds** – The bonds required by the Small GESA Contract Documents which must be executed by one or more surety companies legally authorized to do business in the Commonwealth of Pennsylvania for the faithful performance of the contract and for payment of labor and material.
- 1.9 **Contract Completion Date** – The date specified in the Contract for completion of the Work.
- 1.10 **Contract Documents** – As described in Article I of the Small GESA Contract. All of these documents form the contract and are incorporated by reference and are as fully part

of the contract as if attached to this Contract or repeated herein. To the extent that any of these documents are amended by statute, the statutory language will control.

- 1.11 Contract Duration** – The number of calendar days set forth in the Contract Documents for completion of the Work, also referred to as Contract Time.
- 1.12 Contract Limits** – the area set forth in the Contract Documents that establishes the perimeter within which the Small GESA Contractor shall perform the Work.
- 1.13 Contract Start Date** – For purposes of calculating date for completion of the Work, this is the date upon which the Initial Design Meeting is held for the Project.
- 1.14 Contract Sum** – The total amount payable to the Small GESA Contractor for the performance of the Work under the Contract Documents.
- 1.15 Days** – Calendar days unless specifically stated otherwise in the contract.
- 1.16 Deficiency Item** – Any work or activity, either complete or incomplete, which the Funding Agency will not certify as being performed in accordance with the Contract Documents.
- 1.17 Design Documents** – documents created by the Small GESA Contractor’s Retained Professional to be issued for any specific Small GESA project.
- 1.18 Effective Date of the Contract** – the date on which the last Commonwealth official who is required to execute the contract executes it.
- 1.19 Energy Conservation Measure (ECM)** – Energy Conservation Measure, as fully defined in *62 Pa. C.S. §3752*, as amended.
- 1.20 Escrow Agent** – If applicable to a specific project, this is the financial entity designated by the Energy Financing Provider to maintain and administer the Escrow Account from which the Small GESA Contractor will be paid upon submission of approved Applications for Release of Payment.
- 1.21 Extension of Time** – a formal written approved extension of the contract duration.
- 1.22 Field Order** – A field order is a record of a minor adjustment in the work that results in no change in the Contract Sum or Contract Duration.
- 1.23 Final Inspection** – A review of the Work conducted by the Small GESA Contractor’s Retained Professional and the Funding Agency after the Small GESA Contractor requests a Final Inspection to determine if the Work on a specific project is substantially complete.
- 1.24 Funding Agency (a.k.a. “designee”)** - The Department that operates the facility where the Small GESA project will occur. The Funding Agency will sign the Small GESA Contract on behalf of the Commonwealth.
- 1.25 Labor & Industry (L&I)** – The Commonwealth of Pennsylvania’s Department of Labor & Industry also referred to as “L&I”.
- 1.26 Milestone Activity** – On a Project schedule, this is the beginning date or the completion date for a significant Work event.

- 1.27 Notice of Deficiency** – A written document issued by the Funding Agency to record non-conforming work, deficient work and/or schedule slippage.
- 1.28 Off-Site Work** – All work that is not physically carried out within the limits of contract on a project site.
- 1.29 On-Site Work** – All work that is physically carried out on the site within the limits of contract.
- 1.30 Post-Consumer Material** – Material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material.
- 1.31 Post-Consumer Recovered Paper** – Any paper, paperboard, and fibrous wastes from retail stores, office buildings, homes and so forth, after they have been passed through their end-usage as a consumer item including: used corrugated boxes, old newspapers, old magazines, mixed waste paper, tabulating cards and used coreage, as well as all paper, paperboard and fibrous wastes that enter and are collected from municipal solid waste.
- 1.32 Project** – The total Work to be performed by the Small GESA Contractor under the Project Number.
- 1.33 Project Manager** – Small GESA Contractor's person responsible for direct supervision of a specific Small GESA project, including all design and construction, in accordance with the Contract Documents and the Small GESA Contract with the Funding Agency. The Project Manager is responsible for continuous contract operations including supervision, coordination and completion of all of the work. The Project Manager shall have full authority to act on behalf of the Small GESA Contractor in relation to project activities and associated work.
- 1.34 Project Procedures Manual** – The Manual that provides the Small GESA Contractor's Retained Professional with a guideline of procedures and standards for the design and construction of every Small GESA Project. The Manual's organization reflects the sequence in which services and submissions will normally occur.
- 1.35 Project Schedule** – The Critical Path Method (CPM) schedule prepared by the Small GESA Contractor as more fully described in these General Conditions.
- 1.36 Record Drawings** – (also referred to as "L&I Record Drawings") - The revised set of construction documents in which the Small GESA Contractor's Retained Professional is responsible for submitting to L&I for approval of changes made during construction that are not in accordance with the Design Documents. The Small GESA Contractor shall also submit one (1) set to the Funding Agency or designee.
- 1.37 Recovered Material** – Waste material and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from and commonly reused within an original manufacturing process.
- 1.38 Request for Information** – A written question issued by the Small GESA Contractor to the Funding Agency or designee seeking clarification of the Contract Documents ("RFI").

- 1.39 Samples** – Physical examples furnished by the Small GESA Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.
- 1.40 Small GESA Contractor** – The person, entity, or organization identified as such in the Small GESA Contract.
- 1.41 Small GESA Contractor’s Retained Professional** – the licensed engineer(s) and/or architect(s) retained by the Small GESA Contractor to provide necessary design services under contract to the Small GESA Contract. The term “Small GESA Contractor’s Retained Professional” is referred to throughout the Contract Documents as if singular in number and means a person or firm and/or persons or firms that have contractual responsibility for all or any portion of the Project design.
- 1.42 Specification** – A description of the physical or functional characteristics or the nature of a construction item, including a description of any requirement of inspecting, testing or preparing a construction item for delivery. The specifications are prepared by the Small GESA Contractor’s Retained Professional, become a part of the Contract Documents and must be interpreted in conjunction with the other Contract Documents, as specified further in these General Conditions.
- 1.43 Subcontractor** – A person or organization which has a contract with the Small GESA Contractor to perform any of the design, construction or testing work. The term subcontractor is referred to throughout the Contract Documents as if singular in number and means a subcontractor or its authorized representative. The Small GESA Contractor and every subcontractor agree that there is no privity of contract between the Funding Agency and any subcontractor and that, to the extent set forth by law, the subcontractor has no direct cause of action against the Funding Agency for any claim arising out of the Project.
- 1.44 Submittals** – Administrative or technical information, including but not limited to drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog data, samples and other data that are prepared by the Small GESA Contractor, the Small GESA Contractor’s Retained Professional or any subcontractor, manufacturer, supplier, or distributor, and which illustrate some portion of the Work or how it fits in relation to other parts of the Work.
- 1.45 Substantial Completion of the Work** – The date on which the Work on the Small GESA Contractor Contract is sufficiently completed in accordance with the Contract Documents and certified by the Small GESA Contractor’s Retained Professional and reviewed and accepted by the Funding Agency, or designee, so that the Project, or a part of the Project specified by the Funding Agency, can be used, occupied or operated for its intended use. In no event shall the Project be certified by the Small GESA Contractor’s Retained Professional or the Funding Agency, or designee, as substantially complete until at least 90% of the physical work has been completed and accepted by the Funding Agency and is capable of beneficial occupancy.
- 1.46 Superintendent** – The Small GESA Contractor's full time construction representative at the project site. The Superintendent is responsible for continuous field supervision, coordination and completion of the construction work, and, unless another person is designated in writing by the Small GESA Contractor to the Funding Agency, for the

prevention of accidents. The Superintendent shall have full authority to act on behalf of the Small GESA Contractor in relation to construction activities and associated work.

**1.47 Supplier** – An entity or individual who receives compensation from the Small GESA Contractor, pursuant to the terms of a purchase order or invoice to provide any material and/or any equipment to the Project. Nothing contained in the Contract Documents between the Funding Agency and the Small GESA Contractor creates any contractual relationship between the Funding Agency and any supplier. A supplier lacks the privity of contract to the Funding Agency and every supplier agrees that it neither acquires nor intends to acquire any rights against the Funding Agency on a third party beneficiary theory or any other theory.

**A. STOCKING SUPPLIER** – a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

**B. NON-STOCKING SUPPLIER** – a supplier that does not carry inventory but orders materials from a manufacturer, manufacturer’s representative or a stocking supplier. In order for a non-stocking supplier to received credit as a SDB, it must perform a useful business function by engaging in meaningful work (i.e., negotiating price and determining quality and quantity and ordering materials and paying for the materials.

**1.48 Uniform Construction Code (UCC)** – Pennsylvania’s Uniform Construction Code (35 P.S. §7210.101 *et seq.*) that grants the Pennsylvania Department of Labor & Industry sole jurisdiction over state-owned buildings. A general description and important links can be found at <http://www.dli.state.pa.us> and clicking on the Building Codes Quick Link. The Small GESA Contractor is responsible for compliance as set forth in the UCC and these General Conditions.

**1.49 Work** – All services and labor necessary to design, implement/construct, and test the ECMs set forth in the Contract Documents. This term also includes all material and equipment incorporated or to be incorporated into such construction.

## ARTICLE 2

### EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

**2.1 Contract Execution.** The Funding Agency and the Small GESA Contractor shall sign the Small GESA Contract and any amendments to the Small GESA Contract. All drawings created during the design portion of a specific project shall be sealed as appropriate by the Small GESA Contractor’s Retained Professional. Any Licensed Consultant(s) of the Small GESA Contractor’s Retained Professional shall as appropriate sign and seal for their part of the Work. No oral contract or conversation with any officer, agent or personnel of The Funding Agency or the Funding Agency either before or after the execution of the Small GESA Contractor Contract shall affect or modify any of the terms or obligations herein contained.



## **2.2 Contract Interpretation.**

- a.** The Contract Documents are complementary, and what is required by any one of the Contract Documents is binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items or conditions necessary for the proper design, construction and testing of the work for its intended use. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases or obvious typographical or written errors shall not nullify the Funding Agency's interpretations (or designee's interpretation) so long as that interpretation is reasonably inferable from the Contract Documents as a whole. Except as noted otherwise, references to standard specifications or publications or associations, bureaus, or organizations shall mean that latest edition or revision of the referenced standard specification or publication as of the issuance date of the RFP. Words which have well-known technical or trade meanings are used in this contract in accordance with such recognized meanings.
- b.** In the event of a conflict in the Contract Documents, the Small GESA Contractor shall notify the Retained Professional and the Funding Agency within the time frame stated below. The Retained Professional or the Funding Agency as appropriate) shall interpret the Contract Documents using the following priorities:

  - 1) Change Orders shall govern over all Contract Documents and subsequent Change Orders shall govern over prior Change Orders only to the extent modified.
  - 2) The Small GESA Contract.
  - 3) The Small GESA General Conditions.
  - 4) Bulletins or addenda and subsequent addenda shall govern over prior addenda only to the extent modified.
  - 5) The RFP shall govern over Design Documents.
  - 6) The Administrative Procedures.
  - 7) If there is a conflict regarding quantities or quality of products in the Contract Documents, the higher quantity or quality shall be delivered.
  - 8) If there is a conflict between the contract drawings and the specifications, the specifications shall prevail.
  - 9) If there is a conflict regarding quantities or quality of products in the Contract Documents, seek guidance from the Funding Agency and/or use the priorities above to determine the appropriate quantity or quality.
  - 10) Where Reference and/or Prototype documents are provided, the Small GESA RFP documents shall prevail with regard to intent and administrative provisions even though reference and/or prototype documents may be in more detail. Where a conflict prevents clarity in this regard the Small GESA Contractor shall assume the most costly in developing the Cost Submission and shall seek guidance from the Funding Agency prior to finalizing the design.

- 2.3 Contract Errors or Conflicts.** If the Small GESA Contractor, in the course of design and construction, finds any conflict, error or discrepancy on or among the Contract Documents, such conflict, error or discrepancy shall be immediately referred to the Small GESA Contractor's Retained Professional in writing, with a copy of each such referral to be forwarded to the Funding Agency. If the matter concerns the Design Documents only, the Small GESA Contractor's Retained Professional must review the matter and issue an interpretation to the Small GESA Contractor in writing within seven (7) days after receipt of the Small GESA Contractor's written request, with a copy of each such interpretation to be forwarded to the Funding Agency for acceptance. If the matter concerns the RFP documents, the Funding Agency shall review the matter and issue an interpretation to the Small GESA Contractor in writing within seven (7) days after receipt of the Small GESA Contractor's written request, with a copy to the Retained Professional.
- 2.4 Ownership and Copies of Contract Documents.** Unless otherwise provided in the Contract Documents, the Small GESA Contractor's Retained Professional will furnish three (3) complete sets in the Funding Agency accepted electronic format and media of drawings and specifications to the Funding Agency at the time they are issued for construction of the project. These three sets of drawings and specifications shall be in addition to any drawings and specifications submitted as preliminary design documents. If the Funding Agency requires additional sets for the Funding Agency's use during the project, the Funding Agency shall pay for the cost of obtaining additional specifications and drawings. All drawings, specifications and copies thereof are and shall remain the property of the Funding Agency.

### **ARTICLE 3**

#### **SMALL GESA CONTRACTOR'S RETAINED PROFESSIONAL'S RESPONSIBILITIES AND SERVICES**

- 3.1 Relationship between The Funding Agency, Small GESA Contractor and Retained Professional.** The Retained Professional shall be under contract to the Small GESA Contractor. As such, the Small GESA Contractor has ultimate responsibility to the Funding Agency for the design and/or coordination of designs if multiple Retained Professionals are utilized for different portions of the Work. The Retained Professional is responsible to the Small GESA Contractor and only the Small GESA Contractor may give instructions which bind the Retained Professional. Although the Funding Agency will obtain a copy of the fully executed contract between the Small GESA Contractor and the Retained Professional, the Funding Agency will not assume any privity or liability for the performance of the Small GESA Contractor/Retained Professional contract.
- 3.2 Basic Services.** The Retained Professional's Basic Services consist of design of a specific Small GESA Project described in the Small GESA Contract. The Basic Services include coordination of all architectural, structural, mechanical, plumbing and electrical engineering, and landscape architectural design and all other professional services and stated construction phase services required for the specific project. Where the Small GESA Contractor retains separate professionals to carry out the Work of their respective disciplines, the provisions of this Article apply equally to each. The Retained

Professional shall perform its services in accordance with the Project Procedures Manual.

### **3.3 Professional Liability Insurance.**

- a. The Retained Professional and any consultants of the Retained Professional which are required to provide sealed documents shall secure and maintain Professional Liability Insurance as specified in these General Conditions.
- b. If the Retained Professional or any consultant is a Joint Venture, one Retained Professional Liability Insurance policy covering the Joint Venture, or separate policies covering the individual joint venturers may be furnished. If separate policies covering the individual joint venturers are furnished, each policy must provide the minimum coverage for each occurrence as called for in the RFP and must together be equal to at least the aggregate amounts.
- c. Alternately, the Retained Professional may be covered under the Small GESA Contractor policies as provided for in these General Conditions. The Small GESA Contractor is ultimately responsible for the Project design and any errors, omissions or other acts covered by professional liability insurance and shall ensure that the Small GESA Contractor and the Retained Professional are adequately and appropriately covered by insurance.

**3.4 Responsibility.** The Retained Professional is responsible for the compliance of the Design Documents with all applicable permits, laws, regulations and ordinances of all commissions, agencies and governments, federal, state and local, insofar as they are applicable to, and have jurisdiction over the Project. The Retained Professional shall make all required submittals to, and shall obtain all required approvals from, the applicable agency in a timely manner so as not to cause delays to the Project.

**3.5 Cooperation with Local Bodies.** During the design of a Small GESA Project, the Retained Professional shall keep the local government informed about the Project and comply with any applicable requirements of local zoning, planning and supervisory bodies. If any of these requirements vary with the RFP and substantially increase the cost of the Project, or if any required approvals are withheld by the local bodies, the Retained Professional shall immediately notify both the Small GESA Contractor and the Funding Agency in writing of the issue.

**3.6 Interpretation of Documents.** The Small GESA Contractor's Retained Professional is the initial interpreter of the requirements of the Design Documents. The Small GESA Contractor's Retained Professional will, within seven (7) days after receipt of a written request, render in writing such interpretation and shall copy the Funding Agency on all such correspondence rendering an interpretation of the contract documents. All interpretations by the Small GESA Contractor's Retained Professional shall be consistent with the Contract Documents.

**3.7 Coordination with Existing Facilities and Utilities.** The Retained Professional and consultants shall consult with the Funding Agency to obtain all necessary data for coordinating a specific project with existing structures and all support utilities. The Retained Professional shall confirm in writing to and Funding Agency, through the Small GESA Contractor, all data furnished to the Retained Professional in this connection and the data's adequacy. The Retained Professional shall verify the information provided in

the Contract Documents regarding the various public services and utility companies, such as gas, electric, water, steam, waste water treatment/disposal, surface water disposal, telephone and communication, the commitment of their capability to service this Project, and shall submit same to the Funding Agency as part of its design submissions. The Retained Professional shall bring to the Funding Agency's immediate attention any reservations to this commitment by the utility companies, such as in-house engineering and construction costs and any inconsistencies regarding the locations and characteristics of such utilities between the actual field conditions and those indicated.

- 3.8 Standards of Quality.** If the Small GESA Contractor wishes to utilize material or equipment that is of the same type as specified, but manufactured by others than those named in the specifications of either the RFP, bridging or prototype documents (if any), the Small GESA Contractor shall certify at the time of submittals that the material or the equipment is equal in quality, performance and appearance to that mentioned in the specifications. No substitutions or "equal" submissions can be made to proprietary items.
- 3.9 Non-Conforming Work.** If corrective work or drawings are required from the Small GESA Contractor's Retained Professional due to defective or non-conforming work by the Small GESA Contractor, the cost for the Retained Professional's additional services shall be borne by the Small GESA Contractor.
- 3.10 "Record Drawings" for Department of Labor & Industry.** The Small GESA Contractor is responsible for submitting to the Department of Labor and Industry a revised set of Design Documents for approval for changes made during construction that are not in accordance with the Design Documents. This revised set of construction shall be referred to as "L&I Record Drawings" and shall be submitted in accordance with L&I UCC requirements.
- 3.11 "As-Built Record Drawings" for the Funding Agency.** No later than at Final Inspection of the Project, the Retained Professional shall submit As-Built Record Documents showing all changes or variations from the original contract drawings and specifications made during the course of construction. These drawings shall indicate all items uncovered during the Work and show 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 and similar items. Recorded changes shall be obtained from clearly marked field prints provided by the construction contractors and field office and from change orders. These As-Built Record Drawings shall be on archival paper for drawings and documents, and shall include three complete, identical electronic copies formatted and on media acceptable to the Funding Agency, shall be identified as "As-Built Record Documents", shall be delivered to, and shall become the sole property of, the Funding Agency.
- 3.12 Operations and Maintenance Data.** Prior to Final Inspection of the Project, the Retained Professional shall collect from the Small GESA Contractor, as provided in the Construction Documents, a final draft of the Operation and Maintenance Instructions Manuals prepared by the Small GESA Contractor and its various subcontractors. The Retained Professional shall review the draft for completeness including all pertinent shop drawings, diagrams, catalog data, manufacturers operating instructions, manufacturer's or supplier's maintenance instructions, certificates, warranties, guarantees and other pertinent operating and maintenance data. The Retained Professional shall indicate its approval of the draft with correction if necessary or request a revised draft and

resubmission of the manual for the Retained Professional's review and approval. Upon receipt of the two (2) final bound manuals from the Small GESA Contractor, the Retained Professional shall review them for accuracy and content, and when they meet with its approval, the Retained Professional shall forward to the Funding Agency the two (2) copies and two (2) identical, additional copies in electronic format(s) and on media acceptable to the Funding Agency prior Final Inspection.

- 3.13 Replacement of Small GESA Contractor's Retained Professional.** If the Small GESA Contractor terminates the Retained Professional, the Small GESA Contractor may hire a new Retained Professional whose status under the Contract Documents shall be that of the former Small GESA Contractor's Retained Professional. The decision of whether or not to terminate the Retained Professional rests solely with the Small GESA Contractor. The Funding Agency expressly reserves the right to evaluate and either accept or reject the Small GESA Contractor's replacement Professional. The Small GESA Contractor's decision to replace the Small GESA Contractor's retained Professional shall not give rise to any claim for additional costs or time to complete the Small GESA Contract.
- 3.14 Final Design Submission.** The Retained Professional shall schedule and coordinate its work so the Funding Agency and the Energy Engineer have adequate time and opportunity to review and accept the Final Design submission as discussed in the Small GESA Project Design Manual. The Retained Professional must obtain acceptance in a timely manner to permit the Work to continue on schedule.
- 3.15 Final Inspection.** When the Small GESA Contractor submits in writing to the Funding Agency a request for a Final Inspection and an application for final release of payment, the Final Inspection will be conducted within 30 days of the receipt of the request. If the Funding Agency and the Small GESA Contractor's Retained Professional concur that the Work is substantially complete, the Small GESA Contractor's Retained Professional will issue a Certificate of Final Completion and a final certificate for payment. In such case, the Retained Professional shall produce and deliver to the Small GESA Contractor, at Final Inspection, a list of uncompleted items and a reasonable cost of completion (Punch List). The Punch List shall list in detail each uncompleted item and a reasonable cost of completion for each Punch List item. The Funding Agency shall be given the opportunity to review and accept the contents of the Punch List. The Retained Professional will participate in any subsequent inspection to determine if the items are completed.
- 3.16 Commonwealth Owns Documents.** All contract drawings and specifications, special requirements and all other data compiled by the Retained Professional or the consultants for this Project, become the sole property of the Commonwealth, and may be used by it for any purpose desired by the Funding Agency without compensation. The Small GESA Contractor, the Retained Professional and all consultants convey to the Commonwealth copyright of the design and all design documents produced under this contract. The Small GESA Contractor and Retained Professional and consultants are not liable for any reuse of these documents by the Commonwealth.

## **ARTICLE 4**

### **THE COMMONWEALTH**

- 4.1 **Easements and Rights of Access.** If the Funding Agency deems it necessary, they, or their designee, will secure the appropriate interests in land, including but not limited to permanent and temporary easements. If such easements are insufficient for the erection of temporary construction facilities and storage of materials, the Funding Agency or designee shall provide easements and space as the Funding Agency deems necessary.
- 4.2 **The Funding Agency Not Responsible for Small GESA Contractor Means/Methods/Techniques.** Neither the Funding Agency nor designee bears any responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work since these are solely the Small GESA Contractor's responsibilities.
- 4.3 **The Funding Agency Not Responsible for Small GESA Contractor Acts or Omissions.** Neither the Funding Agency nor designee bears any responsibility for the acts or omissions of the Small GESA Contractor, or any of its subcontractors or any of their agents or employees, or any other persons performing any Work for the Small GESA Contractor.
- 4.4 **Commonwealth's Access to the Work.** The Funding Agency will, at all times, be provided full access to any area they deem necessary. The Small GESA Contractor shall provide the facilities for such access so the Funding Agency may perform its functions under the Contract Documents.
- 4.5 **Rejection of Work.** The Funding Agency may reject Work that is not in conformance with the Design Documents or direct the Small GESA Contractor to stop any portion of the Work, or to require special inspection or testing of the Work whenever such action is necessary or advisable to insure the proper implementation of the Contract Documents. The Funding Agency's failure to reject Work does not relieve the Small GESA Contractor from performing Work in accordance with the Contract Documents.

## **ARTICLE 5**

### **THE SMALL GESA CONTRACTOR**

- 5.1 **Review of Contract Documents and Site Conditions.**
- a. **Proposal Preparation Stage Investigation and Document Review.** During the Proposal preparation stage, the Small GESA Contractor had an affirmative duty to examine the nature and location of the Work, the soil and rock conditions if applicable and the character, quality and quantity of the materials that are required for the Work. The Small GESA Contractor may rely upon the geotechnical information, if any, available for review on the Project. The Small GESA Contractor also had a duty to study and compare the utility bills and any other documents supplied by the Funding Agency. If the Small GESA Contractor did not request a clarification during the Proposal preparation stage with regard to the site conditions or discrepancies within the Contract Documents, the Small GESA Contractor may

not submit a claim after award of the contract alleging insufficient data, ambiguity in the documents or incorrectly assumed conditions.

**b. Post-Award Investigation and Document Review.**

- 1) **Site Conditions** – If, after award, the Small GESA Contractor finds any material change in the condition of the site, the Small GESA Contractor must immediately inform the Funding Agency in writing of the change site condition. The Funding Agency will address the alleged material change in the site conditions and notify the Small GESA Contractor in writing of such review.
- 2) **Contract Documents** – If, after award, the Small GESA Contractor contends that there are discrepancies or errors in the documents issued with the RFP, the Small GESA Contractor must submit the contention as a written Request for Information to the Funding Agency within 10 days of discovering the alleged discrepancy.
  - i. If the Funding Agency determines that the alleged discrepancy/error constitutes a patent condition that should have been discovered during the proposal preparation stage (see 5.1a), no additional time or compensation will be granted to the Small GESA Contractor.
  - ii. If the Funding Agency determines the alleged discrepancy constitutes a latent condition that would not be reasonably susceptible of being discovered during the proposal preparation stage, the Funding Agency will consider granting additional time and/or compensation to the Small GESA Contractor, depending upon the specific nature of the condition.

**5.2 Supervision and Construction Procedures.** The Small GESA Contractor is solely responsible for all construction means, methods, techniques, procedures, and safety programs in connection with the Work on any project. Furthermore, the Small GESA Contractor shall perform the Work in accordance with applicable industry standards for performance, service life, deterioration and wear; in a good and workmanlike manner, and in accordance with manufacturer's recommendations and requirements; in compliance with regulatory approvals and applicable laws, regulations, and ordinances; and in accordance with the Contract Documents.

**5.3 Coordination of Subcontractors.** The Small GESA Contractor shall be responsible for all acts of its subcontractors utilized under the Small GESA Contractor Contract and for their compliance with all terms and provisions of the Small GESA Contract applicable to their performance. The Small GESA Contractor's subcontractors shall not be removed from the Project without the Funding Agency's review and acceptance. The Small GESA Contractor will not receive an extension of time or additional compensation for the removal of any unacceptable subcontractors. The failure of any subcontractor to complete its portion of the Work in a satisfactory manner within the proper time will not relieve the Small GESA Contractor of responsibility for the proper and satisfactory execution and completion of the entire Work.

**5.4 Use of Site.** The Small GESA Contractor shall confine its apparatus, the storage of equipment, tools and materials and its operations and workers at the site to the limits of contract as permitted by law, ordinances, permits and the Contract Documents. The

Small GESA Contractor shall not unreasonably encumber the site with any materials or equipment.

**5.5 Job Conferences.** Job Conferences may be held as often as required, but shall be held at least bi-weekly and must be attended by the Small GESA Contractor. The names of the authorized representative of the Small GESA Contractor shall be submitted to the Funding Agency at the Orientation Conference. The Funding Agency will attend the Job Conference. The Funding Agency will advise the Small GESA Contractor of the dates and times of the Job Conferences. Failure to attend a Job Conference or any other mandatory meeting (unless excused by the Funding Agency) constitutes a breach of the Small GESA Contractor contract.

**5.6 Drawings and Specifications at the Site.**

a. The Small GESA Contractor shall maintain in good order at the site, for the Funding Agency and the Small GESA Contractor's Retained Professional, one record copy of all drawings, specifications, bulletins, addenda, contract modifications, change orders and requests for information. The Small GESA Contractor shall include the value of the as-built drawings as a cost item, which shall be subject to the acceptance of the Funding Agency.

b. The Small GESA Contractor shall also maintain at the site one record copy of approved shop drawings, catalog data, operating and maintenance instructions, certificates, warranties, samples and similar submittals. These shall be available to the Funding Agency and Small GESA Contractor's Retained Professional at all times, and they shall be delivered to the Funding Agency as part of the Operation and Maintenance Instruction Manuals.

**5.7. Responsibility for those Performing Work.** The Small GESA Contractor is responsible for the acts and/or omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the Work. The Small GESA Contractor shall at all times enforce good order and conduct among its employees and subcontractors. Every employee and subcontractor shall be skilled in the performance of work assigned to that employee or subcontractor. All Small GESA Contractor personnel shall be respectful of all Commonwealth employees and the general public. Any incidents of disrespect, verbal abuse, threatening statements, unwelcome comments, unwelcome interaction or any form of harassment from any Small GESA Contractor personnel toward any Commonwealth employee, or the general public is strictly prohibited. Any violation is sufficient cause for the Funding Agency to direct the Small GESA Contractor to remove such person from employment on the site. The Funding Agency will not be responsible or liable for any delays caused to the Project due to any individual being removed from the site.

**5.8. Permits and Fees.** Due to the UCC, all state-owned facilities fall under the jurisdiction for plan review and inspection only by the Commonwealth Department of Labor & Industry. Consequently, the Small GESA Contractor shall not obtain any building permits from local authorities. The Small GESA Contractor shall, however, continue to obtain and pay for all other necessary permits, licenses, and certificates required by law for the proper execution and completion of its work. The Small GESA Contractor shall furnish proof of payment for all such items, or proof that no such items are required. No change order will be issued for these costs since they are to be included in the submitted



Energy Audit Report. Sewer and Water Tap-In Fees shall be reimbursed to the Small GESA Contractor by Change Order without mark-up.

**5.9. PCCA/UCC Inspections and Compliance with Applicable Laws, etc.**

- a. The Small GESA Contractor shall give all notices and comply with all applicable laws, ordinances, regulations, rules and orders of any public authority bearing on the performance of the work. If the Small GESA Contractor observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the Small GESA Contractor's Retained Professional and the Funding Agency in writing. Any necessary modifications will be made by the Small GESA Contractor's Retained Professional at no cost to the Funding Agency unless applicable laws, ordinances, regulations, rules and/or orders are changed after the receipt of the Small GESA Contractor's Cost Submittal. If the Small GESA Contractor performs any work knowing it to be contrary to such applicable laws, ordinances, regulations, rules or orders, and without such written notice to the Small GESA Contractor's Retained Professional and the Funding Agency, the Small GESA Contractor assumes full responsibility therefore and shall bear all costs attributable thereto.
- b. The Project shall be subject to the Pennsylvania Construction Code Act (PCCA) and the Uniform Construction Code. The Small GESA Contractor shall become familiar, and is responsible for complying, with all aspects of the PCCA and the UCC, including but not limited to the site inspection procedure set forth in the Funding Agency of Labor & Industry's Inspection Procedures. For purposes of inspection, the Small GESA Contractor shall be deemed "the owner" as described in the PCCA/UCC. The most recent list of inspections required by L&I can be found on L&I's website. The Small GESA Contractor must include both the dates for notification to L&I and the date of all PCCA/UCC inspections as milestones in the Project Schedule. The L&I mandated advance notice, defined for each inspection activity, shall be considered and included as lead time in the development of the Project Schedule. The Small GESA Contractor shall assume the responsibility of the permit applicant/permit holder as applicable. The Small GESA Contractor shall be responsible to contact L&I to schedule the required inspections in accordance with the inspection procedures outlined in the Building Permit. Failure to do so shall not be cause for a delay claim against the Funding Agency.

**5.10. Existing Utilities.**

- a. The Small GESA Contractor shall comply with all notification requirements established by applicable law relative to protection of underground utilities and shall also check the location of existing utilities required to remain in place, including those overhead or underground, and take all necessary precautions to prevent injury or damage during the performance of the Work.
- b. If performing excavation, the Small GESA Contractor is responsible for costs associated with locating all existing underground utilities prior to commencing excavation, including utilities that are owned and operated by the Funding Agency.
- c. The Small GESA Contractor shall be responsible for the costs associated with utility interruption and repair due to any excavation if the utility location was not requested and/or proper location procedures were not performed and/or followed prior to commencing excavation.

- d. If the Small GESA Contractor damages a utility, the Small GESA Contractor shall immediately notify the utility company and the Funding Agency and assume all costs of repairing or relocating the service of any utility disrupted due to excavation, or any Small GESA Contractor action, whatever the circumstance. The Funding Agency reserves the right to immediately restore the service of any utility disrupted due to actions of the Small GESA Contractor and to invoice the Small GESA Contractor for payment. Payment of invoice is due within 30 days of date of invoice.
  - e. Utilities and/or other service which are shown or not shown but encountered shall be protected by the Small GESA Contractor from any damage from any Work and operations of the Small GESA Contractor, unless or until they are abandoned.
- 5.11. **Interruption of Existing Services.** Whenever it becomes necessary to interrupt existing services in use by the Funding Agency, such as sewer, water, gas, steam, and electric, the Small GESA Contractor shall perform the Work during such hours as required by and in coordination with the Funding Agency, so as to complete the Work and restore all existing services with minimal interruption or disruption to the Funding Agency. The Small GESA Contractor shall continue its work on a twenty-four hour bases until the Work is completed and the services restored or at such alternate time required by the Funding Agency. Before beginning the Work, the Small GESA Contractor shall apply in writing and receive acceptance in writing from the Funding Agency to establish a time when interruption of the service will cause minimum interference with the activities of the Funding Agency. The Small GESA Contractor's request to interrupt service must be submitted to the Funding Agency at least 15 calendar days prior to the date desired for interruption.
- 5.12. **Small GESA Contractor Performing Excavation or Demolition.** If the Small GESA Contractor performs excavation or demolition work, the Small GESA Contractor shall fully comply with the requirements of Underground Utility Line Protection Law, Act 287-74, as amended, approved December 10, 1974, relative to protection of underground utilities.
- 5.13. **Cleaning the Project.** The Small GESA Contractor shall be responsible for the cost of cleaning and removing from the site its identifiable debris, including but not limited to, bulky debris, packaging containers, unused materials and equipment and materials not suitable for disposal by standard commercial procedures, such as masonry, concrete materials, crates and combustible items. Good housekeeping shall be observed at all times, and waste, debris, and garbage shall be removed daily or placed in appropriate waste containers outside of the work place and all materials, tools and equipment shall be stored in a safe and orderly fashion.
- 5.14. **Tests.** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction that are in effect at the time of the effective date of a Small GESA Contract require any work to be inspected, tested or approved, the Small GESA Contractor shall give the Funding Agency timely notice of its readiness and of the date arranged, so the Funding Agency may observe such inspection, testing or approval. The Small GESA Contractor shall bear all costs of such inspections, tests and approvals, unless otherwise provided.
- 5.15. **Certificates of Inspection.** The Small GESA Contractor is responsible to secure any required certificates of inspection, testing or approval. Such required certificates of inspection, testing and approval include those required by the PCCA/UCC. The Small

GESA Contractor shall be delivered to the Small GESA Contractor's Retained Professional and the Funding Agency.

- 5.16. Observation of Testing.** The Small GESA Contractor's Retained Professional and, where required by the PCCA/UCC, L&I, shall observe the inspections, tests or approvals and it shall be the Small GESA Contractor's responsibility to serve sufficient notice to the Small GESA Contractor's Retained Professional and, where required by PCCA/UCC, to L&I of such inspections, tests or approvals to enable the timely inspection of the Work without impacting the Project Schedule.
- 5.17. Effect of Tests.** Neither the observations of the Small GESA Contractor's Retained Professional nor inspections, tests or approvals by persons other than the Small GESA Contractor shall relieve the Small GESA Contractor from its obligations to perform the Work in accordance with Contract Documents.
- 5.18. Environmental Quality Control.** The Small GESA Contractor and its Subcontractors shall perform their work in a manner that minimizes the possibility of air, water, land and noise pollution.
- 5.19. Solid Waste.** Storage, collection, transportation and final disposal of solid waste shall be in accordance with the Solid Waste Management Act regulations and standards of the Department of Environmental Protection (DEP). Immediately upon the effective date of a Small GESA Contract, the Small GESA Contractor shall obtain, at its cost, the necessary permit(s) from DEP and conduct waste disposal to sites approved under this permit. A copy of this permit must be submitted to the Funding Agency before commencing waste disposal. A record of receipt of the waste material that is signed by the waste company certified to receive the waste material acknowledging receipt and proper disposal must be provided to the Funding Agency.
- 5.20. Compliance with Statutes and Regulations Administered by DEP.** The Small GESA Contractor shall comply with all statutes and regulations of the Commonwealth of Pennsylvania concerning environmental quality control administered by DEP. The Small GESA Contractor is responsible for any violations and shall secure all required permits. The Small GESA Contractor's Retained Professional, if required, shall obtain an erosion control permit.
- 5.21. Suspension from Metal Roof Decks – New and Existing.** Ductwork, conduit, ceiling systems, lighting fixtures or any other miscellaneous equipment shall not be suspended from metal roof decks. These components shall only be suspended from the structural members or a suspension system supported by the structural members. All concentrated loads must be reviewed and approved by the Small GESA Contractor's Retained Professional.
- 5.22. Insulation.** All insulation incorporated into the Project **must** contain the minimum percentage of postconsumer recovered paper or recovered material as shown below for the applicable product:

<u>Material Type</u>	<u>Percent by Weight</u>
Cellulose loose – fill and spray on	75% postconsumer recovered paper
Perlite Composite Board	23% postconsumer recovered paper
Plastic rigid foam, polyisocyanurate/polyurethane	
1.1 Rigid Foam	9% recovered material

Material Type	Percent by Weight
1.2 Foam-in-Place	5% recovered material
1.3 Glass Rigid Foam	6% recovered material
1.4 Phenolic Rigid Foam	5% recovered material
1.5 Rock Wool	50% recovered material

**5.23. Enforcement of Insulation Requirement.** The Small GESA Contractor may be required to provide the Funding Agency with documentary evidence that the insulation provided for the Project was produced with the required minimum percentage of postconsumer recovered paper or recovered material.

**5.24. Landscaping Recycled Products Content.** All landscaping products included in the final product and sold to the Commonwealth **MUST** contain the minimum percentage of postconsumer and recovered material content as shown below for the applicable products:

Landscaping Product	Recovered Material Content
Hydraulic Mulch: Paper Wood/Paper	100% (post-consumer) 100% total
Compost Made From Yard Trimmings and/or Food Waste	Purchase or use of compost made from yard trimmings, applications such as landscaping, seeding of grass or other plants, as nutritious mulch under trees and shrubs, and in soil erosion control reclamation. The Funding Agency further recommends implementing a composting system for these materials when agencies have an adequate volume and sufficient space.
Garden Hose: 1.6 Rubber and/or Plastic	60% (post-consumer)
Soaker Hose: 1.7 Rubber and/or Plastic	60% (post-consumer)
Lawn and Garden Edging 1.8 Rubber and/or Plastic	30% post-consumer/30-100% total

The Small GESA Contractor shall submit certification that the landscaping product(s) which the Small GESA Contractor used contains the required minimum percentage of post-consumer and recovered material content as shown in this chart. In addition, a Manufacturer's Certification must be completed and signed by the manufacturer before payment will be made to the Small GESA Contractor for the delivered items. The Manufacturer's Certification must indicate, at a minimum, the manufacturer's federal id number, this project number, and the following paragraph:

I, the undersigned officer of the manufacturer do hereby certify that I am authorized to provide this certification on behalf of the manufacturer and that the type of construction product(s) listed above which my company furnished to the Small GESA Contractor on this project contained not less than \_\_\_\_\_% post-consumer materials and \_\_\_\_\_%

recovered materials as those terms are defined in these General Conditions. I understand that this document is subject to the provisions of the Unsworn Falsification to Authorities Act, 18 P.S. §4904. The Funding Agency shall have no obligation to pay for item(s) until a properly completed and signed Manufacturer's Certification is submitted.

**5.25. Construction Products Recycled Content.** All construction products offered by the Contractor, or included in the final product offered by the Contractor and sold to the Commonwealth must contain the minimum percentage of postconsumer and recovered material content as shown in the chart below for the applicable products.

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Structural Fiberboard	Recovered Materials	-	80
Laminated Paperboard	Post-consumer Paper	100	-
Rock Wool Insulation	Slag	-	75
Fiberglass Insulation	Glass Cullet	-	20
Cellulose Insulation (loose-fill and spray-on)	Post-consumer Paper	75	-
Perlite Composite Board Insulation	Post-consumer Paper	23	-
Plastic Rigid Foam, Polyisocyanurate/ Polyurethane: Rigid Foam Insulation	Recovered Material	-	9
Foam-in-Place Insulation	Recovered Material	-	5
Glass Fiber Reinforced Insulation	Recovered Material	-	6
Phenolic Rigid Foam Insulation	Recovered Material	-	5
Floor Tiles (heavy duty/commercial use)	Rubber	90	-
	Plastic	-	90
Patio Blocks	Rubber or Rubber Blends	90	-
	Plastic or Plastic Blends	-	90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint: 1.9 Consolidated <sup>1</sup> 1.10 Reprocessed <sup>2</sup> White, Off-White, Pastel Colors Grey, Brown, Earthtones, and Other Dark Colors	Recovered Material	100	-
	Recovered Material	20	-
	Recovered Material	50	-
Shower and Restroom Dividers/Partitions:	Plastic	20	-
	Steel <sup>4</sup>	16	9
		67	33
Carpet Cushion: Bonded Polyurethane Jute Synthetic Fibers Rubber	Old Carpet Cushion	15	-
	Burlap	40	-
	Carpet Fabrication Scrap	-	100
	Tire Rubber	60	-
Railroad Grade Crossing Surfaces 1.11 Concrete 1.12 Rubber <sup>3</sup>	Coal Fly Ash	-	15
	Tire Rubber	-	85

<sup>1</sup> Consolidated latex paint used for covering graffiti, where color and consistency of performance are not primary concerns.

<sup>2</sup> Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceiling, and trim; gutterboards; and concrete, stucco, masonry, wood, and metal surfaces.

See next page for continuation of footnotes

<sup>3</sup>The recommended recovered materials content for rubber railroad grade crossing surfaces are based on the weight of the raw materials, exclusive of any additives such as binders or additives

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
1.13 Steel <sup>4</sup>	Steel	16 67	9 33

The Small GESA Contractor shall submit certification that the landscaping product(s) which the Small GESA Contractor used contains the required minimum percentage of post-consumer and recovered material content as shown in this chart. In addition, a Manufacturer's Certification must be completed and signed by the manufacturer before payment will be made to the Small GESA Contractor for the delivered items. The Manufacturer's Certification must indicate, at a minimum, the manufacturer's federal id number, this project number, and the following paragraph:

I, the undersigned officer of the manufacturer do hereby certify that I am authorized to provide this certification on behalf of the manufacturer and that the type of construction product(s) listed above which my company furnished to the Small GESA Contractor on this project contained not less than \_\_\_\_\_% post-consumer materials and \_\_\_\_\_% recovered materials as those terms are defined in these General Conditions. I understand that this document is subject to the provisions of the Unsworn Falsification to Authorities Act, 18 P.S. §4904. The Funding Agency shall have no obligation to pay for item(s) until a properly completed and signed Manufacturer's Certification is submitted.

**5.26. Storage.** The Small GESA Contractor shall provide, at its cost, in a location directed by the Funding Agency, a suitable, substantially watertight storage shed in which it shall store all materials that might be damaged by the weather. A mobile trailer is acceptable. The enclosure shall be situated on site as directed by the Funding Agency. All storage enclosures shall have floors raised at least six (6) inches above the ground on heavy joists or sleepers. Storage sheds shall have sufficient natural ventilation to preclude condensation. The Small GESA Contractor shall maintain the storage shed at its cost and shall remove the shed(s) when directed by the Funding Agency. The Small GESA Contractor shall not store any materials in any existing building or beyond the contract limits as defined by the drawings without prior written authorization from the Funding Agency.

**5.27. Operation and Maintenance Instruction Manuals.** The Small GESA Contractor shall, for its scope of work, carefully compile during the progress of the Work indexed Operation and Maintenance Manuals to include methods of care and cleaning of all types of visible surface materials, both interior and exterior, and descriptions of all systems and equipment and methods of operations thereof. Descriptions shall give pertinent diagrams, identifying charts, color coding, connections, lubricating instructions, and single line and detailed wiring diagrams, using manufacturers' printed information where possible. Where manufacturers' printed information is not available, the Small GESA Contractor shall obtain written instructions prepared by subcontractors and sub-subcontractors. The Small GESA Contractor shall include names, addresses and phone numbers of all subcontractors and sub-subcontractors, and of service firms of each mechanical item, for the Funding Agency' use after expiration of the guarantee period.

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<sup>4</sup> The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

Prior to Final Inspection, the Small GESA Contractor shall submit a final draft of the manual in a loose-leaf binder for approval by the Small GESA Contractor's Retained Professional and the Funding Agency. After approval and before final payment, the Small GESA Contractor shall furnish two (2) corrected, indexed, bound copies and one (1) electronic copy in the Funding Agency accepted formats and media to the Funding Agency for issuance to the Funding Agency no later than Final Inspection.

- 5.28. As-Built Record Drawings.** No later than Final Inspection, the Small GESA Contractor shall prepare and deliver to the Funding Agency through its Retained Professional 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.
- 5.29. Warranty and Guarantee.** In addition to the Contract Bond, the Small GESA Contractor shall unconditionally warrant and guarantee equipment, materials and workmanship against defects arising from faulty equipment, faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of Final Inspection of the Work or beneficial occupancy (whichever occurs first) unless other warranties found within the Contract Documents specify or indicate longer periods. The Small GESA Contractor shall replace such defective equipment, materials or workmanship without cost to the Funding Agency. The Small GESA Contractor warrants that such replacement equipment, material or workmanship furnished under this provision shall be furnished in conformance with the Contract Documents for an additional twelve (12) months from the completion of the replacement work. The Small GESA Contractor shall warrant that such equipment, material or workmanship furnished under this Small GESA Contractor shall be furnished in conformance with the Contract Documents. All Work not conforming to these standards may be considered non-conforming.
- 5.30. Taxes.** The Small GESA Contractor shall pay all sales, consumer, use and other similar taxes required by law. The Small GESA Contractor shall be familiar with and take full advantage of all sales tax exemptions allowed by the Pennsylvania Department of Revenue. The Small GESA Contractor has an affirmative duty to seek a refund or reimbursement of sales tax from Department of Revenue for costs that were included in the Contract. Once those savings are received by the Small GESA Contractor, they shall be transferred back to the Funding Agency through a credit change order(s). Additional information is available at: [http://www.revenue.state.pa.us/portal/server.pt/community/revenue\\_home/10648](http://www.revenue.state.pa.us/portal/server.pt/community/revenue_home/10648) and at: [http://www.revenue.state.pa.us/portal/server.pt/community/sales\\_use\\_tax/14702](http://www.revenue.state.pa.us/portal/server.pt/community/sales_use_tax/14702). Credit changes orders for such tax refunds or reimbursements shall be equal to the actual tax refund or reimbursement amount(s) less ten percent (10%) for administrative costs.
- 5.31. Offset of Amounts Due to Commonwealth.** The Small GESA Contractor, by execution of the Contract, certifies that it has no outstanding tax liability to Pennsylvania; authorizes the Department of Revenue to release information related to its tax liability to the Funding Agency; and authorizes the Commonwealth to offset the amount of any state tax or Small GESA Contractor liability owed to the Commonwealth by the Small GESA Contractor or its affiliates and subsidiaries, as well as any other amount due to the Commonwealth from the Small GESA Contractor not being contested on appeal by the Small GESA Contractor, against any payments due the Small GESA Contractor

under this or any other contract with the Commonwealth. The certification of no outstanding tax liability is a material representation of fact, which the Funding Agency relies upon in entering into the Contract. If it is later determined that the Small GESA Contractor knowingly rendered an erroneous certification, the Funding Agency may find the Small GESA Contractor in default and terminate the Contract. Such erroneous certification may also be grounds for initiation of civil, criminal and/or debarment proceedings.

**5.32. Nondiscrimination and Sexual Harassment.** During the term of the Contract the Small GESA Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.



6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of the provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for the violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## **ARTICLE 6**

### **SUBCONTRACTORS**

- 6.1 **Small GESA Contractor's Interest in Subcontractor.** Pursuant to the Contractor Integrity Provisions (included in the RFP), a Small GESA Contractor may not, except with the consent of the Commonwealth, have a financial interest in any other Contractor, Subcontractor, or Supplier providing services, labor, or material on this project. The Small GESA Contractor will be requested to disclose the names of all Subcontractors and/or Suppliers in which the Small GESA Contractor has a financial interest, and which will be utilized in the Project. This information must be disclosed on Form GSC-23, Request for Approval of Materials and/or Subcontractors. If the Funding Agency has a reasonable objection to the proposed Subcontractors and/or Suppliers, the Small GESA Contractor shall promptly propose another Subcontract and/or Supplier to whom the Funding Agency does not have an objection. The Funding Agency's acceptance of the Subcontractors and/or Suppliers will be deemed to be consent for the purposes of Contractor Integrity Provisions. Failure to disclose the names of such Subcontractors and/or Suppliers is sufficient grounds for termination of this Contract. Such failure may also be grounds for the initiation of civil or criminal proceedings. The Small GESA Contractor shall not replace any Subcontractor and/or Supplier previously selected and/or accepted by the Funding Agency, without prior written notification to the Funding Agency and receipt of the Funding Agency's written acceptance for such substitution.
- 6.2 **Subcontractor/Supplier Responsibility.** If the Small GESA Contractor enters into any subcontracts or purchase orders under this Contract with Subcontractors or Suppliers currently suspended or debarred by the Commonwealth, or who become suspended or debarred by the Commonwealth during the term of this Contract or any extensions or renewals of it, the Funding Agency may require the Small GESA Contractor to terminate such Contract.
- 6.3 **Small GESA Contractor Responsibility for Actions and Compliance.** The Small GESA Contractor shall be responsible for all acts of its Subcontractors and Suppliers utilized under this Contract, and for their compliance with all terms and provisions of the Contract applicable to their performance. The Small GESA Contractor shall

continuously coordinate the Work of all Subcontractors to assure proper processing and progress of the Work.

- a. The Small GESA Contractor shall require each Subcontractor to comply with the following:
  - 1) Examine the shop drawings and the Work of other subcontractors and all sections of the specifications to the extent necessary for satisfactory installation of its Work, and connection between its Work and the Work of other subcontractors; and
  - 2) Coordinate its Work accordingly; and
  - 3) Cooperate with other subcontractors toward timely and satisfactory completion of the Project.
- b. Subcontractors proposed by the Small GESA Contractor will not be acceptable to the Funding Agency if evidence exists or arises during the Work that the Subcontractors are unable or unwilling to comply with the requirements of the Contract Documents which govern the Work of the Subcontractors involved, or if the Subcontractors have experience which is inconsistent with requirements for the Work of the Subcontractors. In the event a Subcontractor is or becomes unacceptable to the Funding Agency, the Small GESA Contractor will not be entitled to a change in the Contract Sum or Contract Duration and shall propose substitute Subcontractors for unacceptable Subcontractors.
- c. The failure of any Subcontractor to complete its portion of the Work in a satisfactory manner within the proper time will not relieve the Small GESA Contractor of responsibility for the proper and satisfactory execution and completion of the entire Work.

**6.4 Acts and Omissions of Subcontractors.** The Small GESA Contractor acknowledges its full responsibility to the Funding Agency for the acts and omissions of its Subcontractors, and of the persons and firms either directly or indirectly employed by them, equally to the extent that the Small GESA Contractor is responsible for the acts and omissions of persons and firms directly or indirectly employed by it. The Small GESA Contractor acknowledges that it remains fully responsible for the proper performance of its Contract whether work is performed by the Small GESA Contractor's own forces or by Subcontractors engaged by the Small GESA Contractor.

**6.5 Subcontracts and Purchase Orders.**

a. Subcontractors:

- 1) All Work performed for the Small GESA Contractor by a Subcontractor shall be done pursuant to a written subcontract between the Small GESA Contractor and the Subcontractor.
- 2) The form of the written subcontracts may vary at the discretion of the Small GESA Contractor, but must contain the provisions noted below.
- 3) All subcontracts between the Small GESA Contractor and each Subcontractor **must**:
  - i. Be signed by both parties;
  - ii. Contain Provisions that:
    - A. Set forth the amount the Subcontractor is to be paid; and
    - B. Describe the scope of Work to be performed by the Subcontractor; and

- C. Preserve and protect the rights of the Funding Agency and the Professional under the Contract with respect to the Work to be performed under the Subcontract, so that the subcontracting thereof will not prejudice such rights; and
- D. Require that such Work be performed in accordance with the requirements of the Contract Documents; and
- E. Require submission to the Small GESA Contractor of applications for payment under each Subcontract to which the Small GESA Contractor is party, in reasonable time to enable the Small GESA Contractor to apply for payment in accordance with the provisions of the Prompt Payment Act (62 Pa. C. S. §3901 *et seq.*) and the provisions of these General Conditions governing payment by the Funding Agency; and
- F. Prior to commencing onsite or offsite work, require each Subcontractor to comply with the provisions of the Public Works Employment Verification Act (43 P.S. §§ 167.1 – 167.11), which requires subcontractors to utilize the Federal E-Verify program to verify the employment eligibility for every new employee hired after January 1, 2013 and to submit to the Department a Commonwealth Public Works Verification Form available on the Department's web site at [www.dgs.state.pa.gov](http://www.dgs.state.pa.gov); and.
- G. Require each Subcontractor to include provisions in each of its subcontracts regarding the applicability of the Public Works Employment Verification Act (43 P.S. §§ 167.1 – 167.11), information regarding the use of the Federal E-Verify program, and reference to the Department's web site to obtain a downloadable copy of the Commonwealth Public Works Employment Verification Form required to be submitted to the Department.
- H. Require that all claims for additional costs, extensions of time or otherwise with respect to subcontracted portions of the Work shall be submitted to the Small GESA Contractor in the manner provided in the Contract Documents for like claims by the Small GESA Contractor upon the Funding Agency; and
- I. Require acknowledgement by the Subcontractor that the Subcontractor is without privity of Contract with the Funding Agency and that the Subcontractor agrees by signing the Subcontract

that it neither acquires or intends to acquire any rights against the Funding Agency on a third party beneficiary theory or any other theory; and

- J. Require each Subcontractor to notify its Subcontractors, in writing, that their rights of recovery against the bond of the Small GESA Contractor for failure of payment may not be exercised unless the Small GESA Contractor is notified of the claim within ninety (90) days from the last performance of labor or provision of materials and/or equipment; and
  - K. Obligate each Subcontractor to specifically consent to all provisions of this Article of the General Conditions of the Contract; and
  - L. Contain the following certification language:  
**Certification:** I, the undersigned officer of the Small GESA Contractor, do certify that, to the best of my knowledge, this subcontract complies with the provisions of the Subcontractor Article of the General Conditions of the Contract with the Funding Agency. I understand that by signing this document I certify that this document is subject to the provisions of the Unsworn Falsifications to Authorities (18 P.S. §4904). I acknowledge that if my company does not comply with the terms of the Subcontractor Article my firm may be subject to suspension for a period up to three (3) months and/or debarment from bidding on any Commonwealth of Pennsylvania Public Works Projects for a period of three (3) years.
- 4) The Small GESA Contractor agrees that failure to incorporate these terms in its Subcontracts is a material breach of the terms of the Contract Documents. The Small GESA Contractor will have five (5) days, as required by the Administrative Procedures, to provide proof in writing that such a deficiency in its subcontract documents has been remedied. Failure to provide written proof within five (5) days shall constitute grounds for default of the Small GESA Contractor by the Funding Agency.
  - 5) The Small GESA Contractor shall submit one copy plus an electronic copy of all subcontracts for Work to be performed on the Project to the Funding Agency, or its designee, for the Project prior to the commencement of any Work by the Subcontractor.
  - 6) The Small GESA Contractor shall also submit a copy of every subcontract with a SDB to the Bureau of Diversity, Inclusion and Small Business Opportunities.
  - 7) The Small GESA Contractor shall submit to the Funding Agency a list of its subcontractors' personnel to be in attendance at the site or Job Conferences, their duties and responsibilities and their addresses and

cell phone numbers. Once construction by a subcontractor begins at the project site, the subcontractor shall be represented by a duly authorized and competent superintendent, whenever it is carrying out any work on the site. The subcontractor may not change its superintendent, unless it provides, in writing, justification for the change, along with the name and qualifications of the individual whom the Small GESA Contractor proposes to be the subcontract superintendent. The Funding Agency may demand that the Small GESA Contractor dismiss from the project any person subcontracted by the Small GESA Contractor whom the Funding Agency determines is incompetent or guilty of misconduct. The Funding Agency may withhold any payments, which are or may become due to the Small GESA Contractor, or the Funding Agency may suspend the work at the expense of the Small GESA Contractor, if the Small GESA Contractor fails to comply with the provisions of this paragraph.

**b. Suppliers:**

- 1) Suppliers do not have to sign Purchase Orders.
- 2) The Small GESA Contractor shall submit one (1) certification letter, on the Small GESA Contractor's letterhead, with language identical to that set forth in the sample letter included as part of the Administrative Procedures governing Supplier and Subcontractor approvals. This one (1) letter, which shall apply to all purchase orders, shall certify the Small GESA Contractor's compliance with the terms set forth in the letter. The language required by the Administrative Procedures to be included in the letter shall not be altered in any way.
- 3) The Small GESA Contractor shall submit this certification letter to the Funding Agency **prior to the delivery of any material and/or equipment by any Supplier.**
- 4) For every purchase order with a SDB Supplier, the Small GESA Contractor shall submit a copy of the purchase order to Bureau of Small Business Opportunities
- 5) The Small GESA Contractor shall identify all material and/or equipment that will be supplied by a SDB Supplier.

**6.6 No Contractual Relationship between The Funding Agency and Subcontractor.**

Nothing contained in the Contract Documents creates any contractual relationship between the Funding Agency and any Subcontractor, Sub-Subcontractor or any of its authorized representatives. Nothing in the Contract Documents between the Funding Agency and the Small GESA Contractor should be construed to authorize any person not a party to the Standard Form of Contract to maintain any lawsuit involving that contract, unless otherwise provided by law.

**6.7 No Contractual Relationship between The Funding Agency and Supplier.**

Nothing contained in the Contract Documents creates any contractual relationship between the Funding Agency and any Supplier or its authorized representatives. Nothing in the Contract Documents between the Funding Agency and the Small GESA Contractor should be construed to authorize any person not a party to the Standard Form of Contract to maintain any lawsuit involving that contract, unless otherwise provided by law.

- 6.8 Payment of Subcontractor by Small GESA Contractor Governed By Prompt Payment Schedule.** Payments to the Subcontractor are subject to the provisions of Section 3931 *et seq.*, Subchapter D, “*Prompt Payment Schedules*” of Title 62 Procurement. The general description set forth in the General Conditions does not relieve the Small GESA Contractor from strict compliance with the requirements of the Prompt Payment Act. Nothing described in these General Conditions is intended to impose a duty greater than that imposed by the Prompt Payment Act. In the event of any discrepancy between this language and the language of the Act, the Act controls.
- 6.9 Failure of The Funding Agency to Release Progress Payment.** If the Funding Agency fails to approve release for payment of some or all of an accepted Application for Payment for any cause which is the fault of the Small GESA Contractor and not the fault of a particular Subcontractor, the Small GESA Contractor shall pay that Subcontractor, upon demand made by the Subcontractor at any time after the accepted Application for Payment should otherwise have been issued, for its Work to the extent completed, less the retained percentage.
- 6.10 Percentage of Completion.** The Funding Agency may, on request, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Small GESA Contractor on account of work done by such Subcontractor.
- 6.11 No Obligation on Part of The Funding Agency to Pay Subcontractor or Supplier.** Subcontractor or Supplier issues concerning delayed and non-payment should be addressed to the Small GESA Contractor and the Small GESA Contractor’s payment bond surety. The Funding Agency shall have no obligation to pay or to ensure the payment of any moneys to any Subcontractor or Supplier except as may otherwise be required by law. Subcontractors and Suppliers acknowledge they have no direct cause of action (unless otherwise provided by law) against The Funding Agency relating to any payment issues.
- 6.12 Subcontractor and Supplier Claims.** The Small GESA Contractor agrees to require the Subcontractor and/or Supplier to submit all claims for extras, extensions of time or for damages to the Small GESA Contractor in the manner provided in the Contract Documents for claims by the Small GESA Contractor against the Funding Agency in accordance with the Disputes Article of these General Conditions. Since neither the Subcontractors nor Suppliers have privity of contract with the Funding Agency, they may not pursue a claim directly against the Funding Agency.

## **ARTICLE 7**

### **PROJECT SCHEDULE**

- 7.1 Submission of the Baseline Project Schedule** The Baseline Project Schedule is to be submitted to the Funding Agency within thirty (30) days of the Contract Start Date. This schedule shall utilize Primavera and incorporate all activities. The project shall not be submitted in .pdf format, but shall be submitted in .XER format. The Baseline Project Schedule shall include all design, permitting, procurement, construction, inspections and contract closeout activities until the Contract Completion Date.

## 7.2 Software

- a. The Critical Path Method (CPM) of Project Schedule calculation shall be used to generate the project. The schedule need not be cost-loaded; costs and payment will be governed by the GSC-30 Cost Breakdown sheet.
- b. The scheduling software that will be utilized on this project is Primavera Project Planner by Primavera Systems, Inc. and "CONTRACTOR" by Primavera Systems, Inc. It is the responsibility of the Small GESA Contractor to ensure all data elements and logic required by this specification is kept intact during any upgrade associated with Primavera. CONTRACTOR may be used to develop the schedule only. The elements developed in CONTRACTOR will be migrated to P6.
- c. The Small GESA Contractor may utilize any Primavera product fully compatible with P6 in developing the schedule. The following programs are not considered compatible with P6:
  - i. Microsoft Project (all versions)
  - ii. Primavera products P3 and earlier.

## 7.3 Project Schedule Overview

- a. The Funding Agency Reservation of Rights. The Funding Agency reserves the right to accept the Project Schedule developed, signed and submitted by the Small GESA Contractor, while preserving exceptions to any defects in the means, methods, sequences, durations and/or logic which the Funding Agency believes exist in the schedule. The acceptance of the Project Schedule by the Funding Agency in no way relieves the Small GESA Contractor from the duty to coordinate all activities and shall not make the Funding Agency a guarantor of the Project Schedule. Upon request, the Small GESA Contractor shall provide to the Funding Agency all the planning data used to develop the Project Schedule.
- b. Work during Formation of Project Schedule. Until the Baseline Project Schedule is signed by the Small GESA Contractor and accepted by the Funding Agency, the Small GESA Contractor must proceed with the Work utilizing all the information available, including coordination meetings with the subcontractors, attendance at Job Conferences, two week look ahead activities, weekly superintendent's meetings, draft CPM schedules used in the development of the final Project Schedule, and any other means necessary to maintain work progress until such time as the Project Schedule is complete and accepted. As such, the Small GESA Contractor shall not assert any claim whatsoever for any delay or additional cost incurred with the development of the Project Schedule.
- c. Applications for Payment.
  - i. The Small GESA Contractor may submit their first Application for Payment to the Funding Agency 30 days after the beginning of work, but only if the Small GESA Contractor had submitted the 30-day schedule. Payment of the first Application for Payment is

subject to review and approval of the Application by the Funding Agency as being reasonable for the work performed during the first 30-day period.

- ii. After the first 30 days, the Funding Agency will only review and pay (if the application is otherwise acceptable) the Small GESA Contractor's Applications for Payment if there is a full Baseline Project Schedule submitted and accepted by the Funding Agency. If the Baseline Project Schedule is not submitted and/or accepted, the Funding Agency will withhold payments to the Small GESA Contractor until such time as there is an accepted Baseline Project Schedule.
- iii. After acceptance of the Baseline Project Schedule, the Funding Agency will only review and pay (if the application is otherwise acceptable) the Small GESA Contractor's Applications for Payment as long as the Small GESA Contractor continues to maintain and update the Progress Schedule. If the Small GESA Contractor fails to maintain, update, and submit the Progress Schedule, the Funding Agency will withhold payments to the Small GESA Contractor until such time as there are updates to the Schedule that are accepted by the Funding Agency.

**7.4 Time Is of the Essence.** All time limits stated in the Contract Documents are of the essence. The Small GESA Contractor shall perform the Work expeditiously with adequate forces using all calendar days to complete the Work no later than the Contract Completion Date.

- a. The Small GESA Contractor is responsible to expedite development of the Project Schedule, as it pertains to their work effort, planning, execution and inter-contractor relationship logic.
- b. Submission of progress and revision data will be used to measure work progress, as an aid to evaluate time extensions, and to provide the basis of all progress payments.
- c. The Small GESA Contractor shall designate a responsible representative that is knowledgeable about how the project will be executed and is empowered to make scheduling decisions as the Project Schedule is developed.
- d. The Project Schedule is to be implemented by the Small GESA Contractor, utilizing the services of a qualified subcontractor or its own in-house staff. The Small GESA Contractor/subcontractor must also provide evidence of at least five years scheduling experience of its staff with projects of similar size and nature.

**7.5 Schedule Requirements.** The minimum number of construction activities in the Project Schedule diagram shall be at a level to describe a discreet amount of work that can be accomplished within a fixed time frame.

- d. No activity, except for a design or procurement activity, shall have durations greater than 30 calendar days. Upon written request from the Small GESA



Contractor and written agreement of the Funding Agency, the maximum duration for an activity may be extended beyond 30 calendar days.

- e. Separate subcontractors and other outside (the Funding Agency or others) activities that could impact progress shall be clearly identified. These activities include, but are not limited to: approval of submittal reviews, inspections/tests, utility outages, and delivery of equipment.
  - i. Show activities indicating furnished materials and equipment utilizing delivery dates supplied by others.
  - ii. External contractors' or others' activities will be driven by calendars that reflect Saturdays, Sundays and all State Holidays as non-work days unless any additional costs for these being work days are borne by the Small GESA Contractor.
- f. UCC Inspections and Testing. The Project Schedule shall consider and include all time durations associated with UCC Inspection criteria by the Department of Labor and Industry, along with all other testing and inspections required by contract. It must take into account the advance notice needed for L&I Inspectors as defined by the UCC Building Permit criteria.
- g. During the development of the Project Schedule, as a minimum, the Small GESA Contractor shall facilitate utilization of:
  - i. Work Breakdown Structures (WBS) and activity coding;
  - ii. Establishment of design and engineering activities;
  - iii. Establishment of procurement activities;
  - iv. External contractor and the Funding Agency activities;
  - v. Construction activities; and
  - vi. Activity relationship, resourcing, budget costs and reports to be used during the project.
- h. No more than 15 percent of the activities may be critical or near critical. Critical is defined as having zero days of Total Float. "Near critical" is defined as having Total Float less than 10 days.
- i. Scheduled Project Duration: The schedule duration shall extend from the date of the Project Start Date to the Contract Completion Date.
- j. Milestones. A Milestone is to signify the start or finish date of a specific activity that is significant to completing the Project on schedule.
  - i. The Project Schedule shall identify Design or Procurement Milestones for the Project. Milestones that are not completed as planned may require a Recovery Plan from the Small GESA Contractor.
  - ii. The Project Schedule shall identify Construction Progress Milestones for the Project. Milestones that are not completed as

planned may require a Recovery Plan from the Small GESA Contractor.

- iii. The Master Summary Schedule submitted with the Small GESA Contractor's Proposal to the Funding Agency will serve as the basis for the Baseline Project Schedule. The Milestone dates shown on the Master Summary Schedule submitted with the Small GESA Contractor's Proposal shall not be change without prior written acceptance from the Funding Agency.
- k. The use of Resource Leveling or similar techniques intended to artificially adjust activity durations to consume float and influence the critical path will not be used.
- l. Use of float suppression techniques, such as; preferential sequencing (arranging critical path through activities more susceptible to an owner caused delay), special lead/lag logic restraints, zero total or free float constraints, extended activity times, or imposing constraint dates other than as required by the contract, shall not be used.
- m. Leads or lags will not be used when the creation of an activity will perform the same function (e.g., concrete cure time). Lag durations contained in the project schedule shall not have a negative value. The use of any lead or lag must be justified and documented.

#### **7.6. Design Activities**

- a. Design activities shall include, but are not limited to: Tasks related to site planning, final design, specifications, the Funding Agency reviews, regulatory requirements, permitting, design progress meetings, etc. Small GESA Contractor, Retained Professional, the Funding Agency and any regulatory agency activities will be driven by calendars that reflect Saturdays, Sundays and all State Holidays as non-work days unless any additional costs for these being work days are borne by the Small GESA Contractor
- b. Design Activities will have the same properties as Construction Activities.
- c. Failure to include adequate time for the Funding Agency design reviews in the Project Schedule will be cause for rejection of the submission.
- d. List design activities as they will be completed. Design activities should be concurrent with construction activities. Design activities will be discreet in description so as to define the particular efforts associated with any one particular building, area, site or system.

#### **7.7. Construction Activities**

- a. Construction activities shall include, but are not limited to: Tasks related to mobilization/demobilization; submittal and review activities, the installation of temporary or permanent work by tradesman; testing and inspections of installed work by technicians, inspectors or engineers; start-up and testing of equipment; site management and cleaning, commissioning of building and related systems; scheduling of specified manufacturer's representatives; final clean-up; training to be provided; and administrative tasks necessary to start,

proceed with, accomplish or finalize the contract. Small GESA Contractor activities will be driven by calendars that reflect Saturdays, Sundays and all State Holidays as non-work days unless any additional costs for these being work days are borne by the Small GESA Contractor.

- b. 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.

**7.8. Procurement Activities**

- a. Tasks related to the procurement of material or equipment shall be included as separate activities in the project schedule. Examples of procurement activities include, but are not limited to:
  - i. Material/equipment submittal preparation.
  - ii. Submittal and approval of material/equipment.
  - iii. Material/equipment fabrication and delivery.
  - iv. Delivery of O&M manuals.
- b. If the Small GESA Contractor intends on using Just-In-Time (JIT) delivery methods, the schedule will show each JIT delivery with relationship tie to the Construction Activity specifically for the JIT delivery.
- c. The Small GESA Contractor must meet the Funding Agency criteria for payments for Stored Materials specified in the Administrative Procedures prior to any payments (i.e. 'completion' of the procurement activity.)

**7.9. Small GESA Contractor Anticipated Weather Delays** – Schedule activity duration(s) shall be formulated with consideration for normal adverse weather conditions. Any activity duration which could be impacted by adverse weather, shall include an adjustment to include the anticipated weather delay.

- a. The Contractor shall anticipate weather effect by the Contract Documents to the National Oceanic and Atmospheric Association's (NOAA) historical monthly averages for the NOAA location closest to the project site.
- b. A lost workday, due to weather conditions, is defined as a day in which the contractor's workforce cannot work 50 percent or more of the day.
- c. The Contractor shall immediately notify the Funding Agency when a lost day has occurred due to weather and will record the event in their Daily Reports.

**7.10. Float** – Any Total Float available within the Schedule will be a resource available to the Funding Agency and Small GESA Contractor. No time extensions will be granted, or compensable time impact paid unless the impact consumes all available Project Float, and extends the work beyond an Interim Milestone or the Contract Completion Date. Extensions of time to interim milestone dates or the Contract Completion Date under this Contract will be granted only to the extent that 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. Such determination shall be made at the sole discretion of the Funding Agency.

**7.11. Schedule Acceptance** - The Small GESA Contractor shall submit an electronic version of its Baseline Project Schedule to the Funding Agency as an XER file, unless otherwise requested. When requested, Small GESA Contractor shall also submit hard copy and/or PDF versions, including all requested sort and arrangements and utilizing color printing and plotting of these. The Small GESA Contractor Project Manager in conjunction with the person responsible for the schedule build and the scheduler will submit a narrative of their full project plan, detailing the project execution, methodology to build the Baseline Project Schedule, along with any other documentation supporting the development of the Project Schedule.

- a. When the Baseline Project Schedule is accepted, it will be considered the "Baseline Project Schedule". The Baseline Project Schedule will then be used by the Small GESA Contractor for planning, organizing, and directing the work; reporting progress; and requesting payment for work accomplished.

**7.12. Maintaining the Project Schedule.** Small GESA Contractor shall ensure that such manpower, materials, facilities, and equipment is applied to the Work, and shall work such hours, including night shifts, overtime operations, Sundays, and holidays, as may be necessary, to maintain its progress in accordance with the Project Schedule so that no delays are caused to the Project and to insure the progress and completion of the Work within the time allowed by the Contract and as permitted by the Funding Agency. If the Small GESA Contractor fails to maintain progress according to the schedule the Small GESA Contractor shall furnish such additional manpower, equipment, additional shifts or other measures that are necessary, to bring operations up to schedule without any additional cost or expense to the Funding Agency. If the Small GESA Contractor refuses or fails to keep up with the Project Schedule or fails to proceed as directed by the Funding Agency, then the Funding Agency will note this refusal/failure and will consider suspension of the Small GESA Contractor in accordance with Section 531 of the Commonwealth Procurement Code. the Funding Agency may also, in its sole discretion, find the Small GESA Contractor in breach of its Contract and/or declare the Small GESA Contractor in default of its Contract in accordance with the Termination Article of these General Conditions.

**7.13. Project Schedule Updating.** The Project Schedule will be updated using the P6 Web "Reflection file and issued at least once per month by the Small GESA Contractor. At its sole discretion, the Funding Agency may require more frequent updates if deemed necessary to facilitate the Work. The Small GESA Contractor will provide, at least once per month, updates of the Project Schedule to reflect actual progress. If the Project is not on schedule, the Funding Agency reserves the right to request additional updates and recovery schedules, at no cost to the Funding Agency, from the Small GESA Contractor. The Small GESA Contractor shall provide documentation confirming the Monthly Update Meetings, stating the date, time, and attendance. The submittal and acceptance of the Progress Schedule, entry of accurate update information, review and acceptance by the Funding Agency are all conditions precedent to processing pay requests. Submittal of the schedule updates is the Small GESA Contractor's representation that the submitted Progress Schedule meets all of the requirements of the Contract Documents, accurately reflects the work accomplished, and that Work will be executed in the sequence indicated on the Progress Schedule. Work activities will be updated by actual work progression rather than being cash flow driven. The updating of the percent complete and the remaining duration of any activity shall be independent functions; program features that calculate one of these parameters from the other shall

be disabled, as required. Out-of-Sequence progress (if applicable) shall be handled through Retained Logic, not the Default Option of Progress Override. It will be the responsibility of the Small GESA Contractor to resolve out of sequence issues prior to the next issuance of the Small GESA Contractor's payment request. The changes and/or modifications executed in a Recovery Schedule that accomplish this will be submitted and reviewed by the Funding Agency prior to acceptance and implementation into the project schedule.

**7.14. Recovery Plan.** Events that Trigger the Need for a Recovery Plan. The Funding Agency may issue a notice demanding that the Small GESA Contractor submit a Progress Recovery Plan upon the occurrence of any of the following events:

- d.** The progress of the Work or a single activity falls behind the contract time as shown in a currently updated Project Schedule by more than fifteen (15) calendar days; or
- e.** A missed milestone; or
- f.** When an updated Project Schedule provides a completion date past the Contract Completion Date; or
- g.** When a late finish for any activity does not come within the time allowed by the current Project Schedule.
- h.** When, in the sole opinion of the Funding Agency, it appears likely that the Work will not be completed within the Contract Time.

The Small GESA Contractor will prepare a Recovery Plan in a Recovery Schedule indicating that all future activities, project completion and occupancy dates will be met within the Contract Duration. The Recovery Plan shall be developed and received by the Funding Agency within three (3) calendar days of receipt of the Recovery Schedule Notice. The Recovery Schedule shall be implemented immediately after written direction from the Funding Agency. In order to create and maintain the Recovery Plan, the Small GESA Contractor agrees to undertake, but not be limited to, some or all of the following actions at no additional cost to the Funding Agency: increase the manpower, the number of working hours per shift, the number of shifts per day, the number of working days per week, the quantity of equipment, or any combination of the foregoing, and reschedule such activities to bring the project back on schedule. Failure of the Small GESA Contractor to comply with these requirements shall be considered grounds for a determination by the Funding Agency that the Small GESA Contractor is failing to prosecute the Work with sufficient diligence to ensure its completion within the Contract Time and is failing to comply with the Contract Time provisions of the Contract. Such determination may result in default and/or suspension and/or debarment of the Small GESA Contractor. the Funding Agency's acceptance of the Recovery Plan does not relieve the Small GESA Contractor of the responsibility for the accuracy of the schedule and for the Small GESA Contractor's obligation to meet the Contract Completion Date. the Funding Agency's acceptance of the Recovery Plan does not constitute acceptance or warranty of the Small GESA Contractor's means, methods, and techniques of construction. The Funding Agency reserves the right to review any Recovery Plan to determine if it satisfies the Project Schedule. If the Recovery Plan does not satisfy the Project Schedule, the Funding Agency may elect to prepare a Recovery Plan, to which the Small GESA Contractor must adhere. The costs incurred by the Funding Agency in

preparing the Recovery Plan will be assessed against the Small GESA Contractor by credit change order.

**7.15. Requests for Extensions of Time.** All requests for Extensions of Time shall be submitted to the Funding Agency in writing on the form provided in the Administrative Procedures. Reasons substantiating the request shall be included or the request may be denied. Notification of any alleged delay event shall be given to the Funding Agency within two days of the start of such delay. All such formal requests must be filed within ten (10) calendar days of the end of the event or issue that caused the alleged delay. Any EOT shall include a fragnet (defined as the sequence of new activities and/or activity revisions, logic relationships and resource changes that are proposed to be added to the existing schedule to demonstrate the influence of impacts to the schedule) to be used to determine if an EOT is justified. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. Include a narrative report describing the effects of new activities and relationships to interim and contract completion dates, with each TIA. Activity time delays shall not automatically merit an extension of the Contract Completion Date of this Contract.

**7.16. Extensions of Time and Impact on Schedule.** A change order, field order or delay may not affect existing critical activities or cause non-critical activities to become critical. Change orders, field orders or delays may result in the Funding Agency giving the Small GESA Contractor part of or the entire available total float that may exist within an activity chain on the Network, thereby not causing any effect on any interim milestone date or the Contract Completion Date of this Contract.

- i. If the Funding Agency, for any period after the commencement of On-Site Work, grants an Extension of Time to the Small GESA Contractor, the Small GESA Contractor may be required by the Funding Agency to prepare a revised Project Schedule. Based on a Recovery Schedule, if a revised Project Schedule is requested, the Small GESA Contractor must send the revised Project Schedule, signed by the Small GESA Contractor to the Funding Agency within fourteen (14) calendar days of the approval of the Extension of Time.
- ii. Upon the granting of an Extension of Time, the monthly updating of the Project Schedule may result in changes in the dates on which activities and the Project itself are expected to be completed. The process of updating the Project Schedule does not constitute the Funding Agency approval of requests for Extensions of Time and does not replace the process of seeking extensions in accordance with both the applicable provisions of these General Conditions and the Administrative Procedures, both of which will be strictly enforced. To substantiate and support any timely filed requests for Extensions of Time, the Small GESA Contractor must submit CPM Schedules (based upon the current Project Schedule in effect at the time the Extension of Time is submitted) with and without the asserted delay. The Small GESA Contractor must also establish that the delay is justifiable in accordance with the Requests for Extensions of Time paragraph of these General Conditions. Data drawn from the Project Schedule will also be used by the Funding Agency in assessing responsibility for liquidated damages if the Small GESA Contractor causes an unjustified delay.
- iii. The Milestones shall be updated and adjusted within ten (10) calendar days of the Funding Agency granting the Small GESA Contractor an Extension of Time. If a

Recovery Plan that was accepted by the Funding Agency requires modification of any future Milestone, the Project Schedule and Milestones must be revised accordingly. The Milestones shall be updated and adjusted each time the Project Schedule is revised.

- iv. Adjusting the Project Schedule through the use of a Recovery Plan does not constitute approval by the Funding Agency of any request for an Extension of Time and does not replace the process of seeking Extensions of Time in accordance with the Extension of Time paragraph in this Article of these General Conditions and the Administrative Procedures, which provisions will be strictly enforced. If a Small GESA Contractor submits a timely filed request for an Extension of Time the Small GESA Contractor a proposed Milestone schedule with and without the asserted delay.

**7.17. Delays and Extensions of Time.** If the Small GESA Contractor is delayed by:

- a. Any action or inaction on the part of the Funding Agency on a critical activity on the current Progress Schedule; or
- b. Labor disputes; or
- c. Fire; or
- d. Unavoidable casualties; or
- e. Delay due to suspension of work, as provided in these General Conditions; or
- f. Any cause that the Funding Agency determines may justify the delay;

then the Contract Duration may be extended by the approval of the Funding Agency, through an Extension of Time, for such reasonable time as the Funding Agency may determine. The Funding Agency will respond to a Small GESA Contractor's timely request for Extension of Time within thirty (30) calendar days of the Funding Agency's receipt of such request.

**7.18. Unfavorable Weather.** Unfavorable weather, including but not limited to rain, snow, wind and cold or freezing weather, is not a cause for an Extension of Time. The Small GESA Contractor shall anticipate the effects of weather in developing its construction plan, use such methods of protection as may be necessary to continue the Work throughout periods of unfavorable weather and/or make up time lost due to weather conditions. No Extension of Time due to unfavorable weather conditions shall be granted except as may pertain to a force majeure weather event.

**7.19. Extensions of Time Not an Admission of Liability for Delay.** The approval of an Extension of Time only constitutes a release by the Funding Agency of the Funding Agency's ability to assess liquidated damages against the Small GESA Contractor for the number of days granted by the Extension of Time. the Funding Agency's approval of an Extension of Time shall not be construed or interpreted by any Small GESA Contractor as an admission that the Funding Agency is liable for delay damages. The Small GESA Contractor agrees that the Funding Agency's grant of an Extension of Time will not be used as an admission by the Funding Agency of any liability for delay in any subsequent dispute regarding delays. This Paragraph does not preclude either the Small GESA Contractor's rights or the Funding Agency's rights to pursue a claim for damages under other provisions of the Contract Documents.

## **ARTICLE 8**

### **SUBMITTALS**

**8.1 Submittals.** The Small GESA Contractor shall submit all necessary submittals to Small GESA Contractor's Retained Professional for review and approval. The Small GESA Contractor's Retained Professional shall then distribute (in accordance with the Administrative Procedures) all approved submittals to the Funding Agency. Submittals shall be in accordance with the Contract Documents and include, but not be limited to, such items as:

- a.** Small GESA Contractor's, Subcontractor's, manufacturer's or fabricator's shop drawings.
- b.** Descriptive literature including, but not limited to:
  - i.** Catalog cuts
  - ii.** Diagrams
  - iii.** Operation charts or curves
  - iv.** Test reports
  - v.** Samples
  - vi.** Operations and maintenance manual, including parts lists
  - vii.** Certifications
  - viii.** Warranties
- c.** Coordination Drawings as required.

The Small GESA Contractor's Retained Professional's approval of submittals does not relieve the Small GESA Contractor of the responsibility for any deviation from the requirements of the Contract Documents, unless:

- i.** The Small GESA Contractor has informed the Funding Agency of such deviation in writing in its letter of submission at the time of submission and the Funding Agency accepted such deviation; and
- ii.** The Small GESA Contractor has noted the deviation on the shop drawings; and
- iii.** The Small GESA Contractor's Retained Professional has given written approval of the specific deviation. The Retained Professional's approval also does not relieve the Small GESA Contractor from responsibility for errors or omissions in the submittals.

If each of these three steps is not performed, the Small GESA Contractor will not be relieved of the responsibility for executing the Work in complete conformity with the Contract Documents, even though the submittals have been approved.

Failure to mention a deviation shall be construed as a non-conformance with the Contract Documents. The Small GESA Contractor shall be responsible for all costs associated with bringing the Work back into conformance with the Contract Documents,



including costs incurred by the Small GESA Contractor, the Small GESA Contractor's Retained Professional and the Funding Agency as a result of such non-conformance.

**8.2 Approval by Retained Professional.** By approving and submitting submittals, the Small GESA Contractor represents that such submittals are sufficient for review purposes and that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that it has checked and coordinated each submittal with the requirements of the Work and of the Contract Documents. Where field measurements and field construction criteria are not verifiable at the date of the submittal, the Small GESA Contractor shall ensure that dimensions will be held.

- a. The Small GESA Contractor's Retained Professional shall review and approve the Small GESA Contractor's submittals promptly and in accordance with its Small GESA Contractor/Retained contract. Submissions requiring the Funding Agency acceptance shall be made in an orderly fashion. Simultaneous submission of large quantities of documents requiring review and acceptance by the Funding Agency may lead to significant delays in receiving required acceptance and such delays shall not be a cause for any Extension of Time. The Small GESA Contractor's Retained Professional's review and approval is for conformance with the design concept of the project and with the information given in the Contract Documents. The Funding Agency review and acceptance is for conformance with the Contract Documents. The Small GESA Contractor's Retained Professional's approval and the Funding Agency acceptance of a separate item does not indicate approval of an assembly in which the item functions. Approval and/or acceptance of a separate item does not indicate approval and/or acceptance of an assembly in which the item functions. The Small GESA Contractor shall be responsible for all costs associated with delays of the Project incurred as a result of any disapprovals and/or non-acceptance of its submittals for incompleteness.
- b. The Small GESA Contractor shall make any corrections required and shall resubmit the required number of corrected copies of submittals until approved. The resubmission shall be acted on promptly by the Small GESA Contractor's Retained Professional in accordance with the Small GESA Contractor/Retained Professional agreement. When resubmitting submittals, the Small GESA Contractor shall direct specific attention to any revisions made, other than the corrections requested by the Small GESA Contractor's Retained Professional on previous submissions, by noting such revisions on the resubmitted submittals. The Funding Agency review time of resubmissions for required acceptance by the Funding Agency shall not be reduced by failure of the Small GESA Contractor and/or the Retained Professional to adhere to the accepted Submittal Schedule or by the failure of the Small GESA Contractor to make an acceptable initial submission.
- c. When resubmitting submittals, the Small GESA Contractor shall direct specific attention to any revisions made, other than the corrections requested by Small GESA Contractor's Retained Professional on previous submissions, by noting such revisions on the resubmissions.

- d. The Retained Professional's approval and/or the Funding Agency acceptance of shop drawings or samples does not relieve the Small GESA Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Small GESA Contractor has informed the Funding Agency in writing of such deviation at the time of submission, has noted the deviation on the submittals, and Small GESA Contractor's Retained Professional has given written approval of the specific deviation. The Professional's approval also does not relieve the Small GESA Contractor from responsibility for errors or omissions in the submittals. Failure to mention a variation shall be construed as a non-conformance with the Contract Documents. The Small GESA Contractor shall be responsible for all costs associated with bringing the Work back into conformance with the Contract Documents, including costs incurred by any other Prime Small GESA Contractor, Small GESA Contractor's Retained Professional and the Funding Agency as a result of such non-conformance.
- e. No portion of the Work requiring a submittal shall be commenced until the submittal has been approved by the Retained Professional. Any Work commenced by the Small GESA Contractor prior to final approval of the submittal is performed by the Small GESA Contractor at its own risk.

**8.3 Standards of Quality.** Where trade names, catalog number and manufacturers of material or equipment are specified, whether in the RFP, bridging, prototype or other contract document, they are mentioned for the purpose of establishing a standard of quality, performance, and appearance, and for establishing a standard of competitive bidding. If the Small GESA Contractor wishes to utilize material or equipment that is of the same type, but manufactured by others than those named in the specifications, the Small GESA Contractor shall certify that the material or the equipment is equal in quality, performance and appearance to that mentioned in the specifications. **The list of proprietary items (if any) may not be considered for "or equals"**. The Small GESA Contractor shall submit to Small GESA Contractor's Retained Professional and the Funding Agency, subsequent to the Award of Contract, a request to install such material or equipment. The Small GESA Contractor's request shall include a comprehensive description of the material or equipment proposed to be utilized as an equal, including engineering, construction, and dimension and performance data. The Small GESA Contractor's Retained Professional will render a written determination to the Small GESA Contractor and to the Funding Agency. The Funding Agency must be allowed at least fourteen (14) calendar days to review and retains the right to reject the determination. If the Small GESA Contractor disagrees with the Funding Agency's decision, the Small GESA Contractor may file a dispute, but must proceed with the Work as decided by the Funding Agency.

**8.4 Substitution of Materials.** **The list of proprietary items (if any) may not be considered for substitutions.** If the Small GESA Contractor desires to furnish materials or equipment other than that which is specified, the Small GESA Contractor shall submit to Small GESA Contractor's Retained Professional and to the Funding Agency a comprehensive description of the material or equipment proposed for substitution, including engineering, construction, dimension, performance and appearance data, along with a statement of the cost involved. The Retained Professional shall render a written determination to the Small GESA Contractor. The Funding Agency must be allowed to at least fourteen (14) calendar days for review and retains the right to reject the determination. If the substituted material or equipment is

accepted, the Small GESA Contractor is responsible for any and all costs incurred and shall work to eliminate any additional time needed as a result of the substitution. If the cost of the substituted item is less than the specified item, the Funding Agency is entitled to a credit for the difference between the cost of the substituted item and the item specified.

## **ARTICLE 9**

### **PROTECTION OF PROPERTY, INSURANCE AND INDEMNIFICATION**

**9.1 Safety Overview.** The Small GESA Contractor and its subcontractors of all tiers will be responsible for the safety and security of its employees under their control and as to its area of Work. The Small GESA Contractor shall recognize that it is important to business to prevent the occurrence of incidents that lead to occupational injuries or illnesses. Safety and Health requirements on this Project shall be assembled and administered by the Small GESA Contractor in accordance with the following:

- a. The accident prevention policy shall be based on a sincere desire to eliminate personal injuries, occupational illnesses, and equipment and property damage and to protect the general public exposed to or associated with the Work.
- b. The importance of safety on the Project shall be recognized and accident prevention shall be an integral part of all operations.
- c. Small GESA Contractor and subcontractors shall conduct Work in a safe and practical manner in conformance with Occupational Safety and Health Act of 1970 and as amended, and the latest edition of the Manual of Accident Prevention, Associated General Contractors of America.
- d. In addition to the Small GESA Contractor's Safety Program, the Small GESA Contractor and subcontractors shall follow all applicable Federal, State and local laws/regulations pertaining to safety, health, pollution control, water supply, fire protection, sanitation facilities, waste disposal and other related items.
- e. OSHA and Emergency Phone Numbers Poster shall be posted in a conspicuous location.
- f. Good housekeeping shall be observed at all times. Waste, debris, and garbage shall be removed daily or placed in appropriate waste containers outside of the work place and all materials, tools and equipment shall be stored in a safe and orderly fashion.
- g. The Small GESA Contractor shall educate its employees and subcontractors as to the site specific Health and Safety Plan and to enforce adherence to safe work procedures outlined in these General Conditions.

**9.2 Compliance with Safety Laws.** The Small GESA Contractor and its Subcontractor(s) of any tier shall follow OSHA requirements regarding the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment. The Small GESA Contractor shall comply at all times with all applicable Federal, Commonwealth, and local laws, ordinances, rules, regulations and orders of any public authority having

jurisdiction for the safety of persons or property and to protect them from damage, injury or loss. The Small GESA Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities until the acceptance of all on-site physical work, change order work, and/or demobilization. All areas of the Project shall be hardhat areas. All persons within the Contract Limits are required to be protected by protective helmets in compliance with Occupational Safety & Health Administration (OSHA) requirements.

- 9.3 Accident Reports.** In the case of an injury to an employee of the Small GESA Contractor or its Subcontractor(s) involving lost time beyond the date of the injury, the Small GESA Contractor will furnish to the Funding Agency a copy of the first Report of Injury, the injury report filed with the insurance company and a Foreman's Accident Report within 24 hours after the occurrence. Any incidents involving the police or other law enforcement agency will also be included in this documentation. All recordable occupational injuries and illnesses, other than First Aid cases, as required by the regulations issued under the Occupational Safety and Health Act of 1980 (as amended) shall be recorded on the appropriate OSHA form each month and a copy forwarded to the Funding Agency.
- 9.4 First Aid Treatment.** The Small GESA Contractor shall keep on-site at suitable locations first aid kits supplied according to current regulations and shall have a certified person(s) trained in first aid and CPR to cover normal project working hours as well as any on-site operations occurring outside of normal project working hours. In case of an injury to an employee of the Small GESA Contractor or its Subcontractor(s) requiring First Aid Treatment, the Small GESA Contractor will furnish to the Funding Agency a copy of the First Aid Register, in accordance with the Small GESA Contractor's Procedures Manual, detailing the type of injury and the treatment provided.
- 9.5 Emergency Notification.** The Small GESA Contractor shall establish a procedure to provide emergency communications to all individuals on the site. This procedure will not be used to handle routine calls to individuals.
- 9.6 Failure To Comply With Safety Regulations.** Failure to comply with the Contract safety requirements will be considered as non-compliance with the Contract and may result in remedial action provided by the Contract. If the Funding Agency notifies the Small GESA Contractor of any non-compliance with the provisions of this program, the Small GESA Contractor shall make all reasonable efforts to correct the unsafe conditions or acts. Satisfactory corrective action shall be taken within the time specified by the Funding Agency. If the Small GESA Contractor or Subcontractor refuses to correct unsafe or unhealthy conditions or acts, the Funding Agency may take one or more of the following steps:
- a. Cease the operation or a portion thereof until the condition is brought into compliance with the Site Safety Procedures;
  - b. Stop payment for the Work being performed;

All costs, including but not limited to those above, associated with ensuring a safe and health conscious work environment shall be borne by the Small GESA Contractor and costs will be backcharged to the Small GESA Contractor. The Small GESA Contractor

shall be responsible for payment of all fines and/or claims for damages levied for deficiencies relating to conduct of Small GESA Contractor's Work.

- 9.7 Explosives.** Unless permitted in the specifications, the use of explosives and other hazardous materials or equipment is not permitted for the execution of the Work. If explosives are permitted, the Small GESA Contractor shall observe the utmost care, performing such Work with experienced personnel and in accordance with all Federal, Commonwealth, local, Departmental, and institutional regulations, so as not to endanger life or property. Rock encountered within five (5) feet of pipelines or buildings shall be removed without blasting. All explosives shall be stored in a secure and safe manner, in strict conformity with all Federal, Commonwealth and municipal regulations and all such storage shall be clearly marked "Dangerous-Explosives" and shall be in the care of competent watchmen at all times. The Small GESA Contractor shall provide insurance in accordance with the special insurance provision in these General Conditions relating to "Blasting". The Small GESA Contractor shall be responsible for all damages caused by the use of explosives, hazardous materials and/or equipment, and blasting and shall notify the Funding Agency of any claims of damage associated with this Paragraph at the time of claim.
- 9.8 Remediation of Damages.** The Small GESA Contractor shall remedy all damages or loss to any property caused in whole or in part by the Small GESA Contractor, any Subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them. If damage or loss is attributable to faulty drawings or specifications or to the acts or omissions of the Funding Agency and the damage or loss is not attributable to any fault or negligence of the Small GESA Contractor, then the Small GESA Contractor shall not provide remediation.
- 9.9 Loads.** The Small GESA Contractor shall not load or permit any part of the Work to be loaded so as to endanger the safety of persons or property.
- 9.10 Small GESA Contractor's Liability Insurance.** The Small GESA Contractor, during the progress of the Work and until the acceptance of all on-site physical work, change order work, and/or demobilization, shall purchase and maintain such insurance as will protect it from claims set forth below which may directly or indirectly arise out of or result from operations under the Small GESA Contract or by a subcontractor of the Small GESA Contractor, or by anyone directly or indirectly employed by or representative of any of them, or by anyone for whose acts any of them may be liable:
- a. Claims under workers' compensation disability benefit and other similar employee benefit laws;
  - b. Claims for damages due to bodily injury, occupational sickness, sickness or disease, or death of the Small GESA Contractor's employees, and claims insured by usual personal injury liability coverage;
  - c. Claims for damages covered by usual personal liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Small GESA Contractor or (2) by another person;

- d. Claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom;
- e. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- f. Claims for bodily injury or property damage arising out of completed operations. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
  - i. Premises Operations (Including X-C-U coverage as applicable).
  - ii. Independent Contractor's Protective.
  - iii. Products and Completed Operations.
  - iv. Personal Injury Liability with Employment Exclusion deleted.
  - v. Contractual.
  - vi. Owned, non-owned and hired motor vehicles.
  - vii. Broad Form Property Damage including Completed Operations.
  - viii. Umbrella Excess Liability.
  - ix. Claims involving contractual liability applicable to the Small GESA Contractor's obligations under the Contract Documents, including without limitation Article 10.23 herein.
- g. If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Inspection.
- h. The insurance required by this Article shall be written for not less than any limits of liability specified in this Article, or required by Law. Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final Closeout Inspection and/or termination of any coverage required to be maintained after Final Inspection, whichever event occurs later.

**9.11 COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY**

**INSURANCES.** The Contractor's comprehensive general liability insurance and automobile liability insurance shall be in the amounts set forth in the RFP.

- a. For Subcontractors, the Contractor shall either
  - i. Require each of its Subcontractors to procure and to maintain Subcontractors' comprehensive general liability, automobile liability, and property damage liability insurance of the type and in the same amounts as specified in this subsection for the life of its subcontract and/or until the acceptance of all of its on-site physical work, change order work, and/or demobilization;

OR

- ii. Insure the activity of its Subcontractors in its own policy.
- b. If required by a Special Condition, the GESA Contractor's and its Subcontractors' liability insurance shall include additional riders providing for adequate protection against the indicated special hazards (e.g., blasting, flooding, underpinnings, etc.).
- c. The GESA Contractor must submit to the Department within ten (10) calendar days from the Initial Job Conference, and prior to the beginning of on-site work, evidence that all subcontractors and sub-subcontractors are covered by insurance.

**9.12 INSURANCE LIMITS.** The insurance required by this Article shall be written for not less than any limits of liability specified in this Article, the RFP, or required by Law.

**9.13 Certificates of Insurance.** The Small GESA Contractor must submit to the Funding Agency, with its signed Small GESA Contract, Certificates of Insurance acceptable to the Funding Agency. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled or changed until at least ninety (90) calendar days written notice has been given to the Funding Agency. Renewal certificates must be provided to the Funding Agency prior to the expiration of the prior policy as stated on the certificate. If any of the foregoing insurance coverages are required to remain in force after Final Inspection, an additional certificate evidencing continuation of such coverage shall be submitted at Final Inspection. All subcontractors and sub-subcontractors insurance evidence shall be provided at least five (5) calendar days before those entities begin work on-site.

**9.14 Small GESA Contractor's Property Insurance.** The Small GESA Contractor shall, until all physical on-site work is complete, including change order work, punch list work, demobilization or seasonal work, maintain insurance on all insurable work included in the Contract against loss or damage by fire and lightning and those perils covered by the extended coverage endorsement. Insurable work includes work both inside and outside of any building being constructed. The insurance (which must include Builder's Risk Insurance or an installation floater that covers all risks) must be in the names of the DGS, Funding Agency, and the Small GESA Contractor in full insurable value thereof as will fully protect the interests of DGS and the Commonwealth, the Contractor, Subcontractors, and Sub-subcontractors.

**9.15 Small GESA Contractor's Insurance Requirements.** Refer to requirements established in the Request for Proposal.

**9.16 Specialized Insurance.** The Small GESA Contractor shall be required to obtain and maintain throughout the course of the Project any insurance coverage beyond that which is listed in the Request for Proposal and contract documents that may be necessary due to the scope of Work encompassed within this Project.

**9.17 Hazardous Material Liability Insurance.** When applicable, the Small GESA Contractor must provide a Certificate of Insurance demonstrating to the Funding Agency's satisfaction the existence of the following required insurance:

\$1,000,000 occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Small GESA Contractor's operations including, but not limited to, removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Small GESA Contract. If motor vehicles are used for transporting hazardous materials, the Small GESA Contractor or its subcontractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90. Coverage shall fulfill all requirements set forth herein and shall extend for a period of three (3) years following acceptance by the Commonwealth of the Certificate of Completion.

**9.18 Risk to Construction Work.** The risk of damage to the construction work is that of the Small GESA Contractor and surety until Final Inspection. No claims for such loss or damage will be recognized by the Funding Agency, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Small GESA Contractor.

**9.19 Unacceptable Surety or Insurance Company.** If the surety on the bonds or the insurance company providing the required coverage becomes unsatisfactory to the Funding Agency, the Small GESA Contractor must promptly furnish such additional security or insurance coverage as may be required to protect the interest of the Funding Agency. The Small GESA Contractor shall, from time to time, furnish the Funding Agency, when requested, satisfactory proof of coverage of each type of Bond and/or insurance required. Failure to comply with this provision shall result in the cessation of the Work, and shall be sufficient grounds to withhold any further payments due the Small GESA Contractor and/or to declare the Small GESA Contractor in default. The Funding Agency will not consider any claim for an Extension of Time, costs, or damages because of time lost due to such instance brought by the noncompliant Small GESA Contractor. The Small GESA Contractor shall be responsible for damages incurred the Funding Agency for non-compliance.

**9.20 Indemnification.** The Small GESA Contractor shall indemnify and hold harmless the Commonwealth, the Funding Agency, and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is:

- a. Attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
- b. Caused in whole or in part by any negligent act or omission of the Small GESA Contractor or any Subcontractor, regardless of whether or not it is caused in part by a party indemnified hereunder.

**9.21 Indemnification Not Limited by Employee Benefits Acts.** In any and all claims against the Commonwealth, the Funding Agency, or the Retained Professional or any of their agents or employees, by any employee of the Small GESA Contractor or any Subcontractor, the indemnification obligations under this Article shall not be limited on the amount or type of damages, compensation, or benefits payable by or for the Small



GESA Contractor or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit Acts.

- 9.22 Workplace Drug and Alcohol Policy.** The Funding Agency is committed to providing a safe workplace for the workers assigned to the Project, promoting high standards of employee health and fostering productivity. Consistent with the intent and spirit of this commitment, the Funding Agency requires the Small GESA Contractor to establish a drug and alcohol policy specification for the Project with the goal of maintaining a work environment that is free from the effects of the use of illegal drugs and alcohol.

## **ARTICLE 10**

### **CHANGES IN THE WORK**

- 10.1 Changes.** The Funding Agency, without invalidating the Contract, may direct changes in the Work within the general scope of the ECMs set forth in the Small GESA Contract, consisting of additions, deletions or other revisions. All such changes in the Work will be authorized by Change Order or Field Order.
- a. **The Small GESA Contractor agrees that payment under any method noted within this Article will be the exclusive compensation for such addition, deletion, or other revision to the original Contract, including any and all costs associated with acceleration, stacking and re-sequencing of forces required by the change in order to maintain the Project Schedule.**
  - b. If it is not possible to complete the Work in accordance with the Project Schedule by acceleration, stacking or re-sequencing, the Small GESA Contractor may request an Extension of Time. Adequate information and proper form submission must be provided to validate this request. The Funding Agency reserves the right to deny requests not accompanied by adequate information and proper form submissions.
- 10.2 Cost of Change Order.** The debit or credit cost to the Funding Agency resulting from a change in the Work shall be determined in accordance with the Change Order Administrative Procedure as determined by the Funding Agency.
- 10.3 Disagreement as to Cost or Credit.** If the Funding Agency and the Small GESA Contractor cannot agree as to the cost or credit to the Funding Agency resulting from a change in the Work, the Funding Agency shall determine the cost or credit. The Small GESA Contractor **must** proceed with the Change Order work under this Article if directed to do so by the Funding Agency. The Small GESA Contractor may submit the disputed cost to the Funding Agency when the Work is completed for a re-evaluation by the Funding Agency in accordance with the Dispute Resolution Article of these General Conditions. The Funding Agency may, in the Funding Agency's sole discretion, monitor any or all disputed cost work on a time and material force account basis. If the Funding Agency accepts the change as a force account Change Order, the Small GESA Contractor would be required to show proof of incurred cost as stipulated under the provisions of Change Order Administrative Procedure.
- 10.4 Unclassified Excavation.**

- a. If required for this Project, excavation will be unclassified and will include all types of earth and soil, any pebbles, boulders, and bedrock, municipal trash, rubbish and garbage, and all types of debris of the construction industry such as wood, stone, concrete, plaster, brick, mortar, steel and iron shapes, pipe, wire asphaltic materials, paper and glass. Unclassified excavation does not include unforeseen concrete foundations, walls, or slabs. Unclassified excavation also does not include unforeseen buried hazardous materials.
- b. All materials encountered which are identified as described in the previous paragraph as unclassified shall be removed to the required widths and depths to create a finished product as shown and/or noted on the drawings and as written in the specifications. No additional compensation or time shall be given to the Small GESA Contractor for this unclassified excavation.
- c. Any unclassified items described in paragraphs A and B above that are discovered during any excavation are not concealed conditions or unknown physical conditions below the surface for purposes of the Concealed Conditions paragraph of these General Conditions.

#### **10.5 Concealed Conditions.**

- a. The Funding Agency recognizes two types of concealed conditions which might be encountered during the performance of the Work, namely:
  - i. Concealed conditions which are unascertainable from the plans, Contract Documents, visits to the site, or reasonable investigation, and which are at variance with the conditions indicated by the Contract Documents; or
  - ii. Unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- b. The Small GESA Contractor shall immediately, and before the conditions are disturbed, give a written notice to the Funding Agency describing the concealed conditions. The Funding Agency shall investigate the concealed conditions and determine if there is a concealed condition.
- c. If the Funding Agency decides that either of the two concealed conditions described above has occurred during construction, then the Contract Sum shall be equitably adjusted by Change Order. No adjustment shall be made to the Contract Sum under this paragraph, however, for concealed conditions encountered during cutting and patching of Work.
- d. In the event that concealed or unknown conditions described above preclude either the Small GESA Contractor or the Funding Agency from establishing either a methodology or a quantity of work to be priced into a Change Order before commencement and performance of Work, the Funding Agency reserves the right to do any of the following:
  - i. If only the quantity of Work is unknown, the Funding Agency may issue a Change Order to perform work in a quantity established by the Funding Agency. The Funding Agency will monitor the actual quantities and, upon

completion of the Work, issue a second Change Order to adjust the original quantity.

- ii. If the Funding Agency deems that either the methodology and/or scope of the Change Order are indeterminable, the Funding Agency may issue an exploratory Change Order to determine the appropriate methodology and scope before issuing a follow-up Change Order to complete the Work. If the Funding Agency determines, after review of the results of the exploratory Change Order, that this Change Order was not successful in establishing the methodology or scope of work, the Funding Agency may opt for performing and monitoring the entire Change Order Work on a time and material force account basis. If the Funding Agency decides to proceed in this manner, the Small GESA Contractor will be required to show proof of incurred cost as stipulated under the provisions of Change Order Administrative Procedure.

**10.6 No Claims for Additional Cost or Time.** No claims for increased costs, charges, expenses, or damages of any kind, except as provided in the General Conditions, shall be made by the Small GESA Contractor against the Funding Agency for any delays or hindrances from any cause whatsoever, including, but not limited to, strikes, walkouts or work stoppages during the progress of any portion of the Work. The Funding Agency may, however, address such non-compensable delays by extending the time for completion of the Work, as provided in the Contract, which extensions shall constitute the exclusive remedy between the parties.

**10.7 Minor Changes in the Work.** The Funding Agency may direct minor changes in the Work (such as minor relocations or field revisions) that the Funding Agency and the Small GESA Contractor mutually agree do not involve an adjustment in the Contract Sum or an extension of the Contract time and which are not inconsistent with the intent of the Contract Documents. Such changes may only be enacted by written Field Order, as provided, or by other written order. Such changes are binding on the Funding Agency and the Small GESA Contractor. The Small GESA Contractor shall carry out such Field Orders promptly.

**10.8 Directive to Commence Change Order Work.** The Funding Agency may direct the Small GESA Contractor to commence Change Order Work prior to a fully executed Change Order. Such direction will not be given until the Funding Agency generates the scope and confirms that funding is available to complete the Change Order Work.

## **ARTICLE 11**

### **NON-CONFORMING WORK AND CORRECTIONS**

**11.1 Work Covered Contrary to Request.** If any Work is covered contrary to the reasonable request of the Funding Agency or the Professional, the Work must, if required by the Funding Agency or the Professional, be uncovered for observation and replaced, at the Small GESA Contractor's expense with no Extension of Time.

**11.2 Uncovering of Work.** If any Work has been covered which the Funding Agency has not specifically requested to observe prior to being covered, the Funding Agency may

request to see such Work and the Work shall be promptly uncovered by the Small GESA Contractor.

- a. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the Funding Agency by appropriate Change Order.
- b. If such Work is found to be not in accordance with the Contract Documents, the Small GESA Contractor shall pay costs to make the Work conform and the cost of uncovering and replacement.

- 11.3 Correction of Work Rejected by The Funding Agency.** The Small GESA Contractor shall promptly correct all Work rejected by the Funding Agency, or the Small GESA Contractor's Retained Professional as defective or as failing to conform to the Contract Documents. The correction must be implemented regardless of when such Work is observed and whether or not the Work was fabricated, installed or completed or whether such Work had been paid for by the Funding Agency. The Small GESA Contractor shall bear all costs of correcting such rejected Work, including the cost of the Small GESA Contractor's Retained Professional's additional services and any additional cost incurred by the Funding Agency and/or any other agency.
- 11.4 Correction of Work after Acceptance.** If, after the date of Final Inspection and acceptance of all Work performed under the Contract and until the expiration of warranty on the Work, any of the Work is found to be defective or nonconforming, the Small GESA Contractor shall correct such Work promptly after receipt of a written notice from the Funding Agency, unless the Funding Agency has previously given the Small GESA Contractor a written acceptance of this specific condition. The Funding Agency should give such notice of rejection promptly after discovery of the condition. Acceptance or payment of an Application for Payment by the Funding Agency shall not constitute acceptance.
- 11.5 Correction at No Cost to The Funding Agency.** All defective or nonconforming Work shall be promptly removed from the site, and the Work shall be corrected to comply with the Contract Documents without cost to the Funding Agency.
- 11.6 Investigation by The Funding Agency.** The Funding Agency reserves the right, upon investigation of installation of defective and/or nonconforming Work, to note this situation in the Contractor Responsibility Program and may consider suspension of the Small GESA Contractor in accordance with Section 531 of the Commonwealth Procurement Code. The Funding Agency may also, in its sole discretion, find the Small GESA Contractor in breach of its Contract and/or declare the Small GESA Contractor in default of its Contract in accordance with the Termination Article of these General Conditions.
- 11.7 Acceptance of Nonconforming Work.** If The Funding Agency knowingly elects to accept nonconforming work, it may do so instead of requiring its removal and correction. If nonconforming work is accepted, a credit Change Order shall be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after final payment, it shall be paid by the Small GESA Contractor and/or the Small GESA Contractor's surety.

- 11.8 **Obligations of Small GESA Contractor Not Limited by this Article.** The obligations of the Small GESA Contractor under this Article are in addition to, and not in limitation of, any obligations imposed upon the Small GESA Contractor by the Contract Documents or otherwise prescribed by Law.

## **ARTICLE 12**

### **PAYMENTS AND COMPLETION**

- 12.1 **Contract Breakdown.** The language in this Article must be construed in conjunction with the detailed language of the applicable Administrative Procedure.
- 12.2 **Application for Progress Payments.** During the progress of the Work, the Small GESA Contractor shall submit to the Funding Agency itemized Applications for Progress Payment on the form specified by the Funding Agency in the Administrative Procedures. The Funding Agency will review the application for validity.
- 12.3 **Stored Materials:** If, upon the determination of the Funding Agency as to reasonableness, payments are to be released to the Small GESA Contractor on account of materials or equipment which are not incorporated in the Work, but are delivered and suitably stored at the site, or at some other location agreed to in writing, such release of payment shall be conditioned upon submission by the Small GESA Contractor of Bills of Sale forms provided by the Funding Agency to establish the Funding Agency's title to such materials or equipment as well as the compliance with the requirements in the Administrative Procedures. The Small GESA Contractor shall remain responsible for all losses of materials and equipment that remain under its custody and control, regardless of the exclusions in insurance policies. Warranties do not begin until the date of Final Inspection.
- 12.4 **Small GESA Contractor Warrants Title to all Work Passes Free of Liens.** The Small GESA Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Progress Payment, whether incorporated in the Project or not, will pass to the Funding Agency upon Final Payment by the Funding Agency. The title shall be free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to in this Paragraph as "liens"). The Small GESA Contractor further guarantees that no work, materials or equipment covered by an Application for Progress Payment was acquired by the Small GESA Contractor, its employees, its Suppliers or its Subcontractors subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Small GESA Contractor, its employees, its Suppliers or its Subcontractors.
- 12.5 **Neither Payment Nor Occupancy Constitutes Acceptance of Work not in Conformance with Contract Documents.** Under no circumstances will any of the following occurrences constitute an acceptance of any Work not in accordance with the Contract Documents:
- a. An acceptance of an Application for Progress Payment; or
  - b. Full or partial payment to the Small GESA Contractor of any progress payment;  
or

- c. Partial or entire use or occupancy of the Project by the Funding Agency.

**12.6 Approval for Release of Payment Withheld.** The Funding Agency may decline to release payment on an Application for Progress Payment in whole or in part if the Work has not progressed to the point indicated, or the quality and quantity of the Work is not in accordance with the Contract Documents. The Funding Agency may also decline to release payment on any Applications for Payment because of subsequently discovered evidence or subsequent inspections which may nullify the whole or any part of any Application for Payment previously issued to such extent as may be necessary in their opinion to protect the Funding Agency from loss because of deficiency items, including but not limited to:

- a. Defective work not remedied; or
- b. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum; or
- c. Reasonable indication that the Work will not be completed within the contract time; or
- d. Unsatisfactory prosecution of the Work by the Small GESA Contractor; or
- e. Failure of the Small GESA Contractor to maintain insurance; or
- f. Failure of the Small GESA Contractor to properly submit the required submittals and forms, as required in the Administrative Procedures.

If the Funding Agency withholds approval of the release of payment from the Small GESA Contractor for any of the aforementioned reasons, the Funding Agency will provide written notification to the Small GESA Contractor of the reason for withholding approval of payment within fifteen (15) days of the Funding Agency's receipt of the Application for Release of Progress Payment.

The Small GESA Contractor may withhold payment from a Subcontractor or Supplier for a deficiency item. If payment is withheld from the Subcontractor or Supplier for such item, the Small GESA Contractor must notify the Subcontractor or Supplier and the Funding Agency of the reason for the withholding within 15 days of the date after the Small GESA Contractor receives the notice of deficiency item from the Funding Agency.

**12.7 Payment Approved When Grounds are Resolved.** When issues for withholding approval of the release of payment are resolved to the Funding Agency's satisfaction, the Funding Agency will approval of the release of payment to the Small GESA Contractor for the amounts withheld. The grounds for withholding payment shall be considered resolved upon the Funding Agency's issuance of a letter indicating that the issue has been resolved.

**12.8 Retainage.** The Funding Agency may retain a portion of the amount due the Small GESA Contractor to ensure the proper performance of the Contract. In computing the amount payable in accordance with this Article on any current Application for Release of Payment:

- a. The Funding Agency may deduct and retain up to three percent (3%) of the then total Applications for Release of Payment. The sum withheld by the Funding Agency shall not exceed three percent of the Contract Sum. All money retained

by the Funding Agency may be withheld until the Final Payment is approved for release.

**12.9 If The Funding Agency Does Not Approve Release of Payment.** If the Funding Agency fails to approve release of payment to the Small GESA Contractor within forty-five (45) days after receipt of an acceptable Application for Progress Payment, the Small GESA Contractor may file a claim for interest. No interest penalty payment shall be paid, however, if payment is made on or before the fifteenth (15<sup>th</sup>) calendar day after the payment due date. The Small GESA Contractor is not entitled to stop work in any event, unless the Funding Agency exercises its right to suspend the work, as provided in these General Conditions. According to 62 Pa. C.S. §3938, as amended, this failure to pay provision shall not apply if:

- a. The General Assembly failed to enact a budget for the fiscal year of payment; or
- b. The Federal or State Government failed to pay funds due and payable to the local government unit; or
- c. The General Assembly failed to enact an operating budget for the fiscal year of payment or a capital budget for the capital project; or
- d. The Federal, State, or local government failed to pay funds designated or to be designated for the specific project.

**12.10 If Work Cannot be Completed Through No Fault of Small GESA Contractor.** If, after Final Inspection, items of Work cannot be completed because of any of the following conditions:

- a. Unseasonable considerations, such as bituminous paving, landscaping, etc.; or
- b. The Funding Agency agrees that particular items need not be completed until a subsequent date; or
- c. The Funding Agency delays the acceptance of the release of the Final Application for Payment for any unreasonable length of time, (reasonableness shall be determined by the Funding Agency)

The Funding Agency may agree to release payment to the Small GESA Contractor. The payment may be reduced by one and one-half (1-1/2) times the dollar value of uncompleted items.

**12.11 Approval to Release Final Payment Not Due Until Conditions Met.** Neither the approval to release final payment nor the remaining retained percentage becomes due until the Small GESA Contractor submits to the Funding Agency:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Funding Agency might in any way be responsible, have been paid or otherwise satisfied by the Small GESA Contractor; and

- b. Statements from the Small GESA Contractor's Surety Company and the Small GESA Contractor's certificate on forms satisfactory to the Funding Agency as to Small GESA Contractor's payment of all claims for labor, materials, equipment rentals and public utility services; and
- c. If required by the Funding Agency, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as is designated by the Funding Agency.

If any Subcontractor refuses to furnish a release or waiver, as required by the Funding Agency, the Small GESA Contractor may furnish a Bond satisfactory to the Funding Agency to indemnify the Funding Agency against any such lien. If any such lien remains unsatisfied after all payments are made, the Small GESA Contractor shall refund to the Funding Agency all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

**12.12 Approval of the Release of Funds If Delay Is Not Due to the Fault of the Small GESA Contractor.** If Final Inspection is materially delayed through no fault of the Small GESA Contractor, the Funding Agency shall, upon certification by the Small GESA Contractor's Retained Professional, make payment of the balance due for that portion of the Work fully completed and accepted by the Funding Agency. Such payment will not complete the contract. If the remaining balance of Work not fully completed or corrected is less than the retainage, and, if performance and payment bonds have been furnished as required, the Small GESA Contractor must submit to the Funding Agency, prior to certification of the payment, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted by the Funding Agency. Such payment shall be made under the terms and conditions governing final payment, except that it does not constitute a waiver of any of the Funding Agency's claims against the Small GESA Contractor.

**12.13 Final Payment as Waiver of Claims.** The approval of the release of final payment constitutes a waiver of all claims by the Funding Agency, **except** those arising from:

- a. Unsettled claims;
- b. Faulty, nonconforming or defective work or material;
- c. Failure of the work or material to comply with the requirements of the Contract Documents; or
- d. Terms of any warranties, special warranties and/or special guarantees required by the Contract Documents.

**12.14 Acceptance of Final Payment as Waiver of Claims.** The acceptance of final payment by the Small GESA Contractor constitutes a waiver of all claims by the Small GESA Contractor against the Funding Agency.



## **ARTICLE 13**

### **PROJECT CLOSEOUT**

- 13.1 Closeout Generally.** Project closeout consists of a Final Inspection which shall be a Project Milestone. The purpose of Final Inspection is to determine whether the Work is substantially complete and to produce a Punch List of incomplete work.
- 13.2 Final Inspection.** Final Inspection occurs within thirty (30) days from the receipt of a written request by the Small GESA Contractor to the Funding Agency for a Final Inspection and an application for release of final payment. Final Inspection shall be conducted by the Retained Professional, and the Funding Agency. The Small GESA Contractor must be present throughout the duration of the Final Inspection.
- a. The Small GESA Contractor is required to obtain the required occupancy permit from Labor and Industry prior to Final Inspection.
  - b. The Funding Agency has the sole authority, in light of the Project's Scope of Work, to determine whether parts or the whole of the Project is subject to a Final Inspection.
  - c. The Small GESA Contractor shall verify at Final Inspection that 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 have been prepared and delivered to the Funding Agency.
  - d. If the Funding Agency and the Small GESA Contractor's Retained Professional concur that the Work is substantially complete, the Small GESA Contractor's Retained Professional shall issue a Certificate of Final Completion and a certificate for release of final payment. In such case, the Professional shall produce and deliver to the Small GESA Contractor, at Final Inspection, a list of uncompleted items and a reasonable cost of completion (Punch List). The Punch List shall list in detail each uncompleted item and a reasonable cost of completion for each Punch List item. The Funding Agency shall be given the opportunity to review and accept the contents of the Punch List. The Small GESA Contractor shall complete all Punch List items within 30 calendar days of Final Inspection.
  - e. The Funding Agency will approve the release of final payment in full within 45 days from the date of Final Inspection, but the amount will be reflect a deduction of one and one-half times the amount required to complete any then-remaining uncompleted minor items and any other monies withheld in accordance with the certificate and the Contract Documents, which amount shall be certified by the Professional and concurred with by the Funding Agency. The Funding Agency' approval of the release of payment of any amount withheld for the completion of the Punch List or other items shall granted upon completion of the items in the Certificate.

- f. If the Small GESA Contractor does not complete all Punch List items or show just cause to the satisfaction of the Funding Agency why they cannot be completed, the Funding Agency may take action, including but not limited to, assessing liquidated damages, correcting items and deducting the cost of completion from the amount retained or default the Small GESA Contractor and pursue its surety for completion of the Work.
- g. If the Work is complete in accordance with the Contract Documents, a report of the Final Inspection shall be prepared by the Funding Agency in accordance with the Administrative Procedures. After successful Final Inspection, the Funding Agency may utilize the project and the warranty period shall commence.

## **ARTICLE 14**

### **SUSPENSION**

- 14.1 Suspension of Work Due to Unfavorable Conditions or Weather.** If, in the judgment of the Funding Agency, the Small GESA Contractor takes undue risk of damage to any part of a the Project, including, but not limited to, soil compaction, foundation excavation, concrete placement or any exterior building construction, by proceeding with the Work during unfavorable weather or other conditions (not relating to the fault of the Small GESA Contractor or the convenience of the Funding Agency), the Funding Agency may issue a written notice of a temporary suspension of the Work for either the whole Contract or any part of the Contract, for such temporary period as the Funding Agency deems necessary. If the temporary suspension is due to unfavorable weather, the suspension may span the time period (days, weeks or months) encompassed by the unfavorable weather. In case of such suspension under this paragraph, a proper Extension of Time will be allowed for this excusable, non-compensatory delay, but the Small GESA Contractor may not, unless the suspension resulted from a force majeure weather event, submit any claim for any expense or damages resulting from the suspension. The failure of the Funding Agency to suspend the Work does not relieve the Small GESA Contractor of its responsibility to perform the Work in accordance with the Contract Documents.
- 14.2 Suspension of Work due to Fault of Small GESA Contractor.** If the Small GESA Contractor fails to comply with the orders of the Funding Agency relative to any particular parts of the Work, the Funding Agency may issue a written notice of a temporary suspension of the Work for either the whole Contract or any part of the Contract until the orders respecting the particular parts are complied with by the Small GESA Contractor. In case of this type of suspension, which shall be considered due to the fault of the Small GESA Contractor, no Extension of Time shall be given and the Small GESA Contractor may not submit any claim for any expenses incurred by the Small GESA Contractor during the suspension period. Further, the Small GESA Contractor may be liable for any and all damages incurred by the Funding Agency due to the Small GESA Contractor's actions.
- 14.3 Suspension of Work for the Convenience of The Funding Agency.** The Funding Agency may issue a written notice of a temporary suspension of the Work for the convenience of the Funding Agency for either the whole Contract or any part of the Contract for such period of time as the Funding Agency may determine to be

appropriate. This Paragraph does not apply to suspensions due to unfavorable weather or to suspensions due to Small GESA Contractor's fault.

- a. If the performance of all or any part of the Work is suspended by the Funding Agency for an excessive period of time under this paragraph, an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such excessive suspension. The Contract Sum shall be modified in writing accordingly. The Funding Agency will not pay any costs under this paragraph to the extent:
  - i. Performance would have been concurrently suspended by any other cause, including weather, or the fault or negligence of the Small GESA Contractor; or
  - ii. An equitable adjustment for the time period encompassed within the suspension has been provided for or excluded under any other provision of this Contract.

No claim for damages allegedly incurred under this paragraph shall be submitted under the Dispute Resolution Article unless the claim, in an amount stated, is asserted in writing within six months after the date of the Funding Agency's letter terminating the suspension.

- 14.4 Resumption of Work.** When the Funding Agency directs resumption of the Work under this Article, the Small GESA Contractor shall resume full operations within ten (10) days after the date of the Funding Agency's letter terminating the suspension. The Funding Agency is not liable for any damages or anticipated profits on account of the Work being suspended, except as described in the Paragraph entitled Suspension of Work for Convenience of the Funding Agency. Suspensions of Work as outlined in this Article shall not automatically extend the Contract Completion Date. A request for an Extension of Time may be submitted by the Small GESA Contractor, setting forth its reasons for the extension, which the Funding Agency will review in accordance with the Administrative Procedures governing Extensions of Time.

## **ARTICLE 15**

### **TERMINATION OF CONTRACT**

- 15.1 Termination for the Convenience of The Funding Agency.** The Funding Agency may, in accordance with the terms of the Installment Purchase Agreement, terminate this Contract. In such case, the Small GESA Contractor shall be paid (and shall accept payment) for that portion of the entire Contract actually performed satisfactorily as of the date of termination. Termination costs shall not include any loss of anticipated profits. Disputes as to the sum payable to the Small GESA Contractor shall be settled in accordance with the provisions of the Dispute Article of these General Conditions of the Contract.
- 15.2 Small GESA Contractor's Default.** If the Small GESA Contractor:

- a. Persistently or repeatedly refuses or fails to supply sufficient properly skilled workmen or proper materials; or
- b. Persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Project; or
- c. Fails to proceed as directed by the Funding Agency; or
- d. Performs the Work unsuitably; or
- e. Neglects or refuses to remove materials or replace rejected Work; or
- f. Discontinues the prosecution of the Work without approval of the Funding Agency; or
- g. Otherwise breaches any material provision of this Contract, then the Funding Agency may, without prejudice to any of its other rights or remedies, give the Small GESA Contractor and its Surety written notice that the Small GESA Contractor has seven (7) days from the date of the Funding Agency's letter to cure the default. If the Small GESA Contractor fails to cure the default within the specified time, the Funding Agency may terminate the Contract between the Funding Agency and the Small GESA Contractor and may take possession of the site and of all materials and equipment, which has been paid for by the Funding Agency as of the date of termination. The Funding Agency may finish the Work by whatever method the Funding Agency may deem expedient. Upon termination, the Small GESA Contractor is not entitled to receive any further payment until the Work is finished, at which time the Small GESA Contractor shall be paid any excess remaining, in accordance with the Unpaid Contract Balance Paragraph below. The discretion to declare the Small GESA Contractor in default rests solely with the Funding Agency. No party, whether bound by Contract to the Funding Agency or attempting to raise a third party relationship, which this Contract specifically precludes, may state a cause of action against the Funding Agency alleging the failure of the Funding Agency to exercise its discretion to terminate the Small GESA Contractor.

**15.3 Unpaid Contract Balance.** If the unpaid balance of the Contract sum exceeds the cost of finishing the Work, including compensation for any other damages that the Funding Agency has incurred in accordance with the Contract, such excess shall be paid to the Surety. If such costs exceed the unpaid balance, the Small GESA Contractor or the surety or both shall pay the difference to the Funding Agency.

**15.4 Surety Replacement of Small GESA Contractor.** If the Funding Agency terminates the Small GESA Contractor, the surety will have thirty (30) days from the date of the termination letter to replace the terminated Small GESA Contractor with a completion contractor that is acceptable to the Funding Agency.

**15.5 Surety's Failure to Provide Replacement Small GESA Contractor.** If the surety fails to provide an acceptable Small GESA Contractor within thirty (30) days from the date of the termination letter, the Funding Agency may contract with a contractor to complete the Work in accordance with the Contract Documents.

- 15.6 **The Funding Agency's Right of Recovery.** The Funding Agency will hold the Surety responsible for any additional cost incurred by the Funding Agency as a result of the Small GESA Contractor's termination, including but not limited to, delay cost, acceleration cost, direct cost and consequential and incidental cost incurred by the Funding Agency.

## **ARTICLE 16: DISPUTES**

- 16.1 **Small GESA Contractor Must Carry on Work During the Dispute Process.** The Small GESA Contractor may note that they are performing the Work under protest and may keep records of costs during the dispute resolution process but the Small GESA Contractor shall not refuse to perform as directed by the Funding Agency. The Small GESA Contractor must maintain the Project Schedule unless otherwise agreed to by the Funding Agency. If the Small GESA Contractor fails or refuses to perform as directed, this action will constitute a breach of contract and the Funding Agency may default the Small GESA Contractor and/or proceed to suspend and/or debar the Small GESA Contractor.
- 16.2 **Dispute Resolution is a 3-Step Process.** The Small GESA Contractor and the Funding Agency agree that any and all disputes arising out of this Contract are subject to a 3-step resolution process. The Small GESA Contractor and the Funding Agency agree that participation in each preceding step is a condition precedent to the Small GESA Contractor's right to pursue any and all unresolved disputes to the next step.
- 16.3 **Step 1: Field Dispute Review Meeting.** The Field Dispute Review Meeting is the initial step in identifying and attempting to reach a timely and equitable resolution of the variety of issues that arise on any construction project. The nature and structure of each Field Dispute Review Meeting shall be flexible and consist of an informal, good-faith discussion of the current status of the Project, and identification of potential and actual disputes.
- a. **Project Intervals:** A Field Dispute Review Meeting ("FDR Meeting") will be scheduled by the Funding Agency to discuss issues arising as of the following intervals of the Project:
    - i. At least once in every three (3) month period of the project duration.
    - ii. At any other time deemed necessary by the Funding Agency.
  - b. **Location:** The Funding Agency will schedule a mutually convenient date and time for each FDR Meeting. If possible, the FDR Meeting should be convened at the Project site.
  - c. **Attendees:** The Small GESA Contractor shall attend each Field Dispute Review Meeting. The Small GESA Contractor's Retained Professional shall attend each Field Dispute Review Meeting. The Funding Agency will chair the Meeting.
  - d. **Procedure:** As the Project progresses and the time for a FDR Meeting approaches, the Funding Agency should establish the date for the meeting during the discussion at a bi-weekly Job Conference.

The Small GESA Contractor must fill out a Field Dispute Review Meeting Form, a sample of which appears in the Disputes Administrative Procedure. This Form should be submitted to the Funding Agency and provided to the Small GESA Contractor's Retained Professional approximately 1 week prior to the FDR meeting. The information on this Form should provide sufficient information to allow attendees to research potential disputes, review the Contract Documents, review the Project Schedule and examine site conditions prior to the Meeting. In all cases of misunderstanding and disputes, allegations that verbal instruction was given will not be considered. The Small GESA Contractor must produce written documentation in support of its contentions and shall advance no claim in the absence of such written documentation, or use or attempt to use any conversation with any parties against the Funding Agency, or in prosecuting any claim against the Funding Agency.

- e. FDR Meeting: The Funding Agency shall convene the Field Dispute Review Meeting.
  - i. The FDR Meeting shall not be subject to 2 Pa. C.S. (relating to administrative law and procedure).
  - ii. Neither audio recording nor videotaping will be allowed during the FDR Meeting.
  - iii. No transcripts will be taken but attendees are free to take their own notes.
  - iv. The Meeting may be moved out to the field for visual inspection of the condition if necessary to understand and resolve the issue.
  - v. The Funding Agency will allow all parties a reasonable time to present and discuss the disputes raised in the Small GESA Contractor's FDR Meeting Form.
  - vi. The Small GESA Contractor's representative (who should be an employee in the field who is familiar with the day-to-day work on the Contract) shall present a description of:
    - 1. The Work performed since the last Field Dispute Review Meeting; and
    - 2. The Work to be performed in the near future; and
    - 3. The status of disputes raised at any previous FDR Meeting; and
    - 4. New disputes that have arisen since the previous FDR Meeting. For each new dispute:
      - a. Set forth the schedule impacts, which may only be presented using the current Project Schedule; and
      - b. Set forth a proposed solution to the dispute, including:
        - 1. Days needed in any Extension of Time; and/or
        - 2. Damages attributed to the dispute; and'
        - 3. Identify the party the Small GESA Contractor believes is responsible for creating the dispute.
  - vii. The Funding Agency's representative shall present a description of:

1. their understanding of the Work performed since the last FDR Meetings; and
2. the Work to be performed in the near future; and
3. status of disputes raised at the previous FDR Meeting; and
4. a response to the new dispute(s) raised by the Small GESA Contractor, including:
  - a. The Funding Agency's view of the schedule impact, which may only be presented using the current Project Schedule; and
  - b. The Funding Agency's response to the Small GESA Contractor's proposed solution; and
  - c. the identity of the party the Funding Agency believes is responsible for creating the dispute.
- f. Within two weeks of the FDR Meeting, the Funding Agency will render a written decision on the issues raised during the FDR Meeting. The decision will be issued to all attendees. The decision is not binding upon any party.
- g. If any party is dissatisfied with the decision reached at the FDR Meeting, they may appeal the decision to the second step in the dispute process.
- h. **Any issue or dispute arising on the Project must be presented at the first FDR Meeting after the dispute arose. If a Small GESA Contractor fails to raise an issue at the appropriate FDR Meeting (i.e., an issue arising during first 25% of contract duration must be presented at the 25% FDR Meeting and may not be presented later at the 50% FDR Meeting) then the Small GESA Contractor is deemed to have waived the issue.**
- i. **Only claims raised during an FDR Meeting may be appealed to the Claim Conference stage.**

**16.4 Step 2: Claim Settlement Conference.** The second step in the dispute resolution process is a Claim Settlement Conference, which is a more formal step in the process and is described in general in §1712.1 of the Commonwealth Procurement Code.

- a. Time to File A Claim: Under this second step of the process, the Small GESA Contractor may appeal the FDR Meeting decision by submitting a written claim to the Deputy Secretary or designee for the Funding Agency.
- b. **Any issue or dispute arising on the Project that is not mutually resolved at the FDR Meeting stage may only be appealed to the Claim Settlement Conference stage. If the Small GESA Contractor fails to pursue any unresolved FDR Meeting issue to a Claim Conference within the 6-month time frame set forth below, then the Small GESA Contractor is deemed to have waived the issue.**
- c. **A claim accrues under this Step upon the date of the Funding Agency's written decision. If the Small GESA Contractor decides to appeal the decision reached at the FDR Meeting, the Small GESA Contractor must file an appeal of the decision to the Deputy Secretary or designee within six months of the date of the Funding Agency's decision. If the Small GESA**

**Contractor fails to file a written request within this time period, the Small GESA Contractor is deemed to have waived its right to assert the claim in any forum. The Deputy Secretary or designee will disregard untimely claims.**

- d. Contents of the Claim: The claim filed by the Small GESA Contractor with the Deputy Secretary **or designee** shall state **all grounds** upon which the Small GESA Contractor asserts a controversy exists. The claim must contain, at a minimum:
  - i. The Claim Settlement Conference request form set forth in the Disputes Administrative Procedure; and
  - ii. The documentation submitted by the Small GESA Contractor to the Funding Agency during the FDR Meeting to substantiate the Small GESA Contractor's view of the issue; and
  - iii. The Funding Agency's decision.
- e. Date of the Claim Conference: The Deputy Secretary or a designee will schedule a mutually convenient date and time for the Claim Settlement Conference.
- f. Attendees: All parties identified in the Claim Packet or deemed necessary by the Funding Agency shall attend the Claim Settlement Conference. At a minimum, the Small GESA Contractor, the Small GESA Contractor's Retained Professional and a representative from the Funding Agency shall attend the Claim Settlement Conference.
- g. Procedure: The Deputy Secretary or a designee will convene the Claim Settlement Conference.
  - i. The Claim Settlement Conference shall not be subject to 2 Pa. C.S. (relating to administrative law and procedure).
  - ii. Neither audio recording nor videotaping will be allowed during the Claim Settlement Conference.
  - iii. No transcripts will be taken but attendees are free to take their own notes.
  - iv. The Deputy Secretary or a designee will allow all parties a reasonable time to present and discuss the issues.
  - v. The Small GESA Contractor's representative shall present a description of the issue, including:
    - 1. the factual background of the issue;
    - 2. the schedule impacts, which may only be presented using the current Project Schedule; and
    - 3. the proposed solution to the dispute, including:
      - a. days needed in any Extension of Time; and/or
      - b. damages attributed to the dispute; and
      - c. identify the party the Small GESA Contractor believes is responsible for creating the dispute.



- vi. The Funding Agency's representative shall present a description of:
  - 1. a response to the dispute(s) raised by the Small GESA Contractor, including:
    - a. The Funding Agency's view of the schedule impact, which may only be presented using the current Project Schedule; and
    - b. The Funding Agency's response to the Small GESA Contractor's proposed solution; and
    - c. the identity of the party the Funding Agency believes is responsible for creating the dispute.
  - h. The Deputy Secretary or designee will render a final determination on the issue(s) raised during the Claim Settlement Conference within 120 days of the receipt of the claim by the Deputy Secretary or designee. The parties may, during the 120 day period, mutually agree to extend the 120-day deadline. If extended, the Deputy Secretary or designee will issue written confirmation of the extension. If no decision is rendered within the 120 days, the claim is deemed to be denied on the 120<sup>th</sup> day. The determination of the Deputy Secretary or designee shall be the final order of the Funding Agency with regard to the issue(s).

**16.5 Step 3: Filing a Claim at the Board of Claims.** The third step in the dispute resolution process is filing a Statement of Claim with the Board of Claims, which is a more formal step in the process and is described in general in §1712.1 and §1721 et seq. of the Commonwealth Procurement Code.

- a. Time to File a Statement of Claim. Within fifteen (15) days of:
  - i. The mailing date of the Deputy Secretary's final determination denying a claim; or
  - ii. Within 135 days of the date the Small GESA Contractor files a claim with the Deputy Secretary if no final determination has been rendered and no extension has been agreed to,

whichever occurs first, the Small GESA Contractor may proceed to the third stage of the dispute resolution process by filing a claim with the Board of Claims in Harrisburg.

- b. **Only claims that were raised during a Claim Settlement Conference may proceed to the Board of Claims.**

## **ARTICLE 17**

### **MISCELLANEOUS CONDITIONS**

- 17.1 Project Sign.** No signs of any kind shall be placed anywhere on the project site without the explicit written permission of the Funding Agency. Signs for safety instruction, direction of traffic, instruction of visitors to the site and site restrictions shall be fabricated, erected and maintained by the Small GESA Contractor as required at no additional cost to the Funding Agency. Upon Completion of the work, or when directed by the Funding Agency, the Small GESA Contractor shall remove signs.
- 17.2 Temporary Ventilation.** The Small GESA Contractor shall provide temporary ventilation to remove from the structure any excessive heat and/or humidity in enclosed portions of the Work, resulting from its construction operations so that the Work may be carried on without interruption and under correct conditions, including required dryness for installation of the various materials. Removing any dangerous or noxious fumes or particles suspended in the air is the responsibility of the Small GESA Contractor. Temporary equipment used for this temporary ventilation shall produce no hazard to the Work or to any person in or near it. The Small GESA Contractor shall furnish all such temporary equipment; pay all costs for it and for its operation, including fuel and power supplies during operation both in and out of normal working hours. The Small GESA Contractor shall remove the equipment when it is no longer required, or when so directed by the Funding Agency.
- 17.3 Work Beyond Limit of Contract.** For purposes of performing the Work, the site is defined by the Limit of Contract lines shown on the drawings. The Small GESA Contractor is responsible for any work performed beyond the limit of Contract.
- 17.4 Advertising.** No advertising is permitted within the Work area or adjacent area. This does not apply to corporate vehicles or attire.
- 17.5 Federal and A.S.T.M. and Other Specifications.** Reference to Federal, A.S.T.M. and other standard specifications references and designations means those in effect at the date of bid. Basic codes and regulations incorporated by reference, standard regulations and codes refer to editions in effect at the date of proposals, including current addenda or errata. The most stringent section of each code applies.
- 17.6 Storage and Stockpiling on Roofs.** No materials of any type may be stored or stockpiled overnight on roofs.
- 17.7 Audit of Records.** The Funding Agency may, at reasonable times and places, audit the books and records of the Small GESA Contractor. The Small GESA Contractor shall maintain books and records related to the Contract for a period of three (3) years from the date of final payment. The Small GESA Contractor shall include a requirement in contracts with subcontractors or suppliers that requires the Subcontractor or Supplier to maintain its records for the same length of time.
- 17.8 Reduction of Noise.** The Small GESA Contractor must take reasonable steps to minimize noise and shall perform work in accordance with local noise ordinances. The Small GESA Contractor shall perform noise-producing work in less sensitive hours of the day or week as directed by the Funding Agency. The Small GESA Contractor shall maintain noise-producing work at or below the decibel levels and within the time periods specified and shall perform construction activities involving repetitive, high-level impact noise only between 8:00 a.m. and 6:00 p.m. unless otherwise permitted by the Funding Agency and permissible by local ordinance.

- 17.9 Visible Dust Emissions.** No person shall perform any construction, demolition, excavation, extraction, or other earthmoving activities unless appropriate measures are sufficiently implemented to limit Visible Dust Emissions (VDE) to 20% opacity and comply with the conditions for a stabilized surface area when applicable. The Small GESA Contractor shall apply sufficient water to building exterior surfaces, and/or unpaved surface areas where equipment will operate to limit VDE to 20% opacity throughout the duration of razing and demolition activities or handling, storage, and transport of bulk materials on-site or off-site. The Small GESA Contractor shall apply sufficient dust suppressants to unpaved surface areas within 100 feet where materials from razing or demolition activities will fall in order to limit VDE to 20% opacity. The Small GESA Contractor shall also apply sufficient dust suppressants to unpaved surface areas where wrecking or hauling equipment will be operated in order to limit VDE to 20% opacity.

## **ARTICLE 18**

### **LEGAL MATTERS**

- 18.1 No Estoppel or Waiver of Legal Rights.** The Funding Agency is not precluded or estopped by the measurements or the release of Applications for Payment made or given by the Funding Agency from showing the true and correct amount and character of the Work performed and materials and equipment furnished by the Small GESA Contractor. The Funding Agency may show, at any time, that any such measurements or approvals of release of Applications for Payment are untrue or incorrectly made in any particular, or that the Work or materials, equipment or any parts thereof do not conform to the specifications and the Contract. The Funding Agency may reject the whole or any part of the aforesaid Work or materials and equipment if the measurements or approval of release of Applications for Payment are found or become known to be inconsistent with the terms of the Contract, or otherwise improperly given. The Funding Agency may, notwithstanding any such measurements or approval of release of Applications for Payment, demand and recover from the Small GESA Contractor, its surety, or both, such damages as the Funding Agency may sustain by reason of the Small GESA Contractor's failure to comply with the terms of the specifications and the Contract, or on account of any overpayments made on any approved for release Application for Payment. Neither the acceptance by the Funding Agency nor any certificate accepted for payment of money, nor any approval for release of payments, nor acceptance of the whole or any part of the Work by the Funding Agency nor any Extension of Time, nor any position taken by the Funding Agency operates as a waiver of any portion of the Contract or any power herein reserved by the Funding Agency or any right to damages. A waiver of any breach of the Contract will not be held to be a waiver of any other or subsequent breach.
- 18.2 Law of the Place.** The Contract shall be governed by the Laws of the Commonwealth of Pennsylvania.
- 18.3 Successors and Assigns.** This Small GESA Contract shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns. No part of this Contract may be assigned by the Small GESA Contractor without the prior written consent of the Funding Agency.

- 18.4 Written Notice.** Written notice is duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or mailed to its post office box address, if any, or addressed to the Small GESA Contractor at its place of business as set forth in the Standard Form of Contract. Wherever the term "notice" is used, such notices, to be effective, shall be in writing and, if to the Funding Agency, shall be mailed by Certified or Registered mail, postage and fees prepaid, or shall be delivered, in person, to the Deputy Secretary for Public Works, Department of General Services, 18th & Herr Streets, Harrisburg, Pennsylvania 17125.
- 18.5 Claims for Damages: Legal Relations and Responsibilities.** Contracts covered by these General Conditions are not to be construed as being made for the benefit of any person or political subdivision not a party to this Contract, nor shall this Contract be construed to authorize any person or political subdivision, not a party to this Contract, to maintain any lawsuit hereunder, nor shall this Contract be construed to constitute the basis for the maintenance of any lawsuit by any person, or political subdivision not a party hereto.
- 18.6 Royalties and Patents.** The Small GESA Contractor shall pay all royalties and license fees. The Small GESA Contractor shall defend all suits or claims for infringement of any patent rights and shall hold the Funding Agency harmless from loss on account thereof.
- 18.7 Personal Responsibility and Work Opportunity Reconciliation Act.** Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Act 58 of 1997, as amended), all employers are required to report information on newly-hired employees to a designated state agency. The Commonwealth of Pennsylvania has designated the Department of Labor and Industry as that agency. For information concerning this requirement call 1-888-PAHIREs.
- 18.8 Prevailing Minimum Wage Predetermination.** The Small GESA Contractor is hereby notified that this Contract is subject to the provisions, duties, obligations, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. §165-1 et seq., as amended, which is incorporated herein by reference as if fully set forth herein. In compliance with said Pennsylvania Prevailing Wage Act, the Prevailing Minimum Wage Predetermination is hereto attached and made part hereof as approved by the Secretary of Labor and Industry. If a job classification is not covered by the Prevailing Wage Predetermination, the Small GESA Contractor may not pay individuals in that classification less than the lowest rate for laborers, as set out in the predetermination.
- 18.9 Public Works Employment Verification Act.** The Small GESA Contractor is hereby notified that this contract is for a public work and the Small GESA Contractor is therefore subject to the provisions, duties, obligations, remedies and penalties of the Public Works Employment Verification Act, 43 P.S. §§167.1-167.11, which is incorporated herein by reference as if fully set forth herein. Contractors subject to said Public Works Employment Verification Act are required to utilize the Federal E-Verify program to verify the employment eligibility of each new employee hired after January 1, 2013 and to submit to the Department a Commonwealth Public Works Employment Verification Form available on the Department's web site at [www.dgs.state.pa.gov](http://www.dgs.state.pa.gov).
- 18.10 Steel Products Procurement Act.** The Small GESA Contractor is hereby notified that this contract is for a public work and the Contractor is therefore subject to the provisions, duties, obligations, remedies and penalties of the Steel Product Procurement Act, 73

P.S. §§1881-1887, as amended, which is incorporated herein by reference as if fully set forth herein. The Small GESA Contractor must refer to the Department's web site at [www.dqs.pa.gov](http://www.dqs.pa.gov) for information regarding the Steel Products Procurement Act and the current list of exempt machinery and equipment steel products.

**18.11 Tobacco Use on Project Site.** Use of tobacco products (smoke and smokeless) shall be restricted on site after the building has been enclosed (with permanent or temporary enclosures). Personnel found in noncompliance with this directive may be removed from the site upon discovery of this noncompliance.

**18.12 Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract.

- a. Unless the Small GESA Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the Funding Agency shall notify the Small GESA Contractor using the Small GESA Contractor information provided by the Small GESA Contractor in the legal contact information provided in this Contract if the agency needs the Small GESA Contractor's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Small GESA Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
- b. Upon notification from the Commonwealth that the Commonwealth requires the Small GESA Contractor's assistance in responding to a RTKL request for records in the Small GESA Contractor's possession, the Small GESA Contractor shall provide the Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the Small GESA Contractor's possession which arises out of the Contract that the Commonwealth requests ("Requested Information") and provide such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Small GESA Contractor fails to provide the Requested Information within fourteen (14) calendar days after receipt of such request, the Small GESA Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Small GESA Contractor's failure, including any statutory damages assessed against the Commonwealth.
- c. The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Small GESA Contractor agrees not to challenge the Commonwealth's decision to deem the Requested Information a Public Record. If the Small GESA Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Small GESA Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Small GESA Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Small GESA Contractor's written statement, the Commonwealth still decides to provide the Requested Information, Small GESA Contractor will not challenge or in any way hold the Commonwealth liable for such a decision.

- d. The Commonwealth will reimburse the Small GESA Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- e. Small GESA Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Small GESA Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Small GESA Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Small GESA Contractor has Requested Information in its possession.

**END**

# **APPENDIX I**

- Small GESA Contract Administrative Procedures



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

**ADMINISTRATIVE  
PROCEDURES  
FOR  
SMALL GESA  
CONTRACTS**

**HARRISBURG, PENNSYLVANIA**

**2015 EDITION**



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Small Diverse Business Participation

**THE TERM “DGS” MAY APPEAR IN THIS DOCUMENT AND THE GSC FORMS BUT, IT SHALL MEAN “FUNDING AGENCY.”**

# **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 Project Orientation Meeting or the Initial Design Progress Meeting. US 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, Project Name, Facility, and a brief summary of the issue.
3. Following is an example of proper identification for email subject line: Small GESA-4, DCNR Western Region

### **B. Addressing and Distribution of Correspondence**

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.

#### **During Design Phase:**

DGS Director of Energy and Resource Management (Energy Coordinator)  
Energy Engineer  
Funding Agency Person assigned to project  
Small GESA Contractor's Retained Professional

#### **During Construction:**

Funding Agency Person assigned to project  
Energy Coordinator  
Energy Engineer  
Small GESA Contractor's Retained Professional

## **ADMINISTRATIVE PROCEDURE #2**

### **ORIENTATION MEETING**

#### **A. Scheduling of Orientation Meeting**

1. The Orientation Meeting will be held prior to the Initial Design Progress Meeting. The Funding Agency will contact the Small GESA Contractor by letter within ten days after the Small GESA contract effective date to schedule this meeting. The Funding Agency will also inform the Energy Coordinator and the Energy Engineer of the meeting. The purpose of the Orientation Meeting is to familiarize the Small GESA Contractor with the Small GESA procedures and forms to be used during design and construction and to review the Funding Agency's requirements for design services, design progress meetings, submissions, regulatory and other approvals, construction phase meetings, and other items including the project schedule.
2. Personnel from the Small GESA Contractor's office, such as the principal of the firm, Project manager and Project superintendent, the Small GESA Contractor's Retained Professional and its consultants, and the Small GESA Contractor's HVAC, plumbing and electrical subcontractors must attend since instructions will be given on completion of forms. All Forms may be downloaded on DGS' website.
3. During the Orientation Meeting, the Funding Agency or designee shall conduct the order of business and discuss specific requirements and particulars of the project.

#### **B. Agenda for Orientation Meeting**

1. Introduction of all project participants by the Funding Agency and exchange of email addresses and phone numbers for all project participants.
2. Explanation of Administrative Procedures and forms.
  - a All Forms may be downloaded on DGS' website.
  - b The Funding Agency will not distribute paper copies of any forms.
3. Overview of the Project Scope and Schedule.
4. Review of design, submission and approval requirements.
5. At the Orientation Meeting, the Energy Engineer will set a time, date, and place for the Initial Design Progress Meeting, which will be no later than the tenth day following the Orientation Meeting.
6. Question and answer period.

**ADMINISTRATIVE PROCEDURE #3**  
**DESIGN PROGRESS MEETINGS AND JOB CONFERENCES**

**A. General Information Regarding Job Conferences and Design Progress Meetings**

1. Design Progress Meetings are held to address and document Design Phase activities and progress on the Project.
2. Job Conferences are held to address and document Construction Phase activities and the progress on the Project.
3. The Orientation Meeting will be held prior to the Initial Design Progress Meeting. Job Conferences will be scheduled by the Funding Agency subsequent to the commencement of on-site work by the Small GESA Contractor.
4. In the event that site development construction work begins prior to the completion of the Design Phase, both Job Conferences and Design Progress Meetings will be scheduled as required. The Small GESA Contractor's Retained Professional and the Funding Agency may elect to schedule these meetings on the same date.

**B. Design Meetings**

1. General Information Concerning Design Progress Meetings
  - a The following persons are required to attend Design Progress Meetings:
    - i Small GESA Contractor's Project Manager or equivalent
    - ii Small GESA Contractor's Professional or Retained Professional and its consultants
    - iii Funding Agency representative(s)
  - b The following representatives are permitted, but not required, to attend any Design Progress Meeting:
    - i Energy Coordinator
    - ii Energy Engineer
  - c During the Design Progress Meetings, the Small GESA Contractor's Professional or Retained Professional or designee shall conduct the order of business. The Small GESA Contractor's Professional shall take the minutes of Design Progress Meetings. Within ten days of the meeting or not less than two days prior to the next Design Progress Meeting, whichever occurs first, the appointed individual shall email a copy of the minutes to each addressee listed on the record.
2. Initial Design Progress Meeting Agenda
  - a Introduction of attendees.
  - b Explanation by Funding Agency of relevant portions of the GESA Design Manual and associated forms. The Small GESA Contractor may use the Design Manual included in the RFP as a guide. The discussion will include:
    - i Meeting minutes and correspondence
    - ii Project schedule, submissions and reviews
    - iii Project scope and changes

- iv Required Funding Agency approvals
- v Pre-design activities
  - Site visit and existing conditions verification
  - Available existing documents acquisition and review
  - Code analysis verification
  - Proprietary and restricted products
  - Final Submission requirements
  - Drawing, specification and design standards to be met.
- vi Review and verification of materials included with the RFP, as applicable:
  - Scope of work and technical requirements
  - Site drawings, utilities and interferences
  - Environmental, archaeological and related impacts
  - Facility prototype drawings
  - Identified adjustments or corrections required to prototype
  - Structural criteria including geotechnical report impacts
  - HVAC, plumbing, fire protection and electrical criteria
  - Security criteria
  - Codes, regulatory approvals and permits
  - Summarize determinations regarding site and facility criteria.
  - Submission requirements to Labor and Industry Building and Boiler.
- c Other topics raised for discussion
- d Establish date, time and location for the next Regular Design Progress Meeting

### **C. Regular Design Progress Meetings**

1. The Small GESA Contractor will hold Regular Design Progress Meetings as often as deemed necessary, however, in no case less than monthly unless a longer interval is approved, in writing/email, by the Funding Agency.
2. The Small GESA Contractor Professional, or designee, shall determine the required agenda, notify all required participants by email and conduct the meeting among all those concerned with Project design. The agenda of a Regular Design Progress Meeting shall include the following:
  - a General Review of minutes of the previous Design Progress Meeting with progress on Action Items, as noted on previous Design Progress Meeting minutes. The manner in which the item was addressed should also be noted. Action Items will be included in each report until resolved.
  - b Presentation of current drawings and specifications
  - c Discussion of progress and identification of new Action Items
  - d Review of Design Progress Schedule with special attention given to items that are behind schedule.
  - e Projected work for the next bi-weekly period
  - f Delays with the Small GESA Contractor identifying any outstanding Action Item that may delay the completion of the design.

- g Information to be incorporated into completed minutes should include percentage of elapsed design time and estimated percentage contract document completion; date, time and place of the next Design Progress Meeting; and the name of the person who prepared the minutes.
- h The Small GESA Contractor Retained Professional will email the Design Progress Meeting minutes to the following:
  - i Small GESA Contractor
  - ii Small GESA Contractor's Retained Professional
  - iii Funding Agency
  - iv Energy Coordinator
  - v Energy Engineer

#### **D. General Information Concerning Job Conferences during Construction Phase**

1. The following persons are required to attend Regular Job Conferences:
  - a Small GESA Contractor's Project Manager or equivalent
  - b Small GESA Contractor's Professional or Retained Professional
  - c The Funding Agency
    - i If necessary, the Funding Agency will schedule Special Job Conferences and will specify the required attendees.
2. The following representatives are permitted, but not required, to attend any Job Conference:
  - a Energy Coordinator
  - b Energy Engineer
  - c Other representatives, as appropriate (determined by the Funding Agency)
3. The Small GESA Contractor's Professional shall create minutes of Job Conferences. A copy of the minutes shall be emailed to each attendee before the next Job Conference.
4. Failure of the Small GESA Contractor representative to attend any Job Conference is a violation of the Small GESA Contract.

#### **E. Initial Job Conference**

1. **Notice and attendance**
  - a The Funding Agency will set a time, date, and place for the Initial Job Conference (IJC), which will be no later than the fifteenth day following approval of the Final Design. **The Small GESA Contractor and all subcontractors are expected to have reviewed and familiarized themselves with the Administrative Procedures prior to the IJC.**

- i The email notification of the time, date and place of the IJC shall be sent to:
  - Small GESA Contractor
  - Small GESA Contractor's Professional or Retained Professional
  - Funding Agency representative(s)
  - Energy Coordinator
  - Energy Engineer
  - DGS Bureau of Diversity, Inclusion and Small Business Opportunities
- 2. During the IJC, the Funding Agency shall conduct the order of business and discuss specific requirements and particulars of project construction.
- 3. The GESA Professional shall attach a separate sheet to the minutes of the IJC Report, indicating the names, email addresses and telephone numbers of the Small GESA Contractor, the Small GESA Contractor's Retained Professional, appointed Funding Agency personal, the Energy Coordinator, and the DGS Energy Engineer, assigned to the project.
- 4. Agenda for Initial Job Conference
  - a Introduction of attendees.
  - b Explanation of Small GESA Administrative Procedures and associated forms. The Funding Agency will not provide the Small GESA Contractor with a copy of the Administrative Procedures with the Orientation Packet..
  - c Permits, Fees, Notices, Safety
  - d Establish Small GESA Contractor's projected start date for on-site construction work.
  - e Establishment of date, time and location of the first Regular Job Conference
  - f Review of Small GESA Contractor contract General Conditions
  - g General Comments

## **F. Construction Job Conferences**

1. The Funding Agency will hold bi-weekly Job Conferences unless a longer interval is mutually accepted. The GESA contractor is responsible for meeting minutes.
2. The agenda of a Regular Job Conference shall include the following:
  - a General Review of Previous Report
    - i Unsatisfactory conditions and/or workmanship noted on previous Job Conference Reports must be noted when corrected and accepted on first report following correction. The manner in which the correction was made should also be noted. The unsatisfactory item will be included in each report until correction is made.
  - b General discussion of Job Conditions
  - c Review of past due Shop Drawings



- d Review of outstanding Change Orders
- e Review of Progress Schedule
  - Special attention will be given to items that are behind schedule.
- f Projected work for the next bi-weekly period
- g Delays
  - The Small GESA Contractor should pay special attention to ensure that any delays are documented on the Job Conference Reports, since Extensions of Time will be determined from the information provided at the Job Conference.
- h Information to be incorporated into completed Job Conference Reports may include, but is not limited to, percentage of elapsed Project time; percentage of Project payment; percentage of Project job completion (based upon physical inspection); date, time and place of the next Project job conference; and the name of the person who prepared the report.
- i Job Conference Reports will be emailed as an attachment by the Funding Agency to the following:
  - Small GESA Contractor
  - Small GESA Contractor's Retained Professional
  - Funding Agency
  - Energy Coordinator
  - Energy Engineer

## **G. Special Job Conferences**

1. The Funding Agency, or representative, may call a Special Job Conference to consider any emergency or unusual job condition. Only the subject(s) mentioned in the notice of the Special Job Conference shall be discussed.

## **ADMINISTRATIVE PROCEDURE #4**

### **A. CONTRACT BREAKDOWN SHEET (FORM GSC-30)**

1. The Small GESA Contractor shall prepare and submit the Contract Breakdown Sheet (“GSC-30”) to the Funding Agency for its approval within 45 days of the effective date of the Small GESA Contract and prior to submission of the Small GESA Contractor’s first Application for Release of Payment. The Small GESA Contractor will use the Cost Submission form completed in response to the AFQ and the RFP as the basis for the GSC-30. The Funding Agency will require at least ten working days to review and approve the GSC-30 or any Supplemental GSC-30.
2. The Small GESA Contractor may request a meeting with the Funding Agency for the purpose of reviewing a work copy of the GSC-30. The Small GESA Contractor shall prepare the GSC-30 work copy prior to the requested meeting. This meeting does not trigger a submission for purposes of the Prompt Payment Act.
3. Following review of the GSC-30 work copy by the Funding Agency, the Small GESA Contractor shall email the final GSC-30 to the Funding Agency.
  - a The Funding Agency shall review the GSC-30 with their designated personnel and the Funding Agency personnel assigned to the Project shall sign the bottom of the GSC-30.
  - b The Funding Agency shall review and approve the Small GESA Contractor’s Applications for Payment in accordance with language included in the project-specific Small GESA RFP without DGS participating in the review or approval of any Applications for Payment.
  - c In reviewing the GSC-30, the Funding Agency should utilize the items set forth under General Information for this Administrative Procedure. The Funding Agency-approved GSC-30 will be the basis for the Small GESA Contractor’s Applications for Release of Payment. The Funding Agency may also use the GSC-30 to determine the cost or credit to the Funding Agency resulting from changes in the work.
4. General Information
  - a The Small GESA Contractor shall show the Contract Bond as the first item. The bond cost shall not exceed the actual amount paid by the Small GESA Contractor.
  - b If a Roof Bond/Guarantee is required, it must be listed separately as the second item.
  - c Temporary heat, if required by the Contract Documents, must be shown on the GSC-30 as a separate line item, which must be the last item on the GSC-30 and must include the number of days, 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, must be based on the Unit Price shown on the breakdown.
  - d The Small GESA Contractor must list items according to Energy Conservation Measures and break the ECMs into buildings or floors.

- e The Small GESA Contractor shall include separate line items for Retained Professional's services during design and during construction. The sum of these items shall match the fee established in the contract between the Small GESA Contractor and their Retained Professional. No more than 50% of the fee may be included in the design line item and no more that 25% may be included in the line item for administration and review services during construction. The remaining 25% balance shall be identified as being for services associated with testing, commissioning and project close-out activities. These percentages may not be altered without the prior written consent of the Funding Agency.
- f The Small GESA Contractor shall not show temporary services and/or equipment furnished at the Small GESA Contractor's cost. The Small GESA Contractor must pro-rate the cost of these items (with the exception of temporary heat) throughout the items of work, material and/or equipment to which the cost pertains.
- g The Small GESA Contractor shall include a single line item for mobilization in its GSC-30, limited to include only those items listed in the General Conditions of the Small GESA Contract. The total for mobilization cost shall not exceed 1.5% of the contract award amount.
- h The Small GESA Contractor shall show excavation and backfill 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.
- i 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 shall include forming. Forming may not be indicated as a separate line item.
- j Painting must be a separate item, listed in square feet. The Funding Agency will not accept lump sum painting costs.
- k The Small GESA Contractor shall not use the terms "furnish" or "install" 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 Funding Agency or another Commonwealth of Pennsylvania entity for the Small GESA Contractor's use in the Project.
- l "Demolition" shall include, in parentheses, the specific item(s) to be demolished.
- m The Small GESA Contractor shall include scaffolding costs within the item with which it is associated, not as a separate line item.
- n The Small GESA 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, as a "lump sum" item. The Small GESA Contractor shall obtain Funding Agency's approval of the shop drawings prior to Application for Release of Payment. If a subcontractor is used for shop drawings, a copy of the subcontractor's invoice must be attached to the Application for Release of Payment when the Small GESA Contractor requests payment for the shop drawings.
- o When balancing of heating and ventilating systems is required by the specifications, the Small GESA Contractor shall show it as a separate item.

- p Lump Sum items cannot be released for payment until the item is completely finished, inspected, and accepted by the Funding Agency.
- q The Small GESA Contractor may submit a supplemental breakdown for those items listed as Lump Sum on the original approved GSC-30 at a later date, indicating quantity, unit price and extensions for all items to be furnished and installed under each Lump Sum item. Lump Sum items should be kept to a minimum. Supplemental breakdowns are not permitted for items where partial payment has been made.
- r The Small GESA Contractor's initial GSC-30 must designate any work to be subcontracted by noting such in parenthesis after the scope of work, such as "Painting (subcontracted)". The line item for subcontract work may be broken into as many sub-items as necessary, including building, area or floor.
- s A separate line item is required for each purchase order or subcontract issued to an SDB firm. The line item for the purchase order or subcontract may be broken into as many sub-items as necessary, including building, area or floor. The value for the purchase order or subcontract line item (or the sum of the sub-items) shall be identical to the value of the purchase order or subcontract.
- t Descriptions shall be clear and concise for each item of work, material or equipment, using the same designation as the specifications. The Small GESA Contractor shall list all items (examples: concrete masonry units, conduit, pipe fittings, wire, cable, etc.) by type and size to be installed.
- u The Small GESA Contractor shall list items by ECM in chronological order on the GSC-30. Additional items may be listed at the Small GESA Contractor's discretion. Alpha-numeric numbering is not permitted except in cases where supplemental breakdowns are submitted.
- v The Small GESA Contractor shall list operation and maintenance manuals as one line item. The value shall be not less than 1% of the contract award amount and is subject to the approval of the Funding Agency.
- w The Small GESA Contractor shall list Record Drawings (as-built dwgs.) as one line item. The value shall be at least 2% of the contract award amount.

## **ADMINISTRATIVE PROCEDURE #5**

### **A. PROJECT SCHEDULE FORM GSC-35**

1. The Project Schedule shall be developed using the Critical Path Method. The schedule shall be developed, prepared, and submitted in accordance with the requirements and time frames required by the General Conditions of the Small GESA Contract and the requirements of this Administrative Procedure, in addition to the following:
  - a The CPM Schedule is to be created by the Small GESA Contractor the utilizing current version of Primavera.
  - b The Small GESA Contractor shall complete all work in accordance with the accepted Project Schedule. The Project Schedule will reflect the decisions of the Small GESA Contractor as to sequence, duration, design and construction logic and all means and methods of construction.
  - c The Project Schedule shall be reviewed at the first Design Meeting. No Application for Release of Payment beyond #1 will be approved by the Funding Agency until the Project Schedule is submitted by the Small GESA Contractor and accepted by the Funding Agency.
  - d The Funding Agency will not automatically grant an extension of time due to activity time delays. Since 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, the modification or delay may not affect existing critical activities or interim milestone dates or cause non-critical activities to become critical.
  - e 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. Float is not for the exclusive use or benefit of either the Funding Agency or the Small GESA Contractor. The Funding Agency will consider extensions of time to interim milestone dates or the Contract Completion Date 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.
  - f General Information
    - i The Small GESA Contractor shall list design activities indicating Required Submissions dates and required review time.
    - ii The Small GESA Contractor shall list items of construction as they will be installed, listing each ECM separately The Small GESA Contractor shall also include in its schedule submissions of shop drawings for approval, approval of shop drawings, placing of material orders, and delivery of materials.
    - iii The Small GESA Contractor is responsible for assuring that any/all subcontract work as well as work performed by its own forces, is included in the schedule.
    - iv 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.

- v The Small GESA Contractor shall identify and incorporate construction progress milestones into the Project Schedule in accordance with the General Conditions of the Small GESA Contract. The milestones shall signify the start date or completion date of a specific activity that is critical to the completion of the project on schedule. The Small GESA Contractor must show at least one milestone in each month of the scheduled construction period.

## ADMINISTRATIVE PROCEDURE #6

### A. REQUEST FOR APPROVAL OF MATERIALS OR SUBCONTRACTORS FORM GSC-23

1. The Small GESA Contractor shall prepare and submit the Form GSC-23 as required by the General Conditions of the Small GESA Contract and this Administrative Procedure.
2. If the Small GESA Contractor wishes to provide an "equal," it must check the appropriate block on the Form GSC-23. The submission shall fulfill the requirements of the General Conditions of the Small GESA Contract.
3. If the Small GESA Contractor desires to provide a "substitution," it must check the appropriate block on the Form GSC-23. The submission shall fulfill the requirements of the General Conditions of the Small GESA Contract. The Small GESA Contractor must also attach a "Letter of Certification" on company letterhead in this format:

GESA Project Location \_\_\_\_\_

#### Certification

I, the authorized representative of the Small GESA Contractor 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 Small GESA Contractor and the Funding Agency creates any contractual relationship between the Funding Agency 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.

4. The Small GESA Contractor shall number each submission and each page within each submission consecutively and shall give resubmissions the same number as the original submission.
5. The Small GESA Contractor shall attach a copy of the Certification for Welders and a copy of the License for Blasters to the Form GSC-23, when submitted.
6. If the Small GESA Contractor has a financial interest in a Subcontractor, Sub-subcontractor or Supplier, it must disclose its relationship to the Subcontractor, Sub-subcontractor or Supplier on the GSC-23 in the block "Relation to Small GESA Contractor" in accordance with the General Conditions of the Small GESA Contract.
7. Prior to the commencement of work by any Subcontractor, Sub-subcontractor or

Supplier, the Small GESA Contractor must submit a copy of the Subcontractor/Supplier Agreement, in accordance with the General Conditions of the Small GESA Contract to DGS field personnel (or Funding Agency if Small GESA project is administered by Funding Agency) who will retain a copy.

8. The Small GESA Contractor shall also submit a copy of every Subcontractor/Supplier Agreement or Purchase Order with a SDB to the DGS' Bureau of Diversity, Inclusion and Small Business Opportunities regardless of which agency is administering construction.
9. The Small GESA Contractor shall specifically identify the Subcontractor, Sub-subcontractor or Supplier on a separate line on the Contract Breakdown Sheet GSC-30 (if known prior to approval of the GSC-30), or on the Application for Release of Payment GSC-18 (if after approval of the GSC-30), as described more completely elsewhere in the Administrative Procedures.
10. The Small GESA Contractor shall email the GSC-23 Form to its Retained Professional, with a copy to the Funding Agency .
11. The Funding Agency shall review the copy of the GSC-23 for compliance immediately upon receipt. If any discrepancies are found, The Funding Agency shall notify the Small GESA Contractor's Retained Professional in writing.
12. It is the Small GESA Contractor's Retained Professional's responsibility to check each item for conformity with the requirements of the specifications. The Small GESA Contractor's Retained 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 Small GESA Contractor. The Small GESA Contractor's Retained 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.
13. The Small GESA Contractor's Retained Professional will email the approved GSC-23 to the Small GESA Contractor and the Funding Agency.



# **ADMINISTRATIVE PROCEDURE #7**

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

## **CONCRETE TESTING (APPROVAL OF MIX COMPUTATIONS) CONCRETE MIX COMPUTATION - FORM GSC-26 MANUFACTURERS' HIGH VOLTAGE CABLE TEST (BIRTH CERTIFICATE) FIELD HIGH VOLTAGE CABLE TEST HVAC SYSTEMS BALANCING**

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

1. The Small GESA Contractor shall:
  - a Give the Funding Agency timely notice of its readiness and of the date arranged, so the Funding Agency or its designee may observe such inspection or testing.
  - b Bear all costs of inspections and tests, unless otherwise specified. All expenses incurred in the collecting, packing, and delivering of samples of materials or equipment to or from the Project site or laboratory will be paid by the Small GESA Contractor.
  - c When Form GSC-22/33 (which can be downloaded from the DGS website) is used 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

Cylinders for concrete other than these types will not be prefaced. Approved samples to be incorporated into the work shall be returned to the site by the Testing Laboratory.
2. The Small GESA Contractor's Retained Professional shall:
  - a Secure from the Testing Laboratory an original and three copies of the test reports and should keep the original and email a copy to the Small GESA Contractor and the Funding Agency.
  - b Any reports showing deficiencies in test results will be immediately communicated by the Small GESA Contractor's Retained Professional to the Small GESA Contractor, and to the Funding Agency.

### **B. Concrete Testing (Approval of Mix Computations)**

1. The Small GESA Contractor (or testing laboratory) shall prepare a Form GSC-26, Concrete Mix Computation, downloaded from the DGS website for each type of design mix to be used. Forms shall be emailed to the Small GESA Contractor's

2. Retained Professional for review and approval. All information required by the form must be provided.
3. The Small GESA Contractor's Retained Professional shall review each Form GSC- 26 for compliance with the Contract Documents, and approve/disapprove as appropriate and email the form to the Funding Agency for review and distribution.
4. Upon receipt of the approved GSC-26 from the Funding Agency, the Small GESA Contractor shall instruct the testing laboratory to pick up samples for mix design testing from either the batch plant or the site. One 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.

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

1. The Small GESA Contractor will ensure the Cable Test Report (Birth Certificate) complies with the Contract Documents. The Small GESA Contractor shall email this report to the Small GESA Contractor's Retained Professional and copy the Funding Agency on that email.
2. The Small GESA Contractor's Retained Professional will review the report for compliance with the Contract Documents.
  - a. If approved, the Professional shall affix a stamp of approval directly to each copy of the report, retain a copy and email a copy of the stamped report to the Funding Agency.
  - b. If disapproved the report, the Professional shall return all copies to the Small GESA Contractor by email explaining the reason(s) for rejection. The Professional shall copy the Funding Agency on this email.
3. High Voltage Cable may not be installed until the Funding Agency approves the Manufacturer's Cable Test Reports.

### **D. High Voltage Cable Field Test Report**

1. The Small GESA Contractor shall email the report to the Small GESA Contractor's Retained Professional and copy the Funding Agency on that email.
2. The Small GESA Contractor's Retained Professional shall review the Field Test Report for compliance with testing procedures and Contract Documents.
  - a. If approved, the Small GESA Contractor's Professional will affix its stamp of approval directly to each copy of the report, retain a copy and email a copy to the Funding Agency.
  - b. If disapproved the report, the Small GESA Contractor's Professional shall advise the Small GESA Contractor of the appropriate corrective action to assure compliance with the Contract Documents.
3. The Funding Agency will consider approving the release of payment for High Voltage Cable only after (a) the Manufacturer's Test Report is approved, and (b) the cable is installed, and (c) the Field Test Report is approved by the Small GESA Contractor's Professional and (d) reviewed by the Funding Agency.

## **E. HVAC Systems Balancing Report**

1. The Small GESA Contractor shall submit an original of the HVAC Systems Balancing Report to the Small GESA Contractor's Professional or Retained Professional. The Funding Agency must be copied on the email including the attachment.
2. The Small GESA Contractor's Professional shall review the Balancing Report for compliance with balancing procedures and the Contract Documents.
  - a. If approved, the Small GESA Contractor's Professional shall affix its stamp of approval directly to each copy of the report and email a copy to the Funding Agency.
  - b. If the report is disapproved, the Small GESA Contractor's Professional shall advise the Small GESA Contractor of the appropriate corrective action to assure compliance with the Contract Documents. The Small GESA Contractor's Retained Professional must email the Funding Agency that the report has been disapproved and set forth the proposed method of correction.
  - c. If the Funding Agency disapproves any report or concurs with a "qualified" approval by the Small GESA Contractor's Professional, the Small GESA Contractor's Professional shall verify that the Small GESA Contractor has completed any required remedial action. The Small GESA Contractor's Professional shall notify the Funding Agency in writing, that the Small GESA Contractor has completed the required remedial action. The Small GESA Contractor shall be responsible for the retesting and rebalancing of any and all zones affected by the corrective action. The Small GESA Contractor shall then resubmit a Balancing Report for these areas to the Small GESA Contractor's Professional.
3. Payment for test and balancing will not be made until the report(s) are approved by the Funding Agency.

## ADMINISTRATIVE PROCEDURE #8

### A. SUBMITTALS

1. The Small GESA Contractor's Retained Professional will review and approve all submittals in accordance with the Small GESA General Conditions by stamping with an approval stamp. Only a stamp as indicated in the sample provided in this section will be accepted.
2. The Small GESA Contractor shall make any corrections the Small GESA Contractor's Retained Professional may require and resubmit the required number of corrected copies of shop drawings or new samples until approved. The Small GESA Contractor's Retained Professional shall act on the resubmission within ten (10) days of its receipt, unless the Funding Agency approves a different period of time. The resubmission of submittals by the Small GESA Contractor and the Small GESA Contractor's Retained Professional's subsequent review shall be in accordance the General Conditions of the Small GESA Contract.
3. The Small GESA Contractor's Retained Professional shall supply one copy of the Final Shop Drawings or Catalog Data to the Small GESA Contractor, the Funding Agency.
4. The Small GESA Contractor must maintain at the Project site one copy of all Project drawings, updated daily to indicate as-built conditions.
5. Any work commenced by the Small GESA Contractor prior to final approval of the submittals is performed at the Small GESA Contractor's own risk.
6. The box below is a sample of the "Approval Stamp" to be utilized by the Small GESA Contractor's Retained 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
<hr/>	
SIGNATURE/TITLE	DATE
<ul style="list-style-type: none"><li>• A note may be added to: Advise the Small GESA Contractor that quantities have not been verified.</li><li>• Advise the Small GESA Contractor that all materials must meet the requirements of the Contract Documents</li></ul>	

## **ADMINISTRATIVE PROCEDURE #9**

### **APPLICATION FOR RELEASE OF PAYMENT**

FORM GSC-16 – Prevailing Minimum Wage Certificate

FORM GSC-17 – Recap of Small GESA Contractor' Application for Release of Payment

FORM GSC-18 – Application for Release of Payment

FORM GSC-24 – Payroll Affidavit, Certificate/Statement of Surety, Power of Attorney

FORM GSC-43 – Stored Materials

#### **A. General Information**

1. The Small GESA Contractor's Applications for Release of Payment shall be prepared, submitted, and processed in accordance with the General Conditions of the Small GESA Contract and this Administrative Procedure.
2. The Funding Agency will not process an Application for Release of Payment until the Contract Breakdown Sheet, Form GSC-30, has been approved.
3. An Application for Release of Payment will not be processed without the Small Diverse Business Utilization Report (See AP 15).
4. If the Small GESA Contractor submits an incorrect Application for Release of Payment, the Funding Agency will authorize release of payment for all items which are correct and notify the Small GESA Contractor, within fifteen days of the submittal, of the deficiencies in the Application. The Funding Agency will return Applications for Release of Payment to the Small GESA Contractor only if there is missing or incomplete paperwork.
5. When the Funding Agency receives an Application for Release of Payment, the Funding Agency field personnel shall date and initial the Form GSC-17 in the upper right corner. The Funding Agency field personnel have three days from the date of receipt to review, correct, and approve the Application for Release of Payment.
6. The Small GESA Contractor will make any adjustments or changes required as a result of the Funding Agency's review on the next Application for Release of Payment submitted after receipt of the Funding Agency comments.

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

1. The Small GESA Contractor must attach a completed Form GSC-16 to each Application for Release of Payment to certify compliance with the payment of Prevailing Minimum Wages as required by the Contract Documents.
2. The Small GESA Contractor and its subcontractors are required to submit Form LLC-25 to the Funding Agency field personnel on a weekly basis.

#### **C. Small GESA Contractor's Application for Release of Payment - Form GSC-17**

1. The Small GESA Contractor must number each application consecutively and

complete the heading information.

2. The Small GESA Contractor must check the "Final" block when requesting release of final payment of the contract amount. If the Small GESA Contractor is revising a request for release of the final payment application, the "Post Final" block must be checked.
3. The Amended Contract Amount is the Total Contract Award, plus or minus all approved change orders (debit or credit).

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

1. The Small GESA Contractor must provide a true and correct list, according to the item number(s) on the approved GSC-30, of the Project work performed for each pay period.
2. The Small GESA Contractor shall list all items in numerical sequence, as shown on the GSC-30, and carry all items on each and every Application for Release of Payment, Form GSC-18.
3. The Small GESA Contractor shall individually list all completed debit and/or credit change order work previously approved by the Funding Agency under the heading "Executed Change Orders" on the Form GSC-18.
4. The Funding Agency may authorize payment of an approved change order on a percentage basis as the work is completed, upon the request of the Small GESA Contractor.
5. The Small GESA Contractor shall individually list all pending debit and/or credit change orders, which have received Funding Agency scope authorization under the heading "Pending Change Orders" on the Form GSC-18.

#### **E. Stored Materials – Form GSC-43**

1. The Small GESA Contractor may invoice stored materials when materials are ordered in advance and stored at the Project site pending their installation. Material scheduled for installation **in fewer than 45 days** from the date of procurement is not eligible for payment as stored material.
2. The Small GESA Contractor must submit a completed GSC-43 Form with the Application for Release of Payment.
3. Prior Funding Agency approval to store materials is not required. The signatures of the Small GESA Contractor and the Funding Agency will signify that the forms have been reviewed and are correct.
4. The Small GESA Contractor is responsible for proper storage of the materials at the Project site. Materials shall be stored off the ground and properly protected from the elements.
5. The Small GESA Contractor shall submit a separate GSC-43 Form for each Supplier.
6. The description of line items on the Small GESA Contractor's Supplier invoice should be identical to the description on the Small GESA Contractor's GSC-43 Form and the GSC-30. If an item description on the Supplier's invoice is not identical to the items on the GSC-43 and GSC-30, the Small GESA Contractor must clearly describe, either on the invoice or an attachment, how the invoiced item(s) relate to the items on the GSC-43 and GSC-30.

7. The Small GESA Contractor's Supplier invoice must also show the Unit Wholesale Price and the Extended Unit Wholesale Price. The Small GESA Contractor may add information to the Supplier's invoice for the purpose of clarity.
8. If items that are being submitted as stored material are combined with other items on a Small GESA Contractor's Supplier invoice, the claimed stored items must be clearly identified.
9. The Small GESA Contractor's requests for release of payment may not exceed 85% of the price of the item as indicated on the approved GSC-30.
10. When a Supplier's invoice lists two or more separate items that are component parts of a previously submitted single line item 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 Small GESA Contractor's completed GSC-43 Form, submitted with each Application for Release of Payment, must also have the following documents attached:
  - a. Supplier's Invoice
  - b. Fire and theft insurance policy rider for the materials
  - c. Evidence of payment, or when payment has not been made, a letter on the Small GESA Contractor's letterhead authorizing payment to be made jointly to the Small GESA Contractor and the Supplier.
  - d. Power of Attorney (from bonding company)

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

1. The Small GESA Contractor must submit a completed Form GSC-24 with its Final Application for Release of Payment. If the Small GESA Contractor does not submit Form GSC-24 with the Final Application for Release of Payment, the Funding Agency will withhold approval of the release of the sum of \$500 until the form is submitted.
2. The Small GESA Contractor need not complete the Payroll Affidavit section of the form if the prevailing minimum wage scale does not apply. However, the Small GESA Contractor must make a statement on the reverse side of the Payroll Affidavit indicating that the prevailing minimum wage scale does not apply.
3. The Small GESA Contractor should retain a copy of Form GSC-24 and email an original with the Application for Release of Payment, with a copy of the Power of Attorney attached.

**G. For Each Application for Release of Payment**

1. Prior to the Application for Release of Payment packets being submitted to the Escrow Agent, the Funding Agency field personnel shall assemble it in the following order:
  - a. Application for Release of Payment GSC-17
  - b. Application for Release of Payment Labor/Material/Equipment GSC-18
  - c. Prevailing Wage Certificate GSC-16

- d. If applicable, Stored Materials GSC-43
    - i. Power of Attorney (from bonding company)
    - ii. Supplier's Invoice
    - iii. Fire and theft insurance policy rider
    - iv. Evidence of payment, or when payment has not been made a letter on the Small GESA Contractor's letterhead authorizing payment to be made jointly to the Small GESA Contractor and the supplier
  - e. GSC-24 (if Final Invoice)
2. Upon Final Inspection, the Funding Agency will adjust the retainage to reflect the actual amounts withheld as set out in the General Conditions of the Small GESA Contract. The Application for Release of Payment packet will include the pertinent pages of the Final Inspection Report, including the Funding Agency's certificate detailing the incomplete items and value, pending credit change orders, liquidated damages, claims, and other pertinent information. To receive payment, the Small GESA Contractor must have completed or settled the open items listed on the certificate. As individual paperwork items are completed, the Funding Agency may approve proportionately reduced retainage amount. The Funding Agency field personnel shall attach the pertinent pages of the Final Inspection Report to the Application for Release of Payment noting items which have been resolved and shall calculate, insert, and highlight the adjusted retained amount on each copy of the Final Inspection Report attached to the Application for Release of Payment.



# ADMINISTRATIVE PROCEDURE #10

## CHANGE ORDERS FORM GSC-1

**A. General Information** - Any change to the Small GESA 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** - any change to the Small GESA Contract which meets both of the following criteria:
  - a The Small GESA Contractor and the Funding Agency field personnel agree that the change constitutes neither a net additional nor deductible cost to the Small GESA 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.
  - c Field Orders are issued by the Funding Agency field personnel describing the full scope of the work. The Small GESA Contractor shall request a Field Order in writing to the Funding Agency.
  
2. **Change Order** - any change to the Small GESA Contract which does not meet both of the Field Order criteria.
  - a **The Funding Agency will only issue a debit change order for unforeseen conditions and Using Agency Request. No change orders will be issued unless it is for a credit.**
    - i An unforeseen condition is a site condition discovered that could not have been determined by the Small GESA Contractor during the site investigation or a condition that did not occur until after the project was awarded.
  
3. **Emergency situation** - If a change order condition is an emergency, it is essential that the Funding Agency issue the Change Order and authorize the Small GESA Contractor to begin work as soon as possible.

**B. Step By Step Instructions - This table lists actions from beginning to end for a Change Order. All actions are to be performed chronologically.**

STEP	PARTY	ACTION
1	Small GESA Contractor	Identify Unforeseen Condition.
2	Small GESA Contractor	Complete SECTION 1 of GSC-1 with cost and scope and signed by Retained Professional and Small GESA Contractor. Attach itemized cost breakdown for review and verify that costs are within remaining project contingency. Email to Funding Agency and DGS Resource & Energy Office
3	Funding Agency & DGS	Review and approve. Sign and, if needed, obtain Sec. signature. Email to Small GESA Contractor.
4	Small GESA Contractor	Perform work upon receipt of GSC-1. When done, the Small GESA Contractor invoices the final determined cost. If cost is disputed, the Small GESA Contractor may pursue a Field Dispute.

## C. General Comments on processing C/O.

1. **Small GESA Contractor and Retained Professional** - The Small GESA Contractor shall describe in detail the unforeseen condition or the Using Agency Request that constitutes a change from original contract. The description should include all reference drawings, sketches, and specification sections. Small GESA Contractor must provide a detailed cost breakdown of the actual costs. The Funding Agency 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 GESA Contractor should clearly define both the requested (new) and the superseded (specified) work. The description should also make reference to any Energy Conservation Measure impacted by the proposed change order.
2. **Field Personnel** - The Funding Agency field personnel shall check the detailed cost breakdown and verify its accuracy. Any inaccurate information discovered in the cost breakdown that may be corrected by the Funding Agency (such as math errors, incorrect application of overhead and profit, burden, and/or bond rate adjustment) should be adjusted in lieu of returning it to the Small GESA Contractor for correction. Any missing, incomplete, or improper information that cannot be corrected should be referred back to the Small GESA Contractor for correction.

## D. Change Order Breakdown

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. Funding Agency will not authorize payment of any separate line items in the Cost Breakdown for such freight charges. The Small GESA 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 GESA Contractor may claim 5% mark-up for labor. The Funding Agency will not authorize reimbursement of line items in the Small GESA 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. The Funding Agency expects the Small GESA 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, Small GESA may only use a monthly rate not a daily or weekly rate if the monthly rate is more economical than the other two rates. The Funding Agency 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 GESA Contractor may claim sales tax paid for any piece of equipment rented from an outside (non-Small GESA Contractor owned) rental agency provided that a receipt showing the sales tax paid amount accompanies the cost breakdown. The Funding Agency will disallow sales tax for any rental item without such proper verification. The

Small GESA 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 GESA Contractor showing any Change Order work being performed by a Subcontractor. Include any costs for the Small GESA Contractor's Retained Professional as subcontract work. For those breakdowns containing work performed by one or more Subcontractors, the Small GESA Contractor is responsible for clarifying somewhere in the breakdown, the exact scope of work being performed by each Subcontractor. The Small GESA 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 GESA Contractor's Subcontractor in performance of the work.
5. **Summary** - At the end of the detailed cost breakdown, the Small GESA Contractor shall list individually the total costs of material, labor, equipment, sub-contracts and deductions. The Small GESA Contractor shall then apply the adjustment to contract bond which is equal to the Small GESA Contractor's bond rate times the Change Order cost subtotal. The Funding Agency considers the appropriate bond adjustment rate to be equal to the percentage rate used by the Small GESA Contractor to establish the contract bond amount shown on the Small GESA Contractor's original cost breakdown GSC-30 previously approved by the Funding Agency.
6. **Change Order Approval Letter** (see example format provided in this manual section) will be issued to the Small GESA Contractor by the Funding Agency upon review and approval of every Change Order. This letter authorizes the Small GESA 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 GESA Contractor and Funding Agency.
7. **Disputed Change Order** - A Disputed Change Order Approval Letter may be issued to the Small GESA Contractor by the Funding Agency on any Change Order which contains a Small GESA Contractor's cost proposal being disputed by the Funding Agency. The letter authorizes the Small GESA 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 the Funding Agency and in conflict with the Small GESA Contractor's proposed cost. The letter will establish the Funding Agency's determined cost and the Small GESA Contractor's rejected proposed cost. If the Small GESA Contractor disputed the Funding Agency's cost, additional compensation may be pursued after completion of the Change Order work by pursuing a Field Dispute Resolution.

Small GESA Contractor: \_\_\_\_\_ **GESA CHANGE ORDER** \_\_\_\_\_ Project: G \_\_\_\_\_  
 CHANGE ORDER #: \_\_\_\_\_ Agency: \_\_\_\_\_  
 Locale: \_\_\_\_\_

**SECTION 1 Small GESA Contractor's Retained Professional's Scope of Work (Complete and email to DGS)**

The description of this construction change (including reference to drawings/sketches to define scope) is as follows:

Small GESA Contractor agrees to furnish and or delete labor and materials in order to complete the construction included within the scope of this Change Order to contract plans and specifications for the net \_\_\_ additional \_\_\_ deductible cost amount of :\$ \_\_\_\_\_ in accordance with the attached cost breakdown. Small GESA Contractor further agrees that the completion date for construction as contained in the contract shall not be changed by approval of this Change Order without the submission of a request for an extension of time.

**Small GESA Contractor Retained Professional Signature:**

\_\_\_\_\_ **Date** \_\_\_\_\_  
**Small GESA Contractor Signature:** **Date** \_\_\_\_\_

**SECTION 2-RECOMMENDATION OF THE FUNDING AGENCY**

- Small GESA Contractor's breakdown costs have been checked and are recommended.
  - Small GESA Contractor's breakdown costs are not recommended. Region recommends cost of \$\_\_\_\_\_. I have enclosed a separate breakdown.
- Approval of this Change Order is  is not  recommended.

**Funding Agency Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**EXAMPLE COMPLETED COST**

**BREAKDOWN Small GESA CONTRACTOR'S NAME**

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

			<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>
2	38	76	CARPENTER	\$20.27	\$30.59	\$1,540.52	\$2,324.84
TOTAL LABOR HOURS		76	TOTAL BASE RATE COST (TBR)		\$1,540.52		
TOTAL WAGE RATE COST (TWR)						\$2,324.84	

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

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

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

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

Small GESA Contractor's Signature

CHANGE ORDER APPROVAL LETTER

Date: \_\_\_\_\_

Small GESA Contractor Name  
Small GESA Contractor Address

Re: Change Order No. \_\_\_\_\_  
Project G - \_\_\_\_\_  
Title \_\_\_\_\_  
Location \_\_\_\_\_

Gentlemen:

The Department of \_\_\_\_\_ 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,

Funding Agency

cc: Energy Engineer

Funding Agency

DISPUTED CHANGE ORDER APPROVAL LETTER (EXAMPLE FORMAT)

Date: \_\_\_\_\_

Small GESA Contractor Name  
Small GESA Contractor Address

Re: Change Order No. \_\_\_\_\_  
Project G - \_\_\_\_\_  
Title \_\_\_\_\_  
Location \_\_\_\_\_

Gentlemen:

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

The Funding Agency determined that your original cost breakdown amount of \$ \_\_\_\_\_ is too high. The discrepancy in cost is due to \_\_\_\_\_.

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

If you disagree with this assessment and feel that the work involved is worth more than \$ \_\_\_\_\_, you may pursue a claim through the Field Dispute Review process.

Sincerely,

Funding Agency

cc: Funding Agency

Energy Engineer

**ADMINISTRATIVE PROCEDURE #11**  
**REQUEST FOR EXTENSION OF TIME**  
**FORM GSC-5**

**A. General Information**

1. All Requests for an Extension of Time shall be prepared and processed by the Small GESA Contractor and the Funding Agency in accordance with the General Conditions of the Small GESA Contract, and this Administrative Procedure.
2. The Small GESA Contractor may download the GSC-5 from DGS' website.
3. The Small GESA Contractor must verbally inform the 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 GESA 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 GESA Contractor must submit the Form GSC-5 to the Funding Agency. Failure to submit the form within ten days may result in the denial of the request.
4. The front of the form is for the Small GESA Contractor's use. The Small GESA Contractor must enter all required information and answer all questions to the best of its ability. Omission of data or failure to answer any of the questions will result in the form being returned to the Small GESA Contractor for completion. The Small GESA Contractor or its authorized representative is required to sign the Form GSC-5 in attestation of the submitted facts.
  - a The Request Number will be assigned by the Funding Agency. A request number will not be assigned until a properly completed form is received.
  - b Only one delay shall be submitted on a GSC-5 Form; multiple delays must be submitted on separate forms.
  - c If the explanation of the delay is lengthy and/or the Small GESA 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.
5. Claims for weather-related delays must be substantiated by Weather Data, which may be secured from local weather records and/or the National Oceanic & Atmospheric Administration, National Climatic Center, Asheville, North Carolina 28801.
6. The Small GESA Contractor should keep one copy of the form and email a signed copy to the Funding Agency.
7. The Funding Agency will review the form to ensure the provided the required information is provided and the form is signed.
  - a If the information is incomplete, the Funding Agency will return the original form, with an appropriate explanation, to the Small GESA Contractor for correction and resubmission.
  - b If the GSC-5 is in order, the Funding Agency will assign a sequential number, enter the received date, enter the acknowledged date and email a copy to the Small GESA Contractor.



8. Within five days of receipt, the Funding Agency shall review the extension request, Small GESA Contractor's supporting documentation, field documentation and all other sources of information required for evaluation by the Funding. The Funding Agency's recommendation shall be incorporated into the form in the appropriate area. Additional sheets may be attached as required. The Funding Agency shall also attach all pertinent information and documentation required to justify and support the recommendation. The form shall then be signed and dated by the Funding Agency. A complete copy of the GSC-5 Form and all supporting documentation should be retained by the Funding Agency.
9. The Funding Agency's recommendation will be emailed to the Deputy Secretary for the Funding Agency. The Deputy will review the packet and email a letter to the Small GESA Contractor, copy to Funding Agency personnel with the determination.

**ADMINISTRATIVE PROCEDURE #12**  
**SUBMISSION GUIDELINES FOR**  
**STEEL CERTIFICATIONS PURSUANT TO THE**  
**STEEL PRODUCTS PROCUREMENT ACT**  
**73 P.S. §1881, et. seq. as amended**

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

1. The Small GESA Contractor shall download the forms from the DGS website and submit the appropriate form to the Funding Agency assigned to the Project. Only one fully-executed certification form for each product must be submitted.
2. 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.
3. The North American Free Trade Agreement (NAFTA) does not supersede or preempt the Act.
4. Aluminum and brass products are not steel products; therefore, steel certification forms are not required for such items.
5. Pursuant to Section 1884(b)(2) of the Act, DGS has created a list of exempt machinery and equipment steel products, which is posted on the DGS website at [www.dgs.state.pa.us](http://www.dgs.state.pa.us). If a product to be utilized on the project appears on the exemption list, steel certification forms are not required.
6. Modification or alteration of the Steel Certification forms is strictly prohibited. However, where the term "DGS" is written, it shall mean "Funding Agency."
7. 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.
8. Questions regarding steel certification submissions and/or compliance with the Act shall be submitted in writing to the Funding Agency as soon as possible after the Initial Job Conference. The Funding Agency will investigate and render a written response in a timely fashion.
9. **Nothing in this Administrative Procedure should be construed as relieving the Small GESA Contractor, Subcontractor, supplier or fabricator from complying with the requirements of the Act. Steel Certification forms must be submitted and approved before a steel product arrives on site. If the Small GESA Contractor enters into a purchase order for a "steel product" prior to submitting acceptable steel certification, the Small GESA Contractor 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 GESA Contractor assumes the full risk of nonpayment, replacement costs and/or debarment if the products are not certifiable.**

10. No Application for Release of Payment containing steel products will be processed until the appropriate steel certification form(s) has been approved by the Funding Agency.
11. **Domestic availability will be determined as of the date the ST-4 form is submitted for approval.**
12. The forms that follow ST-1 through ST-4 have been developed by the DGS of General Services for use on the GESA projects. The DGS assumes no responsibility or liability for any use of these forms on the public works projects of any other entity subject to the Act.

# ST-1

This form must be filled out for each "steel product" on a project unless otherwise noted.

## SECTION A

**Line #1** This is the Small GESA 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 GESA Contractor's business address.

**Line #3** This is the Small GESA Contractor's business phone number.

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

**Line #5** This is the contract number for the Project.

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

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

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

**NOTE:** The Small GESA Contractor does not have to submit a form for each piece of steel which is being put into the Project. The Small GESA 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 GESA Contractor must submit **1 ST form** for "steel I-Beams" with a listing of the various sizes covered by that ST form. The Small GESA 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 Small GESA 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 GESA Contractor must also submit an ST-1 with Section B(2) marked off and attach the appropriate supporting documentation.

**If different suppliers are used, 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 GESA Contractor only needs to submit the ST-1 form. 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 GESA 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, doorframes, windows, machinery and equipment.

**a) supporting documentation:** Fully executed ST-2

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

**SECTION C**

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

## ST-2

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 contract number for the Project.

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

**Line #7** This is the "steel product" being certified, such as a chiller, condenser, hollow metal doors. The Small GESA 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 MAKES THE ENTIRE FORM INVALID  
AND A NEW FORM MUST BE SUBMITTED.**

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

### **SECTION B**

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

**Line #9** This is the Fabricator's name.

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

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

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

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

### **SECTION C**

1. Language - **No modifications, cross-outs or alterations of any type may be made to the language of this certification paragraph.**
2. Signature - Two signatures are required on the ST-2 form. The Small GESA 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-3

### 2-STEP ELIGIBILITY ANALYSIS:

**BEFORE A Small GESA Contractor CAN SUBMIT AN ST-3, THE FOLLOWING ANALYSIS MUST BE SATISFIED:**

**STEP #1:** The Small GESA 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 GESA 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 in it.

### **SECTION A**

**Line #1** This is the Small GESA Contractor's name.

**Line #2** This is the Small GESA Contractor's business address.

**Line #3** This is the Small GESA Contractor's phone number.

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

**Line #5** This is the contract number for the Project.

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

**Line #7** This is the "steel product" being certified, such as a chiller, condenser, hollow metal doors. The Small GESA 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/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 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** invalidate the ST form.

### **NOTES on ST-3 Forms:**

- It is not necessary to submit an ST-1 with the ST-3.
- **The Funding 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 Funding Agency deems it to be in the Commonwealth's best interests, the Funding Agency may request the Office of Inspector General to investigate the submission of the ST-3 form.**



## ST-4

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

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

**Line #1** This is the Small GESA Contractor's formal business name.

**Line #2** This is the Small GESA Contractor's business address.

**Line #3** This is the Small GESA Contractor's business phone.

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

**Line #5** This is the contract number for the Project.

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

**Line #7** This is the "steel product" being certified, such as a chiller, condenser, hollow metal doors. The Small GESA 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 the corresponding GSC-23 submittal number.

**Line #9** These four lines, (a) through (d), are to be filled out completely by the Small GESA Contractor. At least four suppliers/manufacturers must be contacted by the Small GESA 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 GESA 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.

**NOTE ON ST-4 FORMS:** It is not necessary to submit an ST-1 form with an ST-4 form.

# ADMINISTRATIVE PROCEDURE #13

## OCCUPANCY/UTILIZATION INSPECTION

FORM GSC-46 Certificate of Occupancy/Final Completion Inspection

FORM GSC-47 Certificate of Final Completions and Release of Final Payment

### A. Occupancy/Utilization Inspection

1. The Funding Agency may use or permit the Funding Agency to use or occupy any completed or partially completed portion(s) of the work in accordance with the General Conditions of the Small GESA Contract and this Administrative Procedure.
2. The Funding Agency will establish the date and time for an Occupancy/Utilization Inspection and will invite the following:
  - a Energy Engineer, optional
  - b Energy Coordinator, optional
  - c Small GESA Contractor
  - d Small GESA Contractor's Retained Professional
  - e Funding Agency personnel
3. The 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 Small GESA Contractor's Retained Professional, the Small GESA Contractor and a representative of the Funding Agency.
4. The Small GESA Contractor's Retained Professional shall conduct the inspection, unless another party is designated by the Funding. A report of the Occupancy/Utilization Inspection shall be prepared and emailed to attendees by the Construction Regional Director within five work days of the inspection. The Report shall include the following information:
  - a Project Number
  - b Name of Facility
  - c Project Description
  - d Area(s) and/or equipment to be occupied/utilized
  - e Attendees along with their respective title and organization
  - f The responsibilities of the Small GESA Contractor for maintenance, heat and utilities
  - g A list of all items remaining to be completed or corrected in the area(s) to be occupied or equipment to be used
  - h Form GSC-46, "Certificate of Occupancy/Utilization"

### B. Form GSC-46, "Certificate of Occupancy/Utilization"

1. The Small GESA Contractor may download Form GSC-46 from DGS' website. The form must be prepared by the Small GESA Contractor's Retained Professional and emailed to the Funding Agency.
2. At the conclusion of the Occupancy/Utilization Inspection, the attendees shall review the responsibilities of the Small GESA Contractor for maintenance, heat and utilities, the remaining items to be completed or corrected and shall sign Form GSC-46 to indicate their concurrence with the items.

3. The work list, prepared by the Small GESA Contractor's Retained Professional, shall be appended directly to the Form GSC-46, additional sheets may be attached as required. The work list shall indicate, in detail, all items requiring completion or correction. The failure to include an item on the work list will not relieve the Small GESA Contractor of its responsibility to complete all work in accordance with the Contract Documents.
4. The Funding Agency shall, within five working days after receipt, review the Certificate of Occupancy/Utilization for completeness. If properly completed, the Funding Agency shall sign, date and email the Form GSC-46, with any attachments, in accordance with Administrative Procedure #1.
5. 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 Funding Agency.
6. The date of the fully executed Form GSC-46 shall be the start date of any warranties or guarantees associated with the occupied area(s) or utilized equipment.
7. Any damage subsequent to the inspection due solely to the use and/or occupancy of the completed or partially completed portion of the work shall not be the responsibility of the Small GESA Contractor.

**C. Final Completion Inspection**

1. The Final Inspection shall be requested and conducted in accordance with the General Conditions of the Small GESA Contract and this Administrative Procedure. The Small GESA Contractor's request for a Final Inspection must be emailed to the Funding Agency.
2. Within thirty days of receipt of the request, the Funding shall establish a date and time for the Final Completion Inspection and will notify the following:
  - a DGS Energy Engineer
  - b Small GESA Contractor
  - c Small GESA Contractor's Retained Professional
  - d Funding Agency personnel
3. The Final Inspection must be attended by the Funding Agency, the Small GESA Contractor's Retained Professional, the Small GESA Contractor and a representative of the Funding Agency.
4. At the Final Inspection, the Small GESA Contractor shall submit a final Application for Release of Payment to the Funding Agency.
  - a Line numbers 9, 10, 12 and 14 of the Form GSC-17, "Recapitulation of Small GESA Contractor Application for Release of Payment," should not be completed until the conclusion of the Final Inspection and all items requiring funds to be retained, as provided in the General Conditions of the Small GESA Contract have been determined. At that time, the Small GESA Contractor and the Funding Agency shall review the total amount to be retained, if any, and complete the applicable portions of the Form GSC-17. The Funding Agency shall then prepare and submit the final Application for Release of Payment to the Fiscal Division.
5. The 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 “substantially complete”, in accordance with the General Conditions of the Small GESA Contract, a report of the Final Inspection shall be prepared and distributed in accordance with Administrative Procedure #1, by the Funding Agency within five 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 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 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 released for payment.
- i The status of claims, if any, to include the request date and position within the Funding Agency
- j The status of Requests for Extension of Time, if any, to include request date, number and position within the Funding Agency
- 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 SDB Commitments
- n The status of Bonds, Guarantees, Warranties, Tests and Instructions still required, to include page and paragraph of the specifications
- o The status of the as-built drawings
- p The status of Small GESA Contractor’s papers, Form GSC-24 (\$500.00 shall be retained until properly submitted)
- q General comments, if any
- r Statement regarding the start date of all warranties and guarantees
- s Statement that the Contract has been completed in accordance with the plans and specifications

- t Statement that the Small GESA Contractor shall continue insurance coverage pending written permission to terminate by the Funding Agency
  - 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 Funding Agency within seven days of receipt of the Final Inspection Report
  - v Form GSC-47, "Certificate of Final Completion and Final Payment"
6. If through the course of the inspection, it is determined by the Small GESA Contractor's Retained Professional that the work is not "substantially complete", in accordance with the General Conditions of the Small GESA Contract, the Small GESA Contractor's Retained Professional shall not issue the Certificate of Final Completion and Final Payment.

**D. Form GSC-47, "Certificate of Final Completion and Final Payment"**

1. The Small GESA Contractor's Retained Professional shall download a copy of the Form GSC-47. The form must be prepared by the Small GESA Contractor's Retained Professional, signed and emailed to the Funding Agency.
2. At the conclusion of the Final Inspection, the attendees shall review all of the remaining responsibilities of the Small GESA Contractor, the remaining responsibilities of the Small GESA Contractor's Retained 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 Funding Agency and any other obligations of any party necessary to fulfill the requirements of the Contract Documents. Upon completion of this review the Small GESA Contractor, Small GESA Contractor's Retained Professional and the Funding Agency shall affix their signatures to the Form GSC-47, Certificate of Final Completion to indicate their concurrence with the remaining responsibilities of each party.
3. The Final Punch List, prepared by the Small GESA Contractor's Retained 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 Funding Agency shall, within five working days after receipt, review the Certificate of Final Completion and Final Payment for completeness and attach the Form GSC-47 to the Final Inspection Report.

# **ADMINISTRATIVE PROCEDURE #14**

## **FIELD DISPUTE RESOLUTION**

### **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 Small GESA Contractor may download the Field Dispute Resolution form from the DGS website.

## **ADMINISTRATIVE PROCEDURE #15**

### **SMALL DIVERSE BUSINESS PARTICIPATION**

#### **A. General Information:**

1. The Small GESA Contractor must meet or exceed the participation percentages provided in the Small Diverse Business Submittal for Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBEs), and Service-Disabled Veteran Business Enterprises (SDVBEs) (together referred to hereinafter as Small Diverse Businesses) on the Project as follows:
2. The participation level for each ECM shall apply to the total ECM value.
3. The Small Diverse Business participation may include all tiers of design and/or construction.

#### **B. Small GESA Contractor's Duty**

1. The participation percentage for each ECM provided in the Small Diverse Business Submittal is to be maintained throughout the term of the Contract and shall apply to the ECM value.
2. The Small GESA Contractor shall submit a Small Diverse Business Utilization Report with each Application for Payment (See section C below).
3. The Small GESA Contractor has until the date of the Final Inspection to meet or exceed the participation percentage for the ECM. This will be tracked through the Small Diverse Business Utilization Report.

#### **C. Small Diverse Business Utilization Report**

1. This report must be submitted with each Application for Release of Payment.
2. Starting with either the first full month after the Orientation Meeting or the first Application for Release of Payment (whichever is earlier), the Small GESA Contractor must submit a Small Diverse Business Utilization Report. Thereafter, an updated Small Diverse Business Utilization Report shall be submitted with each Application for Release of Payment.
3. Each Small Diverse Business Utilization Report must have current data (totals to date) identifying at least each element as follows:
  - a Detailed information including, but not limited to, any subcontracts and purchase orders documenting the dollar value commitments to Small Diverse Business firms to be used toward the satisfaction of the ECM participation percentages provided in the Small Diverse Business Submittal. All Small Diverse Businesses identified on the Utilization Report shall be retained on the Utilization Report throughout the duration of the Project.

- b Detailed information regarding any work that is claimed to be self- performed by the GESA Contractor and therefore allegedly not eligible for subcontracting to a Small Diverse Business.
- c Construction Subcontracts and Purchase Orders:
  - i All Subcontract/Purchase Orders awarded to date are \$\_\_\_\_\_
  - ii Commitment total to Small Diverse Businesses to date:
  - iii \$ \_\_\_\_\_
  - iv % \_\_\_\_\_
  - v For each subcontract and purchase order awarded since the previous Application for Release of Payment the:
    - Identity and status of the Small Diverse Business as a MBE/WBE/VBE/SDVBE that will be performing the work; and
    - The ECM for which the work will be performed; and
    - The type of work/service/material to be performed/supplied; and
    - The amount paid to date on each Small Diverse Business subcontract/purchase order this month.
    - The designation of Small Diverse Business Stocking Suppliers as either a MEP (i.e., mechanical, electrical, and plumbing) Stocking Suppliers or a General Construction Stocking Supplier.
    - The fee or commission paid to the Nonstocking Supplier. No credit will be given if the fee or commission is not listed and, the maximum credit shall not exceed 10 percent of the purchase order cost.
- d Failure to submit a Small Diverse Business Utilization Report with each Application for Release of Payment will result in an incomplete Application for Release of Payment. Such incomplete Application will be returned to the Small GESA Contractor and no payment will be processed until a complete Application is submitted.

**D. The Small GESA Contractor’s Commitments Toward the Submitted Participation Levels will be Calculated and Credited as follows:**

1. Only DGS-certified Small Diverse Businesses can be credited toward satisfying the participation percentages provided in the Small Diverse Business Submittal.
2. Small Diverse Business subcontractor performing at least sixty percent (60%) of the subcontract with their own employees will be credited toward the submitted percentage at 100 percent of the total dollar value of the subcontract/supply contract. Any Small Diverse Business subcontract, where the subcontractor performs less than 60% of the subcontract, will not be credited toward the submitted percentage.
3. Small Diverse Business stocking suppliers are credited at 60 percent of the total cost of the materials or supplies purchased. A stocking supplier is a regular dealer that owns, operates, or maintains a store, warehouse, or other establishment, in which the materials or supplies of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the



usual course of business.

4. Small Diverse Business nonstocking suppliers are credited at only the amount of the fee or commission charged by the Small Diverse Business nonstocking supplier for assistance in the procurement of the materials and supplies provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services and under no circumstances shall the credit, for a Small Diverse Business nonstocking supplier, exceed 10% of the purchase order cost. A nonstocking supplier does not carry inventory but orders materials from a manufacturer, manufacturer's representative or a stocking supplier. In order for a nonstocking supplier to receive credit, it must perform a useful business function by engaging in meaningful work (i.e., negotiating price; AND determining quality and quantity; AND ordering materials; AND paying for the materials) and the fee or commission must be provided with the purchase order and the Small Diverse Business Utilization Report. Industry practices and other relevant factors will be considered.
5. Small Diverse Business manufacturers are credited at 100 percent of the total cost of the materials or supplies purchased.
6. The Small GESA Contractor is allowed to use contract amounts at any tier of supply or subcontracting; however the dollar value of any commitment to a Small Diverse Business cannot be double counted.
  - a. If the Small GESA Contractor or any of its non-Small Diverse Business Subcontractors or Suppliers makes a commitment to a Small Diverse Business, the credit for the subcontract/purchase order commitment, regardless of the level or tier, shall be calculated as indicated in Section D and credited toward the participation percentage provided in the Small Diverse Business Submittal.
  - b. In the event that the Small Diverse Business whose entire subcontract value is counted towards the Small GESA Contractor's Minimum Participation Level and then subcontracts a portion of the work or supplies associated with this subcontract to another Small Diverse Business, the dollar value of the subcontract with/to this lower tier Small Diverse Business is NOT counted in the Small GESA Contractor's Participation Level in order to prevent the duplicate counting of Small Diverse Business commitment dollars. In this case, the dollar value of this subsequent Small Diverse Business subcontract has already been included within the scope of work and dollar value of the Small Diverse Business commitment already counted as a part of the Small GESA Contractor's Minimum Participation Level.
7. All Small Diverse Businesses must present a photocopy of their current Small Diverse Business certificate from DGS to the Small GESA Contractor. The certificate must be current as of the subcontract / purchase order execution date, not revoked, lapsed or pending, in order to obtain credit for the commitment.
8. A Small GESA Contractor's Small Diverse Business participation level per ECM is calculated by adding all or a percentage of the dollar commitments (as described in this section D) to DGS-certified Small Diverse Business subcontractors of all tiers, DGS-certified Small Diverse Business manufacturers, DGS-certified Small Diverse Business stocking suppliers, and the fee or commission paid to the DGS-certified nonstocking supplier and dividing that total amount by the total ECM price.
9. Upon receipt of the Small GESA Contractor Small Diverse Business Utilization Report, DGS will verify the certification status of the subcontractor, manufacturer, stocking supplier, or nonstocking supplier. Once reviewed by DGS, the dollar value of the subcontract or purchase order, or a percentage thereof, shall be calculated as part of the total dollar value of the Small Diverse Business participation level for the ECM.

## **E. Remedies**

1. The DGS may, in accordance with the General Conditions for the GESA Contracts (Payments Withheld), decline to approve an Application for Release of Payment in whole or in part if the Small Diverse Business Utilization Report is not included and return the incomplete Application for Release of Payment.
2. If after the first three months following Contract execution, the Small GESA Contractor fails to progress in achieving the participation percentage provided in the Small Diverse Business Submittal (based upon the data supplied in the Small Diverse Business Utilization Report), the Funding Agency may withhold payments until the GESA Contractor and the Funding Agency discuss the reasons for lack of progress and achieve a resolution. The Small GESA Contractor is not entitled to interest on any funds withheld due to their failure to submit a properly completed Small Diverse Business Utilization Report or their failure to progress in achieving the participation level.
3. The Small GESA Contractor's compliance with requirements of the Small Diverse Business participation component, including the fulfillment of any Small Diverse Business commitments in all subcontracts and purchase orders is material to the contract between the GESA Contractor and the Funding Agency. Any failure to comply with these requirements constitutes a substantial breach of the Contract. It is further understood and agreed that in the event the Funding Agency determines that the Small GESA Contractor has failed to comply with these requirements, the Funding Agency may, in addition to any other rights and remedies the Funding Agency may have under the contract, any bond filed in connection therewith, or at law or in equity, impose remedies as applicable on the Small GESA Contractor. Remedies for breach of this component may include entry into the CRP, termination, suspension, default, penalties, and/or debarment from future contracting opportunities with the Commonwealth of Pennsylvania. The remedies enumerated herein are for the sole benefit of the Funding Agency and the Funding Agency's enforcement of any provision or the Funding Agency's indulgence of any non-compliance with any provision hereunder shall not operate as a waiver of any of the Funding Agency's rights in connection with the Contract, nor shall it give rise to actions by any third parties, including any Small Diverse Business enterprises.

# **Appendix J**

## **Small GESA Project Design Manual**



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

**Small GESA Project  
Design Manual**

**2014 Edition**

**BUREAU OF ENGINEERING AND ARCHITECTURE  
SMALL GESA PROJECT DESIGN MANUAL**

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**CHAPTER 1**  
**PROJECT ADMINISTRATION**

**SECTION 100 - INTRODUCTION**

**100.1 PURPOSE.** This Manual provides the Small GESA's Professional (**Inhouse or Retained Professional**) with a guideline of procedures and standards for the design and construction stages of the Department of General Services' Small GESA projects. The Manual's organization reflects the sequence in which services and submissions will normally occur. The Department of General Services is also referred to throughout this Manual as "DGS".

**100.2 EXCEPTIONS.** It is not the purpose of the Manual to establish inflexible rules that hinder practical performance. If a specific situation appears to justify a deviation from the guidelines, it should be brought to the attention of Project Coordinator. Prior written approval is to be obtained before making a deviation.

**SECTION 101 - REFERENCE AND STANDARD DOCUMENTS**

**101.1 MANUAL INCORPORATED INTO SMALL GESA PROJECT DOCUMENTS.** This Project Procedure Manual is incorporated into the Small GESA Contract documents and is complimentary to that Contract and documents incorporated therein.

**SECTION 102 - CORRESPONDENCE**

**102.1 NUMBER OF COPIES.** All correspondence on the Small GESA Project will be handled as set forth in the Administrative Procedures of the Small GESA Contract.

**SECTION 103 - MEETINGS, MINUTES AND REPORTS**

**103.1 MINUTES.** The Small GESA's Professional ("the Professional") is to furnish minutes of all meetings to DGS and the Funding Agency. The minutes are to be sent to the DGS Project Coordinator within one (1) week following the meeting. Minutes shall be emailed as set forth in the Administrative Procedures.

**103.2 PROGRESS REPORTS.** The Professional is to email DGS a Monthly Progress Report during the Design Stages as part of its monthly invoice. The Monthly Progress Report must be submitted to DGS and the Funding Agency even if an invoice is not submitted for that month. The Report must include at least the following information:

- A. Percentage of design/document completion
- B. Significant actions taken during the period
- C. Anticipated circumstances that may affect schedule or cost

**103.3 INSURANCE.** No payment for any services will be made without a current certificate of Professional Liability Insurance and a current certificate of General Liability Insurance on file with the DGS Bureau of Professional Selection and Administrative Services. It is the Small GESA's Professional's responsibility to provide current certificates as soon as the previous certificates expire.

**SECTION 104 - APPROVALS AND COMPLIANCES**

**104.1 DGS APPROVAL.** The Department may choose to Approve / Conditionally Accept / or Reject a Design Submission. The Professional must receive DGS Conditional Acceptance or Approval of each separate Design Stage prior to proceeding to the next Stage. No compensation for wasted design or changes will be paid for work performed on subsequent Design Stages prior to receipt of approval of preceding Stages.

**104.2 FUNDING AGENCY APPROVAL.** The design submissions must, be approved by the Funding Agency at, or following, the Review Conference. The Professional is to secure the Funding Agency Head’s approval in the form of a letter, prior to the Construction Documents Stage approval by DGS.

**104.3 REGULATORY AGENCIES.** The Professional must obtain the design approval of all Local, State, Federal and other regulatory agencies having jurisdiction over the Work of the Project. Permits and approvals required at various stages are covered in more detail in subsequent chapters of this manual. The Project costs shall include the cost of permits, filing fees or similar approvals obtained during the Design Stages. The Professional shall obtain the necessary Building Permit from Pa. Department of Labor and Industry under the PA UCC Code. Commonwealth projects are exempted from the local building permit approval. Where other permit applications are part of the codes approval process, the Small GESA’s Professional shall make application and obtain permits.

- A. ‘Furnish’: To supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- B. ‘Install’: Operations at the Project site, including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
- C. ‘Funding Agency’: The particular facility at which the work of the Project is located.
- D. ‘Provide’: To furnish and install, complete and ready for the intended use.
- E. ‘Quality Assurance’: Testing and inspection services provided by the Small GESA’s Retained Professional as additional services, and performed by an independent Consultant, retained by the Small GESA’s Professional and acting on behalf of the Funding Agency, to ensure a quality project.
- F. ‘Quality Control’: Testing services required by the specifications, and performed by an agent of the Contractor.

## **CHAPTER 2**

### **ENERGY AUDIT ACTIVITIES**

#### **SECTION 200 – SITE VISIT**

**200.1** The Small GESA’s Professional shall visit the site during the project-specific RFP process and as needed during the investigation and preparation of the Energy Audit Report. These visits should provide the Small GESA’s Professional the opportunity to review with the Funding Agency’s and Funding Agency’s representatives the Project Description, the Funding Agency’s purpose, the Project feasibility, site location, special design or construction considerations and any available program information.

#### **SECTION 201 - SURVEY OF EXISTING CONDITIONS**

**201.1 SITE VERIFICATION.** The Small GESA’s Professional shall investigate existing site conditions visually and by measurement, as well as by examining available records and drawings, to determine the location and nature of utility lines and all other manmade conditions as well as natural conditions, that may influence the project. As-Built records and any existing survey cannot be relied upon to adequately disclose the pertinent information.

**201.2 EXISTING BUILDING CONDITIONS VERIFICATION.** The Small GESA’s Professional is to survey the existing conditions as needed to determine all existing conditions affecting the Small GESA project ECMs. The survey shall include HVAC, Plumbing, Electrical, and all other conditions necessary for the Energy Audit and appropriate recommendations for ECMs. As-Built drawings, if available, are



only intended as a guide. DGS assumes no responsibility for the accuracy of any As-Built drawings. Surveys of existing conditions include reasonable cutting of exploratory holes and other investigations to determine the location of existing elements as necessary for coordinating the design. The Funding Agency shall determine if the exploratory hole location is acceptable, considering the facility's operation and shall assist with relocation of property and personnel, if possible and reasonable. The Funding Agency is responsible for actual cutting and patching of the holes.

**201.3 AS-BUILT RECORD DRAWINGS.** Funding Agency may have As-Built Record Drawings for some of the projects constructed by the Funding Agency and the Former General State Authority (GSA). In addition, the DGS Bureau of Real Estate, Space Management Division may be able to provide the architectural plans for some DGS-controlled state office buildings on CAD. Small GESA's Professional should review the documents available at the Facility and determine their need for as-built drawings. If they exist, As-Built record drawings are available for viewing at DGS' offices in Harrisburg.

## **SECTION 202 - CODES AND PERMITS**

**202.1 PROFESSIONAL'S RESPONSIBILITY.** The Small GESA's Professional shall design the Small GESA Project in compliance with all applicable Federal, State and Local Codes, ordinances, laws, and regulations.

**202.2 VARIANCES.** Variances to codes and ordinances are to be avoided unless absolutely necessary for the project. If a variance must be obtained, the issue must be presented and reviewed with DGS prior to submission of the variance. In no case is a variance application to be made without prior approval of DGS.

**202.3 BUILDING CODES.** The Project design and construction must conform to the Pennsylvania Uniform Construction Code (UCC) adopted under Act No. 45 of 1999.

- A. The UCC adopts various standards and codes, including the International Building Code (IBC) for use throughout the Commonwealth of Pennsylvania. The Pa. Department of Labor and Industry will perform code enforcement and enforce the UCC. State-owned buildings are exempt from local (Municipal, Township) review of projects for a building permit.
  - 1. The PA Uniform Construction Code (UCC) is administered by the PA Department of Labor and Industry.
  - 2. All Commonwealth projects are exempted from fees for plan review and building permit application.
- B. Other Building Codes and Standards (Local, State and Federal) not listed may also apply.

**202.4 ZONING.** DGS is required to comply with local land use, setback, height and other local zoning restrictions. The scope of work for the Small GESA's Professional includes making application and obtaining zoning approval and variances prior to Construction Documents Submission at no additional cost to the project.

**202.5 SUBDIVISION AND LAND DEVELOPMENT APPROVAL.** DGS will comply with local subdivision and land development ordinances. The scope of work for the Small GESA's Professional includes making application and obtaining those approvals if necessary.

**202.6 PERMITS.** The Small GESA's Professional shall obtain all other design approval permits, such as those issued by DEP, PHMC, Highway Occupancy permits, and permission to connect to utility systems.

## **SECTION 203 - LAND SURVEY**

**203.1 INITIAL INFORMATION.** If necessary for the Small GESA Project, the Small GESA's Professional shall collect all available topographic and other site information available from the Funding Agency and DGS at the time of the initial site visit or shortly thereafter and review, analyze and determine completeness of Project Information.

**203.2 OBTAINING A LAND SURVEY.** An existing Property/Topographic survey, if within DGS' possession will be provided by DGS. If necessary for the Small GESA Project, the Small GESA's Professional should obtain confirmation from public records that all existing easements are shown on the land survey.

## **SECTION 204 - SUBSURFACE AND RELATED SITE INVESTIGATION**

**204.1 INTENT.** If necessary for the Small GESA Project, the Small GESA's Professional, with a Civil/Structural Engineer, is to obtain data that will yield sufficient information for an accurate evaluation of the existing subsurface and related conditions for the following purposes:

- A. Analysis, design and construction of foundation and substructure.
- B. Analysis, design and construction of site work such as embankment, slopes, retaining structures, site and subsurface drainage, roads and pavements.
- C. Soil Erosion and Sedimentation Control.
- D. Analysis and cost estimation of rock and soil excavation and fill.
- E. Wetlands and other land use evaluation.
- F. Archaeological studies.

**204.2 OBTAINING SUBSURFACE AND RELATED INFORMATION.** The Small GESA's Professional, in collaboration with a Civil/Structural Engineer, is to gather available information from any previous studies or reports and by observing the site.

**204.3 SUBSURFACE FUEL TANK INVESTIGATIONS.** There are specific regulations regarding existing and new fuel storage systems. Unforeseen fuel systems, whether discovered during design or construction, shall be addressed by the Small GESA's Professional in the most appropriate manner so as not to impede the project. The Professional shall use due diligence to determine the presence of or lack of underground tank systems.

**204.4 SUBSURFACE UTILITY INVESTIGATIONS.** When it is necessary to locate unobservable utility lines, tanks or other objects due to complexity or special circumstances of the Project, the Small GESA's Professional may obtain the necessary information through the use of geophysical prospecting techniques.

**204.5 SOILS ENVIRONMENTAL ASSESSMENT.** The Funding Agency shall alert DGS and the Small GESA's Professional of any previous activity which could have created soil contamination problems. Where the likelihood of contamination is real, the Funding Agency and the Small GESA's Professional shall jointly determine if a soils environmental assessment is appropriate. Installing improvements on top of contaminated soil is to be avoided.

## **SECTION 205 - DESIGN RESTRICTIONS**

**205.1 STEEL PRODUCTS.** Pursuant to the Steel Products Procurement Act, steel products including approved proprietary products must be composed of steel manufactured in the U.S. Products containing foreign steel are permitted only if 75% of the cost of the product is composed of articles or materials mined, produced or manufactured in the U.S. DGS may grant an exception to the prohibition if DGS

determines that the product is not manufactured of U.S. steel in sufficient quantity for the Project. The Professional shall not knowingly specify a prohibited product.

**205.2 ENERGY SOURCE FOR SPACE HEATING.** Heating systems or heating units installed in a facility owned by the Commonwealth shall be fueled by coal, consistent with Act 1990-28.

- A. When an alternate fuel source is proposed, justification for not using coal is required. Information for the type of fuel proposed for this Project supporting the justification must be submitted to DGS for review.
- B. Small GESA's Professional's written justification to use an alternative fuel source should include such considerations as:
  - 1. Heating system first costs, and life cycle analysis.
  - 2. Space considerations for handling and storage.
  - 3. Space considerations for equipment.
  - 4. Manpower requirements for operation and maintenance of a coal system.
  - 5. State and Federal Air Quality considerations.
  - 6. Aesthetic appeal of the site, building and/or facility.
  - 7. Other information you consider appropriate.
  - 8. Using natural gas from wells located in PA may be an appropriate justification.
- C. Information must be specific enough to present a provable argument for using the proposed fuel in place of coal. An extensive report is not required; information can be presented in letter form addressing items listed above.

**205.3 DEVIATION FROM CONSTRUCTION CONTRACT GENERAL CONDITIONS.** DGS uses our standard General Conditions to the Construction Contract for all projects. The Small GESA's Professional may not deviate from the standard practices and procedures established in the General Conditions without specific prior written approval from DGS.

### CHAPTER 3

#### CONSTRUCTION DOCUMENTS SUBMISSION

##### SECTION 300 - GENERAL

**300.1 PURPOSE.** The Construction Documents Submission ("CD") is to provide 100% complete final construction documents including drawings and specifications as required for construction. Upon receipt of written approval of the Energy Audit Report, the Small GESA's Professional shall proceed to prepare the CD submission as discussed in this Chapter.

**300.2 SUBMISSION TO THE DGS BUREAU OF ENGINEERING/ARCHITECTURE.** The Construction Documents shall be submitted on disc(s) to DGS' Bureau of Engineering & Architecture ("E/A") and the Funding Agency on or before the date established in the Small GESA Contract, unless another date has been approved by DGS. Delivery may be made in person or by commercial courier.

**300.3 UCC APPLICATION FOR BUILDING PERMIT.** If DGS determines that the Construction Documents Submission is adequate for building permit purposes, DGS will direct the Small GESA's Professional in writing to submit all the Construction Documents to the Pa. Department of Labor and Industry with a completed UCC Application for Building Permit. Commonwealth projects are exempt from UCC Building Permit Application fees.

**300.4 REVIEW CONFERENCE.** A conference to review the Construction Documents Submission with the Small GESA's Professional, the Funding Agency and E/A will be scheduled in E/A's Harrisburg Office approximately two (2) weeks after receipt of submission. The Small GESA's Professional, the Small GESA Contractor and any Consultants are required to attend the Conference.

## **SECTION 301 - CONSTRUCTION DOCUMENTS SUBMISSION**

**301.1 CONSTRUCTION DOCUMENTS SUBMISSION PACKAGE.** On the scheduled date of the Construction Documents Submission, the Small GESA's Professional shall deliver a disc(s) containing the following information:

- A. Construction Documents Submission Checklist duly checked and filled-in as appropriate.
- B. One copy of the Code Review and Analysis.
- C. One copy of the Construction Documents Submission Probable Construction Cost Summary for each ECM.
- D. One copy of Project Specifications with the Small GESA's Professional's seal and signature on the Cover Page.
- E. One complete set of all Construction Drawings, including the Cover Sheet, with the Small GESA's Professional's seals and signatures on all drawings. See Chapter 8 for the drawing format.
- F. One copy of a Report Summarizing the Status of all Utilities required for the Project (Electric, Gas, Water, Sewer, Telephone, Cable TV, etc., as applicable). If applicable, provide a written estimate for the Utility Company's cost to extend service to the building.
- G. One copy of the List of Regulatory Approvals/Permits – Status Report indicating the status of the submission/review/approval process for all required permits and approvals, with copies of all approvals/permits obtained to date. Completed applications for regulatory approvals/permits must be submitted to appropriate agencies with copies to DGS at least thirty (30) days prior to Construction Documents Submission.
- H. One copy of each of Final Engineering Calculations for civil, structural, HVAC, plumbing, fire protection and electrical computations as applicable to the project.
- I. One copy of a CPM Construction Schedule , with recommended number of calendar days of construction and temporary heat requirements

**301.2 SPECIFICATIONS.** The Professional must submit the 100% complete specifications, including Cover Page, Table of Contents, List of Drawings, Division 1 – General Requirements, and technical specifications of all contracts, describing the type, quality and use of materials, equipment, processes and systems to be incorporated in the work. The Cover Page must bear the Small GESA's Professional's Seal and Signature.

**301.3 DRAWINGS.** Construction drawings are to be 100% complete dimensioned plans, elevations, sections, details, schedules and diagrams of all architectural, landscaping, civil, structural, HVAC, plumbing, electrical and other miscellaneous contract work. The Professional's seals and signatures must appear on all drawings.

- A. The Professional's and respective Consultants' seals and signatures shall be affixed to all drawings.
- B. Bind sets as indexed, with Cover Sheet.
- C. All approvals from various regulatory agencies shall be noted on Cover Sheet of the drawings.

**301.4 SITE PLAN DRAWING.** The site development drawing should include the following:

- A. General Construction: The CD Submission must include a site plan sheet showing the Limit of Contract line and locate staging areas, trailer locations, and the Small GESA Contractor parking area. The following information shall also be included as applicable to the project:
1. Existing conditions plan with site demolition, if any.
  2. New improvements plan with all surface features indicated and detail cuts, if any.
  3. Site details of all conditions.
  4. Layout plan of new improvements with tie to control monuments, locations of easements and property lines near the work, floor elevations and source/date of survey with location/description of benchmarks.
  5. Grading and drainage plan with Stormwater Management system.
  6. Profiles of drainage lines with crossover pipes indicated.
  7. Common utility plan showing interrelationship of all utilities and the POC (Pennsylvania One Call) Serial Number. Include a 'Utility Contact Table' as required by Act 287.
  8. Landscape plans with details.
  9. Soil erosion and sedimentation plans and details with narrative.
- B. After approval of the Construction Documents submission, for purposes of Land Title/Lease Confirmation by DGS Legal Unit, the Small GESA's Professional shall provide an electronic file of an 11" x 17" Site Plan, showing all property lines, easements, ROWs, and Limit of Contract line. Verify exact requirements with the DGS Project Coordinator.

**301.5 ENGINEERING ANALYSIS AND COMPUTATIONS.** The Small GESA's Professional must provide complete and orderly civil, structural, HVAC, plumbing (with fire protection), and electrical engineering analysis and computations. Clearly indicate all engineering processes used to develop and size all members, connections, equipment and systems. All design criteria with sketches and text to clarify analysis, assumptions and safety factors used must be included.

**301.6 UTILITY SERVICES.** The Small GESA's Professional shall provide a report summarizing the status of all utilities for the Project. The report shall indicate the nominal capacity of each service and confirm that each service is adequately sized to serve the Project. The report shall indicate what documents were provided for the DGS Legal to prepare easement agreements and the dates the documents were provided. The report shall also detail what actions are required to obtain services, when the actions are required, and who is to take the necessary actions.

**301.7 CPM CONSTRUCTION SCHEDULE.** The Small GESA's Professional shall furnish a CPM schedule of the envisioned construction sequence. This sheet shall indicate the significant construction activities and milestones (including long lead equipment times, etc.), and shall also contain the recommended number of calendar days of construction time

## **SECTION 302 - REGULATORY APPROVALS AND PERMITS**

**302.1 CONSTRUCTION/BUILDING PERMITS.** The Small GESA's Professional shall obtain a UCC Building Permit from the Pa/ Department of Labor and Industry. DGS requires the Small GESA Contractor to obtain and pay for all other necessary permits, licenses and certificates required by law for proper execution and completion of its work.

**302.2 SUBMISSION REQUIREMENTS.** The Construction Documents Submission is to include a list of Regulatory Approval/Permits with current status of all required approvals and permits.

## **SECTION 303 - APPROVALS AND POST-CONFERENCE ACTIVITIES**

**303.1 FUNDING AGENCY APPROVAL.** The Small GESA's Professional should obtain the Funding Agency's formal approval of the Construction Documents in the form of a letter to the Director of the Bureau of Engineering and Architecture signed by the Funding Agency's Secretary, or designee, with approval authority. This letter is required following the Construction Documents Review Conference, and prior to DGS Final Approval.

**303.2 DGS APPROVAL.** Official DGS approval is not given at the Review Conference. Construction Documents Submission approval, conditional acceptance, or rejection is issued by E/A in a letter following the Review Conference. Approval of the Construction Documents Submission by DGS is contingent on all changes requested or required being incorporated into the Construction Documents.

**303.3 MINUTES.** The Professional shall furnish minutes of the Construction Documents Review Conference to the Department and Funding Agency within five (5) days following the conference. Professional's post-conference comments, included with the meeting minutes, shall be identified as not a part of the meeting minutes.

## **CHAPTER 4**

### **DRAWINGS**

#### **SECTION 400 - GENERAL**

**400.1 PURPOSE.** This Chapter presents standards and guidelines for drawings prepared for Small GESA projects. Generally accepted professional practices are to be used, except where different DGS standards or practices are given.

**400.2 WORKING DRAWINGS.** Original drawings must be CADD-generated drawings. Line and lettering must be dark and large enough for microfilm 1/2 size reproduction. Lettering must be a minimum 3/32" height, and be legible on half-size prints. Signatures and code approvals must be in permanent ink. Except where drawings are diagrammatic, all drawings shall be drawn to scale.

**400.3 INFORMATION.** Final construction drawings on the disc shall contain adequate information, including schedules, details and pertinent information necessary to perform the work.

**400.4 'AS-BUILT' RECORD DRAWINGS.** Record drawings of the construction shall adhere to the industry standard for 'As-Built' Record Drawings in .pdf format

#### **SECTION 401 - SIZE, FORMAT AND APPROVALS**

**401.1 COVER SHEET.** All projects shall have a Cover Sheet. The Index to Drawings shall list each drawing by name, sheet number and descriptive title. Cover Sheet shall have all pertinent regulatory approval references. List all Consultants, indicating their discipline.

**401.2 PROFESSIONAL SEAL AND SIGNATURE.** For the Construction Documents Submission, the Small GESA's Professional Seal of the Registrant in charge of the work must appear on all drawings, specifications, plats and reports issued by the Small GESA's Professional. The Architect's Seal must appear on the architectural drawings, the Engineer's Seal must appear on the engineering drawings, etc. An embossed seal, a stamp of a design identical to the seal, or a reproduction of a stamp identical to the seal, may be used with the Registrant's signature applied near or across the seal.

#### **SECTION 402 - SYMBOLS, REFERENCES AND SCHEDULES**

**402.1 SYMBOLS.** A Legend showing all reference symbols and abbreviations with a clear explanation of each must be provided. Symbols utilized in the development of drawings shall be those commonly recognized by Professionals throughout the building industry as being both identifiable and universal in meaning.

**402.2 REFERENCES.** Industry-recognized reference standards must be used in the preparation of all Contract Drawings. The Department recognizes the following reference standards as the most commonly used reference publications available to the professional building industry. These reference standards are mentioned because of their universal acceptance. It is not the intention of the Department; however, to limit or restrict the use of other industry recognized standards or reference material in the preparation of the contract drawings.

- |    |                                         |                                 |
|----|-----------------------------------------|---------------------------------|
| A. | Ramsey/Sleeper -                        | Architectural Graphic Standards |
| B. | Time-Saver Standards for Architecture - | Design Data                     |
| C. | ASHRAE -                                | HVAC reference                  |
| D. | SMACNA -                                | Sheet Metal reference           |
| E. | AIA Standard -                          | Numbering Drawings              |

**402.3 SCHEDULES.** The Department has no standard format for schedules. It is important to stress, however, that the development of accurate and complete schedules is essential to clear and concise documents. Do not include manufacturers or model numbers in the schedule unless permitted by the Department. Show these names and numbers in the appropriate specification sections. Schedules shall include as applicable to the project:

- A. Door schedule, indicating door type, frame type, threshold, hardware set, and rating.
- B. Finish schedules, indicating each wall, floor, ceiling, base, etc., with an integral or separate color schedule.
- C. Window schedule.
- D. Lintel schedule.
- E. Hardware schedule shall be in the hardware specification of the Project Manual.
- F. Beam and column, and other structural member schedules with design and construction loads and information.
- G. Caisson and pile schedules with design and construction information, anticipated bearing elevations and loads.
- H. Fixture schedules (all contracts), including design conditions, size of service connections. Fixtures must be identified on the drawings.
- I. Equipment schedules (all contracts), including design conditions, size and capacity, motor horsepower and all electrical characteristics.
- J. Electrical panel schedules.

### **SECTION 403 - MISCELLANEOUS**

**403.1 AS-BUILT CHANGES.** At the completion of the Project, the Small GESA's Professional shall prepare and submit record 'As-Built' drawings as further discussed in the General Conditions of the Small GESA Contract. The Small GESA's Professional shall identify 'As-Built' changes using symbol and description key on the standard title block.

**403.2 STRUCTURAL DRAWING REQUIREMENTS.** As necessary or applicable to the project, the construction contract drawings shall include structural information describing, but not limited to, the following:

- A. Design live loads, wind loads and other applicable loads, and show plan locations of special heavy loading areas.
- B. Strength of structural materials with ASTM designations.
- C. Required bearing capacity of bearing strata.
- D. Required capacity of piles.
- E. Structural design provisions included for future additions and alterations.
- F. AISC type of construction.
- G. Sufficient details to allow construction.
- H. Criteria for removal of shoring and form work.
- I. Requirements for special earthwork.

**403.3 HVAC, PLUMBING AND ELECTRICAL DRAWING REQUIREMENTS.** The following guidelines are to be used with accommodation for conditions of specific projects. HVAC, Plumbing and Electrical drawing criteria should be similar.

- A. Water, Soil, Waste and Vent Piping:
  - 1. 1/4" scale drawing of piping for all toilet rooms and kitchens.
  - 2. Isometric drawing and/or riser diagrams.
  - 3. Identify and number all stacks, rainwater conductors, hot and cold water risers, cleanouts and floor drains.
  - 4. Detail of safe wastes for refrigerator drains, fountain equipment, coffee urns, vending machine, etc.
  - 5. Clearly indicate all pipe sizes.
  - 6. Show location of shock absorbers.
- B. Condensate Drain Piping:
  - 1. Drain line shall be run to a safe waste, slop sink, funnel drain, etc.
  - 2. Detail of connection to drip pan.
  - 3. Riser diagram.
  - 4. Clearly indicate pipe sizes.
- C. Fire Protection:
  - 1. Fire protection systems shall be designed in accordance with the current requirements of the NFPA and National Board of Fire Underwriters shall be considered a part of the specifications.
  - 2. Prepare detailed diagrams or drawings which may be required by the Department.
  - 3. Riser diagram of standpipe system showing valved outlets at each floor.
  - 4. Show location of all fire hose cabinets.
  - 6. Show all sprinkler head locations.
  - 7. Show all fire protection systems in the building.
  - 8. Clearly indicate location and size of all sprinkler main and risers.
- D. Gas Piping:
  - 1. The entire design of gas piping shall be made in strict accordance with the recommendation of the local gas company and the ASME Code for Pressure Piping



ASA B 31.1-1955 and American Standard for Installation of Gas Piping and Gas Appliances in Building ASA 221.30.

2. Riser diagram.
  3. Clearly indicate location and size of all gas piping.
- E. Mechanical, Electrical, and Data Communications Equipment Rooms:
1. Show location and size of all equipment.
  2. Show proper clearances of all equipment, conforming to Department of Labor & Industry, "Regulations for Boilers and Unfired Pressure Vessels".
  3. Exit from equipment rooms shall be large enough to remove all equipment without dismantling.
  4. Proper clearance for tube removal from all equipment.
  5. Proper clearance for electrical equipment in accordance with NEC.
  6. Proper clearance around all equipment for maintenance work.
- F. Roof Plan:
1. Show location of all roof drains (furnished, installed and flashed by GC).
  2. Show location of all roof penetrations, curbs, etc.
  3. Show location and size of all rooftop equipment.
- G. Equipment Pads and Structural Supports:
1. Show steel member sizes and details.
  2. Show all dimensions.
  3. Show reinforcing size and pattern.
  4. Method of anchoring equipment.
  5. Vibration eliminators and isolators.
  6. Design to be checked by Structural Engineer.
- H. HVAC Equipment, Ductwork and Piping:
1. Show all items of equipment including anchors and support structures and piping.
  2. Show all ductwork preferably to scale with duct sizes shown and coordinated to avoid interference.
- I. Electrical Equipment:
1. Show proper distribution riser diagrams.
  2. Use DGS standard panelboard schedule.
- J. Other Systems: Show location of all equipment and devices of other systems including building automation, temperature control, fire alarm, security, data and telecommunication, and lightning protection.

## CHAPTER 5 PROJECT SPECIFICATIONS

### **SECTION 500 - GENERAL**

**500.1 CONSTRUCTION DOCUMENTS SUBMISSION.** Final specifications must be 100% complete as of this submission.

### **SECTION 501 - PROJECT MANUAL FORMAT**

**501.1 CONSISTENCY.** The preferred format is CSI Master Format/Section Format. The AIA 'Master Spec' or similar formats are acceptable. Any other format must be approved by DGS.

**501.2 LIST OF DRAWINGS.** This document is to be prepared by the Small GESA's Professional.

### **SECTION 502 - INSTRUCTIONS ON TECHNICAL SPECIFICATIONS**

**502.1 STANDARD SPECIFICATIONS.** Commercially available pre-written generic specifications by CSI or AIA Master Spec or similar are acceptable with certain editing modifications using the latest available edition. All paragraphs and subparagraphs must be numbered. DGS Standard Specification Requirements must be incorporated into the contract specifications, as applicable.

**502.2 EDITING.** Specifications are to be created to suit the requirements of each individual project, editing specs to exclude all non-pertinent information. Procedures specified must not conflict with the DGS General Conditions.

**502.3 REFERENCED STANDARDS.** Entire published standards, such as PennDOT Form 408 or SMACNA are not to be referenced. If only a portion is required, include the applicable text from the standard in the specification.

**502.4 TRADE NAMES.** Trade names are to be used only to establish a standard of quality, appearance, design and function whenever possible. Trade names are not to appear on the drawings.

**502.5 QUALITY CONTROL TESTING.** Quality control tests to be done by the Small GESA Contractor are to be included in Section 01400 of the Project Specifications.

**502.6 BASIC CODES/REGULATIONS.** Reference to an edited list of the latest edition of design codes shall be made in each appropriate section of each contract specification, as applicable. The following is a partial list, as a guide:

- A. Life Safety Code – NFPA 101
- B. Labor & Industry – Uniform Construction Code (UCC)
- C. Pennsylvania Code – Department of Health regulations
- D. National Electrical Code – NFPA 70
- E. National Electrical Safety Code – ANSI C2
- F. ASHRAE
- G. Pennsylvania Code – Elevators, lifts, escalators, dumbwaiters, hoists and tramways – Labor & Industry 34 Code Chapters 7 and 8
- H. Safety Code for Elevators and Escalators – ASME/ANSI A 17.1
- I. Accessibility Codes - UCC

**CHAPTER 6**  
**DGS STANDARD DESIGN PRACTICES**

**SECTION 600 - GENERAL**

**600.1 PURPOSE.** This Chapter provides information concerning design and drawing standards adopted by DGS as standard for Small GESA projects. This section in no way limits the responsibilities of the Small GESA's Professional and its Consultants stated or implied elsewhere.

**600.2 ACCEPTABLE DGS PRACTICES.** The practices included are both those written by DGS and standards referenced from other agencies. It is not the intent of this Manual to furnish a complete and up-to-date list of all acceptable industry standards. Questions should be discussed with the DGS Project Coordinator.

**SECTION 601 - ARCHITECTURAL**

**601.1 ROOF DESIGN.** Roof designs must provide a positive slope to roof drains of at least 1/4" per foot. Crickets and similar fabrications shall be employed to eliminate ponding in valleys. In this regard:

- A. Achieve the minimum slope by sloping the structural framing system, or justify other methods such as sloped insulation.
- B. Roof drains are to be 4" minimum, unless justified otherwise,
- C. Provide secondary drainage system as required by Code.

**601.2 ROOF DECK.** Metal roof decks, new or existing, shall not be used for suspension or support of ductwork, conduit, ceiling systems, lighting fixtures or any other miscellaneous equipment or items.

- A. All suspended items shall be supported from the structural members or a suspension system supported by the structural members. Include the above provisions in the contract specifications.
- B. When ponding occurs because of design of secondary drain system, the ponded water load should be included in the live load.

**601.3 BUILDING JOINTS.** Expansion and control joints are required in partitions, walls, and floors to control cracking. These must be specified and shown on the drawings. Expansion joints in exterior walls are to have a mechanical weatherstop, in addition to any compressible sealant used.

- A. Structural members must be permitted free movement. It is preferred to keep the main structural members within the building insulation envelope to minimize its expansion and contraction.

**601.4 FINISH CARPENTRY.** The Quality Standards of the Architectural Woodwork Industry (AWI) are to be used for designing and specifying custom woodwork, cabinetry and finish carpentry.

**601.5 WINDOWS.** The standards of the Architectural Aluminum Manufacturers Association are to be used for designing and specifying aluminum windows. Specific trade requirements and standards will govern for other types of windows. All metal windows shall incorporate a thermal break. All windows shall have insulating glass. All operable windows shall have insect screens.

- A. Rough-ins shall be stubbed at least 8" above floor, out of walls or down from ceiling, and pressure lines valved (waste lines capped), unless shown otherwise for particular reasons.

- B. All wiring of equipment, both internal and external must be in accordance with the National Electric Code.

**601.6 LIGHTING USE.** Standards of design for illumination shall be Lumens Per Watt for equipment selection, except where special effect is sought.

**601.7 FIRE EXTINGUISHERS.** Fire extinguishers needed for occupancy of the Project (whether in cabinets or loose) are included in the costs for the project.

- A. Bubble-face cabinets are preferred to flush or surface mounted cabinets.
- B. Extinguishers are to be the type and size recommended by the National Board of Fire Underwriters' and shall bear the UL label.

**601.8 PROVISIONS FOR FUTURE RADON PROTECTION.** The following features should be included as recommended in EPA/625/R-92/016 dated January 1993:

- A. Use a minimum 4" layer of #57 stone with a vapor barrier under all basement slabs on grade. Seal or detail slabs for future sealing of all joints and penetrations, including the perimeter. Include a suction void and stubbed up vacuum exhaust pipe for future connection.
- B. If basement walls are made of concrete block they should be selected for minimum porosity and filled solid.
- C. Where crawl spaces occur, install a vapor barrier over the earth and seal all floor penetrations. If a stone layer is installed under the vapor barrier, a future vacuum exhaust system can be installed.
- D. HVAC systems should be designed to provide a positive pressure throughout the building.
- E. Radon testing should be included in the air quality testing after the building is enclosed and nearly ready for occupancy.

## **SECTION 602 - CIVIL/STRUCTURAL**

**602.1 CIVIL.** Site design shall be by a Civil Engineer Registered in the Commonwealth of Pennsylvania. Design shall comply with all codes and federal, state and local regulations and obtain required design approvals. Information shall include but not be limited to:

- A. Drawings:
  - 1. Existing site plan with all above ground and underground improvements, property line metes and bounds if the site borders property lines and site demolition, indicated and described in detail. Locate and describe two or preferably three benchmarks and indicate the source and date of the survey. Note PA One Call design notification serial number.
  - 2. Site improvements indicating all visible surface improvements. Provide building layout dimensions from control points. Locate the Contract Limit Line and the Contractor staging and parking areas.
  - 3. Grading and drainage with existing and new contours or point grades to allow construction. Show stormwater management system. Show all drainage structures with invert and top elevations; provide profiles with pipe crossings indicated.
  - 4. Landscaping drawings.
  - 5. Soil erosion and sedimentation drawings, and narrative.
  - 6. Details of all work with section cuts on plans.

- B. Specifications: The Civil Engineer shall write or review the specification sections governing all work that he has designed. Where specifications sections are provided in Division 2 for work (such as concrete paving) which is a sub-category of the main category subsequently specified (Concrete, in Division 3) they shall be fully coordinated, so that requirements of the main specification are required by reference.

**602.2 STRUCTURAL.** Structural design shall be by a Professional Engineer, licensed in the Commonwealth of Pennsylvania.

- A. General: Design all primary and secondary structural elements and comply with all requirements of the Pennsylvania UCC. Commonwealth office buildings are to be designed for live load of 125 psf. Where renovating an existing building, the structural adequacy shall be analyzed for code compliance.
- B. Drawings: Coordinate with the Architect and verify that all architectural details reflect structural design. Provide design notes with design load criteria and notes on all structural systems. Information shall be provided on drawings, which includes but is not limited to:
  - 1. Foundation Systems: Following the recommendations of the Geotechnical Engineer Consultant, provide a complete design of foundation systems. Fully define the work, providing bearing elevations necessary to establish a clear scope of work for bidding. Consider ground water conditions and accommodate foundation drain and waterproofing systems. Drilled piers requiring inspection are to be a minimum of 30" diameter.
  - 2. Concrete: Design in accordance with applicable current ACI specifications.
  - 3. Structural Steel: Design in accordance with applicable current AISC specifications.
  - 4. Steel Joists: Design in accordance with applicable current SJI specifications.
  - 5. Steel Deck: Design in accordance with applicable current SDI specifications.
  - 6. Cold-Formed Steel Framing: Design in accordance with applicable current AISI specifications.
  - 7. Masonry: Design in accordance with applicable current ACI specifications.
  - 8. Wood framing: Design in accordance with applicable current NDS specifications.
  - 9. Other Systems: Other structural systems shall be designed in accordance with requirements of stated applicable specifications required by Code or, where no code governs, by engineering judgment.
- C. Specifications: The Structural Engineer should write or review the specification sections governing the work he has designed. Specifications, not the drawings, are to contain testing requirements. Tests and inspections to occur are to be listed in Sections 01400 and 01401, not the technical sections. See Chapters 13-15 for instructions and details.
- D. Performance-Specified Structural Systems: If a structural system or component is selected where the manufacturer or contractor (hereafter referred to as "manufacturer") does the design instead of the Project structural engineer, it must meet the following criteria:
  - 1. The system must be selected because it is superior to other systems in quality, longevity, efficiency, cost or other features innate to the system. It is not to be selected simply to avoid the effort of design.
  - 2. The Small GESA's Professional may base his design on that of a specific manufacturer/supplier of its choosing, and document that design on the Drawings and in the Specifications, as the "Basis of Design". The design must be detailed sufficiently by the Small GESA's Professional to clearly indicate intent and functionality. Other manufacturers are to be permitted only to substitute their technology, without changing the design configuration shown, unless specifically permitted.

3. The design criteria and loads must be fully defined in the Contract Documents, including specifics on locally applied loads. The system must be designed using best design practices and comply with all codes and regulations.
  4. The system is not to be selected unless the Project structural engineer is capable of checking the manufacturer's shop drawings for structural adequacy, and when shop drawings are processed the Project structural engineer must state that he has approved the design of the manufacturer and checked it for structural adequacy. His approval need not be based on more analysis than he deems necessary to make this statement.
  5. Where there is an industry association which exercises quality control over its members, membership should be required.
  6. The manufacturer's design engineer must be licensed in the Commonwealth of Pennsylvania.
  7. The system used as the "Basis of Design", and the equals named in the specifications, must be available to all bidders. At least three (3) manufacturers/suppliers must be specified.
  8. If the system is a complete building system, the specified system and its equals must be available to all bidders.
  9. The design of cold-formed studs and joists and other materials manufactured universally according to industry standards shall be by the Small GESA's Professional.
- E. Metal Stud Bearing Walls: DGS policy does not allow Commonwealth buildings to be constructed with metal stud bearing walls.
- F. Slabs On Grade Within Buildings: Slabs are to be designed to allow removal and replacement, without disturbing exterior walls or the supporting structure, unless specifically authorized.

### **SECTION 603 - HEATING, VENTILATING AND AIR-CONDITIONING**

**603.1 GENERAL.** The HVAC system shall comply with all the state's UCC requirements, including ASHRAE standards and guidelines set forth herein and/or state and local codes, whichever is more stringent.

- A. The number of air changes shall conform to recommendations established by ASHRAE standards and/or the PA and local Health Department.
- B. The design and installation of air duct distribution exhaust and return systems shall conform with requirements of SMACNA standards.
- C. Exhaust hoods for kitchens and laboratory facilities shall conform to NFPA requirements and bear the NSF seal of approval, and be UL listed or classified. Hoods shall adequately collect and exhaust air, fumes, smoke and vapors from the area in which the hood is installed. Provide outside air so that the room area is sufficiently ventilated, and maintains the required negative pressure.
- D. Locate fire dampers to conform to NFPA 90A. Fire dampers are to comply with UL 555 and be so labeled by an approved testing or inspection agency.

**603.2 STEAM AND HOT WATER HEATING SYSTEMS.** All equipment used for steam or hot water heating systems shall be constructed and installed in accordance with requirements of the Department of Labor & Industry, Boiler Division and ASME Boiler and Pressure Vessel Codes.

- A. See Chapter 2 for boiler fuel requirements.
- B. Steam and HWS and HWR pipes shall be steel per ASTM A 53, A 106 or A 120 Schedule 40. Condensate return pipes shall be steel per ASTM A 53, Schedule 80.

- C. All valves for hot water boilers, hot water pressure vessels, high and low pressure steam boilers and pressure reducing stations shall be marked in accordance with ASME, Boiler and Pressure Vessel Code indicating type of service, capacity of valve in BTU/HR or lbs. steam per hour and operating pressure. Pressure relief valve rating shall not exceed the maximum allowable working pressure of the boiler.
- D. Pipe joints for steel piping shall be threaded up to and including 2" diameter. Pipes 2-1/2" diameter and over shall be joined by welding or flanged fittings. Copper tubing shall be joined by brazing or soldering. For 3" diameter or larger, mechanical couplings may be used for low pressure hot and cold water systems only in accessible locations. Seals for mechanical couplings shall be designed for the specified operating and type service.
- E. Properly support all piping to permit expansion and contraction.
- F. Piping for branches to baseboard radiation, fan coiled units and such other local heating equipment which may require servicing or replacement shall be provided with a union on each side of the device.
- G. Connections to pumps, circulator, hot water heater and all other equipment which may require servicing or replacement shall be provided with a union on each side of the device.
- H. Insulate all heating and cooling system pipes within the building with the minimum thickness as prescribed by the Thermal Insulation Manufacturers Association (TIMA). Pipe insulation and covering shall have a flame-spread rating not exceeding 25 and a smoke-developed rating not exceeding 50.

**603.3 COAL-FIRED BOILERS.** Coal fired boiler plants shall be fully equipped to provide for all coal and ash handling equipment, control panels, water treatment system and all other associate appurtenances.

- A. File Permit application with DEP and other regulatory agencies prior to Construction Document Submission.
- B. Provide appropriate equipment to conform to the requirements of DEP – Air Quality and Waste Management codes and regulations, in addition to the requirements of the Department of Labor & Industry Boiler Division.
- C. The Boiler Capacity and Performance Test is under the supervision of the Small GESA's Professional and boiler operator personnel. The Funding Agency provides the fuel for the test.

**603.4 INCINERATORS.** Incinerators used for burning of trash or medical waste shall conform to the requirements of DEP, and/or the local Health Department. The Small GESA contractor must file a permit application with DEP and other regulatory agencies prior to the Construction Documents Submission.

**603.5 TESTING, ADJUSTING AND BALANCING (TAB) AGENCY.** The services of a qualified TAB agency shall be provided by the Small GESA Contractor. Such agency shall have in its employ a Professional Engineer registered in Pennsylvania. The TAB agency shall have a minimum of five (5) years experience in the testing, adjusting and balancing of all water, hydraulic and air systems.

- A. The testing and recording of all dates shall in general conform to standards of AABC or NEBB or as may be approved by the Small GESA's Professional.
- B. All TAB reports shall be certified by the testing agent and reviewed and approved by the Small GESA's Professional. The report shall make record of any and all deficiencies found by the testing agent prior to, during and after testing. The Professional, prior to approval,

shall provide to the DGS Bureau of Construction appropriate comments regarding such deficiencies indicating how such deficiency, if any, was corrected.

**603.6 REFERENCE CODES AND STANDARDS.** All codes and standards applicable to design, installation and material requirements shall be of the latest date of issue.

**603.7 GEOTHERMAL HVAC SYSTEM DESIGN.** To insure proper initial operation and ongoing serviceability, the following requirements shall be incorporated into all closed-loop geothermal piping systems.

- A. Bring each borehole piping individually back to supply and return headers in the Mechanical Room. For a very large system (over 60 boreholes), a maximum of two (2) boreholes per circuit will still allow the potential to flush dirt and debris adequately.
- B. Add shutoff/balancing valves at each header connection to allow breaking the borehole circuit for flushing.
- C. Incorporate a duplex basket strainer somewhere on the return leg from the well field, before the pumps.
- D. Add wording in Contract Specifications to require the Contractor to monitor the amount of grout pumped down each borehole to insure complete filling of all voids, which would impair heat transfer.
- E. Utilize, to the extent possible, two-pipe, reverse-return piping configurations for house piping from headers to heat pumps.
- F. Insulate house piping where it passes thru finished spaces, or where extremes in building temperatures could either cause condensation, or affect thermal performance of the equipment.
- G. If aqueous glycol is proposed for the geothermal heat transfer fluid, specify and design around propylene glycol rather than ethylene glycol, for environmental reasons.
- H. Install sufficient instrumentation in the geothermal piping system to enable maintenance personnel to monitor and troubleshoot individual borehole performance.
- I. The Small GESA Contractor shall be responsible for installation of geothermal well field. This provides the Department a single point of responsibility in the event of performance issues with the system.

## **SECTION 604 - PLUMBING**

**604.1 GENERAL.** The design and installation of plumbing systems, including sanitary and storm drainage, sanitary facilities, water supply, storm water and sewage disposal, shall comply with the requirements of Pennsylvania UCC and/or local municipal plumbing codes, whichever is the more stringent.

**604.2 BASIC REQUIREMENTS.** The following provides basic requirements for the design and construction of plumbing systems. This guide does not supersede any state, municipal or other governing agency's codes and regulations.

- A. Toilet Fixtures:
  - 1. All public toilet rooms shall be provided with wall hung lavatories, urinals (for men) and water closets using appropriate fixture carriers. Private toilet rooms may use floor mounted water closets. Provisions for handicapped fixtures shall conform to all applicable codes.



2. Lavatories shall be rectangular (20" x 18" minimum) with combination faucets and pop-up waste stoppers, except in state parks. Use screen guards in state parks. Provisions for lavatories for people with disabilities shall comply in number, position and fixture type, with all applicable codes.
  3. The minimum number of fixtures. For the percentage of men and women occupants consult with the Funding Agency. Unless otherwise required for particular building types, the number of fixtures for each toilet room shall conform to applicable codes. In places of assembly, the number of fixtures shall be provided so that waiting time for use of the restroom facilities shall not be greater for women than for men.
- B. Service Sinks: The number of service sinks required in any building should be determined by the janitorial requirements and the location of the building plumbing. Sinks will be installed in a separate janitor service closet.
  - C. Water Coolers and Drinking Fountains: Provide chilled drinking water in all buildings, except residences. Coolers are to be lead free in soldering and tank construction.
  - D. Special Temperature Controls: Hot water for baths and showers in all hospitals, health care centers and other such Institutions shall be provided with temperature-pressure controllers, so that the delivered hot water temperature does not exceed 110°F.
  - E. Emergency Showers and Eyewash Stations: Emergency showers and/or eyewash stations shall be provided and strategically located in all chemical laboratories and other facilities where individuals are exposed to chemical or fire harm. Emergency showers shall be supplied with tempered water.
  - F. Materials: Unless otherwise instructed, plumbing fixtures shall conform, as a minimum, to the following indicated standards. All fixtures shall be of a water conservation type and conform to applicable codes.
    1. Toilet Fixtures: Water closets, urinals and lavatories shall be vitreous china.
    2. Service Sinks and Bath Tubs: Shall be porcelain cast iron, or as approved by the Department.
    3. Piping and Fittings:
      - a) Water Service: Schedule 40 (Type A), galvanized steel per ASTM A 53 or ASTM A 120.
      - b) Water Distribution: Copper tubing Type A or Type B per ASTM B 88.
    4. Sanitary Drainage System and Vents:
      - a) Aboveground: Type A, Type B or Type D (cast iron ASTM A 74 – service weight)
      - b) Underground: Type C (cast iron ASTM A 74 – heavy weight) (Type D).
      - c) Vents: Galvanized steel (per ASTM A 53 or cast iron per ASTM A 74 light weight). Vents through roof shall not be less than 3" diameter.
    5. Rainwater Conductors: Type D (cast iron ASTM A 74 light weight).  
NOTE: Downspout and roof gutters are to be within the scope of work of the General Contractor.
    6. Storm Sewer: Refer to National Plumbing Code and/or local codes.
    7. Pipe Fittings: Malleable iron per ANSI B 16.3.
    8. Acid Waste: Shall be a separate system and shall be neutralized before entering the sanitary sewer system. Pipe shall be high silicon alloy iron, or brass pipe and fittings. Borosilicate glass pipe and fittings may be used for acid waste lines within the building only, not below grade.
    9. Vent Flashing: Coordinate with the General Contract for material required and Prime Contractor responsibility.
    10. Solder: Shall be lead free, 95/5 solders.

11. Water and Fire Protection Piping: Mechanical fittings for pipe sizes 3” diameter or greater may be used in accessible locations, but shall not be used in inaccessible locations, above finished ceilings or light fixtures. Piping for fire protection systems shall conform to NFPA 13 and as may be modified by the Department and/or local codes.

**604.3 REFERENCE CODES.** All codes and standards applicable to design, installation and/or material requirements shall be the latest date of issue. Basic references are:

IPC	International Plumbing Code
ANSI	American National Standard Institute
ASSE	American Society of Sanitary Engineering
ASTM	American Society of Testing and Materials
MSS	Manufacturers Standardization Society of Valves and Fitting Industry
PDI	Plumbing and Drainage Institute
ASME	American Society of Mechanical Engineers

## **SECTION 605 - ELECTRICAL**

**605.1 REQUIREMENTS.** Electrical design shall comply with all applicable codes, regulations and good engineering practices. Design and installation of electrical systems shall comply with the requirements of the National Electric Code (NEC), latest edition, and the Uniform Construction Code (UCC), whichever is more stringent.

**605.2 MINIMUM DESIGN CRITERIA.** Electrical design shall meet or exceed the following:

- A. Lighting levels shall use Illuminating Engineering Society (IES) recommendations as maximum and 80% of IES standards as minimum, unless directed otherwise by the UCC or the Department. Construction stage lighting shall meet OSHA, Standards for Light Levels.
- B. Voltage drop in feeders shall not exceed 2%.
- C. Voltage drop in branch circuits shall not exceed 3%.
- D. All specified equipment shall be designed to safety interrupt and/or carry the available fault current at the equipment.
- E. Energy conservation shall be a prime consideration in all design. Dry type transformers shall be rated 150°C with 80°C rise.
- F. All conduits, raceways, etc. shall be equipped with a green colored insulated grounding conductor. The conduit system shall not be relied upon as the only grounding path.
- G. Set screw fittings are not acceptable on Electrical Metallic Tubing (EMT) – use compression fittings.
- H. Specify security screws where required.
- I. Specify 10% spare breakers in all panels where economically feasible.
- J. Provide 15% provisions for installation of future breakers (not just space) in all panels.
- K. Panelboard schedules shall include raceway and wire size and equipment ratings.
- L. Conduct a thorough survey of existing conditions.
- M. Coordinate electrical layouts and plans with layouts and plans of all other design disciplines.

- N. Conduit measuring tape shall be included in all empty conduits.
- O. Specify methods of controlling spread of fire and smoke. Specify fire-rated sealants and ‘poke through’ fittings.
- P. Emergency lighting levels shall be in accordance with the UCC requirements.
- Q. Maintain adequate working space around and in front of all electrical equipment.
- R. Do not attach any electrical items to the metal roof deck.
- S. If permission is given to run conductors exposed, specify that they shall be attached firmly to the building structure. They are not to be allowed to lie on the suspended ceiling.
- T. Provide resistance heater strips in outside housed switchgear.

**605.3 REGULATORY AGENCY AND UTILITY COMPANY APPROVALS.** The Small GESA’s Professional must meet standards and obtain approval of the following, for the Construction Documents Submission:

- A. Emergency and Exit Lighting Systems.
- B. Fire Alarm and Detection Systems.
- C. Service Size, Location, etc.
- D. Telephone and Data Communications and Computer Service Entry and Details.
- E. Cable TV Service Entry Details.
- F. Natural Gas or Propane to Emergency/Standby Generators – Service Location.
- G. Diesel Fuel to Emergency/Standby Generators – Service Location.
- H. The approval of local regulatory agencies where required.

## **SECTION 606 - VERTICAL TRANSPORTATION**

**606.1 REQUIREMENTS.** Elevator, escalator, dumb-waiter, chair lift, etc. design shall comply with all applicable codes, regulations and engineering standards.

**606.2 MINIMUM DESIGN CRITERIA.** Vertical transportation design shall meet or exceed the following criteria:

- A. Car sizes and speeds to comply with Funding Agency requests and applicable codes.
- B. Light, switch and receptacle to be provided in all elevator pits.
- C. Provisions for a sump to be made in all elevator pits.
- D. Hole-less elevators are not to be specified without special permission.
- E. Roller guides, not slide shoes, are to be specified.
- F. Planed “tee” rails are to be specified, round rails are not acceptable.
- G. Smoke detectors are to be installed at the top of each elevator shaft, in each elevator machine room, and in elevator lobbies.
- H. Smoke detectors are to be tied to the building fire alarm system.

- I. Fireman’s control shall be provided where required by code.
- J. Telephones shall be provided in all passenger elevators.
- K. Physically handicapped accessibility standards shall be met.
- L. Elevators shall be connected to normal and emergency power in all hospitals, health care facilities, office buildings, and other buildings where required by code.
- M. Emergency power, where not required by code, may be provided to elevators upon request of the client agency, subject to budget constraints.
- N. Provide hoist beams in all elevator shafts – coordinate with structural engineer.
- O. Provide backup system lowering devices in hydraulic elevators not connected to emergency standby power.
- P. Provide emergency lighting in all elevator cabs.
- Q. Provide ladders in elevator pits).
- R. Provide heating and ventilation in all elevator machine rooms, and cooling when equipment requires.

**606.3 REGULATORY AGENCY APPROVALS.** The Small GESA Contractor will obtain approval of the Vertical Transportation System(s) by all agencies having jurisdiction; however, the Small GESA’s Professional must assure that what he designs and specifies is approvable.

## CHAPTER 7

### CONSTRUCTION CONTRACT ADMINISTRATION

#### **SECTION 700 - GENERAL**

**700.1 GENERAL.** The Small GESA’s Professional’s activities during the Construction Contract Administration Stage are presented in general terms. This Chapter should be used in concert with the Bureau of Construction’s Administrative Procedures and the Construction Contract General Conditions.

**700.2 OVERVIEW OF RESPONSIBILITIES.** The Construction Phase commences when DGS issues a Notice to Proceed after reviewing the Funding Agency and DGS approve the Construction documents. After the Project is completed and formally accepted by DGS, the Small GESA’s Professional shall execute a Certificate of Completion and revise the original Contract Documents, reflecting all changes recorded during the course of construction. Record As-Builts shall be delivered to DGS and be identified as “As-Built Record Drawings” in .pdf format.

**700.3 ADMINISTRATION.** The Funding Agency is the lead project administrator. The Resource and Energy Management Office is the lead DGS project administrator during the Construction Phase. The Department may, at its discretion, appoint a full-time Construction Manager to oversee the Construction Administration.

**700.4 ROLE OF THE OFFICE OF RESOURCE AND ENERGY MANAGEMENT.** The DGS Project Coordinator serves as an aid to the Funding Agency during construction. E/A should be copied on all design-related correspondence, shop drawings and product/material submittals.

**700.5 JOB CONFERENCES.** The Small GESA representative chairs regular bi-weekly Job Conferences at the site. Attendance by the Small GESA Contractor and the Small GESA’s Professional is mandatory at all Job Conferences, whether it is a regularly scheduled bi-weekly conference or a special meeting called for by DGS.

## **SECTION 701 - PROJECT REPRESENTATION**

**701.1 BASIC SERVICES.** The Small GESA's Professional shall visit the project site at least bi-weekly during periods of construction. In addition to bi-weekly visits to project sites, the Small GESA's Professional is required to attend, at the request of DGS, any/all project site conferences that may be necessary to clarify the Contract Documents.

**701.2 CONSULTANTS.** It shall be the duty of the Small GESA's Professional to have his Consultants visit the project site periodically during their respective disciplines' period of active construction, at least bi-weekly, or at such intervals as required by DGS to insure the progress and quality of the work and to determine if work is proceeding in accordance with the Contract Documents.

**701.3 QUALIFICATIONS.** The Small GESA's Professional's Representative (full time or not) must be qualified by training and experience to make decisions and interpretations of the Construction Documents. DGS reserves the right to request the replacement of any Project Representative assigned to the Project who is not performing satisfactorily.

## **SECTION 702 - DOCUMENTS**

**702.1 SUBMITTALS.** The Small GESA's Professional must promptly review and accept/reject shop drawings, samples and other submissions of the Small GESA Contractor.

**702.2 SUPPLEMENTAL DRAWINGS.** Interpretations of the Contract Drawings and Project Manuals must be reviewed and approved by DGS prior to being issued to the Small GESA Contractor. Drawings issued to clarify the work must be marked as "SUPPLEMENTAL", followed by the date of issue.

**702.3 TESTING PROCEDURES.** The Small GESA Contractor is to be guided by manufacture, standard and best practices for testing procedures. Similar procedures must be used for all tests.

## **SECTION 703 - PROJECT CLOSE-OUT**

**703.1 DEPARTMENT OF LABOR AND INDUSTRY AS-BUILT RECORD DRAWINGS.** The Small GESA's Professional is responsible for submitting to the Pa. Department of Labor and Industry a revised set of Construction Documents for approval for changes made during construction that are not in accordance with the approve Construction Documents. This revised set of Construction Documents shall be referred to as 'L&I As-Built Record Drawings' and shall be submitted in accordance with L&I UCC requirements.

**703.2 DGS AS-BUILT RECORD DRAWINGS.** Within ninety (90) days from the Final Inspection of the Project, the Small GESA's Professional shall submit Record Drawings on disc(s) showing all changes from the Construction Documents made during the course of construction. The Record Drawing shall indicate the vertical and horizontal alignment of concealed pipes, conduits and similar items. Recorded changes shall be obtained from clearly marked field prints provided by the Small GESA Contractor and field office. The As-Built Record Drawings shall be on disc(s) in .pdf format and shall be identified as "Record Drawings", shall be delivered to, and shall become the sole property of, the Department.

**703.3 OPERATION/MAINTENANCE MANUAL.** After Final Inspection the following should be collected from the Small GESA Contractor: all shop drawings, catalog data, manufacturer's operating and maintenance instructions, warranties, guaranties, certificates, test reports and other material pertinent to operating and maintaining the facility. They must be correlated and indexed, into an organized Operation/Maintenance Manual by the Small GESA Contractor. The Small GESA's Professional must review the Operation/ Maintenance Manual for completeness and accuracy. If unacceptable, it is to be returned to the Small GESA Contractor with specific criticisms. If accepted, forward to a copy of all discs to DGS and one copy of all discs to the Funding Agency with all the information in .pdf format.

**703.4 CERTIFICATE OF OCCUPANCY.** Inspections required by the code enforcement agencies to obtain Certificate of Occupancy must be arranged by the Small GESA's Professional. All permits needed to permit occupancy must be obtained.

## **CHAPTER 8**

### **MISCELLANEOUS INSTRUCTIONS**

#### **SECTION 800 - INTRODUCTION**

**800.1 INTRODUCTION.** This Chapter contains instructions to the Small GESA's Professional on specific topics for which the Department has standards that it wants the Small GESA's Professional to observe, if applicable. Applicability is determined by the nature of the Small GESA project.

#### **SECTION 801 - QUALITY CONTROL AND QUALITY ASSURANCE TESTING**

**801.1 GENERAL.** The Small GESA's Professional is to adopt the DGS system for specifying Quality Control (by Contractor's Quality Control Agency) and Quality Assurance (by the Small GESA's Professional's Quality Assurance Agency) testing and inspection. The Small GESA's Professional is to adopt DGS terminology and approach, with the end result of ensuring that all materials deemed to require testing are tested or inspected to ensure a quality project and to comply with requirements of the UCC, including Special Inspections in Chapter 17 of the IBC.

- A. The Department requires that Small GESA's Professionals follow our strict guidelines regarding testing and inspection in the interest of uniformity of administration by our Construction Division. The Small GESA's Professional is to include our Sections 01400 - Quality Control Testing Services, and 01401- Quality Assurance Testing and Inspection Services for structural-related testing and inspections, adopt the Department's program and Project Manual format and terminology, and assign testing and inspection responsibilities to the recommended parties. Non-structural materials and systems which are to be independently tested or inspected are to have the testing specified within the appropriate technical specifications. The Department does not require shop testing during fabrication of structural components, when an appropriate trade association provides independent QC oversight, such as is provided for structural steel fabricators under the AISC Quality Certification Program. The Department does not ordinarily require testing of materials for which manufacturers can provide Certificates of Compliance from independent testing laboratories. These policies are not in conflict with IBC requirements.

**801.2 SCOPE.** All testing is to be Quality Control Testing (by the Small GESA Contractor's QC Agent) with random check testing under Quality Assurance (by Small GESA's Professional's QA Agent). Quality Control tests shall be required by specific type and frequency or quantity of tests. The exception to this is soils testing which is to be Quality Control with no specified quantities. The Small GESA Contractor is to do whatever testing is required, without limitation, to comply with specification standards. Construction monitoring of earthwork and soils testing is by the Small GESA's Professional's Geotechnical Engineer, who is acting as the QA Agent for soils work.

- A. All Special Inspections required by IBC Chapter 17 are to be Quality Assurance (by Professional's QA Agent).
- B. When structural Quality Control Testing is required, the technical specification shall refer to Section 01400 for all testing requirements, where types and frequencies of tests shall be listed in detail. Testing requirements shall not be stated on the Drawings, or in the technical specification sections. Detailed descriptions of testing may be included in the specifications where necessary.

- C. When structural Quality Assurance Testing or Inspection is required the technical specification shall refer to Section 01401 for all testing and inspection requirements, where types of tests and inspections only shall be listed. Testing and inspection requirements shall not be stated in the technical specification sections.

### **801.3 QUALITY ASSURANCE TESTING AND INSPECTION SERVICES**

- A. If Quality Assurance Testing or Inspection is required, the Small GESA's Professional is responsible to provide this service. Based upon Project conditions, the Small GESA's Professional is to authorize check tests and inspection hours during construction as deemed necessary to assure the Small GESA's Professional of contract compliance and as required to comply with the IBC, including Chapter 17 of the IBC. Tests shall be standard tests that are identified by ASTM or other designation. Include any tests that might be taken in order to establish unit prices.
- B. The Small GESA's Professional is responsible for directing the Quality Assurance program. It shall solicit advice from Consultants as it deems appropriate. It should direct the testing and inspection in accordance with need, based upon minimum documentation, Contractor performance, Quality Control Agent reports, quality of materials furnished Project conditions and UCC requirements.
- C. The Funding Agency inspection staff shall be consulted prior to implementing any action by the Quality Assurance Agent. The purpose of this consultation shall be to bring areas of concern to the Department's attention and assure that all involved parties are aware of the rationale being used. The inspection staff shall also bring to the attention of the Small GESA's Professional any items that may be of concern that would require further review and supplemental testing. Implementation of the Quality Assurance Agent shall be a collective effort that must be closely coordinated between the Small GESA's Professional and the inspection staff.
- D. When unsatisfactory test results occur, the Funding Agency Inspector(s) are to confer with the Small GESA's Professional and ensure that appropriate corrective action is initiated.

## **SECTION 802 - UTILITY REQUIREMENTS**

**802.1 PURPOSE.** The purpose is to outline the procedure for providing utilities on a Small GESA project.

**802.2 CONSTRUCTION DOCUMENTS.** As soon as practical during the Construction Documents design phase, the Small GESA's Professional shall contact each utility company and obtain, in writing, a final scope of work for service installation, routing plan (includes right-of-way requirements), meter location, and the utility's cost to install its service. The Small GESA's Professional should forward this information along with the utility company point of contact to the DGS Project Coordinator for initiation of a utility agreement(s), which is reviewed and prepared as needed by DGS lawyers. Service arrangements must be completed prior to final submission of the design to DGS for review. The necessary drawings for DGS Legal to prepare easement documents shall be included.

- A. Construction documents shall include any terms and conditions that the Small GESA Contractor must coordinate including costs to be paid to the utilities that are not incorporated in a utility agreement(s).

**802.3 UTILITY EASEMENTS/AGREEMENTS.** All information must go through the Project Coordinator for tracking purposes. The Small GESA's Professional shall provide the DGS Project Coordinator with the final utility company information, including a written legal description of each proposed easements, along with a drawing showing the location of each easement, with the metes and bounds, as well as any other information required by DGS Legal Unit. The Project Coordinator informs

the DGS Legal Unit that a utility easement/agreement(s) must be developed and discusses details and the project schedule, and transmits to Legal the utility company scope of work, the service routing plan (with right-of-way), utility company cost proposal and utility company point of contact. Using this information, Legal develops a utility easement/agreement.

**802.4 CONSTRUCTION DOCUMENTS SUBMISSION.** The Small GESA's Professional must follow the service requirements of each utility company described in its scope of work. The Professional should show all service work required by the Small GESA Contractor on the contract documents, as well as work provided by the utility company.

**802.5 CONSTRUCTION.** Service applications are applied for by the Small GESA Contractor on behalf of the Funding Agency, designating the initial payer of use charges according to requirements of the Construction Contract. The Funding Agency will authorize changing the name of the payer at the appropriate time.

### **SECTION 803 - SUBSURFACE INVESTIGATIONS AND GEOTECHNICAL REPORT**

**803.1 SCOPE.** The Small GESA's Professional shall obtain assistance from its Civil/Structural Engineer as set forth in these instructions and be responsible for obtaining subsurface and related data that will yield sufficient information for an accurate evaluation of the existing subsurface and related conditions for the following purposes:

- A. Analysis, design and construction of foundation and substructure.
- B. Analysis, design and construction of site work, including embankments, slopes, retaining structures, underground structures, site and subsurface drainage, roads and pavements.
- C. Soil erosion and sedimentation control.
- D. Cost analysis and estimating of 'Unclassified' excavation.
- E. Analysis of excavation and fill conditions.

**803.2 CONTRACTING FOR GEOTECHNICAL SERVICES.** Geotechnical Services shall include test borings and other subsurface investigation, the Geotechnical Report and Construction Monitoring which shall all be included in the cost of the Small GESA project.

- A. Specifications for Test Borings and the Geotechnical Report shall be based upon best practices, and shall include a test-boring plan based upon the proposed footprint of the work and the expected foundation type to be used.
- B. The Geotechnical Report shall include specific recommendations for designing structures, slabs on grade and paving.
- C. The Geotechnical Consultant shall be required to submit with the Final submission a sealed statement to the effect that the design drawings and specifications are in accordance with his recommendations.
- D. The Geotechnical Report shall not contain a broad disclaimer that excuses the consultant of responsibility.

**803.3 SUBMISSION OF DOCUMENTS TO THE FUNDING AGENCY.** The Final Geotechnical Report shall be prepared, signed and sealed by a Registered Pennsylvania Professional Engineer.



- A. Upon completion of the boring contract, the Geotechnical Consultant shall submit to the Small GESA's Professional two (2) electronic copies of a complete report, covering the field work and laboratory testing, with complete analysis of each boring and with recommendations for soil and rock bearing capacities. The Small GESA's Professional shall retain one (1) copy, and submit the other copy to DGS.

**803.4 CONSTRUCTION DOCUMENTS SUBMISSION.** As part of the Construction Documents Submission, the Small GESA's Professional shall submit a letter stating that this Project was designed in accordance with the recommendations of the Geotechnical Consultant. If exceptions are taken, they must be justified.

#### **SECTION 804 - SPECIAL SITE INVESTIGATIONS**

**804.1 WETLANDS IDENTIFICATION AND DELINEATION.** The Small GESA's Professional's responsibility in site selection and site expansion includes the determination of the presence of wetlands by a qualified wetlands delineation specialist, familiar with state and federal criteria and regulations. DGS will accept a letter from the Small GESA's Professional stating that wetlands are not found on the site. If wetlands are present, the Small GESA's Professional shall submit two (2) copies of the completed study to the Funding Agency.

**804.2 ENVIRONMENTAL IMPACT STUDIES.** For all projects, the Small GESA's Professional shall make a preliminary Environmental Assessment (EA) to include any environmental and historic/archeological considerations for the Project. If more extensive investigation is required, then the Small GESA's Professional shall prepare an Environmental Impact Statement (EIS) in accordance with the requirements of NEPA. The Professional shall submit two (2) copies on disc of the completed study to the Funding Agency.

#### **SECTION 805 - HAZARDOUS MATERIALS**

**805.1 PROFESSIONAL'S RESPONSIBILITIES.** The Small GESA Project may encompass some kind of hazardous material (Asbestos, Lead, PCB, Radon, etc.) The Small GESA's Professional is responsible for addressing hazardous materials to the extent they may impact the Project, as more fully described in the project-specific RFP for each Small GESA project.

**805.2 ACT 287, UTILITIES.** The Small GESA's Professional shall comply with the current Act 287 (amended by Act 187 of 1996), and PA One Call provisions. The Small GESA's Professional shall contact the institutions and utility companies for location and identification of utilities on project site prior to survey. The surveyor shall identify and record PA One-Call paint marks on the survey.

#### **SECTION 806 - SUBSURFACE UTILITY ENGINEERING**

**806.1 SCOPE.** The Small GESA's Professional shall determine if Subsurface Utility Engineering is necessary for development of the Small GESA Project. If needed, Subsurface Utility Engineering shall be provided by the Small GESA's Professional to precisely locate all underground utilities on the construction drawings.

- A. Appropriate geophysical prospecting techniques, including radio frequency electro-magnetic, magnetic, acoustic emission sonics, terrain conductivity and ground penetrating radar, shall be used to provide a comprehensive horizontal map and give an indication of vertical position. Select excavation may be used to determine precise depth when the Project requires.

#### **SECTION 807 - FUEL FEASIBILITY STUDY**

**807.1 COAL FUEL NON-USE JUSTIFICATION.** State Act 1990-28 requires that any heating system or heating unit installed in a Commonwealth-owned facility must use Pennsylvania coal as a

source of fuel. The following should also be addressed and expanded when a fuel other than coal is proposed:

- A. Using coal as the fuel for the heating system or heating unit would violate existing or reasonably anticipated environmental laws or regulations.
- B. Using coal as the fuel for the heating system or heating unit would not be cost effective when compared to using other forms of energy.
- C. Using electricity generated primarily from the combustion of coal would be more cost effective when compared to using coal as the fuel for the heating system or heating unit.
- D. The principle fuel for the heating system or heating unit would be natural gas from wells located in Pennsylvania or wood from forests located in Pennsylvania, if such fuels were at least as cost effective as using coal as the fuel.

### **SECTION 808 - PREPARATION OF STANDARD DRAWINGS AND PROJECT MANUALS**

**808.1 DRAWING STANDARDS.** The Cover Sheet, Approval Blocks, and Title Blocks must have the proper names of the approving authorities, the correct names of the Small GESA's Professional and Consultant and the correct Project Number and Title, etc., entered in the appropriate places. Identify on the Cover Sheet the responsibilities of the Consultants.

**808.2 PROJECT MANUAL STANDARDS.** The Small GESA's Professional shall use DGS standards for Project Manual Cover Page, Table of Contents, List of Drawings, and Division 1 - General Requirements sections.

## **SECTION 809 - ARCHAEOLOGICAL AND HISTORICAL REQUIREMENTS**

**810.1 PHMC REVIEW.** The Pennsylvania Historical and Museum Commission (PHMC) is required to review all renovation work on State-owned buildings for historical significance and all excavation work for Archaeological significance. All costs associated with this review is to be factored into the project cost. Prior to the Construction Document Submission, the Small GESA's Professional is requested to contact the PHMC for their review of the location and scope of the work.

- A. Inquiries shall be directed to:  
Bureau of Historic Preservation  
Pennsylvania Historical & Museum Commission  
400 North Street, Commonwealth Keystone Building, 2<sup>nd</sup> Floor  
Harrisburg, Pennsylvania 17120-0093  
Telephone: (717) 783-9926
- B. Upon completion of their evaluation, PHMC will provide a response letter to the Small GESA's Professional, either indicating a finding of no significance, or requesting additional information.

**809.2 ARCHAEOLOGICAL.** For their archaeological review process, PHMC generally needs a map (preferably a portion of a geological survey map) showing the project location and a brief description of any ground-disturbing activity. Even an activity such as parking lot construction can be significant enough to disturb archaeological resources.

- A. If PHMC's evaluation indicates a potential for archaeological resources, they may ask for a Phase I survey to identify any archaeological resources at the project location. The survey must be done by a person or persons whose qualifications meet certain requirements. PHMC has a list of some qualified people, but this list is not exclusive.
- B. Based on the results of the Phase I survey, PHMC may ask for a more intensive Phase II survey to evaluate the archaeological resources at the project location. In some cases, PHMC may then ask for a Phase III survey to mitigate adverse effects to the site.

**809.3 HISTORICAL.** After initial contact with the applicant, PHMC checks whether the building is on or is eligible for the National Register. A survey form is used to determine eligibility. The Small GESA's Professional shall complete the form to the best of their ability; a historical analysis or survey is not required for this.

- A. If National Registry eligibility is determined, PHMC reviews the Project based on the Secretary of the Interior's Standards for Rehabilitation. Each step in the review process may take up to thirty (30) days.

## **CHAPTER 9**

### **DGS SPECIFICATIONS REQUIREMENTS**

#### **SECTION 900 – INTRODUCTION**

**900.1 PURPOSE.** This Chapter contains technical guidelines and requirements documents for reference or use by the Small GESA's Professional. Follow the instructions preceding each document on the specific recommendations or requirements for use of that document.

#### **SECTION 901 - DIVISION 1, GENERAL REQUIREMENTS**

- A. All Division 1 – General Requirements Sections may be downloaded from the DGS Internet website at [www.dgs.state.pa.us](http://www.dgs.state.pa.us).

- B. The Small GESA’s Professional must edit the sections to add, delete or modify provisions to suit the Small GESA project. Each Section, as presented here, includes notes to the specification writer. Remove ‘Notes to Specification Writer’ as part of the editing process. Do not make changes simply to have the Requirements conform to the Small GESA’s Professional’s own preferred format or content.
- C. Adding/Deleting Sections: Delete Sections not applying to the Small GESA project. Add Sections to incorporate requirements needed for the project that are not covered in the standard Sections. Do not add requirements without verifying that the requirement is not covered in the General Conditions. Do not use Division 1 sections of other published specifications, which may have conflicts with the DGS standard General Conditions of Contract, Division 1 – General Requirements, and Bureau of Construction Administrative Procedures.
- D. Do not edit sections to modify provisions of the General Conditions without specific authorization of DGS.

## **SECTION 902 - EARTHWORK SPECIFICATIONS**

**902.1 DGS REQUIREMENTS.** There is to be only one earthwork specification in the Project Manual. Where Sitework or other General Construction specifications require earthwork, it should be specified by requiring compliance to the main earthwork specification. If there is any special earthwork or concrete work requirements not covered by the Earthwork specification, they should add these special requirements to their sections without nullifying the requirements of the Earthwork specification.

### **A. BASIS OF CONTRACT**

- 1. Excavation for this Project shall be considered unclassified and shall include all types of earth and soil, any pebbles, boulders, and bedrock, municipal trash, rubbish and garbage and all types of debris of the construction industry such as wood, stone, concrete, plaster, brick, mortar, steel and iron shapes, pipe, wire, asphaltic materials, paper and glass. Unclassified excavation does not include unforeseen concrete foundations, walls, or slabs. All such materials encountered which are identified by this paragraph as unclassified shall be removed to the required widths and depths to create a finished product as shown and/or noted on the drawings and as written in the specifications. No additional compensation shall be made to the contractor for this unclassified excavation. The materials defined by this paragraph as unclassified will not be considered to be concealed conditions or unknown physical conditions below the surface of the ground for purposes of interpreting the language in the General Conditions of the Construction Contract.

### **B. SUBSURFACE INFORMATION**

- 1. Any available data concerning subsurface materials or conditions based on soundings, test pits or test borings, has been obtained by the Funding Agency for its own use in designing this Project. The Test Boring logs contained within the Geotechnical Report are incorporated into the construction contract as a Contract Document. The remainder of the Geotechnical Report, with all other exhibits, is available for informational/guidance purposes only.
- 2. Test Boring logs reflect the conditions at the specific locations of each Test Boring only. The Funding Agency will not be responsible in any way for the consequences of failure to conduct such investigation. Excavation for the Project is “Unclassified”, as fully described in the Earthwork Section.

### **C. APPROVAL OF BEARING STRATA**

1. The Small GESA Contractor shall furnish adequate advance notification to the Funding Agency and the Small GESA's Professional of times when footing excavations are to be completed, so that the bearing quality of bottoms may be inspected and/or tested and approved. Formwork and concreting shall follow only after this approval.
2. If the bearing at the levels indicated be found by the Small GESA's Professional and the Funding Agency to be inadequate, they may order the excavation carried down to sound bearing. If suitable bearing is found at a lesser depth than indicated, the Small GESA's Professional and the Funding Agency may order the reduction of excavation specified or shown on the drawings.

**D. QUALITY CONTROL TESTING**

1. The Small GESA Contractor shall perform all necessary Quality Control tests and procedures for the performance of the work in accordance with Section 01400 and this section, to produce end results specified. The Small GESA Contractor shall maintain clear and orderly records of such tests and procedures and make them available for field review and approval of the Small GESA's Professional and the Department.
2. Quality Control tests shall include tests on fill material, optimum moisture content and maximum density and field density tests of fill layers. The Q.C. Testing agent shall comment on the suitability of all subgrades, and the subgrades shall be acceptable to the Q.A. Agency.
3. Handwritten copies of field test reports shall be provided to the Contractor. They shall be given to the Contractor and inspector within two (2) hours of completion, but in no event shall the technician leave the site without providing the Contractor and inspector with a copy of the test results. This shall include density, % moisture, plan location, elevation, comments and any other relevant data. Comments shall include any condition that might have an adverse effect on the operations, including weather, drainage, etc.
4. The Small GESA Contractor shall request consultation with the Consulting Geotechnical Engineer on any problems that arise during construction. Copies of the daily in-place soil density tests shall be emailed to the consultant by the Contractor through the testing agency within twenty-four (24) hours of the time the tests are made.
5. The Small GESA Contractor shall approve each subgrade and each fill layer before proceeding to the next layer. Any area which does not meet density, % moisture or other requirements at any time, shall be suitably reworked and retested by the Contractor at his own expense.
  6. The Professional and/or the Funding Agency will perform Quality Assurance tests in accordance with Section 01401 deemed necessary for the assurance of the Small GESA's Professional and/or the Funding Agency. This does not relieve the Contractor of his responsibilities.

- E. Compaction standards are to be based on Modified Proctor standards, as defined by ASTM D1557.

**SECTION 903 - CAST-IN-PLACE CONCRETE SPECIFICATIONS**

**903.1 DGS REQUIREMENTS.** The cast-in-place concrete specification should be based upon requirements of ACI 301, except samples are to be taken and broken by the Quality Control Agent for each 50 cy. Slump tests and recording of temperature is to occur for each truckload. Air tests are to occur with each sampling that contains air. See recommended tests in table in Section 01400. As with earthwork, there is to be only one Cast-In-Place Concrete specification in the Project Manual. Follow the instructions in paragraph 1402.1 on adding a paragraph in Section 01040. Also, we want to include a

penalty for accepted under-strength concrete. Include the following language in the cast-in-place concrete specification:

“If the structural members are accepted on the basis of tests other than the original cylinder tests, the Contractor shall compensate DGS for the Contractor’s failure to meet specified strength requirements by paying to DGS one hundred (\$100) dollars per cubic yard for each one hundred pounds per square inch below the specified strength. The original laboratory-cured 28 day test cylinder results only shall be used to determine the difference between specified and furnished strengths.”

#### **SECTION 904 - UNIT MASONRY ASSEMBLIES SPECIFICATIONS**

**904.1 DGS REQUIREMENTS.** In order to avoid the requirement in Chapter 17 – Special Inspections of the IBC for “continuous” inspection of grout placement in CMU cores, the specifications shall require that the Small GESA Contractor mark in an approved manner the location of filled cores for the QA Agent to verify the presence of reinforcing steel using a rebar locator and the presence of grout using an ultrasound device.

#### **SECTION 905 - STRUCTURAL STEEL SPECIFICATIONS**

**905.1 DGS REQUIREMENTS.** In order to avoid the requirement in Chapter 17 – Special Inspections of the IBC for “continuous” inspection of high-strength bolting in slip-critical connections, the Small GESA’s Professional shall require the Small GESA Contractor to use Direct Tension Indicator Washers or Twist-Off bolts or other systems providing visual verification of proper tightening. Require the Small GESA Contractor’s QC Agent to provide field proof of appropriate tightening methods and calibration of the Contractor’s equipment as necessary to ensure compliance. This shall be approved by the Small GESA’s Professional and its QA Agent.

#### **SECTION 906 - ARCHITECTURAL SPECIFICATIONS**

**906.1 PURPOSE.** To specify construction materials, methods and/or contract requirements, determined to benefit the Funding Agency and required to be included in all applicable projects. The following provisions are to appear in all specifications, unless obviously inapplicable.

**906.2 ROOFING WARRANTY.** The Small GESA’s Professional shall include the following paragraphs in the Roofing Section to specify DGS requirements regarding the Contractor’s warranty for roofing work.

A. Quality Assurance:

1. Manufacturer Qualifications: The manufacturer shall have a minimum of ten (10) years experience in the production of the type of roofing herein specified, and shall be able to show experience with projects of similar size and complexity.
2. The Installer Qualifications: The installer shall have a minimum of five (5) years experience installing the type of roofing herein specified, on projects of similar size and complexity.

B. Small GESA Contractor’s Warranty:

1. Small GESA Contractor’s Responsibility: The Contractor shall take, or cause to have taken, any and all corrective measures necessary to keep the roofing system free of all defects, to the satisfaction of the Department, Funding Agency and to maintain the roofing system in a watertight condition. The Contractor shall have the responsibility for said corrective measures for two (2) years after the date of Final Inspection. The Contractor shall be responsible for the removal and replacement of the roofing system, if in the judgment of the Funding Agency, removal and replacement is necessary to keep

the roofing system free of all defects or to maintain the roofing system in a watertight condition. The Contractor shall also repair, or remove and replace, if the **Funding Agency** deems it to be necessary, any part of the building, including the interior, damaged as a result of leaks in the roofing system. The interior of the building includes, but is not limited to, the furnishings and fixtures. There shall be no limit to the Contractor's liability for fulfilling the aforementioned responsibilities.

- a. Final Inspection shall include a statement, supplied by the Contractor and signed by an authorized representative of the roofing manufacturer, attesting to the fact that the roofing installation and finished condition is acceptable for warranty by that manufacturer.
2. Exclusions: The Small GESA Contractor shall not be responsible for repairs to, or replacement of, the roofing system, if repairs or replacement is necessary due to a natural disaster, such as lightning, flood, tornado or earthquake.
3. Notification: The Funding Agency will notify the Small GESA Contractor, as soon as reasonably possible, after it has knowledge of defects in the roofing system. Should the Contractor fail to promptly take corrective measures, the Funding Agency may undertake corrective measures. The Small GESA Contractor shall be responsible for any and all expenses incurred by the Funding Agency in undertaking the necessary corrective measures. In addition, the Funding Agency undertaking of corrective measures shall in no way relieve the Contractor of any of the aforementioned responsibilities.

C. Manufacturer's Warranty:

1. The Small GESA Contractor shall provide the Funding Agency with a twenty (20) year warranty, furnished by the manufacturer, which shall warrant that the said manufacturer will repair any leaks in the roofing system, not to exceed the original cost of the installed roof over the life of the warranty, installed by an applicator authorized by said manufacturer.
2. Leaks from the following causes shall be covered by the manufacturer's warranty:
  - a. Defects in the roofing system material.
  - b. Workmanship of the authorized applicator.
3. The following exclusions are permitted in the manufacturer's warranty:
  - a. Natural disasters such as lightning, hail, floods, tornadoes or earthquakes.
  - b. Damage from traffic or storage of materials on the roof.
  - c. Structural failure of roof deck, parapet or coping.
  - d. Infiltration of moisture in, through or around walls, coping or building structure.
  - e. Movement or deterioration of metal counterflashing or other metal components adjacent to the roof.
  - f. Damage to the building (other than roofing and insulation) or its components adjacent to the roof.
4. The warranty shall provide that in the event a leak should occur within the warranty period, and if such leak is within the coverage of the warranty, the warrantor will, at no expense to the Funding Agency, make or have made, all necessary repairs to put the roof membrane, base flashing and roof insulation in a dry and watertight condition, using the same materials and specifications as the original application. There will be no limit to the warrantor's liability for making such repairs over the period of the warranty.

5. The warranty shall provide that if, upon proper notification, the warrantor fails to promptly repair the roof, the Funding Agency may make temporary repairs to avoid damage to the facility. Such action shall not be considered a breach of the provisions of the warranty.
6. The Funding Agency shall be permitted to make alterations, additions and repairs to the roof, within the written approved guidelines of the warrantor without jeopardizing the unexpired portion of the warranty's original term.
7. Metal roofs and exposed fasteners shall be warranted against rust. Also, on metal roofs, the manufacturer, upon completion, inspection and written acceptance of the roof installation, shall furnish a warranty covering paint finish against cracking, checking, blistering, peeling, flaking and chipping for a period of twenty (20) years.

## **SECTION 907 - HVAC SPECIFICATIONS**

**907.1 PURPOSE.** To provide information to assist the Small GESA's Professional in the preparation of contract drawings and specification for the Heating, Ventilating and Air Conditioning systems, and to assure consistency in contract documents to reduce errors of omission and/or commission.

**907.2 GENERAL.** The Small GESA's Professional shall follow these general guidelines in designing and documenting the HVAC work for all DGS projects.

- A. The Professional shall comply with the latest applicable codes, standards and regulations:
  1. ASHRAE Handbooks to be used as Industry Standards
  2. ASHRAE Published Standards, as appropriate
  3. ASHRAE 62 – Ventilation for Acceptable Indoor Air Quality
  4. ASHRAE 15 – Safety Code for Mechanical Refrigeration
  5. ASHRAE 34 – Number Designation and Safety Classification of Refrigeration
  6. ASHRAE 90.1 – Energy Design New Buildings
  7. Life Safety Code – NFPA 101
  8. NFPA Published Standards, as appropriate
  9. SMACNA Standards for Ductwork
  10. International Energy Conservation Code
  11. PA Air Quality Act, Title 5 (DEP)
  12. Pennsylvania L&I Boiler Code
  13. Pennsylvania Code – Health Department
  14. PA UCC
  15. City and Local Codes, as applicable
  16. Other codes and regulations determined to be applicable
- B. Energy Conservation – To assure energy conservation in design of space heating and cooling systems in new and renovated buildings, the design criteria set forth in ASHRAE Standard 90.1 and the International Energy Conservation Code shall be used, whichever is more stringent.
  1. Heat conservation systems to be considered:
    - a. Heat Recovery Systems
    - b. Heat Pumps
    - c. Heat Storage Systems
    - d. Passive or Active Solar Heating
    - e. Wind
    - f. Geothermal



2. No air conditioning system should require a dedicated system for reheat, without approval of the Funding Agency.
  3. Areas requiring twenty-four (24) hour cooling should be considered as separate systems.
  4. All ductwork shall be specified with a 3% maximum leakage with external insulation.
  5. Resistance type heating shall not exceed 40% of heating requirements. Combination systems must be used.
  6. Heat pumps shall not provide less than 60% of design heat losses with SEER 11 or greater.
  7. An energy analysis is required to assure that the systems and its components use minimum energy. Specifications should require this from equipment manufacturers.
- C. **Vibration and Sound Controls:** The Professional is to design HVAC systems with vibration and sound controls as appropriate for the spaces involved. The ASHRAE HVAC Application Manual shall be used as a guide for Vibration and Sound Design Criteria. Use of air-conditioning system condensers, especially air cooled units, are to be discussed with the Funding Agency and the DGS relative to sound and vibration criteria. Professional is to monitor design and field changes during construction with the effect of changes on sound and vibration distribution. Contractor shall perform measurements and provide report to Professional for approval.
1. **NOTE:** The Professional shall consult with the Funding Agency and/or Funding Agency to determine requirements for special usage areas. Special attention shall be taken for such areas as auditoriums, conference rooms, classrooms and hospital patient rooms.
- D. **Seismic and Wind Restraint Design** is required by Code and is to be designed using ASHRAE HVAC Application Manual for guidance.
- E. The Professional shall present in his documents flow diagrams for all air systems, indicating hot and chilled water distribution, outside air, exhaust air, supply air and air movement within buildings and spaces. An air flow diagram is to be included in Construction Documents and all subsequent Submissions.

**907.3 HVAC SPECIFICATION GUIDE.** Guide information and direction may be distributed to the Small GESA's Professional by the E/A during design.

- A. A complete HVAC specification outline shall be provided with the Construction Documents Submission. See Chapter 9 for more specification format information.
- B. All engineering analysis and computations, drawings, specifications and other documents shall be prepared by a Registered Professional Engineer, or under the responsible supervision of a Professional Engineer, and must bear the Small GESA's Professional seal and signature of the Engineer.
- C. The Professional is to design to good engineering practices. The Funding Agency reserves the right to direct the Small GESA's Professional to use materials, systems, performance characteristics, or equipment that it determines to be in the best interest of the Funding Agency, Project, and/or DGS even if beyond the code requirements.

**907.4 BALANCING AND ADJUSTING HVAC SYSTEMS.** The following paragraphs are intended to guide the Small GESA's Professional in preparing the Testing and Balancing (TAB) specifications.

- A. The balancing firm's report shall include a section which will provide all information regarding all problems encountered prior to, during and remaining after test and what action should be taken to correct the problem(s).

- B. The Professional must review and approve the final test report. Should problems remain to be resolved, the Small GESA's Professional shall submit the reports for DGS review, with comments as to the nature of the problem and acceptability of the system(s) and/or action which may need to be taken.
- C. No Final Reports shall be submitted which indicate that the system(s) is incomplete, inoperative or that unresolved problems exist.
- D. Specification for the testing shall include:
  - 1. The Small GESA Contractor shall provide as part of this contract the services of an independent testing and balancing firm as listed by the Associated Air Balance Council (AABC), NEBB or a qualified firm as approved by the Funding Agency or the Small GESA's Professional. The Small GESA Contractor will be responsible for all balancing work.
  - 2. The Small GESA Contractor and its selected and approved balancing firm shall report to and review the work required with the Small GESA's Professional prior to beginning of work. At least two (2) 1-day inspections of the Hydronic and Air Systems at appropriate times during construction shall be made by the balancing firm and it shall report its findings to the Small GESA's Professional and DGS in a written report. The Professional shall impose upon the Small GESA Contractor that all openings, pressure taps, wells and closures required, over and above those shown on the drawings, to perform the required test and adjustments shall be installed during or after construction at no additional cost to the Funding Agency.
  - 3. The Small GESA Contractor shall furnish all services for a minimum of two (2) complete adjustments of water systems and air handling and exhaust systems, water and air distribution and controls, for the first cooling season and for the first heating season after the job is in complete operation under load conditions.
  - 4. During all tests, it shall be demonstrated that the systems are free from leaks and that all parts of the system will operate correctly. The Balancing Firm shall make final adjustments to all equipment and controls as may be required for proper operation, maintaining correct temperatures in all parts of the building. Controls shall be adjusted by the control manufacturer's mechanics, on the advice of the balancing firm.
  - 5. The final test report shall include appropriate reference to all problems regarding the system(s) encountered prior to, during and after testing and what action should be taken to correct the problem(s), including noise and vibration.
  - 6. The following work shall be included in the project by the Small GESA Contractor:
    - a. Supervise the balancing of all water circulation systems and parts thereof installed under this contract to obtain the water quantities and temperature drops in all parts of the system specified in the plans and in the specifications.
    - b. Supervise the balancing of the air conditioning and ventilating systems to achieve the air quantities specified at each air inlet, outlet and damper shown on the plans at the proper conditions of static pressure and temperature differential. Conduct all leakage tests on ductwork in a manner acceptable to the Small GESA's Professional and the Funding Agency. Leakages shall not exceed 3% of total air to be delivered.
    - c. Study and report on noise and vibration problems, which may develop in the course of system balancing.
    - d. Submit reports on the cooling and heating water circulating systems, ATC system, and heating and ventilating systems. These reports shall certify test methods and instruments used, all readings obtained, temperature and pressure drops, rpm of equipment, amperage of all motors, air quantities at each outlet supply, return and air balancing problems encountered and suggestions. Reports

to be submitted to the Small GESA's Professional and the Funding Agency shall include data on all tests in the form normally used by AABC and NEBB. The reports must however, be varied to suit these specifications. Reports shall include fan and pump curves for the final speeds developed from the fan manufacturer's performance test data for all major equipment, and schematics for ALL systems tested. If the Funding Agency has contracted for Commissioning Services, the Contractor shall conform his forms and reports to the Commissioning Agents requirements. (See Chapter 13).

- e. Perform tests on heating systems when the outside temperature is averaging less than 30°F and on cooling systems when the outside temperature is above 80°F.
- f. Instruct the building maintenance employees for all shifts as required during the adjusting and balancing period. Obtain signed statements from each employee verifying this instruction has been received by each.
- g. Carry out the 'start-up' of the various systems with the Contractor and with any necessary assistance of the equipment manufacturer's representative.
- h. Furnish all instruments and provide all instrumentations required to perform the above work. The equipment and instrumentations shall remain the property of the balancing Subcontractor; however, all equipment must be first approved by the Small GESA's Professional before being used on the Project.

**907.5 COAL-FIRED BOILERS.** If proposing a new coal-fired boiler, contact the project coordinator for associated procedures and requirements.

**907.6 PIPE AND DUCT PENETRATIONS.** In compliance with the requirements of NFPA 90A, it is essential that the Small GESA's Professional determine and indicate locations of all horizontal and vertical fire separations and the hourly requirement of the separation on the contract floor plans and building services.

- A. The Small GESA project plans shall show where ducts, pipes and conduits pierce required fire rated separations with standard symbols for:
  - 1. Duct penetration of vertical separation.
  - 2. Duct or shaft penetrations of horizontal separation.
  - 3. Ceiling dampers for opening protection in a floor-ceiling or roof-ceiling assembly.
  - 4. Location of duct fire dampers.
  - 5. Location of duct smoke detectors.
- B. A duct access door shall be specified at each fire damper, turning vane, and ATL sensor location, for inspection and resetting the fire damper. Typical detail(s) shall be shown on the drawings.
- C. There may be occasion where ceiling or wall access panels need to be provided to reach duct access doors or above ceiling pipe valves. All access panels shall be shown on the construction drawings and the Small GESA Contractor shall provide the access panels.
- D. Duct smoke detectors shall be furnished, installed and wired by the Small GESA Contractor.
- E. When dampers and detectors are to be controlled by a Central Fire Management System, including sprinkler system monitoring, the Small GESA Contractor shall install the dampers and detectors.
- G. Approved fire and smoke sealant shall be used at all pipe penetrations of fire rated walls, floors and ceilings.

**907.7 ELECTRICAL EQUIPMENT WIRING.**

- A. Wiring for Heating, Ventilating and Air-Conditioning:
  - 1. All equipment for the heating, ventilating and air conditioning systems shall be furnished and installed under the Small GESA Contract, including furnishing all labor and materials required for the installation and connection of all electrical power wiring to and for this equipment.
  - 2. In general, all special control equipment required for the heating, ventilating and air conditioning equipment such as water chiller, condenser, condensing units, air handling units, water heaters, pumps and air compressor, will be furnished and installed under the temperature control section of the Small GESA contract.
- B. Temperature Control Wiring:
  - 1. All interlocking control wiring in connection with the temperature control system for all heating and air conditioning systems shall be furnished, installed and connected under the Small GESA contract, including providing a source of power and making final power connections at each air handling unit and at each apparatus control panel location where noted on the plans.

**907.8 ABOVEGROUND STORAGE TANKS (AST) AND UNDERGROUND STORAGE TANKS (UST).** The Pennsylvania Storage Tank and Spill Prevention Act of 1989 dictates all installation, modification, removal and inspection activities related to regulated aboveground and underground storage systems. Therefore, the Small GESA's Professional shall prepare associated specifications and drawings to assure that such storage tanks comply with Pennsylvania Act 1988-32.

- A. All removal, installation and repair operations shall employ DEP certified Contractors as required.
- B. Upon the discovery of fuel contamination, notify the Funding Agency for direction.
- C. Stand-alone projects related to storage tanks shall be performed as a (.6) specialty contract.
- D. All utility and regulatory permits, certifications and fees must be addressed and satisfied by the Contractor.
- E. Adhere to the following requirements as a minimum:
  - 1. Underground storage tank installation procedures shall in general conform to API recommended practices as well as DEP and PA Labor and Industry codes and regulations.
  - 2. API Recommended Practice No. 1615 – Installation of USTs.
  - 3. API Recommended Practice No. 1604 – Removal and Disposal of USTs.  
NOTE: Installation in Philadelphia County and Allegheny County shall further conform to their respective codes and regulations.
  - 4. Provide STAGE I and STAGE II vapor recovery for gasoline.
- F. Tank Requirements:
  - 1. USTs shall be double-wall steel, 360° containment meeting the requirements of STI-P3 and UL 58 or double-wall fiberglass conforming to UL 1316, and be provided with a remote emergency shut off switch, corrosion protection of all ferrous components, vehicle protection, spill containment, and overfill protection and impervious surfaces at fill and dispensing ports.
  - 2. All ASTs shall conform to UL 142 as a minimum and be provided with a remote emergency shut off switch, product line anti-siphon valves, vehicle collision protection, spill containment, protection fence, and overfill protection.

3. Steel USTs shall be protected from exterior corrosion with 125 mils of fiberglass reinforced polyester resin meeting the requirements of ACT 100 or ACT 100U.
  4. USTs shall be anchored to an adequately sized reinforced concrete hold-down pad.
  5. Containment sumps will be utilized on all UST's with submersible pumping systems.
  6. Inventory and leak detection for USTs and piping shall be done electronically.
  7. All product lines shall be non-metallic, sloped back to the sump and have secondary containment. Include a provision for leak detection and flow restrictors.
  8. The UST interstitial space and dispenser sumps shall be monitored for leaks.
  9. Provide drop tube overflow protection and spill containment at fill port.
- G. Drawing Requirements – As a minimum, the following information shall be indicated:
1. Site Plan:
    - a. Topographic survey of site must conform to the PA Labor and Industry's area requirement stated in the Application for Approval. The plan must further indicate the location of all physical features and utilities, aboveground and underground, relevant to the design, installation and demolition of the fuel facility.
    - b. Indicate all USTs, associated piping/conduit systems and island/site facilities scheduled for removal or demolition.
    - c. If a site assessment is necessary, develop an Environmental Boring Plan, from a copy of the Site Plan, indicating the location, depth and soil/ground sample tests for each environmental boring around the existing USTs.
    - d. Adequate vehicle accessibility, stack-up and entrance/egress patterns must be demonstrated for all anticipated truck types, Commonwealth fleet vehicles and the fuel delivery truck.
    - e. Indicate the location, size and content of each UST/AST and the associated excavation/foundation.
    - f. Stormwater management must be accommodated with the area affected by excavation or facility construction.
    - g. Property lines must be clearly represented.
    - h. Indicate the location of any required existing or desired monitor/recovery wells.
    - i. UST manholes and sumps should be out of the normal path of vehicle traffic, protected from surface water flooding and designed to be immune from snowplow damage.
    - j. The extent and characteristics of all paving work shall be exhibited and defined.
    - k. Identify and label all piping/conduit routes.
    - l. Indicate all fencing modifications, gate installations and vehicle collision protection features.
    - m. Identify apron/canopy size and dispenser island equipment. Slope apron to prevent surface water accumulation.
    - n. Indicate the location of all ancillary equipment and systems required to support the location of the fuel facility.
    - o. Identify the intended location of Contractor parking, equipment/material storage and excavated soil storage/remediation operations.
    - p. Indicate a means for isolating escaped product within the stormwater system.
  2. Detail Drawings:
    - a. Provide an elevation detail of pipe/conduit penetration of wall/foundation/sumps; specify cross-over intersection and backfill requirements.
    - b. Provide an elevation detail of excavation cross-sections indicating all dimensional and shoring/cutback requirements.

- c. Provide uniform pea gravel backfill around USTs with a minimum 12” between the UST and the hold-down pad.
  - d. Provide elevation details of any required monitor/recovery wells.
  - e. Provide clear and precise details for canopy structure and island foundation.
  - f. Indicate accommodation for canopy rainwater runoff.
  - g. Provide elevation details of UST/hold-down pad attachment and pump sumps.
  - h. Provide an elevation section indicating fill, vent inventory/leak sensor locations, arrangement and interface without the UST/AST.
  - i. Locate the inventory sensor at the UST/AST midpoint.
3. Site Assessment Program: After accurate topographic and subsurface survey information is gained and integrated onto the Site Plan, the Small GESA’s Professional may be asked to perform a site assessment, utilizing the results from laboratory analysis of soil/ground water samples, to determine the extent and constituents of soil/ groundwater fuel contamination. The site assessment program may consist of the following tasks as requested:
- a. Development of an Environmental Boring Plan for the Funding Agency’s review and approval.
  - b. On-site placement, direction and drilling of the environmental borings to ascertain the extent of soil and ground water contamination.
  - c. Professional on-site representation during the boring operations with the ability to perform additional discretionary environmental borings and monitor/recovery wells.
  - d. Applicable laboratory analysis of soil/ground water samples for specific constituents, existing MTBE and lead concentration from former leaded gasoline USTs. Consider full range target pollutant tests at the locations of new USTs.
  - e. Samples are not to be homogenized or taken at recurrent boring depths.
  - f. All results are to be recorded and submitted to the Funding Agency to serve as a baseline reference for the site.
  - g. Evaluation of current and seasonal high ground water elevations, gradient and soil recharge rates.
  - h. Provide a site assessment program summary report to include the results of the environmental tests, the testing methodology and an assurance plan from the testing laboratory.
  - i. If necessary develop DEP required Site Characterization Report and/or Remedial Action Plan based on contamination after report is complete.
  - j. Interim remedial actions shall be executed upon the confirmation of reportable contamination.
  - k. The specifications/drawings will direct the Contractor to dispose or remediate a finite amount of contaminated soil.
  - l. Dewatering the excavation and proper disposal of any captured water, whether contaminated or not, is the Contractor’s responsibility.
  - m. The removal and disposal of contaminated soil and ground water will be supervised by the Small GESA’s Professional.
  - n. Any contamination of an extensive nature, or from other sources, not covered by the drawings or specifications, shall be considered outside the scope of the project. The Professional shall notify DGS and the Funding Agency of the results.

H. Procedure Information:

- 1. See guide specifications. These shall be used and may be applicable for the specific project requirement.

2. Requirements:
  - a. Design Stage Procedure:
    - 1) If applicable the Small GESA's Professional shall have the local or L & I Fire Marshal review and comment on proposed UST design and installation procedure with respect to Fire and Safety requirements. File Form SP-FP2 with Plan.
    - 2) Such reviews and comments shall be filed with DGS with the Final Submission.
    - 3) Such comments shall be incorporated into the contract documents.
  - b. Responsibility:
    - 1) Professional may submit to Labor and Industry for review and comment, the proposed UST/AST design and installation procedure. Include in contract document complete requirement for UST/AST, regarding installation/removal/registration, etc.
    - 2) Contractor shall file for permit, for the Owner, with the Labor and Industry. The Owner is defined as the Funding Agency on whose property the UST will be installed.
    - 3) Register UST removal, installation and upgrade with DEP and obtain a registration number for each UST.
    - 4) Provide registered certification from tank fabricator.
    - 5) Install/Remove USTs by a certified UST installer/remover.
    - 6) Have inspected, tested and certified by a certified UST Installation Inspector.
    - 7) Submit certified statement regarding compliance with requirements for the proper disposal of tanks required to be removed.
- I. Specification Guide Information – The following information shall be incorporated into the UST specifications. The Professional shall review and modify, as necessary, to suit the specific project requirements.
  1. The Storage Tank and Spill Prevention Act of 1989:
    - a. The Pennsylvania Storage Tank and Spill Prevention Act of 1989 regulates all installation, modification, removal and inspection activities related to aboveground and underground storage systems.
    - b. Each Contractor shall comply with the requirements of the Storage Tank and Spill Prevention Act as it applies to this project.
    - c. Each Contractor, prior to commencement of any work, regulated by the Act, shall provide to the Funding Agency proof of certification by the Department of Environmental Protection as a certified installer or remover.
    - d. Each Contractor, prior to commencement of any work, regulated by the Act, shall provide to the Funding Agency proof of certification by the Department of Environmental Protection for the required certified Inspector on this project.
  2. Regulatory Submittals:
    - a. The certified tank installer shall be responsible for notification and/or submittals required by the Pennsylvania Department of Environmental Protection. All notifications and submittals shall be copied and turned over to the Bureau of Construction, which shall file copies with project records and forward copies to the Funding Agency for the purpose of record keeping required by DEP regulations.

- b. The Pennsylvania Department of Environmental Protection, Bureau of Water Quality Management Regional Office for this project site is:
3. Soil Testing:
- a. The DEP certified installer shall conduct soil testing after removal of the storage tank(s) and pipe systems to measure for contamination which may have occurred during the operation of the system.
  - b. The soil testing shall be conducted in compliance with all DEP and local regulations.
  - c. The certified installer shall take separate samples of the soil and test for specific constituents.
  - d. Samples shall be tested for presence of specific petroleum hydrocarbons, MTBE and lead at former leaded gas UST.
  - e. The certified installer shall submit to DGS the laboratory test results, along with a copy of the methodology of testing, and a quality assurance plan from the testing laboratory.
  - f. All analysis shall be conducted by DEP and EPA Methodology when available.
4. Contaminated Materials:
- a. The certified installer shall notify DEP and obtain approval for disposal of contaminated materials. Materials shall be disposed of in accordance with DEP requirements.
  - b. The landfill area used for disposal of materials shall be certified to receive and bury materials contaminated by petroleum products. The Contractor shall obtain from DEP, a list of certified landfill sites. The certified installer shall make arrangements with and obtain approval from landfill manager prior to hauling material.
  - c. Disposal of contaminated water, sludge, or unusable product (fuel, oil, gasoline) shall be done by a method approved by DEP and the EPA.
  - d. The certified installer shall submit copies of all DEP permits, approvals and letters of notification to the Funding Agency.

## **SECTION 908 - PLUMBING SPECIFICATIONS**

**908.1 PURPOSE.** The purpose is to provide guide information to assist the Small GESA's Professional in the preparation of contract drawings and specification for the various plumbing systems and fire protection system, and to assure consistency in specifications.

**908.2 GENERAL INFORMATION.** The work covered by this specification includes the Plumbing Contractor furnishing all labor, material, equipment and services and performing all operations in connection with the plumbing installation, complete, in strict accordance with this specification and the applicable drawings.

- A. The work includes the following:
  - 1. A complete system of cold and hot water piping and equipment with valved connections to all water-consuming equipment.
  - 2. A complete sanitary drainage system with trapped connections to all fixtures and equipment with extensions to 5' beyond the building line.
  - 3. A complete rainwater drainage system with connections to all rainwater conductors within the building. Plumbing Contractor shall provide roof drains to General Contractor for installation. Roof drain selection shall be coordinated with the roof construction.



4. A complete fire protection system with valved connections, including as applicable; wet and dry standpipe system, sprinkler systems, hose racks, hose valve outlets, siamese connections, and exterior fire hydrants. The Professional shall include and coordinate all sprinkler risers, mains, branch piping, valve stations, and fire pump installations. Any sprinkler requirements that require special attention to layout and location of sprinkler heads shall be noted on the drawings. All hazard classification with flow and area requirements shall also be indicated on the drawings. Results of hydrant flow tests shall be listed on the drawings with the performance date.
  5. A complete system of gas piping to all gas consuming fixtures and equipment, including extension to 5' beyond the building line.
  6. A complete compressed air system including compressors, accumulators, piping and valved connections to indicated equipment.
  7. A complete vacuum system including pumps, piping and valved connections to all vacuum equipment.
  8. A complete air-conditioning condensate drainage system with connections to all equipment, with extensions and indirect connections to storm or sanitary sewer system. If the condensate drains are provided under the HVAC Contract, the Plumbing Contractor shall provide appropriate indirect waste connections.
  9. Furnishing and installing plumbing fixtures.
  10. Furnishing and installing special equipment, complete, including but not limited to water softening equipment, filtering equipment for swimming pools, hydrotherapy pool equipment, and sterilizing equipment.
  11. Rough-in only for kitchen, laundry, laboratory and hospital equipment.
  12. A complete distilled water system with water still, pumps, piping and valved connections to all distilled water outlets.
  13. All screen chambers, oil, grease and lint interceptors and grease traps within the building.
  14. Testing, disinfection of water system, adjusting and placing in operation all systems installed.
- B. The Professional shall comply with the latest applicable codes and regulations:
1. PA UCC – Pennsylvania Uniform Construction Code.
  2. Fire Protection Systems – NFPA
  3. Sprinklers NFPA 13
  4. Life Safety Code – NFPA 101
  5. Accessibility – UCC
  6. Pennsylvania Code – Health Department
  7. Other codes, standards and regulations, as applicable
- C. The Professional is to design to good engineering practices. The Funding Agency reserves the right to direct the Small GESA's Professional to use materials, systems, or equipment that it determines to be in the best interest of the Funding Agency, Project, and/or Commonwealth even if beyond the code requirements.
- D. Electrical Equipment Wiring:
1. All equipment, unless otherwise indicated, for the plumbing system shall be furnished under the Plumbing Contract. The Electrical Contractor shall however, be responsible for furnishing all labor and materials required for the installation and connection of all electrical power wiring to and for this equipment.
  2. In general, all starters and special control equipment required for electrically operated equipment furnished under the Plumbing Contract, such as the pumps and the electrical water heaters will be furnished and installed by the Plumbing Contractor.

## **SECTION 909 - ELECTRICAL SPECIFICATIONS**

**909.1 PURPOSE.** To specify construction materials, methods and contract requirements, determined to benefit DGS included in all applicable projects.

**909.2 APPLICABLE CODES AND REGULATIONS.** Electrical design shall comply with the latest applicable codes:

- A. National Electrical Code – NFPA 70
- B. National Electrical Safety Code – ANSI C2
- C. Life Safety Code – NFPA 101
- D. Pennsylvania UCC
- E. Pennsylvania Code, Department of Health Regulations
- F. City or Local Codes, as applicable
- G. Accessibility – UCC
- H. Other codes, as applicable

**909.3 SPREAD OF FIRE, OR PRODUCTS OF COMBUSTION.** The design and specifications shall be developed in accordance with the following.

- A. All lighting, power, control and fire alarm wiring shall be run in rigid metal conduit, intermediate electrical conduit, electrical metallic tubing, flexible metallic conduit, liquidtight flexible metal conduit, surface metallic raceways, or metal wireways within the parameters established by the National Electrical Code and applicable DGS design parameters.
- B. Plastic conduit, which may produce toxic smoke or contribute to the spread of fire, shall not be used without permission from DGS. Plastic conduit installed underground or in concrete encasement will be acceptable.
- C. Non-metallic sheathed cable or armored cable is not to be used, except with special permission.
- D. All telephone, television, electronic data processing, sound and other telecommunication cables shall be run in conduit as specified above, except as follows:
  - 1. Data processing cables installed under raised floors shall comply with NEC Article 645.
  - 2. Plenum conductors shall be listed as having adequate fire resistant and low smoke producing characteristics. Conductors insulated with materials that produce toxic smoke are not acceptable. The manufacturer of the cable shall certify that its product complies with the above.

**909.4 SURGE PROTECTION.** All electrical systems susceptible to damage by lightning or other surges shall incorporate surge protection to protect the equipment. The equipment shall be protected from surges on the downstream side of the equipment as well as from surges on the incoming lines. Surge protection shall be specified as factory installed on all input and output terminals where the transmitting control panel is interconnected with other buildings for remote annunciation, alarm or data interface.

**909.5 INSTALLATION OF EMERGENCY OR STANDBY GENERATORS.** Contract responsibilities for the furnishing and installing of materials and equipment associated with emergency or

standby generators shall be broken down as described below. The project design and specifications shall be developed in accordance with the following.

A. Scope shall include:

1. Furnish and install concrete pad (minimum 6" high), vibration isolators and anchor bolts for the engine generator set(s).
2. Furnish and install the engine generator set(s).
3. Furnish and install the automatic transfer switch(s).
4. Furnish and install associated lighting and power panels, area protection monitors, etc.
5. Furnish pressure regulator(s) for natural gas or LP fueled engines to the HVAC Contractor for installation.
6. Provide day tank(s) for diesel-fueled generators in place. The HVAC Contractor shall do pipe installation, if not factory-installed.
7. Furnish, install and connect power and control wiring to the engine generator set(s) and all associated equipment.
8. Furnish exhaust mufflers to HVAC Contractor for installation.
9. Furnish and install all engine exhaust piping.
10. Install engine exhaust muffler(s) furnished by Electrical Contractor.
11. Insulate all muffler and exhaust line piping.
12. Furnish and install drip loop(s) in exhaust line piping.
13. Furnish and install LP fuel tank, and piping.
14. Furnish and install UST or AST diesel fuel tanks with levelometers and piping.\*\*
15. Furnish, install and connect all natural gas or LP fuel lines; including flexible connectors.

OR

16. Furnish, install all diesel fuel lines, including flexible connectors.\*\*
17. Provide all excavation and backfill required for installation of underground tanks and fuel lines.
18. Furnish motorized intake louver(s)\* to General Contractor (GC) for installation. (Wired by Electrical Contractor)
19. Furnish exhaust air louver(s)\* to General Contractor for installation.
20. Furnish and install all intake air and exhaust air duct work, including flexible connectors.

\* Finishes to be coordinated by the Small GESA's Professional.

\*\* Small GESA Contractor shall comply with the requirements of the Storage Tank and Spill Prevention Act of 1989 and shall be listed by the Department of Environmental Protection as a certified installer.

- B. Proper specifications and installation will require close coordination between the Small GESA's Professional, its Consultants, and Project Reviewers of the various design disciplines.

**909.6 EMERGENCY AND/OR STANDBY GENERATOR TESTING.** Emergency or standby generators shall be tested at full load for four (4) hours using resistance banks.

- A. Readings of all pertinent data shall be recorded at ten (10) minute intervals for the first two (2) hours, and at thirty (30) minute intervals for the remainder of the test.
- B. In the event that it becomes necessary to abort the test, another full four (4) hour test shall be made after correction of the problem(s).

**909.7 MEDIUM VOLTAGE SHIELDED POWER CABLE AND FUEL TESTING.** Following are cable and field testing specifications for XLP and EPR cable. The selection of the cable type will be the responsibility of the Small GESA's Professional in concurrence with the Funding Agency.

A. EPR Cable:

1. General :

- a. Scope – This specification covers single conductor, ethylene propylene rubber insulated, shielded and jacketed power cable for use at 5,000 or 15,000 volts, 133% insulation level. Cable shall be rated at 90°C for normal operation; 130°C for short circuit conditions. Cables shall be UL listed and designated MV-90 in accordance with the National Electrical Code.
- b. Standards – The cable shall meet or exceed the industry standards of the latest edition of ICEA-NEMA Standard S-68-516, WC-8 and AEIC Standard CS-6.

2. Cable:

- a. Basic Construction – Cable shall have a single Class ‘B’ stranded bare copper conductor, extruded semi-conducting conductor screen, ethylene propylene rubber insulation, extruded semi-conducting insulation screen, copper tape shielding and extruded PVC jacket. The cable conductor screen, insulation and the insulation screen shall be manufactured by employing an in-line triple tandem extrusion process.
- b. Conductor – Annealed copper with concentric lay Class ‘B’ stranding conforming to ASTM B 8 and ICEA S-68-516, Part 2.
- c. Conductor Screen – Extruded layer of semi-conducting ethylene propylene rubber compound shall be applied over the conductor. The DC volume resistivity of the screen shall not exceed 50,000 ohm/cm at 90°C when tested in accordance with AEIC No. CS-6. The conductor screen shall be clean stripping from the conductor and inseparably bound to the overlying insulation.
- d. Insulation – Ethylene propylene rubber with physical and electrical characteristics that comply with the requirements of ICEA Standard S-68-516. The insulation thickness shall be as follows for 133% insulation level.

5 KV -	115 Mils
15KV-	220 Mils

The thickness at any cross-section of the insulation shall not be less than 90% of the specified thickness.

- e. Insulation Screen – Extruded layer of semi-conducting ethylene propylene rubber compound shall be applied over the insulation. The DC volume of resistivity of the screen shall not exceed 50,000 ohm/cm at 90°C when tested in accordance with AEIC No. CS-6. Average thickness shall be in accordance with AEIC.
- f. Metallic Shield – Non-magnetic metallic conducting covering consisting of a 5 mil copper tape helically applied with a minimum overlap of not less than 12.5%.
- g. Cable Jacket – Polyvinylchloride jacket meeting the physical requirements of ICEA. The jacket shall have a minimum average thickness in accordance with ICEA S-68-516.
- h. Identification – The following information shall be permanently printed every 24” on the surface of the jacket.

- 1) Manufacturer/Conductor Size
- 2) And Type/Insulation Type and
- 3) Thickness/% Insulation Level/
- 4) Rated Voltage/MV-90/Year of Manufacture

3. Factory Testing and Certification:

- a. DC Resistance Test – Conductor DC resistance shall meet the requirements of ICEA S-68-516.
- b. AC and DC Voltage Tests – Each reel of cable shall be subjected to AC and DC tests in accordance with Part 6 of ICEA per the cable rated voltage for 133% insulation level. The cable shall be given a five (5) minute AC voltage withstanding test and fifteen (15) minute DC voltage withstand test.
- c. Insulation Resistance – Insulation resistance shall be measured and recorded in megohms per 1,000 ft. and when corrected to 15.6°C the series insulation resistance shall not be less the 50,000 megohms per 1,000 ft.
- d. Corona Discharge – Each reel of cable shall be given a corona discharge test. The test shall be in accordance with AEIC No. CS-6, latest edition. An X-Y recording graph shall be furnished showing corona test results. The maximum partial discharge allowed is 5 pico coulombs.
- e. Certification – For each reel of cable, a certified and notarized factory test report, reel numbers for cable identification with date of manufacturer and testing shall be submitted. Nine (9) copies of this certification and test report shall be submitted through the Project Inspector for approval.

B. XLP Cable:

1. General:

- a. Scope – This specification covers single conductor, cross linked polyethylene insulated, shielded and jacketed power cable for use at 5,000 or 15,000 volts, 133% insulation level. Cable shall be rated at 90°C for normal operation; 130°C for emergency overload conditions; 250°C for short circuit conditions. Cables shall be UL listed and designated MV-90 in accordance with the National Electric Code.
- b. Standards – The cable shall meet or exceed the industry standards of the latest edition of ICEA-NEMA Standard S-66-524, WC-7 and AEIC Standard CS-5.

2. Cable:

- a. Basic Construction – Cable shall have a single Class ‘B’ stranded bare copper conductor, extruded semi-conducting conductor screen, cross-linked polyethylene insulation, extruded semi-conducting insulation screen, copper drain wire shielding and extruded PVC jacket. The cable conductor screen, insulation and the insulation screen shall be manufactured by employing an in-line triple tandem extrusion process.
- b. Conductor – Annealed copper with concentric lay Class ‘B’ stranding conforming to ASTM B 8 and ICEA S-66-524, Part 2.
- c. Conductor Screen – Extruded layer of semi-conducting cross-linked polyethylene compound shall be applied over the conductor. The DC volume resistivity of the screen shall not exceed 50,000 ohm/cm at 90°C when tested in accordance with AEIC No. CS-5. The conductor screen shall be clean stripping from the conductor and inseparably bound to the overlying insulation.
- d. Insulation – Cross-linked polyethylene with physical and electrical characteristics that comply with the requirements of ICEA Standard S-66-524. The insulation thickness shall be as follows for 133% insulation level.

5 KV -	90 Mils
15KV-	220 Mils

The thickness at any cross-section of the insulation shall not be less than 90% of the specified thickness.

- e. Insulation Screen – Extruded layer of semi-conducting cross-linked polyethylene compound shall be applied over the insulation. The DC volume of resistivity of the screen shall not exceed 50,000 ohm/cm at 90°C when tested in accordance with AEIC No. CS-5. Average thickness shall be in accordance AEIC.
- f. Metallic Shield – Soft drawn uncoated copper wires helically applied over the insulation shield. The drain wire shield shall meet the requirements of ICEA S-66-524, Part 4 and UL 1072; minimum of 5,000 circular mils per inch of insulated conductor diameter. A non-metallic separator tape shall be helically applied over the metallic wire shield.
- g. Cable Jacket – Polyvinylchloride jacket meeting the physical requirements of ICEA. The jacket shall have a minimum average thickness in accordance with ICEA S-66-524.
- h. Identification – The following information shall be permanently printed every 24” on the surface of the jacket.
  - 1) Manufacturer/Conductor Size
  - 2) And Type/Insulation Type and
  - 3) Thickness/% Insulation Level/
  - 4) Rated Voltage/MV-90/Year of Manufacture

3. Factory Testing and Certification:

- a. DC Resistance Test – Conductor DC resistance shall meet the requirements of ICEA S-66-524.
- b. AC and DC Voltage Tests – Each reel of cable shall be subjected to AC and DC tests in accordance with Part 6 of ICEA per the cable rated voltage for 133% insulation level. The cable shall be given a five (5) minute AC voltage withstand test and a fifteen (15) minute DC voltage withstand test.
- c. Insulation Resistance – Insulation resistance shall be measured and recorded in megohms per 1,000 ft. and when corrected to 15.6°C the series insulation resistance shall not be less than 50,000 megohms per 1,000 ft.
- d. Corona Discharge – Each reel of cable shall be given a corona discharge test. The test shall be in accordance with AEIC No. CS-5, latest edition. An X-Y recording graph shall be furnished showing corona test results. The maximum partial discharge allowed is 5 pico coulombs.
- e. Certification – For each reel of cable, a certified and notarized factory test report, reel numbers for cable identification with date of manufacture and testing shall be submitted. Nine (9) copies of this certification and test report shall be submitted through the Project Inspector for approval.

C. Field Testing:

1. General:

- a. Scope – Field testing cables, splices and terminations shall consist of a non-destructive, direct current, dielectric test for insulation of primary cable system using ICEA standard procedure.
- b. The Electrical Contractor shall notify the Funding Agency two (2) weeks prior to the date of tests. Tests must be witnessed by representatives of the Funding Agency.
- c. Testing shall be by an independent testing firm acceptable to the Funding Agency. Testing is not to be by the Electrical Contractor. All tests shall be made by a qualified field technician especially trained for dielectric testing and interpretation of results and regularly engaged in dielectric testing.

- d. The Electrical Contractor shall be responsible for disconnecting and reconnecting existing equipment as required to make these tests.
  - e. If at any time during the test procedure, the test is stopped due to excessive readings, the installation shall be checked to locate the problems. Corrective measures shall be taken prior to continuing the test.
2. Cable, Splicing and Termination Testing:
- a. Scope – All new cables, including all splices and termination, shall be tested after installation prior to being energized. All cables not under test shall be properly grounded and tied to the shield of the cable under test. If it is necessary to repeat a test, the capacitance and absorption current shall be discharged by grounding the conductor for sufficient time to allow complete drainage. If the cable has been energized prior to testing, the capacitance shall be completely discharged by grounding the conductor in an approved manner.
  - b. Field Testing – Tests performed and recorded shall be of the following types:
    - 1) Step Voltage Tests for New Cable Circuits
    - 2) Step Voltage and Time Resistance (Polarization Index) Tests for Existing Circuits
  - c. An installation having only new cable, splices and termination shall be tested as follows:
    - 1) 5 KV System – Test to 25 KV DC
    - 2) 15 KV System – Test to 55 KV DC\* (\*64 KV DC for cable only)
    - 3) Under no circumstances is the test voltage to exceed 80% of the manufacturer’s original DC over-voltage acceptance test
  - d. An installation consisting of a combination of new and existing cables, splices and terminations shall be tested as follows:
    - 1) 5 KV System – Test to 20 KV DC provided the existing system passes the meggar test
    - 2) 15 KV System – Test to 35 KV DC provided the existing system passes the meggar test
    - 3) Lower test voltages may be used upon direction from the Funding Agency or DGS
    - 4) Under no circumstances is the test voltage to exceed 60% of the manufacturer’s original DC over-voltage acceptance test
  - e. The results shall be plotted in the form of a curve on kilovolt-megohm paper.
  - f. In the step voltage tests, voltage shall be applied evenly to the insulation in ten (10) consecutive steps of a specified magnitude or steps equal to the kilovolt rating (whichever is the lower), starting at a pre-selected and specified initial value. Voltage shall be held at each step for one (1) minute and current readings shall be taken and recorded at the end of each one (1) minute period for each voltage step. For certain very long cables, the test current will not have stabilized at the end of one (1) minute. In these cases, each step shall be held for two (2) minutes or for sufficient time to allow for stabilization of the capacitance and absorption currents. In conducting the test, the voltage shall not be increased or decreased during the time period. At the completion of the step voltage test and when the maximum specified voltage is achieved, the voltage shall be held at this maximum for ten (10) minutes and current readings taken and recorded.
  - g. In the Polarization Index Test, a specified constant test voltage shall be applied for ten (10) minutes to each conductor, recording insulation resistance at 1/4, 1/2 and 3/4 and one (1) minute and every minute thereafter. The Polarization index (ratio of ten (10) minute insulation resistance to one (1) minute insulation resistance) shall be at least 1.00 to permit application of high potential in the step voltage test.





**Section B      Drawing Standards**

- B1            Cover Sheet Layout
- B2            Cover Sheet Title Block
- B3            Standard Sheet Title Block

**Section C      Miscellaneous Items**

- C1            List of Regulatory Approvals/Permits – Status Report
- C2            Boiler System Test Report
- C3            Receipt for Test Boring Result Drawings
- C4            Sample Electrical Panel Schedule
- C5            Funding Agency Design Submission Approval Form
- C6            Exceptions to L & I Special Inspections

**Section D      HazMat Protocol**

- D1            Protocol Regarding Asbestos, Lead, PCB's/Mercury, Radon and Other Hazardous Materials

**SMALL GESA PROJECT**  
**CONSTRUCTION DOCUMENT SUBMISSION CHECKLIST**

Project Number: \_\_\_\_\_ Submission Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

(The Professional shall submit 2 discs with each item listed; if not included, don't submit the disc.)

1	<input type="checkbox"/> Transmittal Letter (w/ this Construction Documents Submission Checklist attached)	
2	<input type="checkbox"/> Code Review and Analysis	
3	<input type="checkbox"/> Project Specifications (bound together as a Project Manual)	
4	<input type="checkbox"/> All Construction Drawings w/ Cover Sheet	
5	<input type="checkbox"/> Report Summarizing the Status of All Utilities	
6	<input type="checkbox"/> List of Required Regulatory Approvals/Permits – Status Report with copies of all applications/approvals	
7	<input type="checkbox"/> Geotechnical Report and All Other Reports (if applicable)	
8	<input type="checkbox"/> Letter From Small GESA Contractor's Professional, confirming compliance with Geotechnical Consultant's Recommendations	
9	<input type="checkbox"/> Final Engineering Calculations: <input type="radio"/> HVAC <input type="radio"/> Plumbing <input type="radio"/> Fire Protection <input type="radio"/> Electrical	
10	<input type="checkbox"/> Funding Agency's Final Design Approval Letter	

**Submit Final Documents to L&I for UCC Review/Approval and Building Permit after you receive the Construction Documents Submission Acceptance Letter from the Funding Agency.**

1 3/4"
34 1/2"
3/4"

5"
3/4"

3/4"
28 1/2"
3/4"

5"
3/4"

# COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES

HARRISBURG, PENNSYLVANIA

Xxxxxx X. XXXXXXXX, Governor      Xxxxxx X. XXXXXXXX, Secretary

**PROJECT NO. D.G.S. 578-12 PHASE 1  
ERIE CIVIC HUMAN RESOURCES CENTER**  
ERIE, ERIE COUNTY, PENNSYLVANIA

(VOLUME OF )

**COVER SHEET INSTRUCTIONS**

-Cover Sheet layout may be varied as determined by the Project Professional; however, all pertinent information must be included with adjustments, as applicable to particular projects.

-Do not place lists of abbreviations, material legends or symbols on Cover Sheet.

-Include diagrammatic Project Location Map, Vicinity Map, and Institutional Map or Campus Plan.

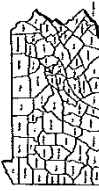
**INDEX TO DRAWINGS**

<p>ARCHITECT / PROFESSIONAL RIVERSIDE ARCHITECTURAL PARTNERSHIP 1234 MAIN STREET ERIE, PA PHONE: (816) 246-3208</p>	<p>STRUCTURAL ENGINEERING CONSULTANT BIRKENSTOCK ENGINEERS 7890 NORTH SECOND AVENUE PITTSBURGH, PA</p>	<p>MECHANICAL ENGINEERING CONSULTANT BUTNDOWN ENGINEERS 7654 EAST 42ND STREET JOHNSTOWN, PA</p>
<p>CS-1 Cover Sheet</p> <p>General Construction Contract No. DGS 578-12 Phase 1.1</p> <p>CIVIL DWGS. C-1 C-2</p> <p>ARCHITECTURAL DWGS. AHE-1 A-2 A-3</p> <p>STRUCTURAL DWGS. S-1 S-2 S-3</p>	<p>H.V.A.C. Construction Contract No. DGS 578-12 Phase 1.2</p> <p>HVAC DWGS. AHIE-1 H-2 H-3</p>	<p>Plumbing Construction Contract No. DGS 578-12 Phase 1.3</p> <p>PLUMBING DWGS. P-1 P-2 P-3</p> <p>FIRE PROTECTION DWGS. FP-1 FP-2 FP-3</p>
<p>Electrical Construction Contract No. DGS 578-12 Phase 1.4</p> <p>ELECTRICAL DWGS. AHE-1 E-2 E-3</p>	<p>Cover Sheet title block (See full scale sample)</p>	


CODE APPROVALS

5"      3/4"


PROJECT LOCATION MAP




VICINITY MAP



CAMPUS/KEY PLAN





APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

DRAWING: \_\_\_\_\_


PROJECT TITLE:  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG, PENNSYLVANIA

PROJECT NO. DGS 578-12 PHASE 1  
COUNTY: PENNSYLVANIA  
SHEET NO. OF 1

COVER SHEET

SHEET NO. CS-1

List Approval Numbers and Dates for each applicable Agency.

	5"	
	Drawings Listed In Index	
	APPROVED _____	DATE _____
	Xxx X. Xxxxx, X.X., Director Bureau of Engineering & Architecture Department of General Services	
	 SEAL	
	Professional's Signature _____	Date _____
	<b>JOHN E. SMITH &amp; ASSOCIATES</b> ARCHITECTS & ENGINEERS 208 MAIN STREET, SUITE 4 HARRISBURG, PENNSYLVANIA	
	<b>COMMONWEALTH OF PENNSYLVANIA</b> <b>DEPARTMENT OF GENERAL SERVICES</b> HARRISBURG, PENNSYLVANIA	
	PROJECT NO. DGS XXXX-XX PHASE 1	
	<b>PROJECT TITLE</b> PROJECT LOCATION COUNTY, PENNSYLVANIA	
	<b>COVER SHEET</b>	
	DRAWN BY	DATE
	CHECKED BY	SCALE
	DRAWING NO.	
	<b>CS-1</b> (VOLUME OF )	

8"  
 1 1/4"  
 2 3/4"  
 1"  
 1"  
 1/2"  
 1 1/8"  
 5/8"  
 1/2"  
 1/2"

**TITLE BLOCK:** For use on the Cover Sheet, only.  
 This is a sample. Edit with the correct information for  
 Project No., Project Title and Location, Professional's  
 Name & Address, Director's Name, Date, etc.

	5"	
AS REQUIRED		
	DESCRIPTION	DESCRIPTION
	AS-BUILT REVISIONS	
2 3/4"	SEAL	SEAL
	Professional's Signature	Date
	Consultant's Signature	Date
1"	<b>JOHN E. SMITH &amp; ASSOCIATES</b> ARCHITECTS & ENGINEERS 208 MAIN STREET, SUITE 4 HARRISBURG, PENNSYLVANIA	
1"	<b>COMMONWEALTH OF PENNSYLVANIA</b> <b>DEPARTMENT OF GENERAL SERVICES</b> HARRISBURG, PENNSYLVANIA	
1/2"	<b>PROJECT NO. D.G.S. XXXX-XX PHASE 1</b>	
1 1/8"	<b>PROJECT TITLE</b> PROJECT LOCATION COUNTY, PENNSYLVANIA	
5/8"	<b>SITE PLAN</b>	
1/2"	DRAWN BY	DATE
1/2"	CHECKED BY	SCALE
	DRAWING NO.	
	A-1	

**TITLE BLOCK:** For all drawings other than the Cover Sheet. This is a sample. Edit with the correct information for Project No., Project Title and Location, Professional's Name & Address, Drawing Title, Drawing No., Date, etc.

## LIST OF REGULATORY APPROVALS / PERMITS – Status Report

Project Number: \_\_\_\_\_ Time Period: \_\_\_\_\_

Project Location: \_\_\_\_\_ Funding Agency: \_\_\_\_\_

Professional Firm: \_\_\_\_\_

NO.	ITEM	GRANTING AUTHORITY	STATUS REPORT (Incl. anticipated approval date)
1	Local Approvals (as applicable)	Municipality	
2	Zoning Permit	Municipality	
3	Storm Water Mgt. Approval	Municipality/ County	
4	Soil Erosion and Sedimentation Control Permit	Municipality/ County	
5	Land Development Plan/ Subdivision Approval	Municipality/ County	
6	PA. UCC Approval (incl. Building Permit)	L & I	
7	Pa. Natural Diversity Index	D.C.N.R.	
8	Highway Occupancy Permit	PennDOT	
9	Sanitary Sewer Module	D.E.P.	
10	Underground Tanks Approval	L&I/ D.E.P.	
12	Flood Plain Approval	D.E.P.	
13	Wetlands Approval	D.E.P.	
14	Archaeological Approval	P.H.M.C.	
15	Historical Building Approval	P.H.M.C.	
16	NPDES Approval	D.E.P.	

**Instructions to Professional: Add additional Permits/Approvals, as applicable, for complete list of all required for the Project.**  
**Attach copies of all approval letters, as applicable.**

Date: \_\_\_\_\_

## **BOILER SYSTEM TEST REPORT**

PROJECT NO. D.G.S. \_\_\_\_\_

\_\_\_\_\_ (Coal, Gas, Oil) Boiler

\_\_\_\_\_ (Funding Agency)

PREPARED BY:

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Representing)

REPORT DATE:

\_\_\_\_\_

### **SAMPLE GUIDE**

Date: \_\_\_\_\_

**REPORT OF BOILER SYSTEM TEST**

The attached report of the Boiler System Test of Project Number D.G.S. \_\_\_\_\_, High Pressure Boiler, \_\_\_\_\_ (Funding Agency and Location) \_\_\_\_\_, has been prepared for the Department of \_\_\_\_\_ by \_\_\_\_\_ (Contractor) \_\_\_\_\_.

**SAMPLE**

Testing Agent: \_\_\_\_\_

Witnessed By: \_\_\_\_\_  
(Department of \_\_\_\_\_)

Approved By: \_\_\_\_\_  
(Professional)

Date: \_\_\_\_\_

Approved By: \_\_\_\_\_  
(Department of - Agency - )

Date: \_\_\_\_\_



**BOILER SYSTEM TEST REPORT**

I. PROJECT IDENTIFICATION

Project No. D.G.S. \_\_\_\_\_

High Pressure Boiler

\_\_\_\_\_ (Funding Agency) \_\_\_\_\_

\_\_\_\_\_ (Location) \_\_\_\_\_

Test Dates: \_\_\_\_\_

Test Dates: \_\_\_\_\_

II. SYSTEM DESIGN

A. Equipment (\*)

Boiler: (Provide description, model number(s) and serial number(s) of all equipment)

Instrumentation:

Fuel Oil Service Pump:

Chemical Feed System:

(\*) For coal fired included all associated system equipment – See \_\_\_\_\_.

B. Predicted Performance – Boiler/Burner – No. 2 Fuel Oil

	<b>MINIMUM<sup>1</sup></b>	<b>MAXIMUM HOUR PEAK</b>
Actual evaporation, lbs/hr	10,000	70,000
Operation pressure, psig	150	150
Steam quality, %	99.5	99.5
Steam temperature at nozzle, °F	366	366
Feedwater temperature, °F	212	212
CO <sup>2</sup> at boiler outlet, %	12.8*	13.4*
Gas temperature at boiler outlet, °F	410	505
Total weight of exit gas, lbs/hr	11,310	77,955
Fuel burning rate, lbs/hr	650	4,480
Draft loss through boiler, WG	0.17	5.75
BTU release/ft <sup>3</sup> gross furnace volume	7,540	52,160
Efficiency complete unit, %	81.3	82.3

\* Air Atomization

**SAMPLE**

<sup>1</sup> Data is to be provided by the boiler manufacturer and to be included as part of Contractor's bid package – See \_\_\_\_\_ for coal-fired boiler.

C. Fuel Analysis

<b>Fuel Oil No. 2</b>	
Specific gravity, API	0.844
Viscosity, SSU, @ 60°F	40.6
Sulfur, Wt. %, Maximum	0.15
Weight, lbs/gal	7.030
BTU, as fired	136,544

(Data from Laboratory Analysis)

### III. OPERATING DATA – (Data as Result of Test)

<b>Fuel Oil No. 2</b>	
<b>Evaporation</b>	
Maximum lbs/hr	62,000
Minimum lbs/hr	5,000
Average lbs/hr	21,160
Total lbs/96 hrs	2,031.330
<b>Steam Conditions</b>	
Drum pressure, psig	150
Outlet temperature, °F	401
Enthalpy, saturated steam, BTU/lbs	1195.6
Purity, calorimeter, %	99.5
<b>Feedwater Conditions</b>	
Temperature to boiler, °F	224
Enthalpy, feedwater, BTU/lbs	192.17
Blowdown, % (approximately)	10.0
<b>Fuel</b>	
Consumed, gallons	16,452
BTU/gallons	136,544

### IV. EFFICIENCY CALCULATIONS (Calculated for Test Data)

#### A. Fuel Oil No.2

$$\% \text{ Eff.} = \frac{W_s (h-h_f) + W_b \times h_{fl}}{V_o \times H_v} \times 100$$

Ws	Weight steam produced, lbs
Wb	Weight blowdown, lbs
Vo	Volume oil, gallons
H	Enthalpy saturated steam, BTU/lbs
Hf	Enthalpy feedwater, BTU/lbs
Hv	Heating value fuel, BTU/gal
Hfl	Enthalpy blowdown, BTU/lbs

#### SAMPLE

$$\% \text{ Eff} = \frac{2,031,330 (1195.6 - 192.17) + 20,313 (173.83)}{16,452 \times 136,544} \times 100 = 90.7$$

V. OBSERVATIONS (Information Prepared by Testing Agent)

- A. The boiler performance test was conducted on \_\_\_\_\_ (Date) \_\_\_\_\_ and \_\_\_\_\_ (Date) \_\_\_\_\_, in accordance with the Funding Agency's standard boiler system testing procedures. The primary interest of the test was to determine the ability of the boiler system components furnished and installed under Project No. D.G.S. \_\_\_\_\_, to satisfy the requirements of the system under normal institutional steam demand. No. 2 fuel oil was burned for the entire ninety-six (96) hour test.
- B. A capacity test of approximately one (1) hour duration was run. Difficulty was experienced at peak of \_\_\_\_\_ lbs. per hour. The lack of sufficient quantity of boiler feedwater resulted in this limitation of capacity.
- C. The ninety-six (96) hour test was started at 10:00 A.M. on \_\_\_\_\_ (Date) \_\_\_\_\_, and ended at 10:00 A.M. on \_\_\_\_\_ (Date) \_\_\_\_\_. No difficulties were encountered other than the limitation as detailed in Paragraph B.
- D. The calculated overall boiler efficiency was 90.7%. This obviously high calculated efficiency is believed related to: (1) the steam flow recorder calibration factor and need to change orifice size and (2) an oil flow meter range below that recommended by the meter manufacturer.
- E. Difficulty was experienced in feeding the boiler at near peak conditions while using the existing Funding Agency boiler feedwater system. Peak boiler steam capacity was not obtained.
- F. The smoke density of combustion gases was satisfactory and in compliance with DEP regulations.
- G. The boiler water chemical control was not satisfactory. Concentrations exceeded recommended control limits throughout the test.
- H. The boiler chemical feed system failed on the third day of the test due to cutout of electrical overload in pump motor. Piping restrictions would cause such a condition.
- I. The installation, operation and performance of the system components were satisfactory except as follows:
- ❖ Funnel drain to discharge overflow from injector was inadequately sized resulting in flooding boiler room floor. Drain piping size should be increased.

**SAMPLE**

- ❖ The orifice related to the Bailey steam flow recorder should be changed so as to have the recorded flow read direct without correction factor.

VI. SUMMARY (Information Prepared by Testing Agency)

- A. The results of the test were satisfactory with the exception of items listed under VI above. Those items considered to be the responsibility of the Mechanical Contractor should be corrected promptly. Other items of a design nature are offered for consideration by the Authority. Some items are the responsibility of the Funding Agency. All safety controls and lockout devices were tested and found to be satisfactory.

VII. RECOMMENDATIONS (Provided by Design Engineer)

- ❖ Shall verify test results are proper.
- ❖ Shall comment as to action to be taken regarding any noted deficiencies, if any.
- ❖ Shall recommend acceptance or qualified rejection of boiler and provide action to be taken.
- ❖ For coal fired boilers, the Contractor shall obtain from DEP, Bureau of Air Quality Management 'Certification to Operate'. A copy shall be included in report.

VIII. ATTACHMENTS

- A. Data sheets, Boiler System Test (for each test day)
- B. Steam Flow Recorder Charts (for each test day)
- C. Fuel Analysis
- D. List of Representatives in Attendance (for each test day)
- E. Copy of 'Certificate to Operate'

**SAMPLE**

# SAMPLE ELECTRICAL PANEL SCHEDULE

LOAD SERVED	COND.	GND.	WIRE SIZE	WIRE NO.	AMPS	POLES	POLE NO.	KW PER PHASE			POLES	POLES	AMPS	WIRE NO. SIZE	GND. COND.	LOAD SERVED
								A	B	C						
AHU-2	3/4	10	10	3	20	3	2	1.0			2	2	12	3/4	AHU-1	
EC-1	3/4	12	12	2	20	1	7	0.8			8	2	12	3/4	EC-2	
EC-3	3/4	12	12	2	20	1	9		0.2		10	2	12	3/4	EC-4	
EXTERIOR RECEPTACLE	3/4	12	12	2	20	1	11			5.5	0.2	2	12	3/4	CHILLER HEAT TAPE	
RECEPTACLES	3/4	12	12	2	20	1	13				14	2	12	3/4	RECEPTACLES	
FOLDING DOOR POWER	3/4	12	12	2	20	1	15		0.2		16	2	12	3/4	GARAGE DOOR POWER	
CLOCK POWER/LIGHT	3/4	12	12	2	20	1	17	1.0	0		18	2	12	3/4	PUMPS CP-2, CP-3	
CANOPY LETTERS	3/4	12	12	2	20	1	19	0.8	0		20	2	12	3/4	EXT. LIGHT CONTROL	
RECEPTACLES	3/4	12	12	2	20	1	21		1.2		22	2	12	3/4	RECEPTACLES	
RECEPTACLES	3/4	12	12	2	20	1	23		1.2		24	2	12	3/4	RECEPTACLES	
RECEPTACLES	3/4	12	12	2	20	1	25		1.2		26	2	12	3/4	RECEPTACLES	
RECEPTACLES	3/4	12	12	2	20	1	27	0.8			28	2	12	3/4	RECEPTACLES	
RECEPTACLES	3/4	12	12	2	20	1	29		0.2		30	2	12	3/4	SPARE	
BOOKSTORE TRACK	3/4	12	12	2	20	1	31		5.5		32	2	12	3/4	BOOKSTORE TRACK	
BOOKSTORE TRACK	3/4	12	12	2	20	1	33	5.5		0.2	34	2	12	3/4	SPARE	
BOOKSTORE TRACK	3/4	12	12	2	20	1	35		0	0.2	36	2	12	3/4	LOBBY DISPLAY TRACK	
LOBBY DISPLAY TRACK	3/4	12	12	2	20	1	37		0		38	2	12	3/4	LOBBY DISPLAY TRACK	
LOBBY DISPLAY TRACK	3/4	12	12	2	20	1	39	0		0	40	2	12	3/4	SPARE	
SPARE	3/4	12	12	2	20	1	41		0		42	2	12	3/4	SPARE	
TOTAL KILOWATTS PER PHASE								7.3	6.5	6.3	2.0	1.4	1.0			

TOTAL A PHASE KILOWATTS = 9.0  
 TOTAL B PHASE KILOWATTS = 7.9  
 TOTAL C PHASE KILOWATTS = 7.3  
 TOTAL 3 PHASE KILOWATTS = 24.2

TOTAL A PHASE AMPS = 75  
 TOTAL B PHASE AMPS = 66  
 TOTAL C PHASE AMPS = 61  
 TOTAL 3 PHASE AMPS = 67

**FUNDING AGENCY DESIGN SUBMISSION**  
**APPROVAL FORM**

Project Number: \_\_\_\_\_ Phase \_\_\_\_\_ Part \_\_\_\_\_ Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The \_\_\_\_\_ has completed its review of the Construction Document Submission on the Small GESA Project dated \_\_\_\_\_, for the above-referenced Project, and hereby accepts and approves the design of the project with comments, if any attached to this sheet

APPROVED BY:

\_\_\_\_\_

Funding Agency Representative

Date

\_\_\_\_\_

Title

cc: Project Coordinator



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

April 18, 2007

Bureau of Occupational & Industrial Safety  
UCC Plans Review Division  
7<sup>th</sup> and Forster Street  
Harrisburg, PA 17121  
Attn: Mr. Ron Seiler

Re: Special Inspections

Dear Mr. Seiler:

Thank you for meeting with Ron Blauch and Dwight Herrmann on April 12<sup>th</sup> to discuss Special Inspections. We want to reassure you that we shall continue to demand of our Professionals full compliance with the Code, leading up to the final execution of the Special Inspections and Observations Statement indicating compliance with the approved plans and specifications and all applicable provisions of the UCC.

As discussed, we have summarized Special Inspections items appearing in the 2006 edition of the International Building Code for which we would like clarification of acceptable practice. We propose for your approval the following:

Table 1704.3 Item 2.b Inspection of bolt tightening for slip-critical Connections

If Direct Tension Indicator Washers or Twist-Off bolts or other systems providing visual verification of proper tightening are used, continuous inspection of bolt tightening is not required.

Table 1704.3 Item 5.a.1-3 Inspection of groove and fillet welds

If Liquid Penetrant, Magnetic Particle, Ultrasonic Contact, or Radiographic Examination is performed on fifteen (15) percent of critical welds, continuous inspection of the welding process is not required.

Table 1704.4 Item 3 Inspect embedded bolts where allowable loads have been increased per Para 1912.5

Continuous inspection is interpreted to mean inspection of all installed bolts prior to placing concrete.

Table 1704.4 Item 5 Making cylinders, performing slump and air tests and recording temperature of concrete

Qualified Contractor personnel, with oversight by the Special Inspector, may make cylinders; perform slump and air tests and record concrete temperature.

Table 1704.4 Item 6 Inspection of concrete placement

Inspection of every concrete pour is not mandatory, providing the inspector exercises oversight and approves application techniques. Shotcrete placement is to be continuously inspected.

Table 1704.5.1 Item 4 Inspection of grout and rebar placement in CMU

Continuous inspection of CMU grouting is not required if all grouted cores are marked and twenty (20) percent of the core columns are examined with a rebar locator and ultrasound or drilling to verify grout placement.

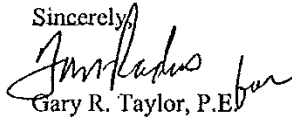
Bureau of Engineering & Architecture  
Room 203, 18<sup>th</sup> & Herr Streets, Harrisburg, PA 17125  
Phone (717) 787-3709 Fax (717) 772-2036

Table 1704.5 Item 4 Test compaction of controlled fill

The Contractor's independent Quality Control Agent may perform compaction tests under the oversight of the Special Inspector, providing the Special Inspector approves all results and operating procedures and performs random independent check tests.

It is our intent to distribute our final understanding to all parties involved in design or construction of Commonwealth projects who are involved with Special Inspections.

Sincerely,



Gary R. Taylor, P.E.  
Director  
Bureau of Engineering & Architecture

xc: Tom Rados  
Ron Blauch  
Dwight Herrmann  
Directors File  
Central File

Bureau of Engineering & Architecture  
Room 203, 18<sup>th</sup> & Herr Streets, Harrisburg, PA 17125  
Phone (717) 787-3709 Fax (717) 772-2036





BUREAU OF OCCUPATIONAL AND INDUSTRIAL SAFETY  
HARRISBURG, PA 17120

717-787-3806

Fax: 717-783-5002

[www.dli.state.pa.us](http://www.dli.state.pa.us)

May 07, 2007

Gary R. Taylor, P.E.  
Director  
Bureau of Engineering & Architecture  
Room 203  
18<sup>th</sup> & Herr Streets  
Harrisburg, Pa. 17125

Re: Special Inspections

Dear Mr. Taylor,

Please be informed that upon a review of the Bureau of Engineering & Architecture's Special Inspection summary, submitted to this Department on April 18, 2007, we find no opposition to your special inspection program as presented.

It is our opinion that your inspection and test program, as summarized, meets both the spirit and the intent of the 2006 International Building Code chapter 17. However, be advised, that thru the adoption of future triennial code editions, we may have to revisit this matter if the testing and inspection requirements were to change.

If I can be of any further assistance please do not hesitate to contact me at 717-787-2525 of email at [rseiler@state.pa.us](mailto:rseiler@state.pa.us).

Sincerely,

Ronald Seiler BCO

Chief

Buildings Plan Review Division

Cc: Edward Leister  
File

## Department of Conservation & Natural Resources

# **PROTOCOL REGARDING ASBESTOS, LEAD, PCB'S/MERCURY, RADON AND OTHER HAZARDOUS MATERIALS**

<u>SECTION</u>	<u>TITLE</u>
A.	Small GESA's Professional's Responsibilities to DGS and DCNR
B.	Sample Hazardous Materials Survey RFP Letter
C.	Sample Quality Assurance Hazmat Monitoring RFP Letter
D.	Guidance Spec for Removal of Asbestos-Containing Materials
E.	Guidance Spec for Disturbance of Lead-Containing Surface Coatings
F.	Guidance Spec for Removal/Disposal of PCB and Mercury-Containing Materials
G.	Guidance Spec for Radon Testing and Mitigation Design
H.	Lead-Based Paint Guidance Note for Drawings

# **APPENDIX K**

## **DCNR - Western Region - Energy Data**

## Forestry Utility Electricity by Forest District

FD	2012-13	2013-14	2014-15	Total SF	Cost Per SF
Forest Dist #4	\$12,118.84	\$17,519.47	\$13,771.46	41,800	\$0.33
Forest Dist #6	\$6,687.55	\$5,791.18	\$5,240.95	16,467	\$0.32
Forest Dist #8	\$6,366.63	\$6,709.87	\$6,789.62	18,263	\$0.37
Forest Dist #14	\$3,468.12	\$3,329.41	\$2,839.50	16,818	\$0.17

## Forestry Utility Water & Sewer by Forest District

FD	2012-13	2013-14	2014-15	Total SF	Cost Per SF
Forest Dist #4	\$1,784.65	\$1,862.38	\$1,948.57	41,800	\$0.05
Forest Dist #6	\$955.65	\$812.60	\$1,834.79	16,467	\$0.11
Forest Dist #8	\$1,418.92	\$1,295.08	\$1,394.93	18,263	\$0.08
Forest Dist #14	\$518.95	\$610.99	\$1,225.87	16,818	\$0.07

## Forestry Utility Heating Fuel by Forest District

FD	2012-13	2013-14	2014-15	Total SF	Cost Per SF
Forest Dist #4	\$18,159.95	\$18,644.21	\$18,365.69	41,800	\$0.43
Forest Dist #6	\$7,143.63	\$7,625.80	\$8,408.41	16,467	\$0.43
Forest Dist #8	\$1,995.83	\$1,993.31	\$1,037.00	18,263	\$0.11
Forest Dist #14	\$2,867.40	\$1,890.42	\$615.39	16,818	\$0.17

## Forestry Utility Totals by Forest District

FD	Electric 2014-15	Water & Sewer 2014- 15	Heating Fuel 2014-15	Total SF	Cost Per SF
Forest Dist #4	\$13,771.46	\$1,948.57	\$18,365.69	41,800	\$0.82
Forest Dist #6	\$5,240.95	\$1,834.79	\$8,408.41	16,467	\$0.94
Forest Dist #8	\$6,789.62	\$1,394.93	\$1,037.00	18,263	\$0.50
Forest Dist #14	\$2,839.50	\$1,225.87	\$615.39	16,818	\$0.28

## State Park Utility Electricity by Park

State Park	2014 -15	Cabins/Cottages	Campground	WTP	STP	Total SF	Cost Per SF
Clear Creek SP	\$23,437.14	Yes	Yes	Yes	No	320	\$73.24
Cook Forest SP	\$57,497.40						
Keystone SP	\$34,851.85	Yes	Yes	Yes	Yes	34,320	\$1.02
Laurel Hill SP Com	\$52,211.92	Yes	Yes	Yes	Yes	231,870	\$2.66
Moraine SP	\$114,460.44	Yes	No	Yes	Yes	101,693	\$1.13
Ohiopyle SP	\$66,950.68	Yes	Yes	No	Yes	14,223	\$4.71
Point SP	\$144,198.27	No	No	No	No	9,300	\$15.51
Presque Isle SP	\$154,648.01	No	No	No	Yes	121,281	\$1.28
Pymatuning SP	\$124,013.84	Yes	Yes	Yes	Yes	113,855	\$1.09
Raccoon Creek SP	\$74,970.86	Yes	Yes	Yes	Yes	124,378	\$0.60

Insufficient data

Insufficient data



## Park Utility Water & Sewer by State Park

State Park	2012-13	2013-14	2014-15	Total SF	Cost Per SF	
Clear Creek SP						No data given
Cook Forest SP						No data given
Keystone SP	\$13,199.57	\$17,176.42	\$15,460.85	12,289	\$1.26	
Laurel Hill SP Com	\$9,195.21			89,170	\$0.10	
Moraine SP	\$22,327.02	\$25,094.66	\$9,941.49	45,912	\$0.22	
Ohiopyle SP	\$33,842.99	\$33,822.82	\$31,487.36	0		No SF data
Point SP	\$23,190.48	\$18,047.28		0		No SF data
Presque Isle SP	\$29,680.89	\$33,973.73	\$35,823.68	95,417	\$0.38	
Pymatuning SP	\$123,090.54	\$140,529.97	\$132,611.28	19,785	\$6.70	
Raccoon Creek SP						No data given

## Park Utility Heating Fuel by State Park

State Park	2012-13	2013-14	2014-15	Total SF	Cost Per SF
Clear Creek SP	\$14,451.83	\$29,353.27	\$24,332.01	19,416	\$1.25
Cook Forest SP	\$7,269.69	\$11,081.47	\$11,291.61	8,400	\$1.34
Keystone SP	\$2,844.80	\$3,593.06	\$3,355.50	12,289	\$0.27
Laurel Hill SP Com	\$19,137.82	\$34,851.40	\$19,934.43	89,170	\$0.22
Moraine SP	\$14,562.47	\$15,484.84	\$12,126.44	45,912	\$0.26
Ohiopyle SP	\$13,215.43	\$33,733.72	\$11,281.98	0	No SF data
Point SP	\$4,622.66	\$3,777.14	\$2,759.74	0	No SF data
Presque Isle SP	\$41,786.21	\$65,250.45	\$50,340.85	95,417	\$0.53
Pymatuning SP	\$23,881.70	\$4,905.61	\$16,105.69	19,785	\$0.81
Raccoon Creek SP	\$22,531.66	\$33,621.98	\$11,411.32	53,641	\$0.21

State Park	Electric 2014-15	Water & Sewer 2014-15	Heating Fuel 2014-15	Total SF	Cost Per SF
Clear Creek SP	\$23,437.14	No data	\$24,332.01	19,736	\$2.42
Cook Forest SP	\$57,497.40	No data	\$11,291.61	8,400	\$8.19
Keystone SP	\$34,851.85	\$15,460.85	\$3,355.50	93,218	\$0.58
Laurel Hill SP Com	\$52,211.92	\$9,195.21	\$19,934.43	321,040	\$0.25
Moraine SP	\$114,460.44	\$9,941.49	\$12,126.44	147,605	\$0.92
Ohiopyle SP	\$66,950.68	\$31,487.36	\$11,281.98	14,223	\$7.71
Point SP	\$144,198.27	\$20,618.88	\$2,759.74	9,300	\$18.02
Presque Isle SP	\$154,648.01	\$35,823.68	\$50,340.85	216,698	\$1.11
Pymatuning SP	\$124,013.84	\$132,611.28	\$16,105.69	133,640	\$2.04
Raccoon Creek SP	\$74,970.86	No data	\$11,411.32	178,019	\$0.49

2012-2013 W&S

Average of previous years W&S

<b>State Park</b>	<b>Electric 2014-15</b>
Clear Creek SP	\$23,437.14
Cook Forest SP	\$57,497.40
Keystone SP	\$34,851.85
Laurel Hill SP Com	\$52,211.92
Moraine SP	\$114,460.44
Ohiopyle SP	\$66,950.68
Point SP	\$144,198.27
Presque Isle SP	\$154,648.01
Pymatuning SP	\$124,013.84
Raccoon Creek SP	\$74,970.86

<b>State Park</b>	<b>Water &amp; Sewer 2014-15</b>
Clear Creek SP	No data
Cook Forest SP	No data
Keystone SP	\$15,460.85
Laurel Hill SP Com	No data
Moraine SP	\$9,941.49
Ohiopyle SP	\$31,487.36
Point SP	No data
Presque Isle SP	\$35,823.68
Pymatuning SP	\$132,611.28
Raccoon Creek SP	No data

<b>State Park</b>	<b>Heating Fuel 2014-15</b>
Clear Creek SP	\$24,332.01
Cook Forest SP	\$11,291.61
Keystone SP	\$3,355.50
Laurel Hill SP Com	\$19,934.43
Moraine SP	\$12,126.44
Ohiopyle SP	\$11,281.98
Point SP	\$2,759.74
Presque Isle SP	\$50,340.85
Pymatuning SP	\$16,105.69
Raccoon Creek SP	\$11,411.32

<b>State Park</b>	<b>Total SF</b>
Clear Creek SP	19,736
Cook Forest SP	8,400
Keystone SP	93,218
Laurel Hill SP Com	321,040
Moraine SP	147,605
Ohiopyle SP	14,223
Point SP	9,300
Presque Isle SP	216,698
Pymatuning SP	133,640
Raccoon Creek SP	178,019

# **APPENDIX L**

## **Energy Conservation Measures**



## **APPENDIX L**

### **Core Energy Conservation Measures**

Note: All items listed below **must** be considered in the RFP response. For any measure that cannot be incorporated into the proposal or is determined infeasible, a detailed explanation must be provided that clearly outlines the financial and technical rationale behind the choice not to include the measure.

#### **Tom Ridge Environmental Center (TREC)**

1. Retrofit the building and parks lighting systems to LED.
2. Correct the excessive negative pressure in observation tower, eliminating or reducing the removal of treated air from within the TREC building.
3. Repair/replace the failed fan powered reheat boxes located in the underfloor plenums.
4. Determine the feasibility of adding individual private office temperature controls in lieu of shared controls.
5. Relocate thermostats located on outside walls to interior spaces. Utilize wireless devices where required.
6. Determine the existence of return air ductwork. If return air ductwork exists, optimize the systems to provide outside air only when occupied and in amounts needed to satisfy ventilation requirements.
7. Evaluate the energy intensive lab equipment and determine if energy saving retrofits are possible; consider flow control fume hoods.
8. Repair/replace the heat recovery wheels and ensure they are operating as designed, or
9. Replace the existing exterior central station air handling units that utilize boiler hot water with new gas-fired equipment and variable outside air controls. This will improve operating efficiency and reduce piping losses.
10. Implement occupied/unoccupied temperature control schedules and ensure the HVAC systems are controlled with setback temperatures and reduced outside air ventilation.
11. Replace the existing boilers with new, high efficiency units. The units are problematic and are likely costing the facility excessive service repair and operating costs. If the AHUs are replaced with gas fired heaters, downsize the boilers to provide only the required capacity for the load served.

#### **Maintenance Building**

1. Replace lighting with LED.

2. Install a gas-fired radiant tube heating system or bio mass boiler to eliminate the unit heaters.
3. Replace the existing boiler and add heating controls with occupied/unoccupied schedules.

Presque Isle Park – General

1. Consider LED lighting retrofits to all buildings, structures, and exteriors where lighting is used on a regular schedule.
2. Evaluate the individual wastewater treatment plant energy use and operating costs and determine if enough savings exist to help pay for installing pump stations and piping to a central wastewater treatment plant.
3. Evaluate the economic opportunity for wind power generation.

General ECM for the other Parks and Forestry facilities:

1. Retrofit the buildings, parks forestry lighting systems to LED including lighting controls when applicable.
2. Replace/install/upgrade HVAC controls.
3. Replace pumps/motors when applicable.

# **APPENDIX M**

- Installment Purchase Agreement

# Installment Purchase Agreement and Payment Schedule

Between

Energy Financial Provider

and

Department of XXXX

This **Installment Purchase Agreement and Payment Schedule** (hereinafter "Agreement") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Energy Financial Provider [\_\_\_\_], a [State] corporation ("FINANCER") and the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of XXXX ("Funding Agency").

**WHEREAS**, GESA Contractor and Commonwealth will enter into a Guaranteed Energy Savings Contract ("GESA Contract") (Exhibit A) for the implementation of the Energy Conservation Measures ("ECM") at Funding Agency facilities located at YYYY in XXXX County, Pennsylvania,; and

**WHEREAS**, the FINANCER will provide financing for the GESA Contract and receive payments from Funding Agency in accordance with this Agreement and the Payment Schedule; and

**WHEREAS**, the GESA Contractor will implement/construct the ECMs and adhere to all terms of the GESA Contract; and

**WHEREAS**, Funding Agency will approve payments to be made to the GESA Contractor for work satisfactorily completed by the GESA Contractor during the implementation/construction of the ECMs in accordance with the GESA Contract and make payments to the FINANCER in accordance with this Agreement and the Payment Schedule; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound hereby covenant and agree as follows:

## 1. FUNDING AND PAYMENT FOR GESA CONTRACT

To assure the availability of moneys to pay the GESA Contractor the cost of the GESA Contract for, inter alia, the implementation/construction of the ECMs, the FINANCER has at the request of the Commonwealth, deposited \$ \_\_\_\_\_ .00 (the "Acquisition Amount") into a segregated escrow account (the "Escrow Account") at \_\_\_\_\_, (the "Escrow Agent") to be held, invested, and disbursed by the Escrow Agent in accordance with the terms of that certain Escrow and Account Control Agreement dated as of \_\_\_\_\_ by and among the Financer, Funding Agency and the Escrow Agent (the "Escrow Agreement"). The ECMs will be implemented/constructed by the GESA Contractor at the location specified in the GESA Contract. The GESA Contractor will submit Applications for Payment in accordance with the GESA Contract, and once they are reviewed/approved by Funding Agency, Funding Agency will request disbursement from the Escrow Account for the payment of the cost of the ECMs. The FINANCER shall then make payments to the GESA Contractor for the amount specified by DGS. In the event that the amounts in the Escrow Account are insufficient to pay the costs of the ECMs, Funding Agency shall deposit additional funds into the Escrow Account to eliminate such insufficiency. In the event that the amount in the Escrow Account exceeds the cost of the ECMs (the "Excess Funds"), Funding Agency shall pay such Excess Funds to FINANCER in order for such Excess Funds to be applied as a principal prepayment to the first payment on the Payment Schedule and to each succeeding payment on the Payment Schedule until all of the Excess Funds have

been applied. Upon acceptance of all the ECMs, Funding Agency shall deliver to FINANCER an Acceptance Certificate in the form attached to this Agreement as Exhibit B.

## **2. TERM**

This Agreement will become effective upon receipt of a fully-executed Agreement by all parties. This Agreement will, unless earlier terminated as expressly provided for in this Agreement, continue until all payments set forth in the Payment Schedule attached hereto have been made in full (hereinafter, the "Agreement Term").

## **3. PAYMENT**

Funding Agency agrees to pay to FINANCER, or any assignee of the FINANCER, the payments including the interest portion as specified in the Payment Schedule (Exhibit C) at the office of FINANCER (or such other place as FINANCER or its assignee may from time to time designate in writing). Such payments will be made, commencing on, and thereafter on the dates set forth in the Payment Schedule. Except as otherwise provided in this paragraph, Funding Agency obligation to make the payments shall commence approximately twelve (12) months after the Final Payment has been paid to the GESA Contractor and shall be absolute and unconditional in all events except as expressly provided in Section 4 and Section 19.

Funding Agency reasonable believes that funds can be obtained sufficient to make all payments during the Agreement Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which the payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its best efforts to have such portion of the budget approved and exhausted all available administrative reviews and appeals in the event such portion of the budget is not approved.

It is Funding Agency intent to make payment for the full Agreement Term if funds are legally available therefore and in that regard Funding Agency represents that the use of the ECMs is essential to its proper, efficient, and economic operation.

During the Agreement Term, Funding Agency will, upon the request of FINANCER, annually make available to FINANCER or its assignee current financial statements, budgets, proof of appropriation for the ensuing fiscal period, and such other financial information as may be requested by FINANCER or any assignee relating to the ability of Funding Agency to continue to make installment payments and other sums due under this Agreement.

If payment or other sums owed by Funding Agency hereunder is not paid when due, interest may accrue in accordance with State law.

## **4. NONAPPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted in any Commonwealth Fiscal Period for payments due under this Agreement, then Funding Agency will immediately notify FINANCER or its assignee of such occurrence and this Agreement shall terminate on the last day of Commonwealth's Fiscal Period for which appropriations were received without penalty or expense to Funding Agency of any kind whatsoever. In the event of such termination, Funding Agency agrees to peaceably surrender possession of all ECMs requested by FINANCER in good operating condition, subject to normal wear and tear to FINANCER or its assignee on the date of such termination, packed for shipment in accordance with manufacturer's published specifications and with freight and insurance prepaid to FINANCER's or its assignee's nearest warehouse location in the United States, such location

to be specified by FINANCER or its assignee. FINANCER or its assignee will have all legal and equitable rights and remedies to take possession of the ECMs. Upon such termination, title to the ECMs will revert to FINANCER or its assignee.

If on the thirtieth (30<sup>th</sup>) day after the commencement of any Fiscal Period, sufficient funds have not been appropriated for the purpose of making all of the payments scheduled to be paid in such Fiscal Period, Funding Agency shall cause to be delivered written notice thereof (a “notice of nonappropriation”) to FINANCER or its assignee within ten (10) calendar days after such thirtieth (30<sup>th</sup>) day. Upon FINANCER’s receipt of a notice of nonappropriation this Agreement shall terminate, as of the end of the Fiscal Period just ended; provided, however, such termination shall not become effective as of the end of such Fiscal Period just ended if, within ten (10) calendar days of the thirtieth (30<sup>th</sup>) day after the end of such Fiscal Period just completed, Funding Agency shall cause to be delivered to FINANCER a written statement to the effect that it reasonably expects sufficient funds for the then-current Fiscal Period to be appropriated for this Agreement, and in such event the term shall continue into the then-current Fiscal Period so long, but only so long, as an appropriation becomes available from which to make the payments.

Notwithstanding the foregoing, Funding Agency agrees that it will not cancel this Agreement under the provisions of this paragraph if any funds are appropriated to it, or by it, for this Guaranteed Energy Saving Act project for the Fiscal Period following the Fiscal Period in which funds were appropriated.

## **5. AUTHORITY AND AUTHORIZATION**

Commonwealth represents, covenants, and warrants that: (a) the execution, delivery, and performance by Commonwealth of this Agreement have been duly authorized by necessary action on the part of Commonwealth; (b) this Agreement has been duly executed and delivered on behalf of Commonwealth and constitutes a legal, valid, and binding obligation of Commonwealth enforceable in accordance with its terms; and (c) Commonwealth has complied with all bidding requirements, where necessary, and by due notification presented this Agreement for approval as a valid obligation on its part. Commonwealth agrees that: (i) Commonwealth will do or cause to be done all things necessary to preserve and keep the Agreement in full force and effect; (ii) Funding Agency has sufficient appropriations or other funds available to pay all amounts due hereunder for the current Fiscal Period; (iii) Funding Agency’s obligations hereunder are not guaranteed by the United States of America or any agency or instrumentality thereof; (iv) Funding Agency has not established and will not establish any sinking fund, redemption fund, debt service fund, reserve fund, replacement fund, or similar fund to be used to pay principal or interest composing the payments due hereunder; (v) Funding Agency will take no action that would cause the interest portion of the payments due hereunder to become included in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “Code”), and Treasury Regulations promulgated thereunder (the “Regulations”), and Funding Agency will take and will cause its officers, employees, and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the payments due hereunder does not become included in gross income of the recipient for federal income tax purposes under the Code and Regulations, all as amended from time to time (including, without limitation, the calculation and payment of any rebate required to preserve such exclusion); and (vi) Funding Agency will sign and submit to FINANCER for filing with the Secretary of the Treasury information reporting statements and other information relating to this Agreement at the times and in the forms required by the Code and the Regulations.

## **6. TITLE**

Upon final acceptance of the implemented/constructed ECMs by Commonwealth hereunder, title to the ECMs will vest in Commonwealth; provided however, that (i) in the event of termination of this

Agreement by Funding Agency pursuant to NONAPPROPRIATION OF FUNDS paragraph hereof and delivery of the ECMs to FINANCER or (ii) upon repossession of the ECMs in the event of a default, title will immediately vest in FINANCER or its assignee.

## **7. SECURITY INTEREST**

In order to secure all of its obligation hereunder, Funding Agency hereby (i) grants to FINANCER a first priority security interest in any and all right, title, and interest of Funding Agency in the ECMs and in all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Agreement may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title, and other instruments necessary or appropriate to evidence such security interest. Once all payments set forth on Payment Schedule have been made, then Funding Agency will own the ECMs free and clear of all liens or other encumbrances.

## **8. PERSONAL PROPERTY**

The ECMs are, and will remain, personal property, and will not be deemed to be affixed to or be a part of the real estate on which it may be situated, notwithstanding that the ECMs or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building hereon.

## **9. MAINTENANCE**

Funding Agency, at its own cost and expense, will maintain the ECMs in good operating condition for the duration of this Agreement and will not use or deal with the ECMs in any manner which is inconsistent with any laws or regulations. The ECMs will not be misused, abused, wasted, or be allowed to deteriorate except for ordinary wear and tear resulting from its intended use. Funding Agency agrees to cause the ECMs to be maintained pursuant to manufacturer's standard maintenance specifications and will provide proof of proper maintenance at FINANCER's request.

## **10. ALTERATIONS**

Funding Agency will not make any alterations, additions, or improvement to the ECMs without FINANCER's prior written consent unless such alterations, additions, or improvement may be readily removed without damage to the ECMs.

## **11. LIENS AND ENCUMBRANCES**

Commonwealth shall keep the ECMs free and clear of all levies, liens, and encumbrances except those created under this Agreement. Funding Agency shall pay, when due, all charges which may now or hereinafter be imposed upon the ownership, leasing, rental, sale, purchase, possession, or use of the ECMs, excluding, however, all taxes on or measured by FINANCER's income. If Funding Agency fails to pay said charges when due, FINANCER shall have a right, but shall not be obligated, to pay said charges. If FINANCER pays any charges for which Funding Agency is responsible or liable under this Agreement, Funding Agency shall reimburse FINANCER therefor.

## **12. RISK OF LOSS; DAMAGE; DESTRUCTION**

Upon acceptance of the ECMs, Commonwealth and/or GESA Contractor, as per the terms of the GESA Contract, assumes all risks of loss or damage to the ECMs from any cause whatsoever, and no such loss of or damage to the ECMs or defect therein, or unfitness or obsolescence thereof shall relieve Funding

Agency of their obligation to make payments or to perform any other obligation under this Agreement. In the event of damage to any item or ECM, Funding Agency will immediately notify GESA Contractor and place the same in good repair. If Funding Agency determines that any item of ECMs is lost, stolen, destroyed or damaged beyond repair, Funding Agency will either: (a) replace the same with like ECMs in good repair; or (b) on the next payment Date following occurrence of loss, pay FINANCER or its assignee (i) all amounts for said lost, stolen, destroyed or damaged beyond repair ECM then owed by Funding Agency to FINANCER under this Agreement, including the payment for such item(s) due on such date, and (ii) the proportionate amount of applicable payment set forth in the PAYMENT SCHEDULE.

### **13. INSURANCE**

GESA Contractor will insure against any or all risks in accordance with the GESA Contract. GESA Contractor shall demonstrate to the satisfaction of FINANCER or assignee that adequate insurance is provided. In the event of any loss, damage, injury, or accident involving the ECMs, Commonwealth will promptly provide GESA Contractor with written notice within ten (10) days thereof and make available to GESA Contractor all information and documentation relating thereto.

Upon final acceptance of ECMs and in accordance with Section 6 of this Agreement, title of the ECMs will vest with the Commonwealth. Commonwealth will then self-insure against any or all risks assumed in this Agreement. Commonwealth shall demonstrate to the satisfaction of FINANCER or assignee that adequate self-insurance is provided. In the event of any loss, damage, injury, or accident involving the ECM(s), Commonwealth will promptly provide GESA Contractor with written notice within ten (10) days thereof and make available to GESA Contractor all information and documentation relating thereto.

Upon Commonwealth self-insuring the ECMs, Commonwealth will assume all risks and liabilities for injury to or death of any person or damage to any property, in any manner arising out of possession, use, operation, custody, control, condition or storage of the ECMs by Commonwealth whether such injury or death be with respect to Commonwealth's property or the property of other; provided, however, that said damage or injury results from the negligence of Commonwealth, its agents or employees, and that either Commonwealth agrees to settle such claim or judgment has been obtained against Commonwealth. This Section shall not be construed to limit or waive in any way the sovereign immunity of Commonwealth, liability of which under the Section is limited to amounts in which Commonwealth is otherwise permitted or required to respond in accordance with applicable law.

### **14. PREPAYMENT OPTION**

Upon thirty (30) days' prior written notice from Funding Agency to FINANCER, and provided that there is no Event of Default, or an event with which notice or lapse of time, or both, could become an Event of Default, then existing, Funding Agency will have the right to terminate Funding Agency's continued obligation to make payments as specified in the PAYMENT paragraph and Payment Schedule to FINANCER on the purchase of the ECMs. Under this paragraph, payments up to date of prepayment and the Purchase Price, along with any interest accrued from the date of the last payment will be due to FINANCER on the date of prepayment. Upon satisfaction by Funding Agency of such purchase conditions, FINANCER shall henceforth have no rights, title, and interest in the ECMs. No voluntary prepayment is permitted prior to the date of the first scheduled payment under the Payment Schedule.

### **15. ASSIGNMENTS**



Without FINANCER's prior written consent, Commonwealth will not assign, transfer, pledge, or grant any security interest in or otherwise dispose of this Agreement, the ECMs, or any interest in this Agreement or the ECMs. FINANCER may assign its rights, title, and interest in and to this Agreement, the ECMs and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the ECMs, in whole or in part. Any such assignee shall have all of the rights of FINANCER under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

Upon assignment of FINANCER's interests herein, FINANCER will cause written notice of such assignment to be sent to Funding Agency which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by FINANCER or by Funding Agency to evidence the assignment, but Funding Agency will acknowledge such assignments in writing if so requested.

Notwithstanding the foregoing, no such assignments of FINANCER's interests shall be effective against Funding Agency unless Funding Agency receives notification in writing of said Agreement designating the name and address of any such assign. In compliance with Section 149(a) of the Internal Revenue Code, Commonwealth agrees to affix a copy of each notification of assignment to Commonwealth's counterpart of the Agreement.

NOT BEING THE MANUFACTURE OR VENDOR OF THE ECMs, ANY ASSIGNEE OF FINANCER SHALL BE DEEMED TO HAVE MADE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITIONS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE ECMs. In no event shall any assignee be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning, or Funding Agency's use of any item of ECMs or products or services provided for in this Agreement.

## **16. EVENTS OF DEFAULT BY FUNDING AGENCY**

The term "Event of Default," as used in paragraphs 17 and 18, means the occurrence of any one of the following events:

- (a) Funding Agency, in accordance with the GESA Contract, fails to make any payment as it becomes due in accordance with the terms of this Agreement, and any such failure continues for sixty (60) days after receipt of written notice of Default; or
- (b) Funding Agency fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within sixty (60) days after written notice thereof by FINANCER.

## **17. REMEDIES BY FINANCER**

Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, FINANCER may at its option, exercise any one or more of the following remedies:

- (a) By written notice to Funding Agency, with or without terminating this Agreement, declare an amount equal to all amounts then due under this Agreement, and all remaining payments due for

which funds have been appropriated, to be immediately due and payable, whereupon the same shall become immediately due and payable;

- (b) By written notice to Funding Agency, request Funding Agency to, at Funding Agency's expense, promptly return the ECMs to FINANCER in the manner set forth in NONAPPROPRIATION OF FUNDS paragraph hereof, or FINANCER, at its option, may enter upon the premises where the ECM is located and take immediate possession of and remove the same, and Funding Agency hereby expressly waives any damages occasioned by such actions not caused by FINANCER's willful misconduct or negligence;
- (c) Sell the ECMs and apply any proceeds of such disposition in the following order: (i) all costs incurred in securing possession of the ECMs; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Payment; and (v) the balance of any payments owed by Funding Agency for which funds have been appropriated. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), and (v) have been met shall be paid to Funding Agency; and
- (d) Exercise any other right, remedy or privilege which may be available to it under applicable laws of the Commonwealth of Pennsylvania or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement or to terminate this Agreement as to any or all of the ECMs. In addition, Funding Agency will remain liable to the extent not prohibited by law for all covenants under this Agreement and for all fees, other costs and expenses incurred by FINANCER with respect to the enforcement of any of the remedies listed above or any other remedy available to the FINANCER.

## **18. EVENTS OF DEFAULT BY FINANCER AND REMEDIES BY COMMONWEALTH**

If FINANCER, fails to make any payment as it becomes due in accordance with the terms of this Agreement, and any such failure continues for sixty (60) days after receipt of written notice of Default then Commonwealth may pursue any right, remedy or privilege which may be available to it under applicable laws of the Commonwealth of Pennsylvania or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement.

## **19. NOTICES**

All notices to be given under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days after mailing.

## **20. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of this Agreement, the Contractor (i.e., FINANCER) agrees as follows:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (d) The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (e) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the Civil Rights Act of 1964, as amended, that that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities, for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (f) The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (g) The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of the provisions.
- (h) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for the violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## 21. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

(a) **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

1. “**Affiliate**” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
2. “**Consent**” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
3. “**Contractor**” means the individual or entity, that has entered into this contract with the Commonwealth.
4. “**Contractor Related Parties**” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
5. “**Financial Interest**” means either:
  - i. Ownership of more than a five percent interest in any business; or
  - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
6. “**Gratuity**” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
7. “**Non-bid Basis**” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

(b) In furtherance of this policy, Contractor (i.e., FINANCER) agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
3. Contractor, its affiliates, agents and employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor

shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - i. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - ii. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - iii. had any business license or professional license suspended or revoked;
  - iv. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - v. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal a written explanation (Exhibit D) of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for

investigative costs for investigations that do not result in the Contractor's suspension or debarment.

9. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
10. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## **22. CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (a) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (b) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best

knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the :

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 787-5599  
FAX No. (717) 787-9138

## **23. AMERICANS WITH DISABILITIES ACT**

- (a) Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., FINANCER understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement or from activities provided for under this Agreement on the basis of the disability. As a condition of accepting this Agreement, FINANCER agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services programs, and activities provided by the Commonwealth of Pennsylvania through the contracts with outside contractors.
- (b) FINANCER shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of FINANCER's failure to comply with the provisions of subparagraph above.

## **24. INDEMNIFICATION**

Neither the FINANCER nor the Commonwealth assumes any liability for each other. As to liability to each other for injury or death to persons, or damages to property, the Commonwealth and the FINANCER do not waive any defenses as a result of entering into this Agreement. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.

## **25. RIGHT-TO-KNOW**

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Contractor’s assistance in a matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  - 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) E. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts; however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies



that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to RTKL.

- (i) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## **26. TAX LIABILITY CERTIFICATION**

The Small GESA Contractor, by execution of the Audit Contract:

- (a) Certifies that the Contractor has no outstanding tax liability to the Commonwealth of Pennsylvania;
- (b) Authorizes the Department of Revenue to release information related to its tax liability to the Department of General Services; and
- (c) Authorizes the Commonwealth to set off any state and local tax liabilities of the Contractor or any of its subsidiaries, as well as any other amount due to the Commonwealth from the Contractor, not being contested on appeal by the Contractor, against any payment due to the Contractor under a contract with the Commonwealth.

The certification of no outstanding tax liability is a material representation of fact upon which reliance is placed by the Department in entering into the contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, the Department may find the Contractor in default and terminate the contract. Such erroneous certification may also be grounds for the initiation of civil or criminal proceedings.

## **27. GOVERNING LAW**

This Agreement shall be construed in accordance with, and governed by the laws of, the Commonwealth of Pennsylvania.

## **28. PARAGRAPH HEADINGS**

All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

## **29. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together are a single agreement.

## **30. DELIVERY OF RELATED DOCUMENTS**

Commonwealth will execute or provide, as requested by FINANCER, such other documents and information as are reasonable necessary with respect to the transaction contemplated by this Agreement.

Commonwealth agrees that, pursuant to Section 149(a) of the Internal "Revenue Code of 1986, as amended (the "Code"), and any temporary and final income tax regulations promulgated thereunder, it shall file the applicable Internal Revenue Service Form 8039G or 8038GC (Information Return for Tax Exempt Governmental Bond Issues). Additionally, Commonwealth, pursuant to Section 149 (a) of the Code, hereby appoints the FINANCER, or any assignee thereof, as "Agent" of the Lessee to keep a record of the assignees who maintain an interest in this Lease. Commonwealth agrees that it shall remit to the Internal Revenue Service any rebates due as provided by the Code.

**31. ENTIRE AGREEMENT; WAIVER**

This Agreement, together with the Request for Bid Proposals for Financing, the FINANCER's Bid Proposal, the GESA Contract, the Payment Schedule, and the documents delivered pursuant to the requirements of Paragraph 27 of this Agreement, constitute the entire Agreement between the parties with respect to the financing of the GESA Contract, and this Agreement shall not be modified amended, altered, or changed except with the written consent of the FINANCER and the Commonwealth (DGS and Funding Agency). Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by the FINANCER and the Commonwealth (DGS and Funding Agency) of any breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**SIGNATURE PAGE IMMEDIATELY FOLLOWS**

**IN WITNESS WHEREOF** the parties to this Agreement have executed it through their respective duly authorized officers, to be effective as of the date first above written. This Agreement will not be fully executed and binding on the parties unless and until all signatures are affixed hereto.

**ATTEST:**

\_\_\_\_\_  
**(FINANCER)**

\_\_\_\_\_  
**[NAME]**

\_\_\_\_\_  
**[NAME]**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

**Federal Identification No.** \_\_\_\_\_

**Vender No.** \_\_\_\_\_

**ATTEST:**

**COMMONWEALTH OF PENNSYLVANIA**  
**Acting through the**  
**DEPARTMENT OF XXXX**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Office of Chief Counsel – Funding Agency**

\_\_\_\_\_  
**Office of General Counsel**

\_\_\_\_\_  
**Office of Attorney General**

\_\_\_\_\_  
**Comptroller Operations Date**  
**Installment Purchase Agreement and Payment Schedule**

# **Exhibit A**

## **Guaranteed Energy Savings Contract**

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# **Exhibit B**

## **Form of Acceptance Certificate**

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**FORM OF ACCEPTANCE CERTIFICATE**

**FINANCER ADDRESS**

Attn: Contract Administration

Re: Installment Purchase Agreement and Payment Schedule (the "Agreement") dated as of \_\_\_\_\_ between \_\_\_\_\_ ("FINANCER") and the Commonwealth of Pennsylvania, Acting through the Department of General Services ("DGS")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned DGS hereby certifies and represents to, and agrees with Lessor as follows:

1. The implementation/construction of the ECMs (as defined in the Agreement) has been completed by the GESA Contractor (as defined in the Agreement) and such ECMs have been delivered, installed and accepted on the date hereof.
2. Funding Agency has conducted such inspection and/or testing of the ECMs as it deems necessary and appropriate and hereby acknowledges that it accepts the ECMs for all purposes.
3. Funding Agency is self-insured in accordance with Section 13 of the Agreement.
4. Funding Agency hereby reaffirms that the representations, warranties and covenants contained in the Agreement are true and correct as of the date hereof.
5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof under the Agreement.

Date: \_\_\_\_\_

Commonwealth of Pennsylvania, Acting through  
the Department of General Services ("DGS")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)



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# **Exhibit C**

## **Payment Schedule**

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# **APPENDIX N**

- Investment Grade Audit Report Contract

**INVESTMENT GRADE AUDIT CONTRACT**  
**FOR A SMALL GUARANTEED ENERGY SAVINGS ACT PROJECT**  
**BETWEEN**  
**THE DEPARTMENT OF [FUNDING AGENCY],**  
**THE DEPARTMENT OF GENERAL SERVICES,**  
**AND**  
**THE SMALL GESA CONTRACTOR**

This Investment Grade Audit Contract for a Small GESA Project (hereinafter “the Audit Contract”), executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Funding Agency (“ ”), and the Department of General Services (“DGS”), both as executive agencies of the Commonwealth of Pennsylvania authorized to enter into Audit Contracts pursuant to 62 Pa. C. S. §§3751-3758, and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a corporation incorporated under the Laws of the State of \_\_\_\_\_,  
its successors and assigns, hereinafter called “the Small GESA Contractor”.

**OR**

This Investment Grade Audit Contract for a Small GESA Project (hereinafter “the Audit Contract”) executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the “Funding Agency (“ ”) and the Department of General Services (“DGS”), both as executive agencies of the Commonwealth of Pennsylvania authorized to enter into Audit Contracts pursuant to 62 Pa. C. S. §§3751-3758, and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

their heirs, executors, administrators and assigns, hereinafter called “the Small GESA Contractor”.

**WHEREAS**, in consideration of the mutual covenants and conditions herein provided, DGS and the Funding Agency do hereby retain the Small GESA Contractor to perform the Investment Grade Audit Report required to satisfactorily complete this portion of the Small GESA Project and the Small GESA Contractor agrees to expeditiously perform such required services and work. Further, the parties covenant and agree as follows:

### **ARTICLE 1 – THE AUDIT CONTRACT DOCUMENTS**

The Audit Contract Documents shall consist of this Investment Grade Audit Contract and all Exhibits hereto, the Request for Proposal (“the RFP”), the Small GESA Contractor’s proposal submitted in response to the RFP, all drawings created by or for the Small GESA Contractor and/or their Retained Professional, the specifications created by or for the Small GESA Contractor and/or their Retained Professional, the Scope of Work by ECM (Exhibit 1), and all bulletins and addenda issued prior to execution of the contract. All of these documents form the contract and are as fully part of the contract as if attached to this Audit Contract or repeated herein.

### **ARTICLE 2 – THE WORK**

The Small GESA Contractor shall perform all the work required by the Audit Contract Documents as set forth in the RFP to provide the Investment Grade Audit Report.

### **ARTICLE 3 – TIME OF COMMENCEMENT AND COMPLETION**

3.1 The contract duration for this Audit Contract is 45 calendar days and shall be commenced upon the effective date of the Audit Contract or upon issuance of a Letter of Intent to contract (62 Pa. C.S. § 906), whichever occurs first. This effective date is defined as the date upon which the last Commonwealth official who is required to execute the contract executes the contract.

3.2 The format and scope of the Investment Grade Audit Report shall be as set forth in the RFP.

A. If, after review of the Investment Grade Audit Report, DGS and the Funding Agency accept the Investment Grade Audit Report and mutually agree to terminate the project, the Funding Agency will pay the sum of \_\_\_\_\_dollars (\$ .00) to the

Small GESA Contractor for the cost of the Investment Grade Audit Report and this Audit Contract will terminate upon said payment.

B. If, after review of the Investment Grade Audit Report, DGS and the Funding Agency accept the Investment Grade Audit Report and mutually agree to continue with the Small GESA project, DGS, the Funding Agency, Small GESA Contractor, and, if required, an Investment Grade Financing Provider will enter into other contract(s) to complete the Small GESA project as set forth in the RFP to implement the chosen ECMs.

3.3 Small GESA Contractor further agrees that the time is of the essence on this Audit Contract and that if it fails to complete the work within the time specified above, the Small GESA Contractor will pay the Funding Agency, as Liquidated Damages and not as a penalty for such failure, the sum of \_\_\_\_\_dollars (\$ .00) per day for each and every calendar day after the completion date until the Work is completed and accepted. The DGS may extend the completion date of the Audit Contract for causes that, in fact, delay the completion of said work. If it appears the Investment Grade Audit Report will be delayed, the Small GESA Contractor shall immediately notify DGS and the Funding Agency, in writing, prior to the due date. The Small GESA Contractor shall include in the written notice the reason(s) for the Small GESA Contractor's inability to meet the completion date and a request that DGS extend the due date. In such case, Small GESA Contractor is liable for said Liquidated Damages only after the expiration of the extended period.

#### **ARTICLE 4 – MISCELLANEOUS PROVISIONS**

- 4.1. Terms used in this Audit Contract are defined in the project-specific RFP and have the meanings designated therein. The Standard Contract Provisions are attached as Exhibit 2.
- 4.2. The Small GESA Contractor agrees to abide by and be bound by the Laws of Pennsylvania including those relating to and regulating the hours and conditions of employment.
- 4.3. Nothing in this Audit Contract shall be deemed to waive or otherwise affect the sovereign immunity of the Commonwealth, and its agencies, officers, and employees, or to subject any Commonwealth party to any liability not expressly authorized by law.

- 4.4. The Small GESA Contractor agrees to defend, protect, indemnify, and hold harmless DGS and the Funding Agency from and against any and all liabilities, losses, damages, costs, expenses, reasonable attorney's fees, causes of action, suits, claims, demands, or judgments of any nature arising from a negligent act, error, or omission of the Small GESA Contractor, its employees, its agents or its consultants, arising out of the performance of services under this Audit Contract.
- 4.5. Any person, co-partnership, association or corporation furnishing labor, material, equipment, or renting equipment or rendering public utility services in connection with the performance of this Audit Contract has a right of action to recover the cost thereof from the Small GESA Contractor for such labor, material, equipment or equipment rental and for services rendered by public utility. The Small GESA Contractor shall include in all of its subcontracts or supply contracts a provision requiring that its subcontractors and suppliers notify, in writing, their subcontractors and suppliers of this requirement. It is hereby agreed that no third party rights arise against the Funding Agency or DGS for any reason under this Article, and the Small GESA Contractor hereby agrees to so inform all subcontractors and suppliers in writing.
- 4.6. The Small GESA Contractor, DGS, and the Funding Agency each binds itself, its partners, successors, legal representatives and assigns to the other party to this Audit Contract and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Audit Contract. The Small GESA Contractor shall not assign, sublet or transfer any interest in the whole or any part of this Audit Contract without the written consent of DGS and the Funding Agency. DGS and the Funding Agency may assign, sublet or transfer its interest in this Audit Contract explicitly under statutory authority. This provision does not prevent an assignment for financing purposes of amounts, due or to become due under this Audit Contract, nor the retaining, by the Small GESA Contractor, on its own responsibility and at its own expense, of such specialized architects or engineers as may be necessary for the proper development of the Work.
- 4.7. This Audit Contract may be amended by an agreement of the parties, reduced to writing and executed by authorized representatives of the respective parties. The Small GESA Contractor hereby acknowledges receipt of notice that no person has any authority to



amend or modify this Audit Contract or waive any term or provision hereof except by written amendment hereto signed by the Secretary of the DGS or by the Deputy Secretary for Public Works of DGS and the Funding Agency.

- 4.8. This Audit Contract may be executed in one or more counterparts, each of which is an original, and all of which together are a single contract.

#### **ARTICLE 5 – INSURANCE REQUIREMENTS**

- 5.1 **GESA CONTRACTOR’S LIABILITY INSURANCE.** The GESA Contractor, during the progress of the Work and until the acceptance of the Work, shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the GESA Contractor's operations under the Audit Contract, whether such operations by itself or by any Subcontractor:

- A. Claims under Worker’s Compensation Disability Benefit and other similar employee benefit Acts; and
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage; and
- C. Claims for damages because of bodily injury, sickness or disease, or death, of any person other than its employees, and claims insured by usual personal injury liability coverage; and
- D. Claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

- 5.2 **INSURANCE LIMITS.** The insurance required by this Article shall be written for not less than any limits of liability specified in the RFP or required by Law.

- 5.3 **CERTIFICATES OF INSURANCE.** Certificates of Insurance acceptable to DGS shall be filed with DGS upon GESA Contractor’s execution of the Audit Contract. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled or changed until at least ninety (90) calendar days written notice has been given to the Department. Renewal certificates must be provided to DGS prior to the expiration of the prior policy as stated on the certificate. The insurance certificate shall also name the Commonwealth of Pennsylvania as an additional insured.

5.4 **COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCES.**

The Small GESA Contractor's comprehensive general liability insurance and automobile liability insurance shall be in the amounts set forth in the RFP.

A. For Subcontractors, the Small GESA Contractor shall either:

1. Require each of its Subcontractors to procure and to maintain Subcontractors' comprehensive general liability, automobile liability, and property damage liability insurance of the type and in the same amounts as specified in this subsection for the life of its subcontract and/or until the acceptance of all of its on-site physical work, change order work, and/or demobilization;

**OR**

2. Insure the activity of its Subcontractors in its own policy.

B. The Small GESA Contractor must submit to the Department within ten (10) calendar days from the full execution of this Audit Contract, and prior to the beginning of on-site work, evidence that all subcontractors and sub-subcontractors are covered by insurance.

5.5 **PROPERTY INSURANCE.** The Small GESA Contractor shall, until all Work is complete, maintain insurance on all insurable work included in the Audit Contract against loss or damage by fire and lightning and those perils covered by the extended coverage endorsement. Insurable work includes work both inside and outside of any building. The insurance must be in the names of DGS and the Small GESA Contractor in full insurable value thereof as will fully protect the interests of DGS and the Commonwealth, the Small GESA Contractor, Subcontractors, and Sub-subcontractors.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the Department of \_\_\_\_\_, the Department of General Services, and the Small GESA Contractor, have caused this contract to be executed on the day and year above written.

Witness: \_\_\_\_\_ [Small GESA Contractor]  
\_\_\_\_\_  
Secretary/Treasurer Date: \_\_\_\_\_ President Date: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
ACTING THROUGH THE DEPARTMENT  
OF GENERAL SERVICES

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_ Secretary of DGS Date: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
ACTING THROUGH THE DEPARTMENT  
OF [Funding Agency]

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_ Secretary of [Funding Agency] Date: \_\_\_\_\_

APPROVED AS TO LEGALITY  
AND FORM

I hereby certify that funds in the amount of  
\$ \_\_\_\_\_  
Are available under Appropriation Symbol

\_\_\_\_\_  
Office of Chief Counsel – DGS

\_\_\_\_\_  
Comptroller Operations

\_\_\_\_\_  
Office of Chief Counsel - Funding Agency

\_\_\_\_\_  
Office of General Counsel

\_\_\_\_\_  
Office of Attorney General

# **EXHIBIT 1**

Scope of Work by ECM

## **EXHIBIT 2**

### **RIGHT TO KNOW LAW**

**NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE  
AMERICANS WITH DISABILITIES ACT  
CONTRACTOR INTEGRITY PROVISIONS  
CONTRACTOR RESPONSIBILITY PROVISIONS  
TAX LIABILITY CERTIFICATION  
STEEL PRODUCTS PROCUREMENT ACT  
ENVIRONMENTAL STATEMENT**

### **RIGHT TO KNOW LAW**

- A. The PA Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Audit Contract.
- B. Unless the Small GESA Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Small GESA Contractor using the Small GESA Contractor information provided by the Small GESA Contractor in SRM [*or* “the legal contact information provided in this Contract”] if the agency needs the Small GESA Contractor’s assistance in any matter arising out of the Right to Know Law (“RTKL”). The Small GESA Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
- C. Upon notification from the Commonwealth that the Commonwealth requires the Small GESA Contractor’s assistance in responding to a RTKL request for records in the Small GESA Contractor’s possession, the Small GESA Contractor shall provide the Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the Small GESA Contractor’s possession which arises out of the Contract that the Commonwealth requests (“Requested Information”) and provide such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Small GESA Contractor fails to provide the Requested Information within fourteen (14) calendar days after receipt of such request, the Small GESA Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Small GESA Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- D. The Commonwealth’s determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Small GESA Contractor agrees not to challenge the Commonwealth’s decision to deem the Requested Information a Public Record. If the Small GESA Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Small GESA Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Small GESA Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Small GESA Contractor written statement, the Commonwealth still decides to provide the Requested Information, Small GESA Contractor will not challenge or in any way hold the Commonwealth liable for such a decision.

- E. The Commonwealth will reimburse the Small GESA Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- F. Small GESA Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Small GESA Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Small GESA Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Small GESA Contractor has Requested Information in its possession.

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of this Contract, Small GESA Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon

request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of the provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for the violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## **AMERICANS WITH DISABILITIES ACT**

During the term of this contract, Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the Contractor's failure to comply with the provisions of paragraph 1 above.

## **CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the

voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. "Financial Interest" means either:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in



connection with performance of work under this contract, except as provided in this contract.

- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania ElectionCode (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the

submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## **CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental

entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

## **TAX LIABILITY CERTIFICATION**

The Small GESA Contractor, by execution of the Audit Contract:

- a. Certifies that the Contractor has no outstanding tax liability to the Commonwealth of Pennsylvania;
- b. Authorizes the Department of Revenue to release information related to its tax liability to the Department of General Services; and
- c. Authorizes the Commonwealth to set off any state and local tax liabilities of the Contractor or any of its subsidiaries, as well as any other amount due to the Commonwealth from the Contractor, not being contested on appeal by the Contractor, against any payment due to the Contractor under a contract with the Commonwealth.

The certification of no outstanding tax liability is a material representation of fact upon which reliance is placed by the Department in entering into the contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, the Department may find the Contractor in default and terminate the contract. Such erroneous certification may also be grounds for the initiation of civil or criminal proceedings.

## **STEEL PRODUCTS PROCUREMENT ACT – CERTIFICATIONS**

In accordance with the Steel Products Procurement Act of March 3, 1978, P.L. 6 as amended (73 P.S. Sections 1881 et seq.), only steel products as defined in the Act shall be used or supplied in the performance of the contract or any subcontracts thereunder.

In the performance of the Contract the Contractor, subcontractors, materialmen or suppliers shall use only: 1) steel products, rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process; and 2) cast iron products made in the United States.

The Contractor shall certify that all steel and cast iron products to be used or supplied in the performance of the Contract comply with this Act. No payment will be made to the Contractor for steel and cast iron products until such certification has been received.

This section shall not apply in any case where the Deputy Secretary for Public Works of the Department, in writing, determines that steel and/or cast iron products as herein described are not produced in the United States in sufficient quantities to meet the Contract needs.

The Department shall not provide for, or make any payments to any person who has not complied with the Act. Any such payments made by the Department to anyone that should not have been made as a result of the Act, shall be recoverable directly from the Contractor, subcontractor, manufacturer or supplier that did not comply with the Act.

In addition to the withholding of payments, any person who willfully violates any of the provisions of the Act shall be prohibited from submitting any bids to any public agency for a period of five (5) years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the Act is a subcontractor, manufacturer or supplier, such person shall be prohibited from performing any work or supplying any materials to a public agency for a period of five (5) years from the date of the determination that a violation has occurred.

The Contractor shall include the provisions of the Steel Products Procurement Act in every subcontract and supply contract, so that the provisions of the Act shall be binding upon each subcontractor and supplier.

Where trade names, catalog numbers and manufacturers of material or equipment are specified, they are mentioned therein for the purpose of establishing a standard of quality, performance and appearance, and for establishing a standard of competitive bidding. The use of this descriptive information will not relieve the contractor from compliance with all aspects of the Act.

## **ENVIRONMENTAL STATEMENT**

According to the Commonwealth Procurement Code, Act of May 15, 1998, P.L. 358, No. 57, 62 Pa. C.S. §§ 101-4509, all Requests for Proposals for construction projects issued by any government agency shall set forth any provision of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the projects.

The Small GESA Contractor is hereby notified that this Project is subject to those statutes, rules and regulations shown on the following list, and the Work must be carried out in compliance with these statutes, rules and regulations.

## **STATE LAW**

### **I. Purdon's Statutes - Title 3 (Agriculture)**

Fertilizer Act, Act of Dec. 13, 2001, 3 Pa. C.S.A. § 6701, et seq.

Soil and Plant Amendment Act, Act of Dec. 13, 2001, 3 Pa. C.S.A. § 6901, et seq.

PA Pesticide Control Act of 1973, Act of March 1, 1974 as amended, 3 P.S. § 111.21, et seq.

Agricultural Liming Materials Act, Act of March 17, 1978, as amended, 3 P.S. § 132-1, et seq.

The PA Plant Pest Act of 1992, Act of December 16, 1992 as amended, 3 P.S. § 258.1, et seq.

Noxious Weed Control Law, Act of April 7, 1982 as amended, 3 P.S. § 255.1, et seq.

Conservation District Law, Act of May 15, 1945 as amended, 3 P.S. § 849, et seq.

(Relating to weather modification), Act of January 19, 1968, as amended, 3 P.S. § 1101, et seq.

## **II. Purdon's Statutes - Title 16 (Counties)**

(Relating to land use), Act of January 13, 1966 as amended, 16 P.S. § 11941, et seq.

## **III. Purdon's Statutes - Title 18 (Crimes and Offenses)**

The Crimes Code, Act of December 6, 1972, as amended, 18 Pa. C.S.A. § 101, et seq.

## **IV. Purdon's Statutes - Title 24 (Education)**

Public School Code of 1949, Act of March 10, 1949, as amended, 24 P.S. § 7-731, et seq.

## **V. Purdon's Statutes - Title 30 (Fish)**

The Fish and Boat Code, Act of October 16, 1980, as amended, 30 Pa. C.S.A. § 101, et seq.

## **VI. Purdon's Statutes - Title 32 (Forests, Waters and State Parks)**

(Relating to water power and water supply permits), Act of June 14, 1923, as amended, 32 P.S. § 591, et seq.

Water Well Drillers License Act, Act of May 29, 1956, as amended, 32 P.S. § 645.1, et sec.

(Relating to Flood Control Districts), Act of August 7, 1936, as amended, 32 P.S. § 653, et seq.

Flood Plain Management Act, Act of October 4, 1978, as amended, 32 P.S. § 679.101, et seq.

Storm Water Management Act, Act of October 4, 1978, as amended, 32 P.S. § 680.1, et seq.

Dam Safety and Encroachments Act, Act of November 26, 1978, as amended, 32 P.S. § 693.1, et seq.

(Relating to Stream Clearance), Act of June 5, 1947, as amended, 32 P.S. § 701, et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134, § 1), as amended, 32 P.S. 741 et seq. *Repealed in Part.* Section 4 of Act 1981, May 1, P.L. 22 No. 9, repeals this section to “the extent it required one of the members of the Interstate Commission on the Potomac River Basin to be a member of the Pennsylvania Commission on Interstate Cooperation.”

(Relating to Schuylkill River pollution), Act of June 4, 1945, as amend., 32 P.S. § 751.1, et seq.

(Relating to Delaware River pollution) Act of April 19, 1945 as amend. 32 P.S. § 815.31, et seq.

Delaware River Basin Compact, Act of July 7, 1961, as amended, 32 P.S. § 815.101, et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945, as amended, 32 P.S. § 816.1, et seq.

Great Lakes Basin Compact, Act of March 22, 1956, as amended, 32 P.S. § 817.1, et seq.

Brandywine River Valley Compact, Act of September 9, 1959, as amend. 32 P.S. § 818, et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967, as amended, 32 P.S. § 819.1, et seq.

Susquehanna River Basin Compact, Act of July 17, 1968, as amended, 32 P.S. § 820.1, et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985, as amended, 32 P.S. § 820.11, et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968, as amended, 32 P.S. § 5001, et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968, § 2), as amended, 32 P.S. § 5101, et seq.

Bluff Recession and Setback Act, Act of May 13, 1980, as amended, 32 P.S. § 5201, et seq.

Wild Resource Conservation Act, Act of June 23, 1982, as amended, 32 P.S. § 5301, et seq.

## **VII. Purdon's Statutes - Title 34 (Game)**

The Game and Wildlife Code, Act of July 8, 1986, as amended, 34 Pa. C.S.A. § 101, et seq.

## **VIII. Purdon's Statutes - Title 35 (Health and Safety)**

(Related to public eating and drinking places), Act of May 23, 1945, as amended, 35 P.S. 655.1 et seq. *Repealed in Part.* Section 6(b) of Act 1994, repealed this section in so far as it is inconsistent with said act (3 Pa. C.S.A. § 6501, et seq.). §§ 655.1 to 655.11. §§ 655.12a to 655.13a repealed by 2010, Nov. 23, P.L. 1039, No.106, § 8(2)(ii), effective in 60 days [Jan.24, 2011]

The Public Bathing Law, Act of June 23, 1931, as amended, 35 P.S. § 672, et seq.

The Clean Streams Law (Related to the protection of public water supply), Act of June 22, 1937, as amended, 35 P.S. § 691.1, et seq.

PA Safe Drinking Water Act, Act of May 1, 1984, as amended, 35 P.S. § 721.1, et seq.

PA Sewage Facilities Act, Act of January 24, 1966 as amended, 35 P.S. § 750.1, et seq. *Repealed in Part.* Section 15 of Act 1990, July 1, repealed this section insofar as it relates to fee payments.

PA Solid Waste-Resource Recovery Development Act, Act of July 20, 1974, as amended, 35 P.S. § 755.1, et seq.

(Related to pollution from abandoned coal mines), Act of December 15, 1965 as amended, 35 P.S. § 760.1, et seq.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988, as amended, 35 P.S. § 7130.101, et seq.

(Related to Camp Regulation), Act of November 10, 1959 as amended 35 P.S. § 3001, et seq.

Air Pollution Control Act, Act of January 8, 1960, as amended 35 P.S. § 4001, et seq.

Solid Waste Management Act, Act of July 7, 1980 as amended, 35 P.S. § 6018.101, et seq. *Repealed in Part.* Section 905(b) of Act 1988, Feb. 9, the Low-Level Radioactive Waste Disposal Act (35 P.S. § 7130.101, et seq.), repealed this section insofar as it is inconsistent with said act.

Radiation Protection Act, Act of July 10, 1984, as amended, 35 P.S. 7110.101, et seq. *Repealed in Part.* Section 17(b) of Act 1992, Dec. 18, provides that this section is repealed insofar as it is inconsistent with said act. Section 6(3) of 2007, July 13, P.L. 95, No. 31, imd. Effective, provides that “[a]ll other acts and parts of acts are repealed insofar as they are inconsistent with this act.

Worker and Community Right-to-Know Act, Act of October 5, 1984 as amended, 35 P.S. § 7301, et seq.

## **IX. Purdon's Statutes - Title 36 (Highways and Bridges)**



State Highway Law, Act of June 1, 1945, as amended, 36 P.S. § 670-101, et seq. *Repealed in Part.* Section 4 of Act 1985, July 3, repealed this act insofar as it's inconsistent with said act.

Junkyards and Automotive Recycler Screen Law, Act of July 28, 1966, as amended, 36 P.S. § 2719.1, et seq.

Highway Vegetation Control Act of December 20, 1983 as amended, 36 P.S. § 2720.1, et seq.

#### **X. Purdon's Statutes – Title 37 APPENDIX (Historical & Museums)**

History Code, Act of May 26, 1988, as amd, 37 Pa.C.S.A. § 101, et seq.

#### **XI. Purdon's Statutes - Title 43 (Labor)**

General Safety Law

(Related to General Safety), Act of May 18, 1937, as amended, 43 P.S. § 25-1, et seq.

Seasonal Farm Labor Act, Act of June 23, 1978, as amended, 43 P.S. § 1301.101, et seq.

#### **XII. Purdon's Statutes - Title 52 (Mines and Mining)**

Coal Refuse Disposal Control Act of September 24, 1968, as amended, 52 P.S. § 30.51, et seq.

Surface Mine Land Acquisition & Reclamation Law

(Related to Coal Land Improvement), Act of July 19, 1965, as amended, 52 P.S. § 30.101, et seq.

Mine Fire and Subsidence Remedial Project Indemnification Law

(Related to Mine Fires & Subsidence), Act of April 3, 1968, as amd. 52 P.S. § 30.201, et seq.

PA Anthracite Coal Mine Act, Act of November 10, 1965 as amended, 52 P.S. § 70-101, et seq.

(Related to discharge of coal into streams), Act of June 27, 1913 as amended, 52 P.S. § 631, et seq.

(Caving-in, Collapse, Subsidence), Act of May 27, 1921, as amended, 52 P.S. § 661, et seq.

Anthracite Coal Mining Regulation Law

(Related to Subsidence), Act of September 20, 1961 as amended, 52 P.S. § 672.1, et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 as amended, 52 P.S. § 681.1, et seq. Repealed in Part. Section 16 of Act 1971, Nov. 30, provided that this section repealed insofar as it is inconsistent with Act No. 147.

Anthracite Mine Drainage Law

(Related to control and drainage of water from coal formations), Act of July 7, 1955 as amended, 52 P.S. § 682, et seq.

Bituminous Coal Mine Safety Act, Act of July 7, 2008, 52 P.S. § 690-101, et seq.

(Related to Abandoned Mines – abandoned mines; sealing entries and air shafts), Act of May 7, 1935, as amended, 52 P.S. § 809, et seq.

(Related to maps and plans of mines), Act of June 15, 1911, as amended, 52 P.S. § 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 as amended, 52 P.S. § 1396.1 et seq. *Repealed in Part.* Section 27 of Act 1984, Dec. 19, provides that, except as provided in § 3304 of this title, this section “is repealed to the extent that it applies to the surface mining of minerals other than bituminous and anthracite coal.”

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966, as amended, 52 P.S. § 1406.1, et seq.

Bituminous Mine Subsidence in Counties of the Second Class. (Related to cave-in or subsidence of surface above mines), Act of July 2, 1937, as amended, 52 P.S. § 1407, et seq.

(Related to Coal Stripping – Coal stripping Operation Defined), Act of June 18, 1941 as amended, 52 P.S. § 1471, et seq.

(Related to Coal under State Lands – Easements and Rights of Way), Act of June 1, 1933 as amended, 52 P.S. § 1501, et seq.

(Related to Mining Safety Zones – Establishment of Safety Zones), Act of Dec. 22, 1959 as amended, 52 P.S. § 3101, et seq. *Repealed in Part* – Act 1959, Dec. 22, P.L. 1994, No. 729 [52 P.S. §§3101 TO 3109], is repealed to the extent applicable to bituminous coal mines by 2008, July 7, P.L. 654, No. 55, §3101(b)(3), effective in 180 days [Jan. 5, 2009]

(Coal and Clay Mine Coal Subsidence Insurance Fund Law), Act of August 23, 1961 as amended, 52 P.S. § 3201, et seq.

Interstate Mining Compact, Act of May 5, 1966 as amended, 52 P.S. § 3251, et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984, as amended, 52 P.S. § 3301, et seq.

### **XIII. Purdon's Statutes - Title 58 (Oil and Gas)**

Oil and Gas Conservation Law, Act of July 25, 1961 as amended, 58 P.S. § 401, et seq.

PA Used Oil Recycling Act, Act of April 9, 1982, as amended, 58 P.S. § 471, et seq.

Coal & Gas Resource Coord. Act, Act of Dec. 18, 1984, as amended, 58 P.S. § 501, et seq.

(Relates to oil and gas), Act of February 14, 2012, 58 Pa. C.S.A. § 3201, et seq.

#### **XIV. Purdon's Statutes Title 63 (Professions and Occupations)**

Water and Wastewater Systems Operators' Certification Act, Act of November 18, 1968 as amended, 63 P.S. § 1001, et seq.

#### **XV. Purdon's Statutes - Title 64 (Public Lands)**

PA Appalachian Trail Act, Act of April 28, 1978, as amended, 64 P.S. § 801, et seq.

#### **XVI. Purdon's Statutes - Title 71 (State Government)**

The Administrative Code of 1929, Act of April 9, 1929 as amended, 71 P.S. § 51, et seq.

#### **XVII. Purdon's Statutes - Title 72 (Taxation and Fiscal Affairs)**

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 as amended, 72 P.S. § 3946.1, et seq.

(Related to pollution control services), Act of March 4, 1971 as amended, 72 P.S. § 7602.1, et seq. Deleted Section 7602.5 by the Act 2000, May 24. *Repealed in Part.* Section 7602.3 of the Act 2007, Dec. 18, was repealed to effectuate the enactment of 35 P.S. § 6021.4.

#### **XVIII. Purdon's Statutes - Title 73 (Trade and Commerce)**

Infrastructure Development Act, Act of July 11, 1996, as amended, 73 P.S. § 393.21, et seq.

(Related to Explosives), Act of July 1, 1937 as amended, 73 P.S. § 151, et seq.; *Suspended in Part.* This section is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See* 71 P.S. § 751-35.

(Related to Explosives), Act of July 10, 1957 as amended, 73 P.S. § 164, et seq. *Suspended in Part.* Section 164 is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See* 71 P.S. § 751-35.

Purchase of Black Powder in Contiguous States

(Related to Black Powder), Act of May 31, 1974, 73 P.S. § 169 et seq.

(Related to excavation and demolition), Act of Dec.10, 1974 as amended, 73 P.S. § 176, et seq.

#### **XIX. Purdon's Statutes - Title 75 (Vehicles)**

Vehicle Code, Act of June 17, 1976, as amended., 75 Pa. C.S.A. § 101, et seq.

Snowmobile and All-Terrain Vehicle Law, Act of June 17, 1976, as amended, 75 Pa. C.S.A. § 7701, et seq.

(Related to hazardous materials transportation), Act of June 30, 1984, 75 Pa. C.S.A. § 8301, et seq.

## **XX. Purdon's Statutes - Title 77 (Workmen's Compensation)**

Workers' Compensation Act, Act of June 2, 1915 as amended, 77 P.S. § 1, et seq.  
PA Occupational Disease Act, Act of June 21, 1939, as amended, 77 P.S. § 1201, et seq.

## **XXI. . Other Statutes**

Infectious and Chemotherapeutic Waste Disposal  
(Relating to Medical Waste-Manifesting and Transporter Licensing), Act of July 13, 1988, 35 P.S. § 6019.1, et seq.

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, 53 P.S. § 4000.1501.

Hazardous Sites Cleanup Act, Act of October 18, 1988, 35 P.S. § 6020.101. Repealed insofar as inconsistent with the Hazardous Sites Cleanup Fund Funding Act, 35 P.S. § 6021.1 ET SEQ., PURSUANT TO 2007, Dec. 18, P.L. 486, No. 77, § 18(b) imd. effective

## **XXII. . Pennsylvania Constitution - Article I, Section 27 (Adopted May 18, 1971)**

### **FEDERAL LAW**

Acid Precipitation Act of 1980 (42 U.S.C. § 8901-8912).

Act to Prevent Pollution from Ships (33 U.S.C. § 1901-1915).

Americans with Disabilities Act of 1990, (42 U.S.C. § 12101-12213 and 47 U.S.C. § 225 and 611).

Asbestos Hazard Emergency Response Act of 1986 [see Toxic Substances Control Act secs. 201-214 (15 U.S.C. § 2641-2656)].

Atomic Energy Act of 1954 (42 U.S.C. § 2014, 2021, 2021a, 2022, 2111, 2113, 2114).

Aviation Safety and Noise Abatement Act of 1979 (49 U.S.C. § 47501-47510).

Clean Air Act (42 U.S.C. § 7401-7642).

Clean Water Act [see Federal Water Pollution Control Act].

Coastal Zone Management Act of 1972 (16 U.S.C. § 1451-1466).

Comp.Env.Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601-9675).

Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001-11050).

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. § 791-798).

Environmental Quality Improvement Act of 1970 (42 U.S.C. § 4371-4375).

Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136-136y).

Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701-1784).

Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).

Geothermal Energy R& Development, Demonstration Act of 1974 (30 U.S.C. § 1101-1164).

Global Climate Protection Act of 1987 (15 U.S.C. § 2901 note).

Hazardous Substance Response Revenue Act 1980 (see 26 U.S.C. § 4611, 4612, 4661, 4662).

Low-Level Radioactive Waste Policy Act (42 U.S.C. § 2021b-2021d).

Marine Protection, Research, and Sanctuaries Act of 1972 (33 U.S.C. § 1401-1445)

National Climate Program Act (15 U.S.C. § 2901-2908).

National Environmental Policy Act of 1969 (42 U.S.C. § 4321-4370h).

Noise Control Act of 1972 (42 U.S.C. § 4901-4918).

Nuclear Waste Policy Act of 1982 (42 U.S.C. § 10101-10270).

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. § 1801-1866).

Public Health Service Act (42 U.S.C. § 300f-300j-11).

Safe Drinking Water Act [ Public Health Service Act 1401-1451 (42 U.S.C. § 300f-300j-26)].

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. § 2001-2009).

Solid Waste Disposal Act (42 U.S.C. § 6901-6991i).

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. § 1201-1328)

Toxic Substances Control Act (15 U.S.C. § 2601-2695d).

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. § 7901-7942).

Water Resources Research Act of 1984 (42 U.S.C. § 10301-10309).

# **APPENDIX O**

- Prevailing Wage Rates

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project Name:	DGS Small GESA-4
Awarding Agency:	DGS
Contract Award Date:	2/15/2017
Serial Number:	16-06461
Project Classification:	Heavy/Highway
Determination Date:	11/15/2016
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Erie County

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project: 16-06461 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2015		\$33.67	\$23.20	\$56.87
Boilermakers	6/1/2014		\$40.90	\$26.16	\$67.06
Bricklayer	11/1/2016		\$27.47	\$19.53	\$47.00
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2016		\$28.86	\$14.20	\$43.06
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2017		\$29.34	\$14.78	\$44.12
Cement Masons	5/1/2016		\$25.66	\$16.54	\$42.20
Dockbuilder, Pile Drivers	1/1/2016		\$32.03	\$17.53	\$49.56
Drywall Finisher	5/1/2016		\$21.87	\$16.70	\$38.57
Electric Lineman	1/1/2016		\$53.02	\$20.78	\$73.80
Electric Lineman	9/3/2017		\$55.66	\$22.25	\$77.91
Electric Lineman	9/4/2016		\$54.43	\$21.39	\$75.82
Electric Lineman	1/1/2017		\$54.20	\$21.63	\$75.83
Electric Lineman	9/1/2014		\$52.19	\$17.09	\$69.28
Electricians & Telecommunications Installation Technician	6/6/2016		\$30.00	\$23.13	\$53.13
Elevator Constructor	1/1/2016		\$44.80	\$30.29	\$75.09
Glazier	6/1/2016		\$27.45	\$8.20	\$35.65
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2016		\$28.70	\$27.26	\$55.96
Laborers (Class 01 - See notes)	5/1/2016		\$21.23	\$15.93	\$37.16
Laborers (Class 02 - See notes)	5/1/2016		\$21.73	\$15.93	\$37.66
Landscape Laborer	1/1/2016		\$20.51	\$13.49	\$34.00
Landscape Laborer (Skilled)	1/1/2016		\$20.93	\$13.49	\$34.42
Landscape Laborer (Tractor Operator)	1/1/2016		\$21.23	\$13.49	\$34.72
Marble Finisher	6/1/2015		\$22.55	\$12.79	\$35.34
Marble Mason	12/1/2014		\$19.43	\$10.00	\$29.43
Millwright	6/1/2016		\$38.91	\$18.14	\$57.05
Millwright	6/1/2017		\$39.83	\$18.57	\$58.40
Operators (Class 01 - see notes)	5/1/2016		\$29.00	\$16.09	\$45.09
Operators (Class 01 - see notes)	5/1/2017		\$29.35	\$16.59	\$45.94
Operators (Class 02 -see notes)	5/1/2016		\$28.33	\$16.09	\$44.42
Operators (Class 02 -see notes)	5/1/2017		\$28.68	\$16.59	\$45.27
Operators (Class 03 - See notes)	5/1/2016		\$24.75	\$16.09	\$40.84
Operators (Class 03 - See notes)	5/1/2017		\$25.00	\$16.59	\$41.59
Operators (Class 04 - Surveying Instrument Man)	5/1/2017		\$25.29	\$16.59	\$41.88
Operators (Class 04 - Surveying Instrument Man)	5/1/2016		\$25.04	\$16.09	\$41.13
Operators (Class 04 - Surveying Instrument Man)	5/1/2015		\$24.79	\$15.59	\$40.38
Operators (Class 04 - Surveying Party Chief)	5/1/2015		\$25.52	\$15.59	\$41.11
Operators (Class 04 - Surveying Party Chief)	5/1/2017		\$26.02	\$16.59	\$42.61
Operators (Class 04 - Surveying Party Chief)	5/1/2016		\$25.77	\$16.09	\$41.86
Operators (Class 04 - Surveying Rodman/Chainman)	5/1/2015		\$24.50	\$15.59	\$40.09
Operators (Class 04 - Surveying Rodman/Chainman)	5/1/2017		\$25.00	\$16.59	\$41.59
Operators (Class 04 - Surveying Rodman/Chainman)	5/1/2016		\$24.75	\$16.09	\$40.84
Painters (Brush and Roller)(Commercial)	5/1/2016		\$21.62	\$16.70	\$38.32



**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project: 16-06461 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters (Brush and Roller)(Commercial)	5/1/2015		\$21.09	\$16.33	\$37.42
Painters (Spray and Sandblasting)(Commercial)	5/1/2015		\$21.84	\$16.33	\$38.17
Painters (Spray and Sandblasting)(Commercial)	5/1/2016		\$22.37	\$16.70	\$39.07
Painters Class 6 (see notes)	5/1/2016		\$21.87	\$16.70	\$38.57
Pile Driver Divers (Building, Heavy, Highway)	1/1/2016		\$48.10	\$17.37	\$65.47
Piledrivers	1/1/2016		\$32.03	\$17.37	\$49.40
Plasterers	6/1/2016		\$23.87	\$14.18	\$38.05
Plumbers	6/1/2016		\$36.78	\$21.02	\$57.80
Plumbers	6/1/2017		\$37.78	\$21.02	\$58.80
Pointers, Caulkers, Cleaners	6/1/2016		\$29.25	\$17.76	\$47.01
Roofers	5/1/2016		\$27.44	\$14.27	\$41.71
Roofers	5/1/2017		\$28.59	\$14.27	\$42.86
Roofers	5/1/2013		\$25.87	\$12.60	\$38.47
Sheet Metal Workers	7/1/2015		\$33.50	\$25.36	\$58.86
Sheet Metal Workers	7/1/2018		\$34.72	\$27.83	\$62.55
Sheet Metal Workers	7/1/2016		\$33.76	\$26.37	\$60.13
Sheet Metal Workers	7/1/2017		\$33.95	\$27.49	\$61.44
Sprinklerfilters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfilters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfilters	4/1/2016		\$36.05	\$21.02	\$57.07
Steamfitters	6/1/2016		\$38.51	\$19.61	\$58.12
Steamfitters	6/1/2017		\$39.71	\$19.01	\$58.72
Stone Masons	12/1/2011		\$30.97	\$16.80	\$47.77
Terrazzo Finisher	6/1/2016		\$30.33	\$14.75	\$45.08
Terrazzo Mechanics	6/1/2016		\$30.15	\$16.48	\$46.63
Tile Finisher	6/1/2016		\$24.30	\$14.18	\$38.48
Tile Setter	6/1/2016		\$30.08	\$18.23	\$48.31
Truckdriver class 1(see notes)	1/1/2016		\$27.62	\$16.60	\$44.22
Truckdriver class 2 (see notes)	1/1/2016		\$27.75	\$16.69	\$44.44
Truckdriver class 3 (see notes)	1/1/2016		\$28.23	\$16.98	\$45.21

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project: 16-06461 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter Welder	1/1/2016		\$32.38	\$16.56	\$48.94
Carpenters	1/1/2016		\$31.68	\$16.56	\$48.24
Cement Finishers	1/1/2016		\$29.75	\$18.49	\$48.24
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2016		\$28.70	\$27.26	\$55.96
Laborers (Class 01 - See notes)	1/1/2016		\$24.48	\$20.02	\$44.50
Laborers (Class 02 - See notes)	1/1/2016		\$24.64	\$20.02	\$44.66
Laborers (Class 03 - See notes)	1/1/2016		\$25.03	\$20.02	\$45.05
Laborers (Class 04 - See notes)	1/1/2016		\$25.48	\$20.02	\$45.50
Laborers (Class 05 - See notes)	1/1/2016		\$25.89	\$20.02	\$45.91
Laborers (Class 06 - See notes)	1/1/2016		\$22.73	\$20.02	\$42.75
Laborers (Class 07 - See notes)	1/1/2016		\$25.48	\$20.02	\$45.50
Laborers (Class 08 - See notes)	1/1/2016		\$26.98	\$20.02	\$47.00
Operators (Class 01 - see notes)	1/1/2016		\$30.19	\$19.18	\$49.37
Operators (Class 02 - see notes)	1/1/2016		\$29.93	\$19.18	\$49.11
Operators (Class 03 - See notes)	1/1/2016		\$26.28	\$19.18	\$45.46
Operators (Class 04 - See notes)	1/1/2016		\$25.82	\$19.18	\$45.00
Operators (Class 05 - See notes)	1/1/2016		\$25.57	\$19.18	\$44.75
Painters (Bridges, Stacks, Towers)	5/1/2016		\$24.12	\$16.70	\$40.82
Painters (Brush and Roller)(Industrial)	5/1/2016		\$22.12	\$16.70	\$38.82
Painters (Spray and Sandblasting)(Industrial)	5/1/2016		\$22.87	\$16.70	\$39.57
Piledrivers	1/1/2016		\$32.03	\$17.37	\$49.40
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2016		\$39.62	\$31.18	\$70.80



THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

\*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_
- 3) Life insurance \_\_\_\_\_
- 4) Disability \_\_\_\_\_
- 5) Vacation, holiday \_\_\_\_\_
- 6) Other (please specify) \_\_\_\_\_

### CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with \_\_\_\_\_  
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)  
\_\_\_\_\_ for the construction of the above-identified project, acknowledges that:
  - (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
  - (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
  - (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.
2. The undersigned certifies that:
  - (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
  - (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.
3. The undersigned certifies that:
  - (a) the legal name and the business address of the contractor or subcontractor are: \_\_\_\_\_
  - (b) The undersigned is:  a single proprietorship  a corporation organized in the state of \_\_\_\_\_  
 a partnership  other organization (describe) \_\_\_\_\_
  - (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
SEAL

Taken, sworn and subscribed before me this \_\_\_\_\_ Day  
of \_\_\_\_\_ A.D., \_\_\_\_\_

L&I Home

[Safety and Labor-Management Relations](#) > [Labor Law Compliance](#)

[Safety and Labor-Management Relations](#)

### ASBESTOS REMOVAL --- ASBESTOS WORKER/LABORER

[Industrial Board](#)

AMENDED FOR 11/21/97

[Labor Law Compliance](#)

The removal of asbestos containing materials should be handled as follows:

[Child Labor Law](#)

1. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breechings, etc.) will be recognized as work to be classified as Asbestos Worker.

[Prevailing Wage](#)

2. On all mechanical systems (pipes, boilers, ducts, flues, breechings, etc.) that are going to be scrapped, the removal of all insulating material, whether they contain asbestos or not, will be classified as Laborers.

[Forms](#)

3. The removal of all asbestos containing materials from walls, ceilings, floors, columns and all other non-mechanical structures and surfaces, etc., will be held to the classification of Laborers (with the exception of roofing materials).

[Project Information](#)

[Minimum Wage Law](#)

4. The term "removal" shall not include sealing, labeling and dropping of scrap material into appropriate containers. After the drop, the final disposal will be classified as Laborers.

[Labor-Management Cooperation](#)

5. The loading at the designated area of all materials that have been removed, bagged and tagged, as well as clean-up and all unloading, burying and other work required at the disposal site should be classified as Laborers.

[Mediation Services](#)

[Occupational and Industrial Safety](#)

[PENS SAFE](#)

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REGISTERED WITH THE COMMONWEALTH OF PENNSYLVANIA IN AN APPROVED PROGRAM

The employer may also pay the apprentice the percentages listed in the state approved program under which the apprentice is registered.

The rates are listed in % of Journeyman rate and in six-month intervals.

**Asbestos and Insulation Workers**

45	45	48	50	55	60	65	70	75	80
----	----	----	----	----	----	----	----	----	----

**Boilermakers**

60	65	70	75	80	85	90	95		
----	----	----	----	----	----	----	----	--	--

**Bricklayers**

50	50	60	65	70	75	80	90		
----	----	----	----	----	----	----	----	--	--

**Carpenters**

35	40	45	50	60	65	75	80	85	90
----	----	----	----	----	----	----	----	----	----

**Cement Finishers**

50	50	75	75	90	90				
----	----	----	----	----	----	--	--	--	--

**Dockbuilders/Piledrivers**

60	65	70	75	80	85				
----	----	----	----	----	----	--	--	--	--

**Drywall Finishers**

40	50	60	70	80	90				
----	----	----	----	----	----	--	--	--	--

**Electricians (1500 hour periods)**

30	35	40	50	60	75				
----	----	----	----	----	----	--	--	--	--

**Floor Layers**

45	51	57	63	69	75	82	88		
----	----	----	----	----	----	----	----	--	--

**Glaziers**

35	40	50	55	60	70	80	90		
----	----	----	----	----	----	----	----	--	--

**Iron Workers**

55	55	65	65	75	75	85	85		
----	----	----	----	----	----	----	----	--	--

**Building Laborers**

50	60	70	80						
----	----	----	----	--	--	--	--	--	--

**Painters**

40	55	65	75	85	90				
----	----	----	----	----	----	--	--	--	--

**Plasterers**

50	60	65	70	75	80	85	90		
----	----	----	----	----	----	----	----	--	--

**Plumbers**

40	45	55	65	80	90				
----	----	----	----	----	----	--	--	--	--

**Roofers**

47	47	52	52	60	60	75	75		
----	----	----	----	----	----	----	----	--	--

**Sheetmetal**

40	45	50	55	60	65	70	80		
----	----	----	----	----	----	----	----	--	--

**Sprinklerfitters**

35	40	45	50	55	60	65	70	75	80
----	----	----	----	----	----	----	----	----	----

**Steamfitters**

34	39	44	48	53	58	63	68	73	80
----	----	----	----	----	----	----	----	----	----

**Tile Layers**

50	50	60	65	70	75	80	90		
----	----	----	----	----	----	----	----	--	--

# **APPENDIX P**

- DCNR Western Region Site Plans

For site maps and directions to the DCNR Parks and Forest sites in this project please visit the DCNR website:

<http://www.dcnr.state.pa.us/learn/interactivemapresources/index.htm>

Contact Information for the sites:

## **DCNR GESA PROJECT PHASE ONE (ADMINISTERED BY DGS):**

### **FOREST DISTRICTS:**

- |                                                                        |                                                                             |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 1. FD # 4 Forbes<br>Manager: Edward A. Callahan<br>Phone: 724.238.1200 | 3. FD # 8 Clear Creek<br>Manager: Gary L. Frank<br>Phone: 814.226.1901      |
| 2. FD # 6 Gallitzin<br>Manager: Robert Wetzel<br>Phone: 814.472.1862   | 4. FD # 14 Cornplanter<br>Manager: Cecile M. Stelter<br>Phone: 814.723.0262 |

### **PARK REGION TWO:**

- |                                                                                                                                                                                |                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Allegheny Islands State Park<br>c/o Point State Park<br>Manager: <b>Kevin Blair</b><br>Phone: 724-865-9849<br><b>No Infrastructure</b>                                      | 7. Keystone State Park<br>Manager: Kris Baker<br>Maint Supervisor 1: Jeff Gaul<br>Phone: 724.668.2939                                                                    |
| 2. Clear Creek State Park<br>Manager: <b>Ryan Borcz</b><br>Asst Mgr: <b>Jared Fencil</b><br>Phone: 814.752-2368                                                                | 8. Kooser State Park<br>Manager: <b>Michael Mumau</b><br>Assist Mgr: <b>James McCorkle</b><br>Phone: 814.445.7725 ex. 13                                                 |
| 3. Cook Forest State Park<br>Manager: <b>Ryan Borcz</b><br>Maint Supervisor 1: <b>Joseph Northey</b><br>Maint Supervisor 2: <b>Melvin (John) Sleppy</b><br>Phone: 814.744.8407 | 9. Laurel Hill State Park<br>Manager: <b>Michael Mumau</b><br>Maint Supervisor 1: <b>Rick Shaulis</b><br>Maint Supervisor 2: <b>Edward Howard</b><br>Phone: 814.445.7725 |
| 4. Erie Bluffs State Park<br>c/o Presque Isle State Park<br>Manager: <b>Mathew Greene</b><br>Phone: 814.833.7424<br><b>Possibly no infrastructure</b>                          | 10. Laurel Mountain State Park<br>c/o Linn Run State Park<br>Manager: <b>Douglas Finger</b><br>Phone: 724.238.6623                                                       |
| 5. Hillman State Park<br>c/o Raccoon Creek State Park<br>Manager: <b>Al Wasilewski</b><br>Phone: 724.899.2200<br><b>PGC property that we manage</b>                            | 11. Laurel Ridge State Park<br>Manager: <b>Michael Mumau</b><br>Phone: 724.455.3744                                                                                      |
| 6. Jennings Environmental Education Center<br>Manager: Wilbur Taylor<br>Phone: 724.794-2649                                                                                    | 12. Laurel Summit State Park<br>c/o Linn Run State Park<br>Manager: <b>Douglas Finger</b><br>Phone: 724.238.6623                                                         |
|                                                                                                                                                                                | 13. Linn Run State Park<br>Manager: <b>Douglas Finger</b><br>Phone: 724.238.6623                                                                                         |



14. Maurice K. Goddard State Park  
Manager: Bill Wasser  
Maint Supervisor 1: Daniel Freer  
Phone: 724.253.4833
15. McConnells Mill State Park  
c/o Moraine State Park  
Manager: **Dustin Drew**  
Asst. Mgr: **Jacob Weiland**  
Phone: 724.368.8811
16. Moraine State Park  
Manager: **Dustin Drew**  
Maint Supervisor 1: **Douglas Thompson**  
Maint Supervisor 2: **Greg Patterson**  
Phone: 724.368.8811
17. Ohiopyle State Park  
Manager: Kenneth Bisbee  
Maint Supervisor 2: Kevin Ravenscroft  
Phone: 724.329.8591
18. Oil Creek State Park  
Manager: David Hallman  
Maint Supervisor 1: Joseph Guthrie  
Phone: 814.676.5915
19. Point State Park  
Manager: Jake Weiland  
Phone: 412-565-2850  
Maint Supervisor 1:  
**Andy Pelesky**
20. Presque Isle State Park  
Manager: **Mathew Greene**  
Maint Supervisor 1: **Terry Dennis**  
Maint Supervisor 2: **Rick Zemanek**  
Phone: 814.833.7424
21. Pymatuning State Park  
Manager: Dan Bickel  
Maint Supervisor 1: Terry Hutchinson  
Maint Supervisor 2: Thomas Woodworth  
Phone: 724.932.3142
22. Raccoon Creek State Park  
Manager: **Al Wasilewski**  
Maint Supervisor 2 : **Curtis McDowell**  
Phone: 724.899.2200
23. Ryerson Station State  
Park Manager: Alan Johnson  
Phone: 724.428.4254  
**Under redesigning of park**
24. Yellow Creek State Park  
Manager: James Tweardy  
Maint Supervisor 1: Shawn Cole  
Phone: 724.357.7913  
**Our Pilot Green Park**

DATE OF ISSUE: DECEMBER 6, 2016

DEPARTMENT OF GENERAL SERVICES  
RESOURCE AND ENERGY MANAGEMENT OFFICE  
401 NORTH STREET  
HARRISBURG, PENNSYLVANIA

BULLETIN NO. 1  
on

Project No. Small GESA-4 – REQUEST FOR PROPOSALS FOR A GUARANTEED ENERGY SAVINGS PROJECT AT: DEPT. OF CONSERVATION AND NATURAL RESOURCES, PARKS AND FOREST, WESTERN PENNSYLVANIA, Department of General Services, Energy & Resource Management, 401 North Street, Room 403, Harrisburg, Pennsylvania, 17120.

**PROPOSAL SUBMISSION DEADLINE, FRIDAY FEBRUARY 10, 2017**  
**TIME OF OPENING: 11:00 AM**

**RFP CLARIFICATIONS/CHANGES**

1. On page 3, next to “Proposal Results At...” change “www.dgs.state.pa.us, Construction and Public Works tab” to “**www.dgs.pa.gov Menu Path: State Government > Facilities & Space Management > Energy Savings Programs**”
2. On Page 24, in Section 1.36 “Calendar of Events” remove “DGS Corporate Board Room 18<sup>th</sup> & Herr Streets, Harrisburg, PA 17125” from the “Pre-Proposal Conference” box. A corrected “Calendar of Events” is on the next page.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

1.36 Calendar of Events:

Activity	Date
Notice to Proposers and RFP Issued	December 1, 2016
Pre-Proposal Conference	11:00 AM on December 13, 2016
Proposers' Deadline to Submit Questions	January 25, 2017
DGS' Deadline to Issue Bulletins	February 1, 2017
<b>Proposal Submission Deadline</b> Rebecca Tomlinson Issuing Officer 403 North Office Building 401 North Street Harrisburg, PA 17120	By 11:00 a.m. on February 10, 2017
Anticipated Date for Interviews with Proposers who received sufficient Technical Submission points	February 23 & 24, 2017
Anticipated Date for Announcement of Successful Proposer	March 3, 2017



Rebecca Tomlinson, RFP Coordinator  
ENERGY & RESOURCE MANAGEMENT OFFICE

**PLEASE ACKNOWLEDGE RECEIPT OF BULLETIN WITHIN 24 HOURS BY  
EMAIL RESPONSE TO REBECCA TOMLINSON AT [retomlinso@pa.gov](mailto:retomlinso@pa.gov)**

NAME	TITLE	DATE
FIRM		

DATE OF ISSUE: JANUARY 5, 2016

DEPARTMENT OF GENERAL SERVICES  
RESOURCE AND ENERGY MANAGEMENT OFFICE  
401 NORTH STREET  
HARRISBURG, PENNSYLVANIA

BULLETIN NO. 2  
on

Project No. Small GESA-4 – REQUEST FOR PROPOSALS FOR A GUARANTEED ENERGY SAVINGS PROJECT AT: DEPT. OF CONSERVATION AND NATURAL RESOURCES, PARKS AND FOREST, WESTERN PENNSYLVANIA, Department of General Services, Energy & Resource Management, 401 North Street, Room 403, Harrisburg, Pennsylvania, 17120.

**PROPOSAL SUBMISSION DEADLINE, FRIDAY FEBRUARY 10, 2017**  
**TIME OF OPENING: 11:00 AM**

**QUESTIONS/ANSWERS**

1. Is there any way possible that a change to the Simple Payback requirements for the PA Small GESA program could be raised from 10 years to 14 or 15 years?

Answer: DGS will consider increasing the payback limitations if the ESCO discovers a savings opportunity that has a proven method and is desired by the funding agency.



---

Rebecca Tomlinson, RFP Coordinator  
ENERGY & RESOURCE MANAGEMENT OFFICE

**PLEASE ACKNOWLEDGE RECEIPT OF BULLETIN WITHIN 24 HOURS BY  
EMAIL RESPONSE TO REBECCA TOMLINSON AT [retomlinso@pa.gov](mailto:retomlinso@pa.gov)**

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NAME	TITLE	DATE
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FIRM

DATE OF ISSUE: JANUARY 13, 2017

DEPARTMENT OF GENERAL SERVICES  
RESOURCE AND ENERGY MANAGEMENT OFFICE  
401 NORTH STREET  
HARRISBURG, PENNSYLVANIA

BULLETIN NO. 3  
on

Project No. Small GESA-4 – REQUEST FOR PROPOSALS FOR A GUARANTEED ENERGY SAVINGS PROJECT AT: DEPT. OF CONSERVATION AND NATURAL RESOURCES, PARKS AND FOREST, WESTERN PENNSYLVANIA, Department of General Services, Energy & Resource Management, 401 North Street, Room 403, Harrisburg, Pennsylvania, 17120.

**PROPOSAL SUBMISSION DEADLINE, FRIDAY FEBRUARY 10, 2017**  
**TIME OF OPENING: 11:00 AM**

**REQUEST FOR INFORMATION**

1. Please provide a list of all the Region 2 State Park buildings and their operating times as well as missing utility data from the remainder of the State Parks whose utility data was not originally included in the RFP.

Answer: Please see the requested information on pages 2-40 of this bulletin.



---

Rebecca Tomlinson, RFP Coordinator  
ENERGY & RESOURCE MANAGEMENT OFFICE

**PLEASE ACKNOWLEDGE RECEIPT OF BULLETIN WITHIN 24 HOURS BY  
EMAIL RESPONSE TO REBECCA TOMLINSON AT [retomlinso@pa.gov](mailto:retomlinso@pa.gov)**

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NAME	TITLE	DATE
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FIRM

Months of the Year

Park Name	Administrative							
	Administration Building	Office	Park Office	Forest District Office	Ranger Office	Marina Office	Resource Mgmt. Center	Control Comm. Center
Forest District 4 Forbes	12							
Forest District 6 Gallitzin				12	12			
Forest District 8 Clear Creek				12				
Forest District 14 Cornplanter		12		12				
Clear Creek State Park			8					
Cook Forest State Park	12		12		12			
Jennings Environmental Education Center		12						
Keystone State Park			12					
Kooser State Park			12					
Laurel Hill State Park			12					
Laurel Mountian State Park								
Laurel Ridge State Park								
Laurel Summit State Park								
Linn Run State Park								
Maurice K. Goddard State Park			12		8	7		
McConnells Mill State Park								
Moraine State Park			12			7		
Ohiopyle State Park			12		12			
Oil Creek State Park			12					
Point State Park	12							
Presque Isle State Park			12		12	7		
Pymatuning State Park			12		12			
Raccoon Creek State Park			12		12			
Ryerson Station State Park			12					
Yellow Creek State Park			12					

\*Red numbers indicate a weighted average for multiple locations with different operating mo

Months of the Year

Maintenance & Storage												
Park Name	Maintenance	Repair Garage	Garage	Cold Storage	Ice House	Hazardous Storage	Lumber Shed	Rescue Equipment Storage	Salt Storage	Shed	Vehicle Storage	Warehouse
Forest District 4 Forbes	12									12		
Forest District 6 Gallitzin	12	12				12				12		
Forest District 8 Clear Creek		12	12									
Forest District 14 Cornplanter	12	12	12									
Clear Creek State Park	12		12	12		12						
Cook Forest State Park	12		12			12	12			12		
Jennings Environmental Education Center	12						12					
Keystone State Park	12											
Kooser State Park												
Laurel Hill State Park	12	12										
Laurel Mountian State Park												
Laurel Ridge State Park	12											
Laurel Summit State Park												
Linn Run State Park												
Maurice K. Goddard State Park	12						12			12	12	
McConnells Mill State Park	12											
Moraine State Park	12		8									12
Ohiopyle State Park	12											
Oil Creek State Park	12		12									
Point State Park	12	12										
Presque Isle State Park	12	12					12			12		12
Pymatuning State Park	12	12	12	12						12	12	12
Raccoon Creek State Park	12	12	12			12	12					12
Ryerson Station State Park	12		12									
Yellow Creek State Park	12											

nths

Months of the Year

Park Name						Bath, Toilet & Changing				
	Camper Storage Space	Ski Storage	Snowmobile Storage	Trailer	Sign Shop	Restroom	Bath/Shower/Wash House	Changing/Dressing Room	Comfort Station	Dressing Stockade
Forest District 4 Forbes										
Forest District 6 Gallitzin										
Forest District 8 Clear Creek										
Forest District 14 Cornplanter										
Clear Creek State Park						12	9		12	
Cook Forest State Park					12	12	9		12	
Jennings Environmental Education Center						12				
Keystone State Park						10	8	4		
Kooser State Park						8	12			
Laurel Hill State Park						12	8		12	
Laurel Mountian State Park										
Laurel Ridge State Park						12				
Laurel Summit State Park										
Linn Run State Park										
Maurice K. Goddard State Park					12	10.5				
McConnells Mill State Park									12	
Moraine State Park									8.5	
Ohiopyle State Park						8.5	8	8.5	12	
Oil Creek State Park										
Point State Park						6				
Presque Isle State Park					12	7.2	6			
Pymatuning State Park					12	12	8	6	8	6
Raccoon Creek State Park					12		4	4		
Ryerson Station State Park						12	5			
Yellow Creek State Park							7			



Months of the Year

Park Name	Overnight										
	Cabin – Modern	Cabin – Rustic	Cottage	Camping Cottage	Inn	Chalet	Lodge	Hostel	Quonset Building	Yurt	YMCA Camp
Forest District 4 Forbes		12									
Forest District 6 Gallitzin											
Forest District 8 Clear Creek											
Forest District 14 Cornplanter											
Clear Creek State Park		12			12					12	
Cook Forest State Park		9			12						
Jennings Environmental Education Center											
Keystone State Park	12			8						8	
Kooser State Park	12	12									
Laurel Hill State Park				8			12				
Laurel Mountian State Park											
Laurel Ridge State Park											
Laurel Summit State Park											
Linn Run State Park											
Maurice K. Goddard State Park											
McConnells Mill State Park											
Moraine State Park	12										
Ohiopyle State Park				8.5						8.5	
Oil Creek State Park											
Point State Park											
Presque Isle State Park											
Pymatuning State Park	12										
Raccoon Creek State Park	12	4					12				
Ryerson Station State Park				12							
Yellow Creek State Park				7						7	

Months of the Year

Park Name	Dwelling						Retail				
	Apartment	Barracks	Dormitory	Housing	Residence	Staff Quarters	Camp Store	Gift Shop	Rod & Gun Club	Golf Pro Shop	Trading Post
Forest District 4 Forbes											
Forest District 6 Gallitzin											
Forest District 8 Clear Creek											
Forest District 14 Cornplanter											
Clear Creek State Park					12						
Cook Forest State Park											
Jennings Environmental Education Center											
Keystone State Park					12						
Kooser State Park					12						
Laurel Hill State Park		5			12			4			
Laurel Mountian State Park											
Laurel Ridge State Park					12						
Laurel Summit State Park											
Linn Run State Park											
Maurice K. Goddard State Park					12						
McConnells Mill State Park											
Moraine State Park					12			8			
Ohiopyle State Park				12	12						
Oil Creek State Park					12						
Point State Park											
Presque Isle State Park					12			12			
Pymatuning State Park					12		8				
Raccoon Creek State Park	12			12	12						
Ryerson Station State Park					12						
Yellow Creek State Park					12						

Months of the Year

Park Name	Food & Beverage						
	Concession	Dining/Mess Hall	Kitchen	Ski Club	Clubhouse	BBQ Pit	Restaurant
Forest District 4 Forbes							
Forest District 6 Gallitzin							
Forest District 8 Clear Creek							
Forest District 14 Cornplanter							
Clear Creek State Park							
Cook Forest State Park							
Jennings Environmental Education Center							
Keystone State Park							
Kooser State Park							
Laurel Hill State Park	4	5					
Laurel Mountian State Park							
Laurel Ridge State Park	4						
Laurel Summit State Park							
Linn Run State Park							
Maurice K. Goddard State Park							
McConnells Mill State Park							
Moraine State Park	5						
Ohiopyle State Park	8						
Oil Creek State Park							
Point State Park	3						
Presque Isle State Park	4.3						12
Pymatuning State Park							
Raccoon Creek State Park	4						
Ryerson Station State Park							
Yellow Creek State Park							





Months of the Year

Park Name	Agrarian						
	Barn	Chicken Coop	Horse Barn	Stable	Nursery	Pigpen	Corn Crib
Forest District 4 Forbes							
Forest District 6 Gallitzin							
Forest District 8 Clear Creek							
Forest District 14 Cornplanter							
Clear Creek State Park							
Cook Forest State Park							
Jennings Environmental Education Center							
Keystone State Park							
Kooser State Park							
Laurel Hill State Park							
Laurel Mountian State Park							
Laurel Ridge State Park							
Laurel Summit State Park							
Linn Run State Park							
Maurice K. Goddard State Park							
McConnells Mill State Park							
Moraine State Park							
Ohiopyle State Park	12						
Oil Creek State Park							
Point State Park							
Presque Isle State Park							
Pymatuning State Park							
Raccoon Creek State Park							
Ryerson Station State Park							
Yellow Creek State Park							









Months of the Year

Park Name	Recreation						
	Youth Center	Recreation Hall	Camp Fire Girls Building	Ski Building	Ski Lift Station	Bike Rental	Climbing Tower
Forest District 4 Forbes							
Forest District 6 Gallitzin							
Forest District 8 Clear Creek							
Forest District 14 Cornplanter							
Clear Creek State Park							
Cook Forest State Park							
Jennings Environmental Education Center							
Keystone State Park							
Kooser State Park							
Laurel Hill State Park							
Laurel Mountian State Park							
Laurel Ridge State Park							
Laurel Summit State Park							
Linn Run State Park							
Maurice K. Goddard State Park							
McConnells Mill State Park							
Moraine State Park						7	
Ohiopyle State Park							
Oil Creek State Park							
Point State Park							
Presque Isle State Park							
Pymatuning State Park							
Raccoon Creek State Park		12					
Ryerson Station State Park							
Yellow Creek State Park							

Months of the Year

Park Name	Water Recreation											
	Pool	Pool Filter Building	Pool Ticket Booth	Aquatics Building	Beach	Pier	Fish Cleaning	Boat House	Boat Launch	Boat Rental	Marina	Wet Slip
Forest District 4 Forbes												
Forest District 6 Gallitzin												
Forest District 8 Clear Creek												
Forest District 14 Cornplanter												
Clear Creek State Park												
Cook Forest State Park												
Jennings Environmental Education Center												
Keystone State Park					4					4.5		
Kooser State Park												
Laurel Hill State Park										4		
Laurel Mountian State Park												
Laurel Ridge State Park												
Laurel Summit State Park												
Linn Run State Park												
Maurice K. Goddard State Park												
McConnells Mill State Park												
Moraine State Park										5		
Ohiopyle State Park												
Oil Creek State Park												
Point State Park												
Presque Isle State Park				12		6				5		6
Pymatuning State Park					6	6	8		8	8	8	8
Raccoon Creek State Park					4			8	8	8		8
Ryerson Station State Park	3	3										
Yellow Creek State Park										4		



Months of the Year

Park Name	Power						Communications		
	Powerhouse	Generator Building	Electric	Wind Turbine	Solar	Hydroelectric	Radio Shack	Radio Tower	Telecom
Forest District 4 Forbes									
Forest District 6 Gallitzin									
Forest District 8 Clear Creek									
Forest District 14 Cornplanter									
Clear Creek State Park			12						12
Cook Forest State Park			12					12	12
Jennings Environmental Education Center			12						
Keystone State Park									
Kooser State Park		12							
Laurel Hill State Park		12							
Laurel Mountian State Park									
Laurel Ridge State Park									
Laurel Summit State Park									
Linn Run State Park									
Maurice K. Goddard State Park									12
McConnells Mill State Park									
Moraine State Park									
Ohiopyle State Park								12	
Oil Creek State Park									
Point State Park									
Presque Isle State Park					12		12	12	
Pymatuning State Park				12				12	
Raccoon Creek State Park									
Ryerson Station State Park								12	
Yellow Creek State Park				12	12				

Months of the Year

Park Name	Water Supply & Control				Water Distribution					
	Gauge Station	Dam	Dam Control Tower	Weir	Pressure Station	Valve House	Water Distribution System	Potable Water	Pump House	Well House
Forest District 4 Forbes										
Forest District 6 Gallitzin										
Forest District 8 Clear Creek										
Forest District 14 Cornplanter										
Clear Creek State Park		12			12		12	12	12	12
Cook Forest State Park	12	9			12	12	12	12	12	12
Jennings Environmental Education Center							12			
Keystone State Park										
Kooser State Park										12
Laurel Hill State Park										12
Laurel Mountian State Park										
Laurel Ridge State Park							12			
Laurel Summit State Park										
Linn Run State Park										
Maurice K. Goddard State Park										12
McConnells Mill State Park										7
Moraine State Park										
Ohiopyle State Park							12		12	12
Oil Creek State Park										
Point State Park									8	
Presque Isle State Park										
Pymatuning State Park	12	12	12	12			12	12		12
Raccoon Creek State Park		12		12						
Ryerson Station State Park										
Yellow Creek State Park							8			







Months of the Year

Park Name	Other					
	Lease	Military Building	PennDOT Building	QR Multi-Use Building	Bridges	Other
Forest District 4 Forbes						12
Forest District 6 Gallitzin						
Forest District 8 Clear Creek						
Forest District 14 Cornplanter						12
Clear Creek State Park					12	
Cook Forest State Park					12	
Jennings Environmental Education Center						
Keystone State Park						
Kooser State Park						
Laurel Hill State Park	12					
Laurel Mountian State Park						
Laurel Ridge State Park	12					
Laurel Summit State Park						
Linn Run State Park						
Maurice K. Goddard State Park						
McConnells Mill State Park						
Moraine State Park						
Ohiopyle State Park						
Oil Creek State Park						
Point State Park						8
Presque Isle State Park						
Pymatuning State Park	12					
Raccoon Creek State Park					12	
Ryerson Station State Park					12	
Yellow Creek State Park						5

**Hours of Operation**

Page 1 of 18

Park Name	Administrative							
	Administration Building	Office	Park Office	Forest District Office	Ranger Office	Marina Office	Resource Mgmt. Center	Control Comm. Center
Forest District 4 Forbes	8							
Forest District 6 Gallitzin				10	6			
Forest District 8 Clear Creek				9				
Forest District 14 Cornplanter		8		8				
Clear Creek State Park			8					
Cook Forest State Park	9		9		9			
Jennings Environmental Education Center		8.5						
Keystone State Park			8.5					
Kooser State Park			8					
Laurel Hill State Park			8					
Laurel Mountian State Park								
Laurel Ridge State Park								
Laurel Summit State Park								
Linn Run State Park								
Maurice K. Goddard State Park			8.5		8	14		
McConnells Mill State Park								
Moraine State Park			12.5			8		
Ohiopyle State Park			10		15			
Oil Creek State Park			14					
Point State Park	10							
Presque Isle State Park			8		24	11		
Pymatuning State Park			10		20			
Raccoon Creek State Park			12		12			
Ryerson Station State Park			8					
Yellow Creek State Park			8					

\* measured in hours per day



Hours of Operation

						Bath, Toilet & Changing				
Park Name	Camper Storage Space	Ski Storage	Snowmobile Storage	Trailer	Sign Shop	Restroom	Bath/Shower/Wash House	Changing/Dressing Room	Comfort Station	Dressing Stockade
Forest District 4 Forbes										
Forest District 6 Gallitzin										
Forest District 8 Clear Creek										
Forest District 14 Cornplanter										
Clear Creek State Park						24	24		24	
Cook Forest State Park					8	24	24		24	
Jennings Environmental Education Center						10				
Keystone State Park						24	24	12		
Kooser State Park						24	24			
Laurel Hill State Park						24	24		24	
Laurel Mountian State Park										
Laurel Ridge State Park						24				
Laurel Summit State Park										
Linn Run State Park										
Maurice K. Goddard State Park					9	24				
McConnells Mill State Park									24	
Moraine State Park									24	
Ohiopyle State Park						24	24	9	24	
Oil Creek State Park										
Point State Park						13				
Presque Isle State Park					9	14	24			
Pymatuning State Park					8	24	12	12	24	12
Raccoon Creek State Park					24		12	12		
Ryerson Station State Park						24	10			
Yellow Creek State Park							24			

Hours of Operation

Park Name	Overnight										
	Cabin – Modern	Cabin – Rustic	Cottage	Camping Cottage	Inn	Chalet	Lodge	Hostel	Quonset Building	Yurt	YMCA Camp
Forest District 4 Forbes		8									
Forest District 6 Gallitzin											
Forest District 8 Clear Creek											
Forest District 14 Cornplanter											
Clear Creek State Park		24			24					24	
Cook Forest State Park		24			8.5						
Jennings Environmental Education Center											
Keystone State Park	24			24						24	
Kooser State Park	24	24									
Laurel Hill State Park				24			24				
Laurel Mountian State Park											
Laurel Ridge State Park											
Laurel Summit State Park											
Linn Run State Park											
Maurice K. Goddard State Park											
McConnells Mill State Park											
Moraine State Park	24										
Ohiopyle State Park				24						24	
Oil Creek State Park											
Point State Park											
Presque Isle State Park											
Pymatuning State Park	24										
Raccoon Creek State Park	24	24					24				
Ryerson Station State Park				24							
Yellow Creek State Park				24						24	

Hours of Operation

Park Name	Dwelling						Retail				
	Apartment	Barracks	Dormitory	Housing	Residence	Staff Quarters	Camp Store	Gift Shop	Rod & Gun Club	Golf Pro Shop	Trading Post
Forest District 4 Forbes											
Forest District 6 Gallitzin											
Forest District 8 Clear Creek											
Forest District 14 Cornplanter											
Clear Creek State Park					24						
Cook Forest State Park											
Jennings Environmental Education Center											
Keystone State Park					24						
Kooser State Park					24						
Laurel Hill State Park		24			24			6			
Laurel Mountian State Park											
Laurel Ridge State Park					24						
Laurel Summit State Park											
Linn Run State Park											
Maurice K. Goddard State Park					24						
McConnells Mill State Park											
Moraine State Park					24			9			
Ohiopyle State Park				24	24						
Oil Creek State Park					24						
Point State Park											
Presque Isle State Park					24			7			
Pymatuning State Park					24		12				
Raccoon Creek State Park	24			24	24						
Ryerson Station State Park					24						
Yellow Creek State Park					24						

















Hours of Operation

Water & Recreation											
Park Name	Pier	Fish Cleaning	Boat House	Boat Launch	Boat Rental	Marina	Wet Slip	Dry Slip	Oar House	Houseboat Mooring	Offshore Mooring
Forest District 4 Forbes											
Forest District 6 Gallitzin											
Forest District 8 Clear Creek											
Forest District 14 Cornplanter											
Clear Creek State Park											
Cook Forest State Park											
Jennings Environmental Education Center											
Keystone State Park					8						
Kooser State Park											
Laurel Hill State Park					8						
Laurel Mountian State Park											
Laurel Ridge State Park											
Laurel Summit State Park											
Linn Run State Park											
Maurice K. Goddard State Park											
McConnells Mill State Park											
Moraine State Park					10						
Ohiopyle State Park											
Oil Creek State Park											
Point State Park											
Presque Isle State Park	10				12		24				
Pymatuning State Park	12	12		12	12	24	24				24
Raccoon Creek State Park			12	12	12		12	12			
Ryerson Station State Park											
Yellow Creek State Park					9						

Hours of Operation

Park Name	Fuel							Power					
	Gas House	Gas Pump Building	Gas Shed	Oil Shed	Oil	Natural Gas	Propane	Powerhouse	Generator Building	Electric	Wind Turbine	Solar	Hydro-electric
Forest District 4 Forbes													
Forest District 6 Gallitzin													
Forest District 8 Clear Creek													
Forest District 14 Cornplanter													
Clear Creek State Park				8			24			24			
Cook Forest State Park				8		24				24			
Jennings Environmental Education Center					8.5		8			8.5			
Keystone State Park													
Kooser State Park									as needed				
Laurel Hill State Park									as needed				
Laurel Mountian State Park													
Laurel Ridge State Park													
Laurel Summit State Park													
Linn Run State Park													
Maurice K. Goddard State Park													
McConnells Mill State Park													
Moraine State Park		24											
Ohiopyle State Park													
Oil Creek State Park													
Point State Park													
Presque Isle State Park	24	24	24			24						24	
Pymatuning State Park							24				24		
Raccoon Creek State Park			24				24						
Ryerson Station State Park				24			24						
Yellow Creek State Park											24	24	

Hours of Operation

Park Name	Communications			Water Supply & Control				Water Distribution					
	Radio Shack	Radio Tower	Telecom	Gauge Station	Dam	Dam Control Tower	Weir	Pressure Station	Valve House	Water Distribution System	Potable Water	Pump House	Well House
Forest District 4 Forbes													
Forest District 6 Gallitzin													
Forest District 8 Clear Creek													
Forest District 14 Cornplanter													
Clear Creek State Park			24		24			24		24	24	24	24
Cook Forest State Park		24	24	24	24			24	24	24	24	24	24
Jennings Environmental Education Center											8.5		
Keystone State Park													
Kooser State Park													24
Laurel Hill State Park													24
Laurel Mountian State Park													
Laurel Ridge State Park										24			
Laurel Summit State Park													
Linn Run State Park													
Maurice K. Goddard State Park			24										24
McConnells Mill State Park													3
Moraine State Park													
Ohiopyle State Park		24								24		6	24
Oil Creek State Park													
Point State Park												16	
Presque Isle State Park	24	24											
Pymatuning State Park		24		24	24	24	24			24	24		24
Raccoon Creek State Park					24		24						
Ryerson Station State Park		24											
Yellow Creek State Park										24			







Hours of Operation

Park Name	Other					
	Lease	Military Building	PennDOT Building	QR Multi-Use Building	Bridges	Other
Forest District 4 Forbes						8
Forest District 6 Gallitzin						
Forest District 8 Clear Creek						
Forest District 14 Cornplanter						24
Clear Creek State Park					24	
Cook Forest State Park					14	
Jennings Environmental Education Center						
Keystone State Park						
Kooser State Park						
Laurel Hill State Park	24					
Laurel Mountian State Park						
Laurel Ridge State Park	24					
Laurel Summit State Park						
Linn Run State Park						
Maurice K. Goddard State Park						
McConnells Mill State Park						
Moraine State Park						
Ohiopyle State Park						
Oil Creek State Park						
Point State Park						16
Presque Isle State Park						
Pymatuning State Park	24					
Raccoon Creek State Park					24	
Ryerson Station State Park					24	
Yellow Creek State Park						24

	Electrical Power Co#1	\$ rate	Electrical Power Co#2	\$ rate	Electric Power Co. #3	\$rate	Electric Power Co. #4	\$rate	Electric Power Co. #5	\$ Rate	Co-op Y/N		Natural Gas Company	NG Rate \$	Heating Oil Co	HO Rate \$	Water Co #1	rate \$	Sewer Co	rate \$	Notes
Clear Creek State Pa	United Electric Coop Inc	\$0.15/kwh									Y				Glassmere	2.1319/gal					
Cook Forest State Pa	Pennsylvania Elec Co.	\$0.16/kwh	United Electric Coop Inc.	\$0.16/kwh	West Penn Power Co.						Y	Partially	Knox Energy	\$0.71							
Jennings Env Ed Cen	West Penn Power Co.	\$0.05.75/Kwh									N				Meizer's Fuel Service	\$1.73/gal					
Keystone State Park	West Penn Power Co.	\$0.0799/kwh									N				Glassmere	\$1.73/gal	Municipal Authority of Westmoreland County	6" meter - \$1283.20/quarterly min. // \$427.73/monthly min. per 1000gal (next 237k gallons \$7.49/1000gal)			.0799/KWH
Kooser State Park	Pennsylvania Elec. Co.										N										
Laurel Hill St Pk Co	Somerset Rural Elec. Co.										Y	Includes Laurel Ridge									
Linn Run St Pk Com	Pennsylvania Elec. Co.	bill sent to Harrisburg, unsure of rate	West Penn Power Co.	bill sent to Harrisburg, unsure of rate							N	Includes Laurel Summit	N/A	N/A			N/A	N/A	N/A	N/A	Multiple water wells, sewage tanks pumped as needed
Maurice K. Goddard S	Constellation Newenergy Inc		Pennsylvania Elec. Co.		Pennsylvania Power Co.	0.09957					N						Sandy Lake Borough	\$35.00/month	Sandy Lake Borough	\$30/month + anything over 3333 gallons/month = \$5/1000 gallons	
McConnell's Mill St	Pennsylvania Power Co.	bill sent to Harrisburg, unsure of rate									N				Glassmere	1.73/gal					
Moraine St Pk Com	Central Elec. Coop. Inc.	0.135/Kwh	Talen Energy Marketing LLC ?		West Penn Power Co.	0.772/Kwh	Constellation New Energy	0.575/Kwh			Y	Partially	N/A		Glassmere	1.73/gal	Park Operated		Park Operated		
Ohiopyle State Park	Constellation Newenergy Inc.	.0575/KWH	First Energy Solution Corp	.0799/KWH?	Somerset Rural Elec. Co.	.01034/KWH	WGL	.06570/KWH	West Penn Power Co.	.06570/KWH	Y	One account only. Rest of park is West Penn Power.			Export Fuel	1.8239/gal	National Pike Water Authority Indian Creek Valley Water Authority	2" meter - \$155.25-1st 10,000 gal - \$5.75 per 1,000 gal next 10,000, \$4.60 per 1,000 next 10,000, \$3.86 per 1,000 next 10,000 gal * Ind Creek - water flat rate - \$12-\$96 - 5/8" to 2" meter	Indian Creek Valley Water Authority	5/8" - 2" meter - \$45 - \$600 flat fee	
Oil Creek State Park	Pennsylvania Elec. Co.			.0772/KWH							N		National Fuel	0.38911/ccf							
Park Region #2 Office											N										
Point State Park	Talen Energy Marketing	\$0.0657/KWH	Duquense Light	\$0.0662/KWH (PTC \$0.0635)							N		Peoples Natural Gas	\$6.39/M CF (PTC \$2.9889)							
Presque Isle State Pk	Pennsylvania Elec. Co.	.0669/KWH	Northwestern Rural Elec.	?							N		Open Flow	0.2547/cf	Provanta (propane)	0.8998	Erie Water Works	3.62/ccf	Erie Water Works	2.52/ccf	
Pymatuning St Pk			Pennsylvania Power Co.	0.07084	Pennsylvania Elec. Co.	0.06339	Northwestern Rural Elec.	0.05193			Y	Partially			Meizer's Fuel Svc.	1.50/gal	Linesville Municipal Authority	0.0021	Linesville Pine Joint Municipal Authority North & South Shenango Joint Municipal Authority	\$4,000/mo during summer months/11.33% of operations & Maintenance (sewage agreement)	
Raccoon Creek St Pk	Constellation Newenergy Inc		Duquense Light								N										
Ryerson Station St P	West Penn Power Co.	\$0.0571/KWH	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N		N/A	N/A	N/A	N/A	Southwest PA Water Authority	Base Public - 2" = \$120.00 / 5.0047 per gallon	N/A	N/A	
Yellow Creek St Pk	REA Energy Coop.	\$0.061/kwh									Y				Glassmere	\$1.73/gal					
FORESTRY																					
FD 4 - Forbes	West Penn Power Co.	Bill goes to Harrisburg for payment.	Pennsylvania Elec Co	Bill goes to Harrisburg for payment.	Somerset Rural Elec. Co.	\$0.103 per kwh up to 350 kwh / \$0.086 per kwh over 350 kwh	NA	NA	NA	NA	Y	Somerset Rural Electric is a cooperative.	Peoples Natural Gas	\$5.99 per MCF	Luther P. Miller	\$1.75	Municipal Authority of Westmoreland	\$0.27 per Gallon	NA	NA	
FD 6 - Gallitzin	West Penn Power Co.	N/A	Pennsylvania Elec Co	invoices go to Harrisburg	Somerset Rural Elec. Co.	10.3 up to 350 KWH/ 8.6 after 350 KWH	REA Energy Coop	N/A			Y	Partially	Peoples Natural Gas	2.9887 MCF	Glassmere Fuel	1.1979/gallon	Borough of Ebensburg	47.00/5,000 gallons; 6.15/for every 1,000 + \$69/mo.	Borough of Ebensburg	97.50/5,000 gallons; 8.75 for every 1,000 +	Borough of Ebensburg Stormwater 16.00/Impermeable footage
FD 8 - Clear Creek	West Penn Power Co.	\$432/mo.	United Elec. Coop. Inc.	\$94/mo.									National Fuel	\$102/mo.							
FD 14 - Cornplanter	Northwest Rural Elec.		Pennsylvania Elec Co	Pd by Hbg	Warren Elec. Coop. Inc	0.109							National Fuel	0.402353			Service Supplied by Warren State Hospital		Service Supplied by Warren State Hospital		

DATE OF ISSUE: JANUARY 23, 2017

DEPARTMENT OF GENERAL SERVICES  
ENERGY AND RESOURCE MANAGEMENT OFFICE  
401 NORTH STREET  
HARRISBURG, PENNSYLVANIA

BULLETIN NO. 4  
on

Project No. Small GESA-4 – REQUEST FOR PROPOSALS FOR A GUARANTEED ENERGY SAVINGS PROJECT AT: DEPT. OF CONSERVATION AND NATURAL RESOURCES, PARKS AND FOREST, WESTERN PENNSYLVANIA, Department of General Services, Energy & Resource Management, 401 North Street, Room 403, Harrisburg, Pennsylvania, 17120.

**PROPOSAL SUBMISSION DEADLINE, FRIDAY FEBRUARY 10, 2017**  
**TIME OF OPENING: 11:00 AM**

**REQUEST FOR INFORMATION**

1. Please clarify whether or not the Forest District Regional Office located at 158 South Second Street, Clarion, PA 16214 is included in this RFP.

Answer: Yes; although Clear Creek State Park and Clear Creek State Forest (FD #8) are separate entities, they are both included in this RFP. Please refer to pages 375 & 376 of the RFP for a complete list of sites included in the RFP. Also, please note that the correct address for the Clear Creek State Forest District Office (FD#8) is: 158 South Second Avenue, Clarion, PA 16214-1904.



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Rebecca Tomlinson, RFP Coordinator  
ENERGY & RESOURCE MANAGEMENT OFFICE

**PLEASE ACKNOWLEDGE RECEIPT OF BULLETIN WITHIN 24 HOURS BY  
EMAIL RESPONSE TO REBECCA TOMLINSON AT [retomlinso@pa.gov](mailto:retomlinso@pa.gov)**

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NAME	TITLE	DATE
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FIRM

DATE OF ISSUE: JANUARY 24, 2017

DEPARTMENT OF GENERAL SERVICES  
ENERGY AND RESOURCE MANAGEMENT OFFICE  
401 NORTH STREET  
HARRISBURG, PENNSYLVANIA

BULLETIN NO. 5  
on

Project No. Small GESA-4 – REQUEST FOR PROPOSALS FOR A GUARANTEED ENERGY SAVINGS PROJECT AT: DEPT. OF CONSERVATION AND NATURAL RESOURCES, PARKS AND FOREST, WESTERN PENNSYLVANIA, Department of General Services, Energy & Resource Management, 401 North Street, Room 403, Harrisburg, Pennsylvania, 17120.

**PROPOSAL SUBMISSION DEADLINE, FRIDAY MARCH 10, 2017**  
**TIME OF OPENING: 11:00 AM**

**QUESTIONS**

1. Would it be possible to extend the PA Small GESA 4 DCNR due date by two weeks?

Answer: Yes; DGS will extend the proposal deadline by 4 weeks making the new due date Friday, March 10, 2017. Please see page 2 of this bulletin for the amended calendar of events.



Rebecca Tomlinson, RFP Coordinator  
ENERGY & RESOURCE MANAGEMENT OFFICE

**PLEASE ACKNOWLEDGE RECEIPT OF BULLETIN WITHIN 24 HOURS BY  
EMAIL RESPONSE TO REBECCA TOMLINSON AT [retomlinso@pa.gov](mailto:retomlinso@pa.gov)**

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NAME	TITLE	DATE
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FIRM

1.36 Calendar of Events:

Activity	Date
Notice to Proposers and RFP Issued	December 1, 2016
Pre-Proposal Conference	<i>11:00 AM on December 13, 2016</i>
Proposers' Deadline to Submit Questions	<i>February 22, 2017</i>
DGS' Deadline to Issue Bulletins	<i>March 1, 2017</i>
<b>Proposal Submission Deadline</b> Rebecca Tomlinson Issuing Officer 403 North Office Building 401 North Street Harrisburg, PA 17120	<i>By 11:00 a.m. on March 10, 2017</i>
Anticipated Date for Interviews with Proposers who received sufficient Technical Submission points	<i>March 23 &amp; 24, 2017</i>
Anticipated Date for Announcement of Successful Proposer	<i>March 31, 2017</i>

DATE OF ISSUE: FEBRUARY 7, 2017

DEPARTMENT OF GENERAL SERVICES  
ENERGY AND RESOURCE MANAGEMENT OFFICE  
401 NORTH STREET  
HARRISBURG, PENNSYLVANIA

BULLETIN NO. 6  
on

Project No. Small GESA-4 – REQUEST FOR PROPOSALS FOR A GUARANTEED ENERGY SAVINGS PROJECT AT: DEPT. OF CONSERVATION AND NATURAL RESOURCES, PARKS AND FOREST, WESTERN PENNSYLVANIA, Department of General Services, Energy & Resource Management, 401 North Street, Room 403, Harrisburg, Pennsylvania, 17120.

**PROPOSAL SUBMISSION DEADLINE, FRIDAY MARCH 10, 2017**  
**TIME OF OPENING: 11:00 AM**

**REQUEST FOR INFORMATION**

1. Please provide the utility rates and consumption for electric, natural gas, oil, and propane for all the DCNR facilities.

Answer: The Funding Agency has provided the attachments at the end of this bulletin. The Funding Agency is currently gathering utility invoices to provide via a future bulletin.

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Rebecca Tomlinson, RFP Coordinator  
ENERGY & RESOURCE MANAGEMENT OFFICE

**PLEASE ACKNOWLEDGE RECEIPT OF BULLETIN WITHIN 24 HOURS BY  
EMAIL RESPONSE TO REBECCA TOMLINSON AT [retomlinso@pa.gov](mailto:retomlinso@pa.gov)**



**Rate and consumption of utilities for DCNR Region 2 GESA (DGS Small GESA 4)**

ANNUAL	Electricity		Water		Sewer		Natural Gas		Fuel Oil		
	Rate per kWh	Consumption/ Usage in kWh	Rate per gal or ccf	Consumption/ Usage in gal or ccf	Rate per gal or ccf	Consumption/ Usage in gal or ccf	Rate per ccf	Consumption/ Usage in ccf	Rate per gal	Consumption/ Usage in gal	
Forest Dist #4	\$0.103 to 350kWh \$0.086 after 350 kWh	29,710	\$0.027/gal	31,000	Verify on-site septic system		\$0.5990	3,360	\$1.7500	1,214	
Forest Dist #6	\$0.103 to 350kWh \$0.086 after 350 kWh	20,911	\$47.00/5,000 gallons \$6.15/for every 1,000+	15,000	\$97.50/5,000 gallons \$8.75 for every 1,000+	15,000	\$0.2989	4,859	\$1.1979	1,867	
Forest Dist #8	Estimated \$0.0629	68,208	\$0.9891/gal	18,900	\$0.010073/gal	18,900	Estimated \$0.8600	3,296	Not Applicable	Not applicable	
Forest Dist #14	\$0.1090	2,927	Supplied by Warren State Hospital		Supplied by Warren State Hospital		\$0.4024	477	Not Applicable	Not Applicable	
*Alleghany Islands SP	Possibly no infrastructure (Verify w/ Kevin Blair)			?	?	?	?	?	?	?	
Clear Creek SP	\$0.1500	204,994	Park Operated Water Treatment Plant		Park Operated Sewage Treatment Plant		Not applicable	Not applicable	Fuel Oil \$2.1319 Propane \$1.7900	Fuel Oil 2,808 Propane 10,999	
Cook Forest State SP	\$0.1600	496,566	Park Operated Water Treatment Plant		Park Operated Sewage Treatment Plant		\$0.7100	10,999	Not Applicable	Not Applicable	
*Erie Bluffs SP	No infrastructure										
Hillman State Park	No data on file/available (Verify w/ Al Wasilewski)			?	?	?	?	?	?	?	
Jennings Env Ed Cen	\$0.0575	72,589	Verify on-site well water		Verify on-site treatment system		Not applicable	Not applicable	Fuel Oil \$1.7300 Propoane \$3.5490	Fuel Oil 950 Propane 413	
Keystone State Park	\$0.0799	387,638	6" meter: \$1283.20/quarter min. + \$427.73/mo. min. per 1000 gal + next 237k gallons \$7.49/1000 gal		1,626,000	Park Operated Sewage Treatment Plant	Gallons treated on-site: 1,849,863	Not applicable	Not applicable	Fuel Oil \$1.7300 Propane \$3.07	Fuel Oil 1,205 Propane 980
Kooser State Park	TEM \$0.06339 Consellation \$0.06107 WGL \$0.04445	28,976	On-site well water		Not applicable	Septic/holding tanks	Not applicable	Not applicable	Not applicable	Not Applicable	Combined as part of Laurel Hill numbers
Laurel Hill State Park	\$0.1233	553,705	On-site well water			On-site treatment system	Gallons treated on-site: 1,373,000	Not applicable	Not applicable	Fuel Oil \$1.44/\$1.15 Propane \$1.79	Fuel Oil 3,283 Propane 579
Laurel Mtn State Park	Part of Linn Run Complex		On site well water		Not applicable	Septic/holding tanks	Not Applicable	Not applicable	Not applicable	Paid for by concessionaire	
Laurel Ridge SP	Part of Laurel Hill Complex		On-site well water		Not applicable	Septic/holding tanks	Not applicable	Not applicable	Not applicable	Not applicable	Combined as part of Laurel Hill numbers
Laurel Summit SP	Part of Linn Run Complex		On-site well water		Not applicable	Septic/holding tanks	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Linn Run State Park	Constellation \$0.0571	184,708	On-site well water		Not applicable	Septic/holding tanks	Not applicable	Not applicable	Not applicable	Fuel Oil \$1.6291 Propane \$1.5261	Fuel Oil 1,473.03 Propane 355.9
Maurice K. Goddard SP	\$0.0996	132,234	\$35.00/month		11,646 gals + 1,035 gals bottled water	\$30/month up to 3333 + \$5/1000 gallons after	1,340,000	Not applicable	Not applicable	Propane \$1.2990	At Residence: <b>720.1 gals/yr</b> At Park Office: <b>18 gals/day</b>
McConnell's Mill SP	\$0.0708	14,810	On-site well water			Septic/holding tanks	Not applicable	Not applicable	Not applicable	\$1.7300	550

ANNUAL	Electricity		Water		Sewer		Natural Gas		Fuel Oil	
	Rate per kWh	Consumption/ Usage in kWh	Rate per gal or ccf	Consumption/ Usage in gal or ccf	Rate per gal or ccf	Consumption/ Usage in gal or ccf	Rate per ccf	Consumption/ Usage in ccf	Rate per gal	Consumption/ Usage in gal
Moraine State Park	Cent Elec: \$0.135 West Penn: \$0.0772 Constellation: \$0.0575 TEM: ?	West Penn: 625,321 Cent Electric: 407,502 Park notified by West Penn that Constellation ended supplier contract for park accounts as of 20 Jan 2017	Park Operated Water Treatment Plant	Approx. 14 million gallons produced at water plant per year	Park Operated Sewage Treatment Plant	Average flow of 0.225 million gallons per day	Not applicable	Not applicable	\$1.3600	2,600
Ohiopyle State Park	Constellation: \$0.575 First Energy: \$0.0799 Somerset: \$0.1034 WGL: \$0.0657 West Penn: \$0.0657	1,598,492	2" meter: \$155.25-1st 10,000 gal + \$5.75 per 1,000 gal next 10,000 + \$4.60 per 1,000 gal next 10,000 + \$3.86 per 1,000 gal next 10,000 * Indian Creek - water flat rate - \$12-\$96 -5/8" to 2" meter	1,433,780	5/8" - 2" meter \$45 - \$600 flat fee	382,800	Not applicable	Not applicable	\$1.2900	\$2,150.00
Oil Creek State Park	TEM \$0.06339	43,824	Verify on-site wellwater		Verify on-site treatment system		\$0.3891	3,083	Propane \$1.0390	Propane 3,278
Point State Park	TEM: \$0.0657 Duquense: \$0.0662	135,981	Min 6" line = \$1,601.63 + 1-1/2"line = \$112.29 + \$5.52 per 1,000 gal over 185,000	11,205,000	Min 6" line = \$792.02 + 1-1/2"line = \$45.26 + \$3.89 per 1,000 gal over 185,000	434,281	\$0.6390	28	Not Applicable	Not applicable
Presque Isle SP	Penn Elec: \$0.0669 Northwestern: \$0.0669	1,414,480	\$3.62/ccf	8" line 9,577 4" line 1,147	\$84/per \$2,339 cf	8" line 9,577 4" line 1,147	\$0.4500	32,901	Propane \$0.8998	Propane 14,248.6
Pymatuning SP	PA Power: \$0.07084 PA Elec: \$0.06339 Northwstrn: \$0.05193	693,001	\$0.0021/gal	518,000	\$4,000/mo during summer months/ 11.33% of O&M (sewage agreement)	Unknown	Not applicable	Not applicable	Fuel Oil \$1.5000	Fuel Oil 6,384 Propane 2,873
Raccoon Creek SP	Constellation/ Duquense: \$0.626 - \$0.0783 (variable)	582,817	Verify on-site well water		Verify on-site treatment system		Not applicable	Not applicable	Fuel Oil \$1.5850 Propane \$1.0648	Fuel Oil 416.74 Propane 6538.7
Ryerson Station SP	Constellation \$0.0571 WGL \$ 0.059	153,263	2" mtr: \$120.00/\$0.0047 per gal	711, 960	Verify on-site treatment system		Not applicable	Not applicable	Propane \$1.2800	Propane 6,427.80
Yellow Creek SP	\$0.0610	186,697	Verify on-site well water		Verify on-site treatment system		Not applicable	Not applicable	Fuel Oil \$1.7300 Propane \$2.6290	Fuel Oil 678 Propane 970

**PLEASE NOTE:**

Prior DGS surveys, DGS's ERMA database and the SAP database have all been crossed-checked for the above information. A "?" represents information unavailable from those previously investigated sources.

**INSTRUCTIONS:**

1. For each item marked above with a "?", DGS requires the actual associated information to be completed for the Region 2 and corresponding Forest District GESA (DGS Small GESA 4).
2. Where a "?" appears for a utility rate for your respective Forest District or State Park, please provide it in the format requested (i.e. \$/kWh, \$/gal or \$/ccf) for the current rate.
3. Where a "?" appears for annual consumption/usage for your respective Forest District or State Park, please provide the total annual consumption/usage in the format requested (kWh, gal or ccf) for the most current year.
4. If an inaccuracy appears, please provide the correct information and highlight it.
5. Since FDC will be compiling this info for DGS prior to handing it over to them, please return your completed portion to FDC by the beginning of the day on **February 1**.

**Rate and consumption of utilities for DCNR Region 2 GESA (DGS Small GESA 4)**

\*This sheet shown for cost data information only.\*

LOCATION	YEAR											
	Electricity			Water & Sewer			Heating Fuel			Totals		
	2012-2013	2013-2014	2014-2015	2012-2013	2013-2014	2014-2015	2012-2013	2013-2014	2014-2015	2012-2013	2013-2014	2014-2015
Forest Dist #4	\$12,118.84	\$17,519.47	\$13,771.46	\$1,784.65	\$1,862.38	\$1,948.57	\$18,365.69	\$18,644.21	\$18,159.95	\$32,269.18	\$38,026.06	\$33,879.98
Forest Dist #6	\$6,687.55	\$5,791.18	\$5,240.95	\$955.65	\$812.60	\$1,834.79	\$8,408.41	\$7,625.80	\$7,143.63	\$16,051.61	\$14,229.58	\$14,219.37
Forest Dist #8	\$6,366.63	\$6,709.87	\$6,789.62	\$1,418.92	\$1,295.08	\$1,394.93	\$1,037.00	\$1,993.31	\$1,995.83	\$8,822.55	\$9,998.26	\$10,180.38
Forest Dist #14	\$3,468.12	\$3,329.41	\$2,839.50	\$518.95	\$610.99	\$1,225.87	\$615.39	\$1,890.42	\$2,867.40	\$4,602.46	\$5,830.82	\$6,932.77
*Alleghany Islands SP	Possibly no infrastructure (Verify w/ Kevin Blair)											
Clear Creek SP	\$27,512.64	\$25,091.34	\$23,437.14	\$0.00	\$0.00	\$0.00	\$14,451.83	\$29,353.27	\$24,332.01	\$41,964.47	\$54,444.61	\$47,769.15
Cook Forest State SP	\$71,112.63	\$61,014.10	\$57,497.40	\$0.00	\$0.00	\$0.00	\$7,269.69	\$11,081.47	\$11,291.61	\$78,382.32	\$72,095.57	\$68,789.01
*Erie Bluffs SP	Possibly no infrastructure (Verify w/ Mathew Greene)											
Hillman State Park	No data on file/available (Verify w/ Al Wasilewski)											
Jennings Env Ed Cen	\$4,825.70	\$5,459.66	\$6,173.29	\$0.00	\$35.26	\$0.00	\$5,620.25	\$4,259.91	\$5,162.05	\$10,445.95	\$9,754.83	\$11,335.34
Keystone State Park	\$25,276.75	\$36,432.09	\$34,851.85	\$13,199.57	\$17,176.42	\$15,460.85	\$2,844.80	\$3,593.06	\$3,355.50	\$41,321.12	\$57,201.57	\$53,668.20
Kooser State Park	\$25,635.83	\$26,258.46	\$28,976.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,635.83	\$26,258.46	\$28,976.32
Laurel Hill State Park	\$53,816.60	\$78,778.14	\$52,211.92	\$9,195.21	\$0.00	\$0.00	\$19,137.82	\$34,851.40	\$19,934.43	\$82,149.63	\$113,629.54	\$72,146.35
Laurel Mtn State Park	Possibly part of Laurel Hill State Park Complex (Verify w/ Michael Mumau)											
Laurel Ridge State Park	Possibly part of Laurel Hill State Park Complex (Verify w/ Michael Mumau)					\$0.00	\$3,114.00	\$0.00	\$0.00	\$3,114.00	\$0.00	\$0.00
Laurel Summit SP	Possibly part of Linn Run State Park Complex (Verify w/ Michael Mumau)											
Linn Run State Park	\$12,807.52	\$14,603.23	\$17,019.03	\$0.00	\$0.00	\$0.00	\$13,685.99	\$17,785.79	\$5,152.92	\$26,493.51	\$32,389.02	\$22,171.95
Maurice K. Goddard SP	\$11,089.99	\$13,875.14	\$14,739.67	\$4,110.00	\$4,825.00	\$4,935.00	\$14,185.76	\$14,671.90	\$2,547.80	\$29,385.75	\$33,372.04	\$22,222.47
McConnell's Mill SP	\$1,768.46	\$2,021.69	\$2,073.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,768.46	\$2,021.69	\$2,073.16
Moraine State Park	\$101,976.27	\$120,224.63	\$114,460.44	\$22,327.02	\$25,094.66	\$9,941.49	\$14,562.47	\$15,484.84	\$12,126.44	\$138,865.76	\$160,804.13	\$136,528.37
Ohiopyle State Park	\$46,318.28	\$46,030.78	\$66,950.68	\$33,842.99	\$33,822.82	\$31,487.36	\$13,215.43	\$33,733.72	\$11,281.98	\$93,376.70	\$113,587.32	\$109,720.02
Oil Creek State Park	\$4,757.92	\$5,099.43	\$5,406.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,757.92	\$5,099.43	\$5,406.72
Point State Park	\$80,576.05	\$125,015.19	\$144,198.27	\$23,190.48	\$18,047.28	\$0.00	\$4,622.66	\$3,777.14	\$2,759.74	\$108,389.19	\$146,839.61	\$146,958.01
Presque Isle SP	\$182,711.35	\$169,450.26	\$154,648.01	\$29,680.89	\$33,973.73	\$35,823.68	\$41,786.21	\$65,250.45	\$50,340.85	\$254,178.45	\$268,674.44	\$240,812.54
Pymatuning SP	\$115,651.46	\$137,047.47	\$124,013.84	\$123,090.54	\$140,529.97	\$132,611.28	\$23,881.70	\$4,905.61	\$16,105.69	\$262,623.70	\$282,483.05	\$272,730.81
Raccoon Creek SP	\$59,712.76	\$65,971.66	\$74,970.86	\$0.00	\$0.00	\$0.00	\$22,531.66	\$33,621.98	\$11,411.32	\$82,244.42	\$99,593.64	\$86,382.18
Ryerson Station SP	\$11,862.00	\$19,289.67	\$14,121.52	(\$474.56)	(\$1,151.03)	\$435.42	\$0.00	\$0.00	\$0.00	\$11,387.44	\$18,138.64	\$14,556.94
Yellow Creek SP	\$29,911.75	\$30,016.35	\$25,844.61	\$0.00	\$0.00	\$0.00	\$6,034.76	\$17,121.75	\$0.00	\$35,946.51	\$47,138.10	\$25,844.61
<b>Grand Total</b>	<b>\$895,965.10</b>	<b>\$1,015,029.22</b>	<b>\$990,236.26</b>	<b>\$262,840.31</b>	<b>\$276,935.16</b>	<b>\$237,099.24</b>	<b>\$235,371.52</b>	<b>\$319,646.03</b>	<b>\$205,969.15</b>	<b>\$1,394,176.93</b>	<b>\$1,611,610.41</b>	<b>\$1,433,304.65</b>

DATE OF ISSUE: FEBRUARY 23, 2017

DEPARTMENT OF GENERAL SERVICES  
ENERGY AND RESOURCE MANAGEMENT OFFICE  
401 NORTH STREET  
HARRISBURG, PENNSYLVANIA

BULLETIN NO. 7  
on

Project No. Small GESA-4 – REQUEST FOR PROPOSALS FOR A GUARANTEED ENERGY SAVINGS PROJECT AT: DEPT. OF CONSERVATION AND NATURAL RESOURCES, PARKS AND FOREST, WESTERN PENNSYLVANIA, Department of General Services, Energy & Resource Management, 401 North Street, Room 403, Harrisburg, Pennsylvania, 17120.

**PROPOSAL SUBMISSION DEADLINE, FRIDAY MARCH 10, 2017**  
**TIME OF OPENING: 11:00 AM**

**QUESTIONS/ANSWERS**

1. Because there are so many DCNR sites to manage in the project and so many tasks to complete is it OK for the “sample schedule” to consist of multiple fold-out 11 x 17 sheets and have them not be included in the total Technical Submission page count?

Answer: Yes, this will be fine.

**RFP CHANGES**

1. Replace *Part One, Sections 1.13- 1.15 Small Diverse Business Information* with the following:  
**1.13 Small Diverse Business Information.** DGS encourages participation by Small Diverse Businesses as prime contractors, and encourages all prime contractors to make significant commitments to use Small Diverse Businesses as subcontractors and suppliers. In order to be considered a Small Diverse Business, a business must meet the requirements of both a “Small Business” and “Small Diverse Business” set forth below:

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;

- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
  - o Procurement Goods and Services: \$20 million
  - o Construction: \$20 million
  - o Building Design Services: \$7 million
  - o Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at:  
<http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

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

For credit in the RFP scoring process, a Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at:  
<http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from:  
<http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services  
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)  
Room 601, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: RA-BDISBOVerification@pa.gov

**1.14** Small Diverse Businesses that submit a Proposal as a Prime Proposal will not receive credit for their own status as a Small Diverse Businesses.

A Payments to Small Diverse Businesses that are subcontractors of any level to the Small GESA Contractor will count toward the Small Diverse Business participation total based upon the dollar value of their work.

**1.15** BDISBO shall provide the awarded Proposer a Small Diverse Business Participation Plan (Plan) Form at the Initial Job Conference. The Plan, which will be completed by the awarded Proposer, shall include a list of proposed DGS-verified SDB subcontractors, manufacturers and suppliers the awarded Proposer will use on the project, along with the scope of work and/or supplies to be provided by each individual SDB. The awarded Proposer shall provide the completed Small Diverse Business Participation Plan to BDISBO within (30) days of the Initial Job Conference.

2. Replace *Part Two, Section 2.4 Small Diverse Business Submission* with the following:

**2.4 Small Diverse Business Submission**

Each Proposer shall submit one (1) copy of its Small Diverse Business Submission in a sealed envelope separate from the Technical and ECM/Cost Submissions. The SDB Submittal Form is provided as an appendix to this RFP. A value for each ECM with its associated Small Diverse Business participation percentage should be entered into the Small Diverse Business Submission Form. If no form is submitted or if the submitted form is left blank, DGS will presume that the value is 0% for each ECM and the submission will be scored accordingly. If a Proposer commits to 0%, the proposal will not be rejected as non-responsive, but the Proposer will receive 0 points for their Small Diverse Business Submission.

A. The Small Diverse Business Submission percentage per ECM represents the dollar value the Small GESA Contractor will pay to Small Diverse Businesses for that ECM in accordance with the calculation in section D below.

B. Small Diverse Businesses may provide a wide variety of services and supplies on any Small GESA project. Commitments include payments beyond the initial tier of subcontractors and suppliers (“trickle down” until payments are made to an SDB) and may also include design costs.

C. The Small Diverse Business Submission percentage for each Core ECM will apply to the value of each ECM included in the Small GESA Contract. Deletion of a core ECM will also delete that ECM’s SDB percentage. Any SDB commitments on non-core ECM’s will not count toward the overall commitment percentage.

D. The Proposer should recognize that:

1. Small Diverse Business subcontractors performing at least 60% of the subcontract with their own employees will be credited toward the provided Small Diverse Business percentage at 100% of the total dollar value of the subcontract/supply contract. Any Small Diverse Business

subcontract where the subcontractor performs less than 60% of the subcontract will not be credited.

2. Small Diverse Business manufacturers are credited at 100% of the total cost of the materials or supplies purchased.

3. For each Small Diverse Business which is a supplier, the Proposer shall specify whether that supplier is a stocking or non-stocking supplier.

a. Stocking suppliers will be credited at 60% of the total cost of the materials or supplies purchased.

b. Non-Stocking suppliers, are credited at only the amount of the fee or commission charged by the Small Diverse Business non-stocking supplier for assistance in the procurement of the materials and supplies provided the fees or commissions are reasonable and not excessive as compared with fees customarily allowed for similar services and with the understanding that under no circumstances shall the credit, for a Small Diverse Business non-stocking supplier, exceed 10% of the purchase order cost.

3. Replace *Part Three, Section 3.3 (C) Proposal Scoring Process, Point 3 (Small Diverse Business Submission Scoring) & Point 4 (Total Proposal Score and Recommendation Memo)* with the following:

**3. Small Diverse Business Submission Scoring**

a. Proposals shall be scored on an objective basis, based upon their individual commitments to Small Diverse Businesses. The Proposer with the highest Small Diverse Business (SDB) percentage will receive the most points. The other Proposers will receive points based upon the formula set forth below. Proposers acknowledge that this commitment percentage per ECM constitutes a material element of the scoring for this RFP and will be included as the binding percentages of the selected ECMs in the Small GESA Contract. Failure to meet or exceed each ECM percentage included in the Small GESA Contract may be deemed to be a breach of contract.

$$\frac{500 - (500 \times (\text{Highest Proposer's SDB \%} - \text{Proposer's SDB \%}))}{(\text{Highest Proposer's SDB \%})}$$

**4. Total Proposal Score and Recommendation Memo**

a. After BDISBO calculates the Small Diverse Business Submission scores, the Issuing Officer will calculate the Total Proposal Score using the Selection Formula set forth in this RFP.

4. Replace *Appendix I, Administrative Procedure #15 Small Diverse Business and Small Business Participation* with the attachment found at the end of this bulletin.



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Rebecca Tomlinson, RFP Coordinator  
ENERGY & RESOURCE MANAGEMENT OFFICE

PLEASE ACKNOWLEDGE RECEIPT OF BULLETIN WITHIN 24 HOURS BY  
EMAIL RESPONSE TO REBECCA TOMLINSON AT [retomlinso@pa.gov](mailto:retomlinso@pa.gov)

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# **ADMINISTRATIVE PROCEDURE #15**

## **SMALL DIVERSE BUSINESS and SMALL BUSINESS**

### **PARTICIPATION**

#### **A. General Information:**

1. The Small GESA Contractor must meet or exceed the participation percentages provided in the Small Diverse Business Submittal for Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBEs), Service-Disabled Veteran Business Enterprises (SDVBEs), Disability-Owned Business Enterprise (DOBE), and LGBT Business Enterprise (LGBTBE) (together referred to hereinafter as Small Diverse Businesses) on the Project as follows:
2. The participation level for each ECM shall apply to the total ECM value.
3. The Small Diverse Business participation may include all tiers of design and/or construction.

#### **B. Small GESA Contractor's Duty**

1. The participation percentage for each ECM provided in the Small Diverse Business Submittal is to be maintained throughout the term of the Contract and shall apply to the ECM value.
2. The Small GESA Contractor shall submit a Small Diverse Business Utilization Report with each Application for Payment (See section C below).
3. The Small GESA Contractor has until the date of the Final Inspection to meet or exceed the participation percentage for the ECM. This will be tracked through the Small Diverse Business Utilization Report.

#### **C. Small Diverse Business Utilization Report**

1. This report must be submitted with each Application for Release of Payment.
2. Starting with either the first full month after the Initial Job Conference or the first Application for Release of Payment (whichever is earlier), the Small GESA Contractor must submit a Small Diverse Business Utilization Report. Thereafter, an updated Small Diverse Business Utilization Report shall be submitted with each Application for Release of Payment.
3. Each Small Diverse Business Utilization Report must have current data (totals to date) identifying at least each element as follows:
  - a Detailed information including, but not limited to, any subcontracts and purchase orders documenting the dollar value commitments to Small Diverse Business firms to be used toward the satisfaction of the ECM participation percentages provided in the Small Diverse Business Submittal. All Small Diverse Businesses identified on the Utilization Report shall be retained on the Utilization Report throughout the duration of the Project.

- b Detailed information regarding any work that is claimed to be self- performed by the GESA Contractor and therefore allegedly not eligible for subcontracting to a Small Diverse Business.
- c Construction Subcontracts and Purchase Orders:
  - i All Subcontract/Purchase Orders awarded to date are \$\_\_\_\_\_
  - ii Commitment total to Small Diverse Businesses to date:
  - iii \$ \_\_\_\_\_
  - iv % \_\_\_\_\_
  - v For each subcontract and purchase order awarded since the previous Application for Release of Payment the:
    - Identity and status of the Small Diverse Business as a MBE/WBE/VBE/SDVBE that will be performing the work; and
    - The ECM for which the work will be performed; and
    - The type of work/service/material to be performed/supplied; and
    - The amount paid to date on each Small Diverse Business subcontract/purchase order this month.
    - The designation of Small Diverse Business Stocking Suppliers as either a MEP (i.e., mechanical, electrical, and plumbing) Stocking Suppliers or a General Construction Stocking Supplier.
    - The fee or commission paid to the Nonstocking Supplier. No credit will be given if the fee or commission is not listed and, the maximum credit shall not exceed 10 percent of the purchase order cost.
- d Failure to submit a Small Diverse Business Utilization Report with each Application for Release of Payment will result in an incomplete Application for Release of Payment. Such incomplete Application will be returned to the Small GESA Contractor and no payment will be processed until a complete Application is submitted.

**D. The Small GESA Contractor’s Commitments Toward the Submitted Participation Levels will be Calculated and Credited as follows:**

1. Only DGS-certified Small Diverse Businesses can be credited toward satisfying the participation percentages provided in the Small Diverse Business Submittal.
2. Small Diverse Business subcontractor performing at least sixty percent (60%) of the subcontract with their own employees will be credited toward the submitted percentage at 100 percent of the total dollar value of the subcontract/supply contract. Any Small Diverse Business subcontract, where the subcontractor performs less than 60% of the subcontract, will not be credited toward the submitted percentage.

4. Small Diverse Business stocking suppliers are credited at 60 percent of the total cost of the materials or supplies purchased. A stocking supplier is a regular dealer that owns, operates, or maintains a store, warehouse, or other establishment, in which the materials or supplies of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
5. Small Diverse Business nonstocking suppliers are credited at only the amount of the fee or commission charged by the Small Diverse Business nonstocking supplier for assistance in the procurement of the materials and supplies provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services and under no circumstances shall the credit, for a Small Diverse Business nonstocking supplier, exceed 10% of the purchase order cost. A nonstocking supplier does not carry inventory but orders materials from a manufacturer, manufacturer's representative or a stocking supplier. In order for a nonstocking supplier to receive credit, it must perform a useful business function by engaging in meaningful work (i.e., negotiating price; AND determining quality and quantity; AND ordering materials; AND paying for the materials) and the fee or commission must be provided with the purchase order and the Small Diverse Business Utilization Report. Industry practices and other relevant factors will be considered.
6. Small Diverse Business manufacturers are credited at 100 percent of the total cost of the materials or supplies purchased.
7. The Small GESA Contractor is allowed to use contract amounts at any tier of supply or subcontracting; however the dollar value of any commitment to a Small Diverse Business cannot be double counted.
  - a. If the Small GESA Contractor or any of its non-Small Diverse Business Subcontractors or Suppliers makes a commitment to a Small Diverse Business, the credit for the subcontract/purchase order commitment, regardless of the level or tier, shall be calculated as indicated in Section D and credited toward the participation percentage provided in the Small Diverse Business Submittal.
  - b. In the event that the Small Diverse Business whose entire subcontract value is counted towards the Small GESA Contractor's Minimum Participation Level and then subcontracts a portion of the work or supplies associated with this subcontract to another Small Diverse Business, the dollar value of the subcontract with/to this lower tier Small Diverse Business is NOT counted in the Small GESA Contractor's Participation Level in order to prevent the duplicate counting of Small Diverse Business commitment dollars. In this case, the dollar value of this subsequent Small Diverse Business subcontract has already been included within the scope of work and dollar value of the Small Diverse Business commitment already counted as a part of the Small GESA Contractor's Minimum Participation Level.
8. All Small Diverse Businesses must present a photocopy of their current Small Diverse Business certificate from DGS to the Small GESA Contractor. **The certificate must be current as of the subcontract / purchase order execution date, not revoked, lapsed or pending, in order to obtain credit for the commitment.**
9. A Small GESA Contractor's Small Diverse Business participation level per ECM is calculated by adding all or a percentage of the dollar commitments (as described in this section D) to DGS-certified Small Diverse Business subcontractors of all tiers, DGS-certified Small Diverse Business manufacturers, DGS-certified Small Diverse Business stocking suppliers, and the fee or commission paid to the DGS-certified nonstocking supplier and dividing that total amount by the total ECM price.

10. Upon receipt of the Small GESA Contractor Small Diverse Business Utilization Report, DGS will verify the certification status of the subcontractor, manufacturer, stocking supplier, or nonstocking supplier. Once reviewed by DGS, the dollar value of the subcontract or purchase order, or a percentage thereof, shall be calculated as part of the total dollar value of the Small Diverse Business participation level for the ECM.

## **E. Remedies**

10. The DGS may, in accordance with the General Conditions for the GESA Contracts (Payments Withheld), decline to approve an Application for Release of Payment in whole or in part if the Small Diverse Business Utilization Report is not included and return the incomplete Application for Release of Payment.
11. If after the first three months following Contract execution, the Small GESA Contractor fails to progress in achieving the participation percentage provided in the Small Diverse Business Submittal (based upon the data supplied in the Small Diverse Business Utilization Report), the Funding Agency may withhold payments until the GESA Contractor and the Funding Agency discuss the reasons for lack of progress and achieve a resolution. The Small GESA Contractor is not entitled to interest on any funds withheld due to their failure to submit a properly completed Small Diverse Business Utilization Report or their failure to progress in achieving the participation level.
12. The Small GESA Contractor's compliance with requirements of the Small Diverse Business participation component, including the fulfillment of any Small Diverse Business commitments in all subcontracts and purchase orders is material to the contract between the GESA Contractor and the Funding Agency. Any failure to comply with these requirements constitutes a substantial breach of the Contract. It is further understood and agreed that in the event the Funding Agency determines that the Small GESA Contractor has failed to comply with these requirements, the Funding Agency may, in addition to any other rights and remedies the Funding Agency may have under the contract, any bond filed in connection therewith, or at law or in equity, impose remedies as applicable on the Small GESA Contractor. Remedies for breach of this component may include entry into the CRP, termination, suspension, default, penalties, and/or debarment from future contracting opportunities with the Commonwealth of Pennsylvania. The remedies enumerated herein are for the sole benefit of the Funding Agency and the Funding Agency's enforcement of any provision or the Funding Agency's indulgence of any non-compliance with any provision hereunder shall not operate as a waiver of any of the Funding Agency's rights in connection with the Contract, nor shall it give rise to actions by any third parties, including any Small Diverse Business enterprises.

DATE OF ISSUE: FEBRUARY 28, 2017

DEPARTMENT OF GENERAL SERVICES  
ENERGY AND RESOURCE MANAGEMENT OFFICE  
401 NORTH STREET  
HARRISBURG, PENNSYLVANIA

BULLETIN NO. 8  
on

Project No. Small GESA-4 – REQUEST FOR PROPOSALS FOR A GUARANTEED ENERGY SAVINGS PROJECT AT: DEPT. OF CONSERVATION AND NATURAL RESOURCES, PARKS AND FOREST, WESTERN PENNSYLVANIA, Department of General Services, Energy & Resource Management, 401 North Street, Room 403, Harrisburg, Pennsylvania, 17120.

**PROPOSAL SUBMISSION DEADLINE, FRIDAY MARCH 10, 2017**  
**TIME OF OPENING: 11:00 AM**

**REQUEST FOR INFORMATION**

All remaining utility invoices that were made available to DGS can be found on our website until March 10, 2017. Please go to [www.dgs.pa.gov](http://www.dgs.pa.gov) then navigate to State Government > Facilities & Space Management > Energy Savings Program. To view the utility invoices, click on “SM GESA 4 - DCNR Western Region” under the “Current Projects” area.



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Rebecca Tomlinson, RFP Coordinator  
ENERGY & RESOURCE MANAGEMENT OFFICE

**PLEASE ACKNOWLEDGE RECEIPT OF BULLETIN WITHIN 24 HOURS BY  
EMAIL RESPONSE TO REBECCA TOMLINSON AT [retomlinso@pa.gov](mailto:retomlinso@pa.gov)**