



**FULLY EXECUTED**

Contract Number: 4400027621

Original Contract Effective Date: 03/28/2023

Valid From: 04/10/2023 To: 04/09/2025

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: **Horting Jenna**

Phone: 717-787-1122

Fax:

Your SAP Vendor Number with us: 148457

**Supplier Name/Address:**

CLARK CONTRACTORS INC  
145 CLARK BUILDING RD STE 7  
BEDFORD PA 15522-9768 US

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 8146239400

Supplier Fax Number: 814-623-3391

**Contract Name:**

JOC - NET - HVAC

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	HVAC	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

No further information for this Contract

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

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

Date \_\_\_\_\_

**DESIGN BUILD JOB ORDER CONTRACT BETWEEN**  
**THE DEPARTMENT OF GENERAL SERVICES AND**  
**THE JOC CONTRACTOR**  
**DGS-A-2022-0001-JOC-NET-K-2**

This Design Build Job Order Contract (“the Contract”), is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Commonwealth of Pennsylvania, Department of General Services, hereinafter called “the DEPARTMENT”, and

**Clark Contractors Inc.**  
**145 Clark Building Rd. Suite 7**  
**Bedford, PA 15522**

a corporation incorporated under the Laws of the State of **Pennsylvania**, its successors and assigns, hereinafter called “the JOC Contractor”.

**ARTICLE 1 – THE CONTRACT DOCUMENTS**

THIS Contract consist of this Design Build Job Order Contract, JOC Request for Proposal Process; the Request For Proposal and all appendix documents attached thereto (“RFP”); Unit Price Book, all addenda; the JOC Contractor’s proposal submitted in response to the RFP that do not conflict with the RFP; the Contract Bonds; the General, Special, and other Conditions of the Design Build Contracts for JOC Job Orders ; the Job Order and all related documents issued in conjunction with the Job Order, including but not limited to, the Detailed Scope of Work, the Job Order Proposal, Supplementary Job Orders, the Design Documents, all Contract Drawings created by or for the JOC Contractor’s Retained Professional, the specifications created by or for the JOC Contractor’s Retained Professional, including specifications associated with all

addenda/bulletins; all RFI responses ; Amendments to the Design Build Job Order Contract; and the Administrative Procedures for the JOC Projects, collectively referred to hereinafter as the “Contract Documents.” The Contract Documents are incorporated by reference as if fully set forth herein. To the extent that any of these documents are amended by statute, the statutory language will control.

## **ARTICLE 2 – THE WORK**

This is an indefinite quantity Contract pursuant to which the JOC Contractor may perform an ongoing series of individual Job Order Projects at different locations throughout a designated geographical region. The JOC Contractor shall perform all the work set forth in the Detailed Scopes of Work referenced in the individual Job Orders issued by Client Agencies against this Contract, hereinafter referred to as the “Work.”. The JOC Contractor is required to complete each required design and the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

This Contract is for design and construction work and related services to be performed within the **North Eastern** region (See the region map). However, if the need arises, the Commonwealth reserves the right to require the JOC Contractor to perform work at any location or facility under the jurisdiction of the Commonwealth.

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

The Work to be performed under this Contract shall be commenced upon the effective date of the Contract. This date shall be defined, pursuant to the terms of the General Conditions of the Design Build Job Order Contract, to be the date upon which the last Commonwealth official who is required to execute the contract executes the contract.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after the Contract Term has expired. All terms and conditions of the Contract apply to each Job Order.

The Client Agency, under emergency situations, may direct the JOC Contractor to begin to incur costs prior to a Job Order and its purchase order being executed.

The JOC Contractor shall complete the Detailed Scope of Work for each Job Order to the satisfaction and approval of the Client Agency on or before the Job Order Completion Time.

The JOC Contractor shall comply with all time periods established in these Contract Documents or at the Joint Scope Meeting. Failure to adhere to these time periods may result in the JOC Contractor being entered into the Contractor Responsibility Program and Job Orders provided to other JOC Contractors and any other remedies available to the Department.

Liquidated damages will be included on every Job Order-. If no Extension of Time is granted, for each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in the following table, Schedule of Liquidated Damages, will be deducted from any money due the JOC Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Design Build Job Order Contract. The Client Agency may extend the Job Order Completion Time for causes set forth in the General Conditions for Design Build Contracts for JOC Job Orders and, which, in fact, delay the completion of said work. In such case, the JOC Contractor is liable for said Liquidated Damages only after the expiration of the extended period.



**SCHEDULE OF LIQUIDATED DAMAGES**

<b>Job Order Price</b>	<b>Liquidated Damages</b>
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

**ARTICLE 4 - DESIGN BUILD JOB ORDER CONTRACT TERM**

The Base Term of the Contract is two (2) years, beginning on the Effective Date of the Contract. There are three (3) one-year bilateral Option Terms. Both parties must agree to extend the Contract for an Option Term. The Commonwealth will send a notice to the JOC Contractor notifying of the Commonwealth's intent to exercise an Option Term. The JOC Contractor will have thirty (30) days from receipt of the notice to respond whether or not the JOC Contractor agrees to exercise an Option Term.

In the event the JOC Contractor has not completed any issued Job Order prior to a termination date, the Contract shall remain in effect as to that Job Order until its completion.

This Contract Term may be extended beyond the third Option Term at the Department's sole option where a continued need exists for Job Order Contracting Services. The JOC Contractor agrees that any extension of the Contract Term will be on the same terms and conditions as the original Design Build Job Order Contract except as otherwise agreed to in writing by the parties.

**ARTICLE 5 – CONTRACT SUM**

The Contract is an indefinite-quantity contract for design and construction work and services. The Estimated Annual Value for this Contract is **\$1,174,860.00**. The JOC Contractor may be issued Job Orders exceeding the Estimated Annual Value during any year of the Contract.

The JOC Contractor is not guaranteed to receive any Job Order or Job Orders totaling this volume, or any dollar amount of Job Orders. It is merely an estimate.

The JOC Contractor shall perform all work required, necessary, and proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Unit Price Book and the following Adjustment Factors:

**Normal Working Hours Adjustment Factor** 7:00 am to 4:00 pm Monday to Friday, except for Commonwealth Holidays:

1.33 .

**Other Than Normal Working Hours Adjustment Factor** 4:01 pm to 6:59 am Monday to Friday, and all-day Saturday, Sunday and Commonwealth Holidays:

1.33 .

**Emergency:** For Emergency Work.

1.33 .

**Secured Facility:** For work in a Secured Facility.

1.43 .

**Emergency in Secured Facility:** For Emergency work in a Secured Facility

1.43 .

**Design Work Adjustment Factor:** For Design Work:

1.04 .

## **ARTICLE 6 – PROGRESS PAYMENTS AND RETAINAGE**

Based upon applications for payment submitted to the Client Agency by the JOC Contractor for each Job Order, the Client Agency will make progress payments on account of the Job Order Price to the JOC Contractor, in accordance with the provisions of the Prompt Payment Schedules found in the Commonwealth Procurement Code, 62 Pa. C.S. §3931-§3939, the General Conditions for Design Build Contracts for JOC Job Orders, and the Administrative Procedures, which 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 Client Agency. The Client Agency may retain a portion of the amount due the contractor to insure the proper performance of the JOC Contractor in each Job Order Application for Payment in accordance with the provisions of Retainage found in the Commonwealth Procurement Code, 62 Pa. C.S. §3921, and the General Conditions for Design Build Contracts for JOC Job Orders, which both are incorporated herein by reference and made a part hereof as if those provisions were fully and at length herein recited.

Within ten (10) days of the Project Start Date and prior to the submission of the JOC Contractor's first Application for Payment, the JOC Contractor shall submit for the Client Agency's approval, a schedule of values in the agreed upon format, indicating values for various elements of the Work. The schedule of values must provide the aggregate total Job Order Price, divided to facilitate payments for all phases of the Project described in the Detailed Scope of Work. The agreed upon schedule of values, when accepted by the Client Agency or the Construction Manager, will be used as a basis for the JOC Contractor's Application for Payments.

Before submitting an Application for Payment (Final or Partial) the JOC Contractor shall reach an agreement with the Project Manager concerning the percentage complete for the agreed upon schedule of values and the dollar value for which the Application for Payment may be submitted.

## **ARTICLE 7 – FINAL PAYMENT**

Final Payment, constituting the entire unpaid balance of the Job Order Price for each issued Job Order, will be paid by the Client Agency to the JOC Contractor within thirty (30) days after Final Inspection of the Detailed Scope of Work, if the Detailed Scope of Work has been fully performed, and a Final Application for Payment has been submitted, as provided in the General Conditions for Design Build Contracts for JOC Job Order.

The Client Agency will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Client Agency reserves the right to require payments in accordance with Article 6 of this Contract and Article 13 of the General Conditions.

## **ARTICLE 8 – SMALL DIVERSE BUSINESS (SDB) and VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION**

JOC Contractor agrees to meet and maintain its 9.0% commitment to utilize SDBs and its 3.0% commitment to utilize VBEs made in its SDB Participation Submittal and associated required documents and its VBE Submittal and associated required documents. The JOC Contractor agrees to complete the SDB and VBE payment information in the Department's Compliance Management Software, or as otherwise directed by the Department, in accordance with the Contract Documents. These percentages shall be achieved on an annual basis from all Job Orders issued during that year.

## **ARTICLE 9 – MISCELLANEOUS PROVISIONS**

9.1 **TERMS DEFINED.** Terms used in this Design Build Job Order Contract defined in the General Conditions of the Design Build Job Order Contract have the meanings designated in those Conditions.

9.2 **CORRECTIVE WORK.** In addition to any other guarantees or warranties, the JOC Contractor covenants and agrees, after acceptance of the Work performed under this Design Build Job Order Contract and

Job Orders, to remedy without cost to the Client Agency, any such defect provided said defects in the judgment of the Client Agency, or its successors having jurisdiction over the premises, are caused by defective or interior materials, equipment or workmanship. If the corrective work is not completed within thirty (30) days after the notification by the Client Agency to the JOC Contractor and its Surety Company, the Client Agency may do the work and submit those costs to the Surety Company for reimbursement.

9.3 BONDS. The Contract Bonds given by the JOC Contractor conditioned upon the faithful performance of the Job Order / Detailed Scope of Work and for the payment of labor, material, equipment and public utility service claims shall be attached to all issued Job Orders and shall be made a part of them. No third party shall acquire any rights against the Department or the Client Agency under the Contract Documents.

9.4 SOVEREIGN IMMUNITY. Nothing in this 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.

9.5 NO THIRD PARTY BENEFICIARY. No third party acquires any rights against the Department under this Contract.

9.6 PRIVACY OF CONTRACT. There is no privity of contract between any other entity under contract with the Department and the Contractor and the Contractor is not an intended third party beneficiary of any other Department contract/agreement.

9.7 CHOICE OF LAW. The JOC 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.

9.8 BOND RIGHTS NOTIFICATION. Any claimant who has performed labor or furnished material, equipment or renting equipment or rendering public utility services in connection with the performance of this Design Build Job Order Contract or a Job Order has a right of action to recover the cost thereof from the JOC Contractor and the surety on the Bond given to secure the payment as set forth in Section §903(d) of the Commonwealth Procurement Code, 62 Pa. C. S. §903(d). For those who do not have a contract directly with

the JOC Contractor, this right of action may not be exercised unless the JOC Contractor is notified of the claim within ninety (90) days from the last performance of labor or provision of materials. The JOC Contractor shall include in all of its subcontracts and supply contracts a provision requiring that its subcontractors and suppliers notify, in writing, their subcontractors and suppliers of this requirement. No third party rights arise against the Department or the Client Agencies for any reason under this Article and the JOC Contractor shall inform all of its subcontractors and suppliers in writing.

#### **ARTICLE 10 – CONTRACT COMPLIANCE REGULATIONS**

All State and Federal Laws prohibiting discrimination in hiring or employment opportunities are made a part hereof. The Contract Documents list applicable statutory provisions which are incorporated by reference into this contract as if set forth fully herein.

#### **ARTICLE 11 – MERGER CLAUSE**

This Contract when executed, approved and delivered, together with all the Contract Documents, shall constitute the entire agreement between the parties, and there are no other representations or agreements, oral or written, except as expressly set forth in this Contract. This Contract may not be amended or modified by the parties except as provided in the Contract Documents.

IN WITNESS WHEREOF, the Department of General Services and the JOC Contractor, have caused this contract to be executed on the day and year above written.

Attest:

Stacey D. Hall  
Stacey D. Hall  
Secretary/~~Treasurer~~

Date: 1/23/2023

Clifton J. Clark  
Clifton J. Clark  
JOC Contractor  
1/23/2023  
Date

(Corporation President/~~V. President~~)

SAP Vendor No: 148457

FID No: 25-1418797

Witness:

To be approved electronically  
Date: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
To be approved electronically  
Secretary Date

APPROVED AS TO LEGALITY

To be approved electronically  
Office of Chief Counsel , DGS

To be approved electronically  
Office of General Counsel

To be approved electronically  
Office of Attorney General

To be approved electronically  
Comptroller Operations



January 23, 2023

Clifton Clark  
Clark Contractors Inc.  
145 Clark Building Rd., Suite 7  
Bedford, PA 15522

Re: Notice of Selection / Contract Award  
RFP No. **DGS-A-2022-0001-JOC-NET-K-2**  
Job Order Contracting Services

Dear Mr. Clark:

The Department of General Services (Department) has evaluated the Proposal your firm submitted in response to the Request for Proposals for Project No. **DGS-A-2022-0001-JOC-NET-K-2**, Job Order Contracting Services, along with other submitted responsive proposals. The Department has determined that your firm submitted the Proposal most advantageous to the Commonwealth in accordance with the evaluation factors, procedures and criteria set forth in the Request for Proposal and is therefore selecting and awarding the above subject Contract to **Clark Contractors Inc.** The Design Build Job Order Contract attached to this letter must be completed and wet signature copy returned to the Department within ten (10) days of the date of this letter.

However, according to Section 543 of the Commonwealth Procurement Code, your firm **will not have a contract with the Department until the last Commonwealth official executes the contract.** Issuance of this Notice of Selection / Notice of Contract Award shall not constitute a waiver of the Department's right to rescind the award. The Department explicitly reserves the right to rescind the award until the last Commonwealth official executes the contract. A stamped "Approved Electronically" or similar wording by the Commonwealth on the contract signature page constitutes a valid, binding contract with the Commonwealth and represents that all approvals required by the Commonwealth have been obtained. The Department will return a fully executed original contract to you for your records.

Sincerely,

A handwritten signature in black ink that reads "Jason S. Snyder". The signature is written in a cursive, flowing style.

Jason Snyder  
Deputy Secretary for Public Works (Acting)

Cc: John Sechrist  
Jenna Horting  
Ed Olivieri





**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

**Request for Proposal  
For General Construction,  
HVAC, Plumbing, and  
Electrical Job Order  
Contracts**

**Contract Nos.**

Region	General .1	HVAC .2	Plumbing .3	Electrical .4
Capital	DGS A-2022-0001-JOC-CAP-K-1	DGS A-2022-0001-JOC-CAP-K-2	DGS A-2022-0001-JOC-CAP-K-3	DGS A-2022-0001-JOC-CAP-K-4
Central Southeast	DGS A-2022-0001-JOC-CSE-K-1	DGS A-2022-0001-JOC-CSE-K-2	DGS A-2022-0001-JOC-CSE-K-3	DGS A-2022-0001-JOC-CSE-K-4
Central Southwest	DGS A-2022-0001-JOC-CSW-K-1	DGS A-2022-0001-JOC-CSW-K-2	DGS A-2022-0001-JOC-CSW-K-3	DGS A-2022-0001-JOC-CSW-K-4
Northeastern	DGS A-2022-0001-JOC-NET-K-1	DGS A-2022-0001-JOC-NET-K-2	DGS A-2022-0001-JOC-NET-K-3	DGS A-2022-0001-JOC-NET-K-4
Northwestern	DGS A-2022-0001-JOC-NWT-K-1	DGS A-2022-0001-JOC-NWT-K-2	DGS A-2022-0001-JOC-NWT-K-3	DGS A-2022-0001-JOC-NWT-K-4
Southwestern	DGS A-2022-0001-JOC-SWT-K-1	DGS A-2022-0001-JOC-SWT-K-2	DGS A-2022-0001-JOC-SWT-K-3	DGS A-2022-0001-JOC-SWT-K-4

**Job Order Contracting Services**

**Tom Wolf**  
Governor

**Joseph H. Lee**  
Acting Secretary

**September  
2022**

**NOTICE TO PROPOSERS**

The following Project is being released utilizing the Request for Proposal Contracting Method of Procurement by the Department of General Services, where DGS will consider technical qualifications, costs, and Small Diverse Business and Veteran Business Enterprise participation.

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 Proposal Due Date and Time, regardless of method of delivery used. **No proposal shall be considered if it arrives after the Proposal Due Date and 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, contract number and the Proposal Opening Date and Time.

Contract..... Job Order Contracting Services

Project Location ..... Various locations within the awarded region

Client Agency ..... Varies

Brief Description..... The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The JOC Contractor is required to complete required designs and each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

Pre-Proposal Conference..... There will be 3 **mandatory** Pre-Proposal Conferences for the Job Order Contracting Services Contract. The Pre-Proposal Meetings will be scheduled in different locations across the Commonwealth, but the same information will be presented during each. It is required that your company attend at least one of these Pre-Conferences if you plan to submit a proposal. There is no requirement of who from your company attends but it is strongly recommend that the Proposer's Project Manager responsible for attending site visits with Client Agencies and preparing Price Proposals attend the Pre-Proposal Conference.

**Blair County**

Hampton Inn Altoona  
180 Charlotte Drive  
Altoona, PA 16601  
October 4, 2022 at 10:00 AM

**Cumberland County**

Holiday Inn Express  
6325 Carlisle Pike  
Mechanicsburg, PA 17050  
October 5, 2022 at 10:00 AM

**Lehigh County**

Fairfield Inn  
208 PA Route 100  
Breinigsville, PA 18031  
October 6, 2022 at 10:00 AM

**Failure to attend a Pre-Proposal Conference will result in rejection of your proposal**

**The following Training Sessions are not mandatory, but it is strongly encouraged that a representative from each Company attend:**

Diversity Inclusion and  
Small Business Opportunities  
Training Session.....

**A Training Session with the Bureau of Diversity Inclusion and Small Business Opportunities on Small Diverse Business and Veteran Business Enterprise requirements will be held VIRTUALLY on:**

**October 12, 2022 at 9:00 AM**

[Click here to join the meeting](#)

Audio Only

[+1 267-332-8737,146446457#](#) United States, Philadelphia

Phone Conference ID: 146 446 457#

Detailed Training on Unit Price  
Application.....

**A Training Session with the JOC Consultant (FOS of CannonDesign) will be held VIRTUALLY on:**

**October 18, 2022 at 10:00 AM**

[Click here to join the meeting](#)

[+1 412-912-4360,,617107947#](#) United States, Pittsburgh

Phone Conference ID: 617 107 947#

Proposal Contact/RFP Coordinator... John Sechrist  
 Department of General Services  
 Arsenal Building  
 1800 Herr Street  
 Harrisburg, PA 17103  
 Phone: (717) 514-4950  
 Email: [josechrist@pa.gov](mailto:josechrist@pa.gov)

**Proposal Due Date and Time.....Tuesday, November 15, 2022 at 2:00 PM**

Proposal Delivery Location.....Public Works Arsenal Building  
 ..... 1800 Herr Street  
 ..... Harrisburg, PA 17103  
 ..... Attention – Job Order Contracting Contract Number

Region	General .1	HVAC .2	Plumbing .3	Electrical .4
Capital	DGS A-2022-0001-JOC-CAP-K-1	DGS A-2022-0001-JOC-CAP-K-2	DGS A-2022-0001-JOC-CAP-K-3	DGS A-2022-0001-JOC-CAP-K-4
Central Southeast	DGS A-2022-0001-JOC-CSE-K-1	DGS A-2022-0001-JOC-CSE-K-2	DGS A-2022-0001-JOC-CSE-K-3	DGS A-2022-0001-JOC-CSE-K-4
Central Southwest	DGS A-2022-0001-JOC-CSW-K-1	DGS A-2022-0001-JOC-CSW-K-2	DGS A-2022-0001-JOC-CSW-K-3	DGS A-2022-0001-JOC-CSW-K-4
Northeastern	DGS A-2022-0001-JOC-NET-K-1	DGS A-2022-0001-JOC-NET-K-2	DGS A-2022-0001-JOC-NET-K-3	DGS A-2022-0001-JOC-NET-K-4
Northwestern	DGS A-2022-0001-JOC-NWT-K-1	DGS A-2022-0001-JOC-NWT-K-2	DGS A-2022-0001-JOC-NWT-K-3	DGS A-2022-0001-JOC-NWT-K-4
Southwestern	DGS A-2022-0001-JOC-SWT-K-1	DGS A-2022-0001-JOC-SWT-K-2	DGS A-2022-0001-JOC-SWT-K-3	DGS A-2022-0001-JOC-SWT-K-4

**Please Note: If you are submitting on more than one Contract, each Proposal must be submitted separately and include the Contract Number on the package**

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

Proposal Results At..... [www.dgs.pa.gov](http://www.dgs.pa.gov) under Businesses > Design and Construction > Job Order Contracting

Proposal Period ..... 90 days anticipated from Proposal Submission Deadline until Notice of Selection

Obtaining Contract Documents.....Email [RA-publicworks@pa.gov](mailto:RA-publicworks@pa.gov) to receive the Request for Proposal and Unit Price Book

List of Proposers who secured Contract Documents.....[www.dgs.pa.gov](http://www.dgs.pa.gov) under Businesses > Design and Construction > Job Order Contracting

**SMALL DIVERSE BUSINESS (SDB) AND VETERAN BUSINESS ENTERPRISE (VBE)  
PARTICIPATION GOALS**

	<b>SDB Participation Goal</b>	<b>VBE Participation Goal</b>
<b>General Contracting - .1</b>	<b>8.2%</b>	<b>3.0%</b>
<b>HVAC - .2</b>	<b>9.0%</b>	<b>3.0%</b>
<b>Plumbing - .3</b>	<b>17.5%</b>	<b>3.0%</b>
<b>Electrical - .4</b>	<b>20.2%</b>	<b>3.0%</b>

**CALENDER OF EVENTS**

<b>Activity</b>	<b>Date</b>
Notice to Proposers RFP Issued	September 28, 2022
Pre-Proposal Conferences	October 4, 2022 October 5, 2022 October 6, 2022
Proposers' Deadline to Submit Questions required for Proposal Submission	November 7, 2022
Commonwealth Deadline to Issue Addendum, before proposal submission deadline	November 10, 2022
Proposal Submission Deadline	November 15, 2022

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

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**PART 4 – CRITERIA FOR SELECTION**

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- F. COMPARABLE CONSTRUCTION EXPERIENCE, FOR PROJECTS  
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- G. COMPARABLE CONSTRUCTION EXPERIENCE, FOR A PROJECT  
BETWEEN \$400,001 and \$2,000,000**
- H. KEY PERSONNEL, PROJECT MANAGER**
- I. COST SUBMISSION FORM (*Separate from Technical Proposal*)**
- J. SMALL DIVERSE BUSINESS and VETERAN BUSINESS ENTERPRISE  
PARTICIPATION SUMMARY SHEET**
- K. SMALL DIVERSE BUSINESS and VETERAN BUSINESS  
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---

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# PART 1

## GENERAL INFORMATION FOR JOB ORDER CONTRACTING PROPOSERS

**1-1 Purpose.** This Request for Proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit a proposal consisting of three separately sealed submissions: 1) one for Technical, 2) one for Cost, and 3) one for the Small Diverse Business (SDB) Participation Submission and one Veteran Business Enterprise (VBE) Participation Submission for consideration by the Commonwealth of Pennsylvania (Commonwealth) to satisfy a need for Job Order Contracting services. Through this process, the Commonwealth intends to enter twenty-eight (28) separate indefinite quantity Design Build Job Order Contracts (Job Order Contracts) (one General Construction, HVAC, Plumbing and Electrical for each of the seven (7) identified Regions). **Proposers who want to propose for multiple disciplines and multiple regions must complete and submit separate proposals for each discipline/Region for which it wants to be considered for award of a contract.**

If Design is needed that cannot be performed by the Client Agency, the JOC Contractor's Retained Professional must be a DGS-verified Small Business.

**1-2 Issuing Office.** This RFP is issued by the Department of General Services (DGS) for the Commonwealth of Pennsylvania. The Issuing Office is the sole point of contact in the Commonwealth for this RFP. Proposers are required to email [RA-publicworks@pa.gov](mailto:RA-publicworks@pa.gov) or call 717-787-7095 to request the RFP Contract Documents, which ensures you are included on the Plan Holders list. Proposers should not contact any Commonwealth employees or any consultant 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 Section 1-11 and shall also include the RFP Name and Contract Number.

**RFP Coordinator: John Sechrist**  
Arsenal Building  
1800 Herr Street  
Harrisburg, PA 17103  
Telephone: (717) 514-4950  
Email: [josechrist@pa.gov](mailto:josechrist@pa.gov)

The RFP Coordinator will ensure that questions are answered promptly and **that all addenda will be issued to Proposers who have requested Contract Documents.** Any entity that is not on Commonwealth's list of plan holders will not receive complete addenda and will be deemed non-responsive on the Proposal Submission Date.

**1-3 Scope.** This RFP contains instructions governing the proposals to be submitted and the material to be included therein, a description of the Work to be performed, requirements which must be met to be eligible for consideration, evaluation criteria,



and other requirements to be met by each proposal.

#### 1-4 Definitions.

These definitions shall apply to terms used in the RFP, without conflicting with any definitions in the General Conditions of the Job Order Contract:

- A. **Client Agency** – The Department or any other executive agency, government agency, independent agency, state-affiliated agency, state-aided institution or state-related institution requesting the Project, which includes the Work covered by the Job Order. If a Construction Manager is managing a Job Order or Project, the term “Construction Manager” is used interchangeably with Client Agency in the Contract Documents.
- B. **Commissioning Agent (CA)** – The representative/consultant of JOC Contractor that is responsible for coordinating, directing and participating in the day-to-day commissioning activities.
- C. **Construction Manager (CM)** – The authorized representative or designee to coordinate and manage the Job Order(s) on behalf of the Client Agency. Construction Manager shall be either the FOS of CannonDesign, retained by the Department, or the Client Agency which will act as the authorized representative to coordinate and manage the Project. If a Construction Manager is managing a Job Order or Project, the term “Construction Manager” is used interchangeably with “Client Agency” in the Contract Documents. Also known as “JOC Consultant.”
- D. **JOC Consultant** - The Department of General Services has retained the services of FOS of CannonDesign. to be the JOC Consultant for the Contract and work in conjunction with the Client Agency as the JOC Consultant to procure Job Orders from identification through purchase order execution.
- E. **JOC Contractor’s Retained Professional (Professional(s))** – the licensed engineer(s) and/or architect(s) retained by the Lead JOC Contractor to provide necessary design services under the Job Order Contract in accordance with the design guidelines, to develop and seal all Design Documents used for construction, and perform the duties set forth in these General Conditions. **All Retained Professionals must be DGS self-certified Small Business.** The term JOC 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. When required for a Job Order, the Retained Professional will be a member of the JOC Contractor’s team. Contractual relationships within the JOC Contractor’s team are the JOC Contractor’s responsibility but in any case, the Retained Professional(s) shall not be under contract to the Commonwealth.
- F. **Department of General Services (DGS or DEPARTMENT)** – The agency that issues the RFP, coordinates the proposal scoring process, and awards the Job Order Contracts. Also known as “Commonwealth.”
- G. **Issuing Office** – This Office will serve as the sole point of contact between any Proposers and the Commonwealth.

- H. **JOC Contractor** – The person, entity, or organization identified as such in the Job Order Contract and is referred to throughout the Contract Documents, as if singular in number.
- I. **Project** – The collective improvements to be constructed by the JOC Contractor(s) pursuant to a Job Order, or a series of related Job Orders.
- J. **Project Manager** – JOC Contractor’s person responsible for direct supervision of the Project(s), including any design and all construction, in accordance with the Contract Documents and the Job Order Contract with the Commonwealth.
- K. **Proposer** – A firm signing the Proposal in response to this RFP for consideration by the Commonwealth for the award of a Job Order Contracting Service Contract. The successful Proposer will, upon complete execution of the contract, become the JOC Contractor.
- L. **Request for Proposal (RFP)** – The Request for Proposal issued by the Commonwealth to obtain proposals from Firms for award of a Job Order Contract.
- M. **Secured Facility** - A facility with a secure perimeter through which admission of persons, material, and equipment is regulated by inspection and visitors within the facility are monitored and/or supervised, for example within the secure perimeter of a correctional facility.

**1-5 Type and Award of Contract** It is proposed that, if a contract is entered into as a result of this RFP, it will be the Design Build Job Order Contract (Job Order Contract), a copy of which is attached to this RFP as an Appendix. It is an indefinite quantity contract pursuant to which the JOC Contractor will perform individual Job Orders at various locations within a particular geographical area. The language of the Job Order Contract and the Contract Documents are not negotiable. Estimated time frame for the Commonwealth to complete evaluations and issue a Notification of Selection / Notice of Award after the Proposal Submission Date specified in the Notice to Proposers is provided in the Calendar of Events. The Effective Date of the contract is when all signatures required by law are affixed to the Job Order Contract. No contract exists until all such signatures are affixed and the final date becomes the Effective Date of the contract.

**Liquidated damages will be applied to a Job Order as noted in the Cost Submission Form of this RFP.**

**1-6 JOC Contractor’s Bond.** For every Job Order issued, the JOC Contractor shall provide a JOC Contractor’s Bond, attached as an Appendix to this RFP, equal to the full value of the Job Order Price. The cost of the JOC Contractor’s Bond shall be included in the proposed Adjustment Factors and will not be a separate cost for a Job Order.

**1-7 Owner’s Rights Reserved.** Commonwealth reserves the right to cancel or withdraw this RFP in whole or in part any time prior to award of the contract. Commonwealth reserves the right to reject any and all proposals received as a result of this request. Commonwealth may, in its discretion, waive any informality or

technical deficiency in a proposal. Commonwealth reserves the right to request clarifying information with any or all Proposers. In addition, Commonwealth reserves the right to negotiate scope of work and adjustment factors with the successful Proposer.

**1-8 Incurring Costs.** The Commonwealth is not liable for any costs incurred by Proposers in preparing, delivering or submitting any proposals for the RFP or in anticipation of award of the contract.

**1-9 Pre-Proposal Conference.** Three (3) Pre-Proposal Conferences will be held as indicated in the Calendar of Events shown in the Notice to Proposers. It is **MANDATORY** a Proposer attend at least one Pre-Proposal Conferences and sign the sign-in sheet. Each Pre-Proposal Conference will cover the same information, regardless of the region(s) it is being presented in. The Pre-Proposal Conferences will not be videotaped and no recordings will be permitted. There will be a sign in sheet which will be posted on the Commonwealth website. If a Proposal is submitted by a Proposer that did not attend a Pre-Proposal Conference, that Proposal will be rejected as non-responsive.

**Representatives from the Commonwealth, and the JOC Consultant will present an overview of the JOC process, the RFP, review this RFP's submission requirements and provide non-binding answers to 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. The Pre- Proposal Conference is for information only.**

Answers furnished during the Conference will not be official until verified, in writing, by the Issuing Office. Only questions and answers from the Pre-Proposal Conference issued as an addendum will become part of this RFP.

**Failure to attend a Pre-Proposal Conference will result in rejection of your proposal**

**1-10 Clarification to the RFP:** All questions regarding this RFP must be submitted to [RA-PublicWorks@pa.gov](mailto:RA-PublicWorks@pa.gov), including the Contract Number in the subject line.

Requests For Information (RFI) must include a reference to the specific RFP and Contract number. Each RFI question must address a single issue and must provide a reference to the document section in question as applicable or state that there is no such reference.

Questions must be received NO LATER THAN the date indicated in the Calendar of Events Paragraph. The RFP Coordinator will issue addendum setting forth questions and answers. The addendum will be sent to the Prime Contact e-mail address provided by all entities who obtained this RFP from the Commonwealth. The addendum will become part of the RFP. Commonwealth reserves the option to also issue addendum

which may be shipped in hardcopy format.

Do not contact the RFP Coordinator via telephone to ask RFI questions. Questions will NOT be answered via telephone. Questions and written answers will only be issued as an addendum and become part of this RFP. By submitting a proposal, Proposer acknowledges and affirms that the provisions of all addenda have been included in the Proposal and that the Proposer understands its responsibility for all provisions of all addenda. The Commonwealth shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or issued by the Commonwealth through an addendum. Questions shall not constitute a formal protest of the documents or of the solicitation. The formal protest process is described in this RFP and in the Commonwealth Procurement Code.

**1-11 Amendments to the RFP.** If the RFP needs to be amended, the RFP Coordinator will issue addendum setting forth modifications to the RFP and questions and answers about the RFP. Notice of each addendum will be emailed to the Prime Contact e-mail address provided by all entities who obtained this RFP from the Commonwealth. The addendum will become part of the RFP. By submitting a proposal, Proposer acknowledges and affirms that the provisions of all addenda have been included in the Proposal and that the Proposer understands its responsibility for all provisions of all addenda.

**A written Addendum issued by the Commonwealth is the only binding revision to this RFP and no other form of amendment, either written or oral, will be considered binding upon the Commonwealth. Proposers shall not rely on information other than written addendum issued by the Commonwealth. Proposers may only submit written questions as prescribed in Section 1-10.**

The Proposer shall acknowledge receipt of the addendum as required by the language of the addendum. The Commonwealth will not issue any addendum later than indicated in the RFP Calendar of Events, unless the Commonwealth extends the Submission Deadline.

**1-12 Proposal Submission Deadline.** In order to be considered responsive, a proposal must be delivered to the RFP Coordinator **IN HARRISBURG** (address listed in Notice to Proposers) 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, or the Commonwealth office to which proposals are to be submitted is closed on the proposal submission 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 the Commonwealth. The time of day for the 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.**

**1-13 Proposal.** To be considered by the Commonwealth, a Proposer must meet the Mandatory Requirements of this RFP and should also submit a complete response to this RFP, using the format provided in Part 2. The Mandatory Requirements includes, but is not limited to, the submittal of the Small Diverse Business (SDB) Participation Submittal and the Veteran Business Enterprise (VBE) Participation Submittal. Proposals must be signed by an official authorized to bind the Proposer to its provisions. By submitting a proposal, the Proposer acknowledges that it has carefully reviewed this solicitation and agrees to comply with all applicable conditions and requirements. The contents of the proposal of the successful Proposer, which do not conflict with this RFP and/or its Appendices, will become contractual obligations if a contract is entered into by DGS. The proposal shall remain valid and binding for at least 90 (ninety) days from the Proposal Submission Deadline, or until a contract has been fully executed.

**1-14 Withdrawal of Proposal.** Proposals may be withdrawn by written request, which shall be received by the Request for Proposal Coordinator prior to the Proposal Submission Deadline. A proposal may also be withdrawn in person by the Proposer or its authorized representative, provided their identity is made known and he/she signs a receipt for a proposal, but only if the withdrawal is made prior to the Proposal Submission Deadline. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification received by the Request for Proposal Coordinator prior to the Proposal Submission Deadline. After the Proposal Submission Deadline, a Proposer may withdraw a proposal without penalty up until the time DGS issues a Notice of Selection. With the request for withdrawal, the Proposer must submit evidence that the reason for withdrawal is a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of its bid. The evidence should be attached to the request to Withdraw at the time the request is submitted.

**1-15 Public Works Employment Verification Act.** The Proposer determined to be the most advantageous to the Commonwealth (receiving a Notice of Selection) will be required to comply with the Public Works Employment Verification Act by submitting to the Commonwealth a Public Works Employment Verification Form (“Form”) prior to award of the contract. Proposers shall either provide the Form to the Commonwealth with its Technical Submission or within three (3) days after receipt of notice to provide the Form. Failure or refusal to provide the Form will be considered a refusal to comply with the proposal requirements and result in rejection of the proposal. With each Job Order Proposal, the JOC Contractor shall submit a Public Works Employment Verification Form.

The Form and relevant information are located on the Commonwealth’s webpage at <http://www.dgs.pa.gov/Pages/default.aspx>

**1-16 Worker Protection and Investment.** Executive Order 2021-06 Worker Protection and Investment. The Proposer determined to be the most advantageous to the Commonwealth will be required to comply with the Worker Protection and

Investment by submitting to DGS a Worker Protection and Investment Certification Form (Form) prior to award of the contract. Proposers shall either provide the Form to DGS with its Technical Submission or within three (3) days after receipt of notice to provide the Form. Failure or refusal to provide the Form will be considered a refusal to comply with the proposal requirements and result in rejection of the proposal, and the Proposer may be entered into the Contractor Responsibility Program.

**1-17 Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Proposers to be creative and propose their best method of meeting these requirements. The Issuing Office will not accept alternate proposals.

**1-18 Contact for Clarification.** Proposers that submit proposals may be required to make a written clarification of the proposals to the Issuing Office to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The RFP Coordinator will handle any requests for clarification.

**1-19 JOC Contractor Responsibilities.** The contract will require the selected Proposer to assume responsibility for all work and services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Proposer to be the sole point of contact with regard to contractual matters. During the procurement stage, the Proposer has an affirmative duty to carefully review the Contract Documents. If the Proposer does not request a clarification during the procurement stage with regard to the Contract Documents, the Proposer may not submit a claim after award of contract alleging insufficient data, ambiguity in the documents, incorrectly assumed conditions or misunderstandings.

**1-20 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 subsection 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 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. Financial capability information submitted with this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b) (26).

**1-21 Best and Final Offers.**

- A. While not required, the Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining “best and final offers.” To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following, in any combination and order:
  1. Schedule oral presentations;
  2. Request revised proposals;
  3. Conduct a reverse online auction; and
  4. Enter into pre-selection negotiations.
- B. The following Proposers will **not** be invited by the Issuing Office to submit a Best and Final Offer:
  1. Those Proposers which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
  2. Those Proposers, which the Issuing Office has determined, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
  3. Those Proposers whose score for their technical submittal of the proposal is less than 75% of the total amount of technical points allotted to the

technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Proposers which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part 4** shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Proposer's Technical Submittal.

**1-22 News Releases.** All news releases and media contacts regarding this Project will be made only by the Commonwealth, unless the Commonwealth directs otherwise in specific instances. Proposer(s) shall not initiate news releases of media contact without prior written permission of the Commonwealth. This paragraph does not apply to any advertisement soliciting interested subcontractors made by the Proposer during the preparation of the proposal.

**1-23 Restriction of Contact.** From the issue date of this RFP until the award of the Contract, there shall be no contacts with the Commonwealth personnel concerning this RFP, proposals and the evaluation process. The only person who may be contacted directly is the RFP Coordinator. This restriction ensures that all Proposers obtain the same accurate and binding information, with no advantage or undue influence on any potential proposal scorers. Any violation of this condition is cause for the Commonwealth to reject the Proposer's proposal. If the Commonwealth discovers that any violations have occurred, the Commonwealth may reject any proposal or rescind any contract awarded pursuant to this RFP.

**1-24 Notification of Selection.** Upon completion of the Evaluation Committee's review of all eligible proposals, DGS will notify the apparent successful Proposer for each Contract regarding their requirement to execute and submit the Public Works Employment Verification Form and the Workers Protections and Investment Certification Form. DGS shall issue written notification of its selection for award or negotiation to the responsible Proposer whose proposal is determined to be the most advantageous to the Commonwealth in accordance with the evaluation factors, procedures, and criteria set forth in this RFP. DGS will post the following information on the DGS website:

- The successful Proposal's Technical Submission (in .pdf format)
- The successful Proposal's Cost Submission
- The successful proposal's SDB and VBE Participation Submittals.
- A summary of the successful Proposer's and unsuccessful Proposers' (without firm names) technical and cost scores



**1-25 Debriefing of Non-Responsible and Unsuccessful Proposers.** DGS will notify in writing all Proposers deemed non-responsible or not selected for award of their opportunity for a debriefing and the timeframe for this optional debriefing. **Any Proposer who wants to be debriefed must email a request to the Request for Proposal Coordinator within two calendar (2) days of the date the non-responsible Proposers receive their notice of rejection or the unsuccessful Proposers receive their notice of non-selection.** DGS will hold a debriefing conference for each unsuccessful Proposer submitting a request for such a conference **within five (5) calendar days of receipt of notice of a request for a debriefing but no later than seven (7) calendar days from the date of Notice of Selection.** The DGS Request for Proposal Coordinator of the Proposal Evaluation Committee will hold the virtual debriefing conference and will discuss only the strengths and weaknesses of the proposal of the Proposer being debriefed. The RFP Coordinator will not take any notes during the debriefing.

The timeframe for debriefing of non-responsible and unsuccessful Proposers neither extends nor modifies in any way the deadlines for the RFP Protest Procedure. If a Proposer exercises its opportunity to be debriefed, this shall not constitute or toll the filing of a RFP protest.

**1-26 Term of Contract.** The Base Term of the Job Order Contract is two (2) years. There are three (3) bilateral Option Terms. The duration of each Option Term is one (1) year. The Commonwealth and the JOC Contractor must agree to extend the Job Order Contract for an Option Term. This Term of Contract may be extended at the Department's sole option where a continued need exists for Job Order Contracting Services beyond the third Option Term. The Proposer agrees that any extension of the Term of Contract will be on the same terms and conditions as the original JOC Contract except as otherwise agreed to in writing by the parties.

The Base Term will commence as defined in the General Conditions for Design Build Contracts for JOC Job Orders (attached as an Appendix to this RFP). The Commonwealth shall fix the effective date after the contract has been fully executed by the selected Proposer and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. Unless otherwise directed by the Client Agency for a specific Job Order, the Commonwealth shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before a Job Order is issued and the service or work is performed or expenses incurred is in accordance with the terms of the Contract Documents.

**1-27 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 an entity that has not submitted a proposal in response to the RFP.

2. Proposer – is an entity that has submitted a proposal in response to the RFP.

**B. Time limits**

1. If a protest is filed by a Prospective Proposer, it may be filed, in writing , with the Request for Proposal Coordinator prior to the Proposal Submission Deadline by e-mail or regular mail.
  - a. **E-MAIL.** Prospective Proposers may file a protest, in e-mail, to the Department of General Services at [RA-publicworks@pa.gov](mailto:RA-publicworks@pa.gov), or
  - b. **MAIL.** Prospective Proposer may file a protest, in writing, to the Request for Proposal Coordinator, Department of General Services, Arsenal Building, 1800 Herr Street, Harrisburg, PA 17103.
2. If a protest is filed by a Proposer, it must be filed, in writing or in e-mail, with the Request for Proposal Coordinator 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 to the DGS website. Proposers must file protests by either:
  - a. **E-MAIL.** Proposers may file a protest, in e-mail to the Department of General Services at [RA-publicworks@pa.gov](mailto:RA-publicworks@pa.gov), or
  - b. **MAIL.** Proposer may file a protest, in writing, with the Request for Proposal Coordinator, Department of General Services, Arsenal Building, 1800 Herr Street, Harrisburg, PA 17103.
3. Filed – shall be defined as the date upon which the Protest Form is submitted via e-mail to [RA-publicworks@pa.gov](mailto:RA-publicworks@pa.gov) or, if a written protest is filed, the date upon which the Department receives the written protest.
4. If the Proposer fails to file/submit a bid protest or files/submits an untimely protest, then the Proposer shall be deemed to have waived the right to protest the solicitation or award of the contract in any forum. Untimely protests will be disregarded by the Department.

- C. The Department may cancel a Request for Proposal or may reject all proposals at any time prior to the time a contract is executed by all parties when it is in the best interests of the Commonwealth. The Proposer may not submit a protest relating to cancellation of the solicitation or rejection of all bids.

D. A protest shall state all grounds upon which the protestant asserts that the solicitation or award of the contract was improper. The protestant may submit with the protest any documents or information it deems relevant to the protest.

**1-28 Insurance Requirements.** Although not required to be submitted with the Proposal, the successful JOC Contractor shall purchase and maintain, at its expense, insurance, issued by companies licensed to do business in the Commonwealth of Pennsylvania. The JOC Contractor must, upon award by the Commonwealth, provide a Certificate of Insurance demonstrating to Commonwealth's satisfaction the existence of the required insurance. As requested, the JOC Contractor must provide to the Client Agency the same Certificate of Insurance demonstrating the existence of the required insurance along with the Retained Professional's insurance (e.g., Professional Liability Insurance) as required per Job Order.

**SEE APPENDIX O for, GENERAL CONDITIONS.**

**1-29 Job Posting.** The JOC Contractor and all subcontractors and suppliers are encouraged to post jobs created by this program or jobs they seek to fill, to the PaCareerLink system at [www.cwds.state.pa.us](http://www.cwds.state.pa.us):

The JOC Contractor, subcontractors and suppliers, can locate their local PA Career Link office through the same website. Staff at local PA Career Link can assist employers to post positions and explain how to retrieve resumes or applications generated by their systems.

**END OF PART 1**

## PART 2

### PROPOSAL FORMAT AND REQUIRED INFORMATION

#### 2-1. General.

The Proposal Submission (Technical, Cost and the Small Diverse Business (SDB) Participation and Veteran Business Enterprise (VBE) Participation Submissions) must be submitted in the format, including heading descriptions, outlined below. To be considered responsive, the Proposal Submission must respond to all mandatory requirements in this part of the RFP.

Maintaining the confidentiality of the submittal information is critical. The Commonwealth will reject as non-responsive any submission that is not submitted and properly separated as described in this RFP. There will be no opportunity for a Proposer to resubmit the proposal after the Proposal Submission Date.

The Commonwealth reserves the right to request additional information from secondary sources (such as a Dun & Bradstreet report) which, in the Commonwealth's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract.

The Commonwealth may make such investigations as deemed necessary to determine the ability of the Proposer to perform the Work, 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 agreement and to complete the Work specified.

#### 2-2. Proposal Submission.

This RFP is intended to provide interested Proposers with the basic information necessary to evaluate the scope of work for the Job Order Contract and requirements. **Any Proposer intending to submit for multiple contracts or regions must submit separate Proposals for each contract and region.** Each Proposer shall develop an independent assessment of the Contract Documents that shall form a suitable basis for their respective proposal. The Technical Submission shall be a complete response to the RFP, following the format described in this RFP. The Technical Submission shall be a straightforward, concise presentation. Each Proposer shall also submit its Cost Submission and both a Small Diverse Business (SDB) Participation Submittal and a Veteran Business Enterprise (VBE) Participation Submittal. The Proposer should include information for all items

requested in the RFP as completely and accurately as possible. By submitting a Proposal for a specific Contract and Region, the Proposer agrees to the terms and conditions stated in this RFP.

To be considered by DGS, the proposal shall be responsive and responsible and respond to all requirements in this part of the RFP. Each proposal shall consist of the following **4 separate parts**:

**1) Technical Submittal;**

**2) Cost Submittal;**

**3) Small Diverse Business (SDB) Participation Submittal (which must include either the SDB Utilization Schedule, the Good Faith Efforts Documentation to Support Waiver Request, or both); and**

**4) Veteran Business Enterprise (VBE) Participation Submittal (which must include either the VBE Utilization Schedule, the Good Faith Efforts Documentation to Support Waiver Request, or both).**

DGS may reject as non-responsive any submission that is not submitted and properly separated as described in this RFP.

### **2-3. Technical Submission Requirements.**

To be responsible, a Proposer must submit a responsive proposal and possess the capability to fully perform the project requirements in all respects and the integrity and reliability to assure good faith performance of the project. In order for a Proposer to be considered responsible for this RFP and therefore eligible for award or selected for negotiations, the Proposer's Technical Submission points from the Evaluation Committee, prior to using the pro-rata formula, must be greater than or equal to 75% of the available technical points. If the Proposer does not achieve at least 75% of the points, they will be deemed non-responsive and rejected.

The Proposer shall submit four (4) electronic versions of its Technical Submission on 4 Flash Drives in a PDF format, with each clearly labeled with the Proposer's name and "Technical Submittal" (PACKAGE #1). The Technical Submittal shall include the sections immediately following (2-3.1 through and including 2-3.5). The RFP Coordinator strongly recommends Proposers provide concise responses that adhere to any suggested number of pages and present the requested information in the order listed below.

Along with the four (4) electronic versions, the Proposer's Technical Submission **must include** documents 1 through 3 listed below. These paper documents are **MANDATORY**. Failure to include these paper documents with the original submission will result in the Proposal being deemed non-responsive and rejected.

#### **1. Proposal Cover Sheet; and**

2. **Signed Proposal Signature Page; and**
3. **Signed and notarized Non-Collusion Affidavit.**

In order to receive maximum points during the evaluation period, it is strongly recommended the Proposer include the following information in the Technical Submittal and in accordance with the instructions contained in this Part 2.

Proposers who do not submit the following information will still be considered but will be evaluated accordingly.

1. **Company Profile,**
2. **Letter from Proposer's Insurance Company Stating the Proposer's EMR for 2019, 2020, and 2021 calendar years,**
3. **Comparable Construction Experience, For Projects Equal to or Less than \$150,000,**
4. **Comparable Construction Experience, For Projects Between \$150,001 and \$400,000,**
5. **Comparable Construction Experience, For a Project Between \$400,001 and \$2,000,000,**
6. **Key Personnel, Project Managers,**
7. **Narrative of Proposer's Administrative Office Support,**
8. **Narrative of the Proposer's Staffing Plan,**
9. **Understanding of the JOC Procurement System.**

Proposers **shall not include cost/adjustment factor information** for this project in the Technical Submittal. This separation ensures that the Evaluation Committee's evaluation of the technical information is not tainted by knowing any of the Proposer's Adjustment Factors to be applied to the Unit Prices in the Unit Price Book. Cost information for other projects that the Proposer worked on, including project budget and actual costs, may be included in the Technical Submittal.

**If the Adjustment Factors are revealed in the Technical Submittal, the proposal may be rejected as non-responsive. Any proposals rejected for this reason will not be permitted to be corrected and resubmitted.**

The Technical Submission shall include the following sections, which should be clearly labeled and segregated or tabbed for ease of reference:

- Company Profile (2-3.1),
- Comparable Construction Experience (2-3.2),
- Key Personnel/Resourcing (2-3.3),

- General Understanding of the JOC Procurement System (2-3.4),
- Mandatory Forms (2-3.5).

Each section should be presented in the order listed. Clear concise statements directly addressing the requested information is suggested.

### 2-3.1 Company Profile

1. Complete Appendix D - Company Profile.
2. Attach a letter from the Proposer's insurance company, on the insurance carrier's letterhead, stating the Proposer's Experience Modification Rate (EMR) for the past three calendar years: 2019, 2020, and 2021. If, during any year, the EMR is greater than 1.0, attach an explanation as to why the EMR is greater than 1.0 and steps taken to reduce the EMR.

### 2-3.2 Comparable Construction Experience

The Commonwealth is seeking to obtain the services of experienced construction contractors. If necessary, use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Proposer's discretion. ***Submit projects that have achieved final acceptance after January 1, 2018.*** Proposers' experience will be scored accordingly.

1. Four repair, rehabilitation, or new projects whose final value including change orders is equal to or less than \$150,000. **Complete Appendix E** for each Project under this category.
2. Four repair, rehabilitation, or new projects whose final value including change orders is between \$150,001 and \$400,000. **Complete Appendix F** for each Project under this category
3. One repair, rehabilitation, or new project whose final value including change orders is between \$400,001 and \$2,000,000. **Complete Appendix G** for a Project under this category.

### 2-3.3 Key Personnel/Resourcing

The Commonwealth is seeking to have the Contract administered by personnel with extensive construction experience for which the Contract is awarded. For each position below, complete the appropriate Appendix and attach a resume.

1. Project Manager(s): **Complete Appendix H** and attach a resume for each Project Manager proposed. *Note:* Proposers may submit a maximum of two (2) Project Managers.
2. The key personnel submitted with the Proposal shall be assigned to the Contract for the full duration of the Contract. The JOC Contractor must

obtain the Commonwealth's prior approval before substituting any of the key personnel proposed with this Contract.

3. Administrative Office Support – Insert a narrative detailing what Administrative Office Support the Proposer has available for administering the Contract including but not limited to experience and duties of Office Support staff and how long the office has been operational.
4. Staffing Plan - In addition to identifying the Key Personnel assigned to the Contract above, insert a narrative detailing the Proposer's staffing plan for administering the Contract and providing high quality service and construction to the Client Agencies. The Proposer shall be specific regarding the Proposer's ability to identify the sources or hiring procedures that will be used to meet the needs of the Contract. Proposer shall address the reliability of labor supply sources to demonstrate how they will be sufficient to recruit and deploy adequate numbers of properly trained skilled craft persons in a timely manner according to project needs.

#### **2-3.4 Understanding of the JOC Procurement System**

Having JOC experience is not a requirement for this Contract. However, the Commonwealth is seeking Proposers who have a general understanding of the JOC procurement system. After reviewing the Contract Documents and performing independent research, attach a narrative in your own words specifically addressing the following topics:

1. An overview of this JOC procurement system, and
2. The procedure the Client Agency will use to order work, and
3. The Proposer's process for preparing designs, developing Job Order Proposals and accurate Job Order Price Proposals, and
4. The Proposer's plan for subcontracting, regarding the proposed methods for determining the costs of subcontracts, as well as proposed methods for selecting and awarding subcontracts, which shall include Small Diverse Businesses, Veteran Business Enterprises and Small Business Retained Professionals as reflected in its proposal, and
5. Emergency Response – Insert a narrative detailing your Company's ability to adequately respond to and address Emergency Projects, to include both normal working hours and other than normal working hours, and
6. Keys to success and any other information deemed relevant and important.

#### **2-3.5 Mandatory Forms**

In addition to the information contained in this section, the Commonwealth also requires the following forms to be included with the Technical Submission. **These**



**forms are MANDATORY.** Failure to include these forms will result in the Commonwealth declaring the Proposal to be non-responsive and rejected.

1. Completed Proposal Cover Sheet,
2. Signed Proposal Signature Page,
3. Signed and notarized Non-Collusion Affidavit.

**2-4. Cost Submittal.**

The Proposer shall each submit one (1) paper copy of its Cost Submission in a separately sealed envelope which must be separate from the Technical Submission.

The Cost Submission must include one (1) original of the following:

- **The Cost Submittal Form, attached as an Appendix, setting forth the Proposer's Adjustment Factors.**

**NOTE:** If submitting a Proposal for more than one contract or region, the **Proposer must submit separate Proposals for each contract and region being proposed.**

**Adjustment Factors:**

1. There are six Adjustment Factors for this Contract. When preparing a Job Order Price Proposal, the JOC Contractor shall select the appropriate Adjustment Factor for each task.
2. The Adjustment Factors are as follows:
  - a. **Normal Working Hours:** Monday through Friday 7:00 am to 4:00 pm except holidays.
  - b. **Other Than Normal Working Hours:** Monday through Friday 4:01 pm to 6:59 am and all day Saturday, Sunday and holidays.
  - c. **Emergency:** For work to begin as necessitated by the Declaration of Emergency to remove or correct the basis of the emergency.
  - d. **Secured Facility:** For work performed in a Secured Facility as that term is defined in this RFP.
  - e. **Emergency in Secured Facility:** For emergency work, as defined above, in a Secured Facility.
  - f. **Design Work:** For Design Work. (See Appendix)
3. **The Other than Normal Working Hours Adjustment Factor should be equal to or greater than the Normal Working Hours Adjustment Factor. All Adjustment Factors must be equal to or greater than 1.00.**
4. All Unit Prices listed in the Unit Price Book are priced at a net value of

1.00. The Adjustment Factors shall be an increase or equal to all the Unit Prices listed in the Unit Price Book. For example, 1.10 would be a 10% increase to the Unit Prices and 1.00 would be equal to the Unit Prices.

5. For Proposal evaluation purposes only, the following work distributions shall be used to determine the lowest proposed price:

<b>Adjustment Factor</b>	<b>% Weight (For Proposal Evaluation Only)</b>
Normal Working Hours	35%
Other than Normal Working Hours	15%
Emergency	15%
Secured Facility	10%
Emergency in Secured Facility	15%
Design Work	10%

**Cost information for this proposal (including, but not limited to, man hour rates, subcontractor dollar values or total proposal value) shall not be included in the Technical Submission part of the Proposal. Failure to adhere to this requirement will result in automatic disqualification and rejection of the proposal.**

The Cost Submittal shall be submitted using the Cost Submission Form, which is provided in Part 6 of this RFP.

The Commonwealth will not accept alternate pricing. Any attempt to submit alternate prices or alternate Adjustment Factors other than as requested by the Cost Submission Form in Part 6 of this RFP will result in rejection of the Proposal as non-responsive.

**2-5. SDB and VBE Participation Submittals.**

The Proposer must submit the following which are attached as Appendices in Part 6 of this RFP:

1. A SDB Participation Submittal and additional required documentation, all completed in accordance with this RFP and the Instructions for Completing the SDB Participation Submittal and Utilization Schedule.
2. A VBE Participation Submittal and additional required documentation, all completed in accordance with this RFP and the Instructions for Completing the VBE Participation Submittal and Utilization Schedule
3. If a Proposer does not submit an SDB or VBE Participation Submittal with the Proposal, the Proposal will be rejected as non-responsible.

## **End of Part 2**

**Part 3**  
**SMALL DIVERSE BUSINESS AND VETERAN  
BUSINESS ENTERPRISE PARTICIPATION**

- 3-1. Small Diverse Business (SDB) Participation Submittal and Veteran Business Enterprise (VBE) Participation Submittal, Appendix K.** The SDB and VBE Participation Submittals and associated required documentation shall be submitted in accordance with the Instructions for Completing the SDB and VBE Participation Submittals and shall be submitted electronically in accordance with Part 1, Section 1-13 and Part 2 Section 2-5.

**Failure to include the Small Diverse Business Participation Submittal and the Veteran Business Enterprise Participation Submittal will result in rejection of the Proposal as non-responsive.** The Proposer will not be given an opportunity to supply a Small Diverse Business and Veteran Business Enterprise Submittal after the Proposal Submission Date.

- 3-2. Contract Requirements—SDB and VBE Participation.**

A. SDB and VBE Participation Documents.

All documents completed and submitted by the selected Proposer in connection with its SDB Participation Submittal (including the SDB Participation Submittal, SDB Utilization Schedule, and any Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal) and its VBE Participation Submittal (including the VBE Participation Submittal, VBE Utilization Schedule, and any Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal) shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.

B. Required contract terms.

All Proposers are required to submit two (2) copies of the Small Diverse Business Participation Submittal and two (2) copies of the Veteran Business Enterprise Participation Submittal. The submittals must be sealed in their own envelope/package, separate from the remainder of the Proposal and must be provided on the Small Diverse Business Participation Submittal form and Veteran Business Enterprise Participation Submittal form. **Please ensure your Submission identifies the correct Region, Contract, and discipline.**

This is a significant programmatic change from the SDB and SB Participation program contained in prior RFPs issued by the Commonwealth. Proposers now must agree to meet the SDB and VBE Participation Goals in full or demonstrate they have made Good Faith Efforts to meet the Goals.

**NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB or VBE Status or entitle a Proposer to receive credit towards the SDB or VBE participation goals.**

- C. SDB/VBE Utilization Reports. The SDB/VBE payment information submitted in the Department's Compliance Management Software will be used to track and confirm the actual dollar amount paid to SDB/VBE subcontractors, suppliers, and manufacturers and will serve as a record of fulfillment of the contractual commitment. The Prime Contractor shall submit updated SDB/VBE payment information in the Department's Compliance Management Software at least every thirty (30) days.
- D. Noncompliance with SDB and/or VBE commitments.
- a. Upon BDISBO notifying the Department that a Prime Contractor did not comply with the SDB commitments or VBE commitments, the Department shall adhere to the Contract Documents, specifically the Administrative Procedures, for remedies and corrective actions required. The Prime Contractor is required to initiate the corrective actions within 10 business days and complete them within the time specified by the Department.
  - b. If the Department determines that material noncompliance with SDB and VBE contract provisions exists and that the Prime Contractor refuses or fails to take the corrective action required by the Department, the Department, in consultation with BDISBO, may impose any and all sanctions and remedies available under the contract as it deems appropriate. Such sanctions or remedies include, but are not limited to, termination of the contract; revocation of the prime contractor's SB, SDB, and/or VBE status; and/or any actions under the Commonwealth's Contractor Responsibility Program, up to and including suspension or debarment from future contracting opportunities with the Commonwealth.

## **End of Part 3**

## **Part 4**

# **CRITERIA FOR SELECTION**

### **4-1. COMPETITIVE SEALED PROPOSAL AWARD**

If the Commonwealth awards a contract, the award will only be made to the responsive and responsible Proposer, whose proposal conforms to the requirements of this RFP and receives the highest overall Total Proposal Score by the Evaluation Committee in accordance with the evaluation factors, procedures and criteria set forth in this RFP. Receiving a contract with DGS as a result of this RFP does not guarantee any present or future Job Order(s).

The Commonwealth will not score the SDB and VBE Participation Submittals. Rather, Proposers must commit to meeting the SDB and VBE participation goals or make good faith efforts to meet the SDB and VBE participation goal as more fully explained in **Part 3**. Although the SDB and VBE Participation Submittals will not be scored, the Issuing Office, in conjunction with BDISBO when necessary, will evaluate the SDB Participation Submittal, the VBE Participation Submittal, and additional required documentation to determine whether the Proposal has been completed in accordance with Part 3 and in a manner that demonstrates the Proposer is responsive and responsible.

### **4-2. PROPOSAL EVALUATION PROCESS**

The Issuing Office has selected an Evaluation Committee comprised of three (3) qualified personnel to review and evaluate timely submitted proposals. Independent of the Evaluation Committee, the Bureau of Diversity, Inclusion, and Small Business Opportunities (BDISBO) will review the SDB and VBE Participation Submittals and provide the Issuing Office with its determination of responsive or non-responsive for this component of each proposal. Technical Submissions (and only the Technical Submission) from all responsive Proposers will be evaluated by an Evaluation Committee. The members score each Technical Submission pursuant to the Scoring Matrix, which is attached to the RFP as an Appendix. To describe the responsiveness and scoring process briefly:

1. A Responsiveness Review of the entire Proposal Submission shall be performed. The purpose of this review is to determine each proposal's compliance with the Mandatory Proposal Requirements.
2. The SDB and VBE Participation Submittals and any additional required documentation will be evaluated to determine whether they have been completed in accordance with Part 3 and in a manner that demonstrates the Proposer is responsive and responsible. If it is determined the Proposer's SDB and/or VBE Participation Submissions are not

responsive and responsible, the Proposer will be rejected as non-responsive.

3. After review for responsiveness, all Technical Submittals of any Proposals determined to be responsive will be forwarded to the RFP Coordinator and the Evaluation Committee.
4. All Proposals receiving less than 75% of the total available points for their Technical Submission, prior to using the pro-rata formula, will be deemed non-responsible and rejected.
5. All Proposals receiving at least 75% of the total available points for the Technical Submission, prior to using the pro-rata formula, will be considered responsible and proceed to have their Technical Score calculated and their Cost Submittal scored.

#### 4-3. TECHNICAL SUBMITTAL EVALUATION

Each Evaluation Committee member will independently evaluate each proposal using the scoring matrix attached as an Appendix to this RFP. Those Proposers whose total average points received from the Evaluation Committee total at least 75% of the total available points (i.e., 75% x 400 maximum points = 300 points) for the Technical Submission will be deemed qualified and proceed to the next step. The Evaluation Committee's scores for each qualified Technical proposal will be used in the below formula to calculate that Proposer's Technical Score. The proposal with the highest total base technical points (points) will receive a score of 400. The score for the remaining proposals will be calculated using the formula presented below:

$$\text{Technical Score} = 400 - \frac{400 \times (\text{highest Proposer's points} - \text{Proposer's points})}{\text{Highest Proposer's points}}$$

Only the qualified Technical proposals and their Technical Scores will be carried forward and will be combined with the Cost score to determine the final selection.

#### 4-4. COST SUBMISSION SCORING

After the Technical Submittals are scored by the Evaluation Committee, the RFP Coordinator, together with a representative from the Office of Chief Counsel, will open the Cost Submittals of those Proposals whose Technical Submission received at least 75% of the available points for the Technical Score. **The Proposer's Cost Submission will be calculated using the weighted factors listed in section 2-4 of this RFP (See Cost Submission Form in Part 6).** The proposal with the lowest possible Cost Submittal will get the highest Cost Submittal Score: 600 points. The scores for the remaining proposals will be calculated using the formula presented below however, the lowest possible score is 0.

*Cost Score =*

$$600 - \frac{600 \times (\$ \text{ Proposer's Cost Submission} - \$ \text{ Lowest Proposer's Cost Submission})}{\$ \text{ Lowest Proposer's Cost Submission}}$$



**4-5. PROPOSAL SELECTION, NOTIFICATION AND DEBRIEFING**

The RFP Coordinator will verify the amounts, percentages and calculations of the Technical Submission and the Cost Submission scores. The RFP Coordinator will then calculate each Proposal Total Score using the formula:

$\textit{Total Proposal Score} =$  $\textit{Technical Score} + \textit{Cost Score}$
---

In the event of a tie, the scores will be extended out to sufficient decimal places to eliminate the tie.

**End of Part 4**

# **PART 5**

## **WORK STATEMENT**

### **5-1. CONTRACT OVERVIEW**

1. A Job Order Contract is an indefinite quantity contract pursuant to which the JOC Contractor may perform an ongoing series of individual Projects at different locations throughout a designated geographical region. The Contract Documents include a Unit Price Book containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction. JOC Contractors are required to adhere to the PA Prevailing Wage Act for each Job Order.
2. The JOC Contractor will bid six Adjustment Factors to be applied to the Unit Prices, the adjustment factors are as follows:
  - a. Normal Working Hours
  - b. Other Than Normal Working Hours
  - c. Emergency Work
  - d. Work Inside a Secured Facility
  - e. Emergency Work Inside a Secured Facility
  - f. Design Work
3. For each region, separate Job Order Contracts will be awarded for General Construction, HVAC, Electrical, and Plumbing.
4. Thereafter, as projects are identified the awarded JOC Contractors (General, HVAC, Electrical, and Plumbing) will jointly scope the work with the Client Agency and the JOC Consultant. Depending on the Job Order and whether or not the JOC Contractor will be required to hire a Retained Professional, the Client Agency will issue to the JOC Contractor either a Request for Design or a Request for Job Order Proposal.
5. If the Client Agency issues a Request for Design, the Lead JOC Contractor shall provide a Retained Professional(s). The JOC Contractor's Retained Professional(s) shall provide its Professional Liability Insurance and prepare a design according to the Design Guidelines.
6. When the Client Agency cannot perform the Design and a Retained Professional is needed for a Job Order, the Retained Professional shall be a DGS-verified Small Business. Unless the JOC Contractor is also a DGS-verified Small Business, the JOC Contractor is not allowed to perform any of the Retained Professional services.

7. Once the Detailed Scope of Work is finalized, the JOC Consultant will issue to the JOC Contractor a Request for Job Order Proposal. The JOC Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors, construction schedule, Contract Bond, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor).
8. If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued.
9. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, the Job Order Price, and the Liquidated Damages. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

## **5-2. GENERAL DESCRIPTION OF THE SCOPE**

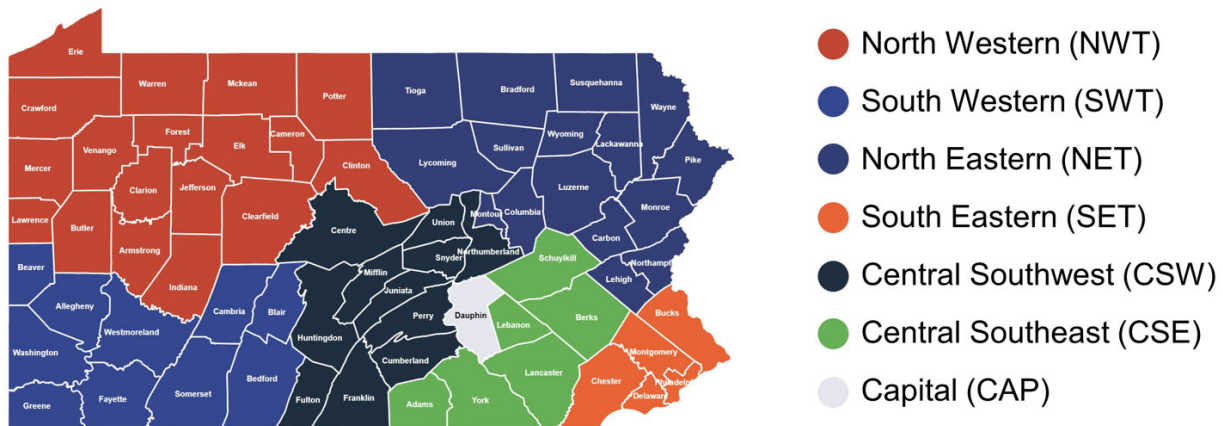
1. The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The JOC Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. On a Job Order by Job Order basis, if the Client Agency is not able to perform the Design, the Contractor may be responsible for contracting with a Retained Professional (DGS-self-certified Small Business) for the purpose of preparing the design that is to be used as the Detailed Scope of Work.
2. This Contract is for design and construction work and related services to be performed within a designated area of the region (See the region map). However, if the need arises, the Department reserves the right to require the JOC Contractor to work at any location or facility under the jurisdiction of the Commonwealth. If this need shall arise, the JOC Contractor performing the work shall utilize the applicable Unit Price Book for the region where the work is being performed and be compensated at their adjustment factors plus 0.05 to cover all additional expenses.
3. The Commonwealth expressly reserves the right to terminate the Job Order Contract at any point in accordance with the provisions of the General Conditions for Design Build Contracts for JOC Job Orders.
4. The Contract Documents as defined in the Job Order Contract will govern the Work on the Project, including but not limited to, the design process, if any, the construction phase, scheduling, extensions of time, amendments to the Job Order Contract, Supplemental Job Orders, and payment to the JOC Contractor.

**5-3. CONTRACT SPECIFICS**

<b>Region</b>	<b>Counties</b>	<b>Trade</b>	<b>Estimated Annual Value</b>
Northwestern	Armstrong, Butler, Cameron, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Forest, Indiana, Jefferson, Lawrence, Mckean, Mercer, Potter, Venango, Warren	General	\$ 1,289,934.00
		Electrical	\$ 1,046,040.00
		Plumbing	\$ 931,187.00
		Hvac	\$ 888,743.00
Southwestern	Allegheny, Beaver, Bedford, Blair, Cambria, Fayette, Greene, Somerset, Washington, Westmoreland	General	\$ 2,065,640.00
		Electrical	\$ 1,289,432.00
		Plumbing	\$ 584,405.00
		Hvac	\$ 901,905.00
Central Southwest	Centre, Cumberland, Franklin, Fulton, Huntingdon, Juniata, Mifflin, Perry, Snyder, Union	General	\$ 2,842,542.00
		Electrical	\$ 1,066,049.00
		Plumbing	\$ 886,230.00
		Hvac	\$ 334,142.00
Central Southeast	Adams, Berks, Lancaster, Lebanon, York	General	\$ 3,242,982.00
		Electrical	\$ 765,959.00
		Plumbing	\$ 1,127,830.00
		Hvac	\$ 563,861.00
Capital	Dauphin	General	\$ 2,454,114.00
		Electrical	\$ 711,611.00
		Plumbing	\$ 297,938.00
		Hvac	\$ 771,815.00
Southeastern	Bucks, Chester, Delaware, Montgomery, Philadelphia	General	\$ 1,075,195.00
		Electrical	\$ 460,229.00
		Plumbing	\$ 383,872.00
		Hvac	\$ 781,142.00
Northeastern	Bradford, Carbon, Columbia, Lackawanna, Lehigh, Luzern, Lycoming, Monroe, Montour, Northampton, Northumberland, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming	General	\$ 2,422,795.00
		Electrical	\$ 830,984.00
		Plumbing	\$ 971,915.00
		Hvac	\$ 1,174,860.00

**NOTE:** The JOC Contractor may be issued Job Orders exceeding the Estimated Annual Value during any year of the Contract. The JOC Contractor is not guaranteed to receive this volume, or any dollar amount, of Job Orders. It is merely an estimate based on the dollar amounts of past Job Orders issued through the program.

#### 5-4. MAP OF REGION



#### 5-5. CONTRACT TERM

1. The Base Term of the Job Order Contract is two (2) years. There are three (3) bilateral Option Terms. The duration of each Option Term is one (1) year. The Commonwealth and the JOC Contractor must agree to extend the Job Order Contract for an Option Term. This Term of Contract may be extended at the Department’s sole option where a continued need exists for Job Order Contracting Services beyond the third Option Term. The Proposer agrees that any extension of the Term of Contract will be on the same terms and conditions as the original JOC Contract except as otherwise agreed to in writing by the parties.
2. All Job Orders issued during the term of this Job Order Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such Contract Term has expired. All terms and conditions of the Contract apply to each Job Order.

#### 5-6. CONTRACTOR LICENSE FEE

The Department of General Services (Department) selected FOS of CannonDesign’s (FOS) Simplebid™ job order contracting platform for the JOC program. The Simplebid™ platform includes FOS’ proprietary Simplebid™ JOC software (JOC Application) and unit price book (Simplebid™ book), which shall be used by the JOC Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the Department. The JOC Contractor shall be required to agree to the Simplebid™ End User License Agreement (EULA) via a click through agreement upon logging into the Simplebid™ software. The Simplebid™ EULA may also be made available to JOC Contractors upon request.

**5-7. PREVAILING WAGE RATES**

Not less than the prevailing rate of wages as determined by the Department of Labor & Industry shall be paid to all trades performing work under this Contract and each Job Order. It is the JOC Contractor's responsibility to pay the most current rate of wages in effect for the area at the time the Job Order is issued.

**5-8. PERMITTING AND CERTIFICATE OF OCCUPANCY**

1. The JOC Contractor shall be responsible for securing all permits and licenses that may be required by governmental authorities having jurisdiction pertaining to this Project.

The JOC Contractor shall coordinate all inspections necessary to receive a final certificate of occupancy from the Department of Labor & Industry and any other governmental authority having jurisdiction pertaining to the Project.

**5-9. SCHEDULE AND MILESTONES**

1. As required for a Job Order, the JOC Contractor shall provide an initial schedule in bar chart, CPM Project Schedule, or other format as requested as part of their Job Order Price Proposal.
2. The schedule may include any or all of the following:
  - a. All design submissions and approvals.
  - b. Building permitting submissions and approvals.
  - c. Start of construction
  - d. Milestone events
  - e. Completion of work
  - f. Substantial completion and completion of punch list
  - g. Final Certificate of occupancy
3. As required, the project schedule may be updated on a monthly basis and required with each application for payment.
4. The Client Agency reserves the right to assess Liquidated Damages if the JOC Contractor fails to provide a final certificate of occupancy for the project within the Job Order Completion Time, subject to entitlement for Extensions of Time

**5-10. ANNUAL JOB FAIR**

1. Each JOC Contractor shall be required to attend a DGS annual Job Fair for the express purpose of networking with Small Diverse Businesses and Veteran Business Enterprises and Small Business designers who are interested in JOC subcontracting opportunities.

**End of Part 5**

**Part 6**  
**APPENDICES TO BE SUBMITTED WITH THE  
PROPOSAL**

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# APPENDIX A

## PROPOSAL COVER SHEET

Enclosed in three separately sealed submittals is the proposal for the Proposer identified below for

**CHECK ONLY ONE**

<b>General .1</b>	
	DGS A-2022-0001-JOC-CAP-K-1
	DGS A-2022-0001-JOC-CSE-K-1
	DGS A-2022-0001-JOC-CSW-K-1
	DGS A-2022-0001-JOC-NET-K-1
	DGS A-2022-0001-JOC-NWT-K-1
	DGS A-2022-0001-JOC-SET-K-1
	DGS A-2022-0001-JOC-SWT-K-1

<b>Plumbing .3</b>	
	DGS A-2022-0001-JOC-CAP-K-3
	DGS A-2022-0001-JOC-CSE-K-3
	DGS A-2022-0001-JOC-CSW-K-3
	DGS A-2022-0001-JOC-NET-K-3
	DGS A-2022-0001-JOC-NWT-K-3
	DGS A-2022-0001-JOC-SET-K-3
	DGS A-2022-0001-JOC-SWT-K-3

<b>HVAC .2</b>	
	DGS A-2022-0001-JOC-CAP-K-2
	DGS A-2022-0001-JOC-CSE-K-2
	DGS A-2022-0001-JOC-CSW-K-2
	DGS A-2022-0001-JOC-NET-K-2
	DGS A-2022-0001-JOC-NWT-K-2
	DGS A-2022-0001-JOC-SET-K-2
	DGS A-2022-0001-JOC-SWT-K-2

<b>Electrical .4</b>	
	DGS A-2022-0001-JOC-CAP-K-4
	DGS A-2022-0001-JOC-CSE-K-4
	DGS A-2022-0001-JOC-CSW-K-4
	DGS A-2022-0001-JOC-NET-K-4
	DGS A-2022-0001-JOC-NWT-K-4
	DGS A-2022-0001-JOC-SET-K-4
	DGS A-2022-0001-JOC-SWT-K-4

<b>Proposer Information</b>	
Proposer Name:	
Proposer Mailing Address:	
Proposer Contact Person:	
Contact Phone Number:	
Contact E-Mail Address:	
Proposer Federal ID Number:	
Proposer SAP/SRM Vendor Number:	

<b>Submittals Enclosed and Separately Sealed</b>	
<b>1</b>	<b>Technical Submittal - Must Include the Following Paper Items:</b>
	Completed Proposal Cover Sheet
	Signed Proposal Signature Page
	Signed and Notarized Non-Collusion Affidavit
	<b>Small Diverse Business and Veteran Business Enterprise</b>
<b>2</b>	<b>Participation Submittals</b>
<b>3</b>	<b>Cost Submittal</b>

**Proposals MUST be submitted separately for each contract being proposed on**

**APPENDIX B**  
**PROPOSAL SIGNATURE PAGE**

Remainder of This Page Intentionally Left Blank

## Proposal Signature Page

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

- a. All of the Proposer's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b. The Proposer has arrived at their Adjustment Factors in its proposal independently and without consultation, communication, or agreement with any other Proposer or potential Proposer.
- c. The Proposer has not disclosed their Adjustment Factors to any other firm or person who is a Proposer or potential Proposer for this RFP, and the Proposer shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- d. The Proposer has not attempted, nor will it attempt, 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.
- e. The Proposer makes its proposal 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.
- f. 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** 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 the Proposer has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as the Proposer has otherwise disclosed 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.

- h. The Proposer is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Proposer cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Proposer has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Proposer's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- k. Proposer will meet its Small Diverse Business and Veteran Business Enterprise Participation commitments unless a change is approved by the BDISBO.
- l. Until the selected Proposer 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 Proposer shall not begin to perform.
- m. Proposer acknowledges that they have read and understood all Addenda issued for this Job Order Contracting Services contract.

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 (a through m) are material and important, and will be relied upon by the Department of General Services in awarding the contract 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                      Date

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

\_\_\_\_\_  
 Title

# APPENDIX C

## NON-COLLUSION AFFIDAVIT

### **INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT**

1. This Noncollusion 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 Noncollusion 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 a Noncollusion affidavit with the Proposal in compliance with these instructions may result in disqualification of the proposal.

**NONCOLLUSION AFFIDAVIT**

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

DGS Contract Number: \_\_\_\_\_

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 Adjustment Factors of this proposal.

I state that:

1. The Adjustment Factors of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
2. The Adjustment Factors have not 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 three 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.**

**SWORN TO AND SUBSCRIBED**

**BEFORE ME THIS \_\_\_\_\_ DAY OF**

\_\_\_\_\_, 20 \_\_\_\_.

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

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

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

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

My Commission Expires





**7. Description of the Work the Proposer Intends to Self-Perform: (Attach an additional sheet(s) as necessary):**

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**8. Description of the Work the Proposer intends to Subcontract (Attach an additional sheet(s) if necessary):**

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**9. Under what other or former names has your organization operated?**

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# APPENDIX E

## COMPARABLE CONSTRUCTION EXPERIENCE

### PROJECTS EQUAL TO OR LESS THAN \$150,000

*Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated*

1. Client Name: \_\_\_\_\_

2. Project Name: \_\_\_\_\_

3. Project Number: \_\_\_\_\_

4. Project Value: \_\_\_\_\_

5. County of Project: \_\_\_\_\_

6. Date of Project Final Acceptance: \_\_\_\_\_

7. Company Role in Project (circle one):

Prime Contractor      Subcontractor      Multi-Prime Contractor

8. Client (circle one):

Commonwealth Agency      Other Public Entity      Other

9. Project included the following elements (circle all that apply):

General Construction      HVAC      Electrical      Plumbing

10. Attach an Additional Sheet(s) describing the Project's Scope of Work. Is the Additional

Sheet(s) attached (circle one):    Yes    No

11. Client Reference for Construction- It is your responsibility to assure that the contact

information listed in correct. If your reference cannot be contacted, this project may not be considered.

References' Name: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**12. Description of any problems or major issues encountered during the Project (if any) and what was done to resolve (attach additional information as necessary):**

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# APPENDIX F

## COMPARABLE CONSTRUCTION EXPERIENCE

### PROJECTS BETWEEN \$150,001 and \$400,000

*Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated*

1. Client Name: \_\_\_\_\_

2. Project Name: \_\_\_\_\_

3. Project Number: \_\_\_\_\_

4. Project Value: \_\_\_\_\_

5. County of Project: \_\_\_\_\_

6. Date of Project Final Acceptance: \_\_\_\_\_

7. Company Role in Project (circle one):

Prime Contractor      Subcontractor      Multi-Prime Contractor

8. Client (circle one):

Commonwealth Agency      Other Public Entity      Other

9. Project included the following elements (circle all that apply):

General Construction      HVAC      Electrical      Plumbing

10. Attach an Additional Sheet(s) describing the Project's Scope of Work. Is the Additional

Sheet(s) attached (circle one):    Yes    No

11. Client Reference for Construction- It is your responsibility to assure that the contact

information listed in correct. If your reference cannot be contacted, this project may not be considered.

References' Name: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**12. Description of any problems or major issues encountered during the Project (if any) and what was done to resolve (attach additional information as necessary):**

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# APPENDIX G

## COMPARABLE CONSTRUCTION EXPERIENCE

**PROJECT BETWEEN \$400,001 and \$2,000,000**

*Submit a Single Form to be Evaluated*

1. Client Name: \_\_\_\_\_

2. Project Name: \_\_\_\_\_

3. Project Number: \_\_\_\_\_

4. Project Value: \_\_\_\_\_

5. County of Project: \_\_\_\_\_

6. Date of Project Final Acceptance: \_\_\_\_\_

7. Company Role in Project (circle one):

Prime Contractor      Subcontractor      Multi-Prime Contractor

8. Client (circle one):

Commonwealth Agency      Other Public Entity      Other

9. Project included the following elements (circle all that apply):

General Construction      HVAC      Electrical      Plumbing

10. Attach an Additional Sheet(s) describing the Project's Scope of Work. Is the Additional

Sheet(s) attached (circle one):    Yes    No

11. Client Reference for Construction- It is your responsibility to assure that the contact

information listed in correct. If your reference cannot be contacted, this project may not be considered.

References' Name: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**12. Description of any problems or major issues encountered during the Project (if any) and what was done to resolve (attach additional information as necessary):**

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**APPENDIX H**  
**KEY PERSONNEL**

**PROJECT MANAGER**

*Submit a Separate Form for Each Project Manager Proposed. Maximum of (2) Project Managers will be evaluated.*

1. Project Manager's Name: \_\_\_\_\_

2. Number of Years with Firm: \_\_\_\_\_

3. Experience (circle all that apply):

General Construction    HVAC    Electrical    Plumbing

4. Number of Years' Experience with the Trade(s) circled above (list out number of years per each trade):    General Construction \_\_\_\_\_    HVAC \_\_\_\_\_

Electrical \_\_\_\_\_    Plumbing \_\_\_\_\_

5. Does the Project Manager being Proposed as a Key Personnel have experience working on Job Order Contracting Contracts (circle one): Yes    No

a. If yes, identify which contracts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Does the Project Manager being Proposed as a Key Personnel have experience working with the Commonwealth on Construction Contracts as a Prime Contractor (circle one):

Yes                      No

a. If yes, number of Years' Experience: \_\_\_\_\_

7. Attach Resume. Is the Resume attached (circle one): Yes    No

8. Client Reference #1 for Construction- It is your responsibility to assure that the contact information listed in correct. If your reference cannot be contacted, this project may not be considered.



**References' Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

- 9. Client Reference #2 for Construction- It is your responsibility to assure that the contact information listed is correct.** If your reference cannot be contacted, this project may not be considered.

**References' Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

# APPENDIX I

## COST SUBMISSION FORM

The Proposer shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors will result in the Proposal being deemed non-responsive. The JOC Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

Proposer: \_\_\_\_\_

	<b>Adjustment Factor Name</b>	<b>Adjustment Factor Bid</b>	<b>X Multiplier</b>	<b>= Total</b>
1.	Adjustment Factor for Normal Working Hours		X 0.35	= __. ____
2.	Adjustment Factor for Other Than Normal Working Hours		X 0.15	= __. ____
3.	Emergency		X 0.15	= ____ . ____
4.	Secured Facility		X 0.10	= ____ . ____
5.	Emergency in Secured Facility		X 0.15	= ____ . ____
6.	Adjustment Factor for Design Work		X 0.10	= __. ____
7.	Add all the Total amounts in the right column.  <b>The Sum of these Total amounts is the Final Proposed Price.</b>			= __. ____

***Notes To the Proposer:***

1. Specify lines 1 through 7 to two (2) decimal places. Use conventional rounding methodology (i.e., if the number in the 3<sup>rd</sup> decimal place is 0-4, the number in the 2<sup>nd</sup> decimal remains unchanged; if the number in the 3<sup>rd</sup> decimal place is 5-9, the number in the 2<sup>nd</sup> decimal is rounded upward).
2. ***The Other Than Normal Working Hours Adjustment Factors should be equal to or greater than the Normal Working Hours Adjustment Factors.***
3. ***All Adjustment Factors must be equal to or greater than 1.0000.***
4. The weighted multipliers above are for the purpose of calculating a Final Proposed Price only. No assurances are made by the Commonwealth that work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Final Proposed Price is only used for the purpose of determining the lowest proposed price and calculating all Cost Submittal scores.
5. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

**Liquidated Damages**

1. Liquidated damages will be assessed on a Job Order-by-Job-Order basis. If no Extensions of Time are granted, for each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the JOC Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Contract.

<b>Job Order Price</b>	<b>Liquidated Damages</b>
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

## **APPENDIX J**

### **SMALL DIVERSE BUSINESS (SDB) and VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION SUMMARY SHEET**

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## **Small Diverse Business (SDB) and Veteran Business Enterprise (VBE)**

### **Participation Summary Sheet**

Proposers now must agree to meet the SDB and VBE Participation Goals in full or demonstrate they have made Good Faith Efforts to meet both Goals. Important information regarding this program is set forth in Part 3 of the RFP and Appendix K.

	<b>SDB Participation Goal</b>	<b>VBE Participation Goal</b>
<b>General Contracting - .1</b>	<b>8.2%</b>	<b>3.0%</b>
<b>HVAC - .2</b>	<b>9.0%</b>	<b>3.0%</b>
<b>Plumbing - .3</b>	<b>17.5%</b>	<b>3.0%</b>
<b>Electrical - .4</b>	<b>20.2%</b>	<b>3.0%</b>

\* The Issuing Office and BDISBO will re-assess the SDB and VBE Participation Goals after the second year of the Contract Term. The Issuing Office and BDISBO may lower any of the Participation Goals but will not increase any Participation Goals.

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### **Training Session**

**A Training Session with the Bureau of Diversity Inclusion and Small Business Opportunities on Small Diverse Business and Veteran Business Enterprise requirements will be held VIRTUALLY on:**

**October 12, 2022 at 9:00 AM**

[Click here to join the meeting](#)

Audio Only

[+1 267-332-8737,146446457#](#) United States, Philadelphia

Phone Conference ID: 146 446 457#

Although this training session is not mandatory, it is strongly encouraged that a representative from each Company attend.

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# **APPENDIX K**

## **SMALL DIVERSE BUSINESS and VETERAN BUSINESS ENTERPRISE PACKETS**

### **The following Documents are contained in this Appendix:**

- SDB - 1 Instructions for completing SDB Participation Submittal and SDB Utilization Schedule
- SDB - 2 SDB Participation Submittal
- SDB - 3 SDB Utilization Schedule
- SDB - 4 Guidance for Documenting Good Faith Efforts to meet the SDB Participation Goal
- SDB - 5 Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal
  
- VBE - 1 Instructions for completing VBE Participation Submittal and VBE Utilization Schedule
- VBE - 2 VBE Participation Submittal
- VBE - 3 VBE Utilization Schedule
- VBE - 4 Guidance for Documenting Good Faith Efforts to meet the VBE Participation Goal
- VBE - 5 Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal

**SDB-1**  
**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)  
PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.**

*PLEASE READ BEFORE COMPLETING THESE DOCUMENTS*  
*Bidders/Offerors do not need to return SDB-1 with their SDB Participation Submittal*

The following instructions include details for completing the SDB Participation Submittal (SDB-2) which Bidders or Offerors must submit in order to be considered responsive.

The following instructions also include details for completing the SDB Utilization Schedule (SDB-3), which Bidders or Offerors must submit for any portion of the SDB participation goal the Bidder or Offeror commits to meeting.

**A Bidder/Offeror's failure to meet the SDB participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the SDB participation goal will result in the rejection of the Bid or Proposal as nonresponsive.**

I. **SDB Participation Goal:** The SDB participation goal is set forth in the **Solicitation**. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the SDB classifications to meet the SDB participation goal.

II. **SDB Eligibility:**

1. **Finding SDB firms:** Offerors can access the directory of **DGS-verified** SDB firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.

**Only SDBs verified by DGS** and as defined herein may be counted for purposes of achieving the SDB participation goal. In order to be counted for purposes of achieving the SDB participation goal, the SDB firm, including an SDB prime, **must be DGS-verified for the services, materials or supplies that it has committed to perform.**

- a. **SDB prime bidders or offerors.** An SDB prime firm whose SDB verification is pending or incomplete as of the bid or proposal due date and time may not satisfy the SDB participation goal through its own performance. **A self-certified SB prime that does not have its SDB verification as of the bid or proposal due date and time cannot satisfy the SDB participation goal through its own performance.**
  - b. **SDB subcontractors, manufacturers, or suppliers.** To receive credit toward meeting the SDB participation goal, the SDB subcontractor, manufacturer, or supplier must be a DGS-verified SDB as of the date the work to be performed by the SDB commences. **A self-certified SB subcontractor, manufacturer, or supplier that does not have its SDB verification as of the date the work to be performed by the subcontractor, manufacturer, or supplier commences cannot be used to satisfy the SDB participation goal.**
2. **SDB Requirements:** To be considered an SDB, a firm must be a **DGS-verified** small minority business enterprise (MBE); woman business enterprise (WBE); LGBT business enterprise (LGBTBE); Disability-owned business enterprise (DOBE); Service-Disabled

## SDB-1

### INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.

Veteran-Owned Small Business Enterprise (SDVBE); or otherwise deemed disadvantaged by the Uniform Certification Program.

Additional information on the DGS verification process can be found at:

<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

3. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the firm may receive credit towards both the SDB participation goal and the VBE participation goal as set forth in the Solicitation.

*Example: The SDB participation goal is 10% and the VBE participation goal is 5%. A subcontractor is DGS-verified as both an SDB and a VBE and will perform 10% of the contract work. The prime contractor can satisfy both the SDB participation goal and the VBE participation goal through that subcontractor's performance of 10% of the contract work., unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office. However, an SDB firm verified as both a WBE and MBE may not be double counted toward satisfying the SDB participation goal.*

4. Participation by SDB firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as an SDB and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An SDB may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals.
5. Questions about SDB verification. Questions regarding the SDB program, 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 611, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [RA-BDISBOVerification@pa.gov](mailto:RA-BDISBOVerification@pa.gov)  
Website: [www.dgs.pa.gov](http://www.dgs.pa.gov)

### III. Guidelines Regarding SDB Prime Self-Performance.

1. An SDB firm participating as a prime bidder or offeror on a procurement may receive credit towards the SDB Participation goal established for the procurement through their own self-performance.



## **SDB-1**

### **INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.**

*Example: A solicitation has a 15% SDB participation goal. An SDB prime offeror self-performing contract work valued at only 10% of contract costs (if permitted by the solicitation documents) must still satisfy the remaining 5% SDB participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet SDB participation goal. Failure to satisfy the remaining 5% SDB participation goal or failure to obtain a Good Faith Efforts waiver for the unmet portion of the SDB participation goal will result in rejection of that SDB prime's bid or proposal as nonresponsive.*

2. For an SDB prime bidder or offeror to receive credit for self-performance, the SDB prime bidder or offeror must be a **DGS-verified** SDB as of the solicitation due date and time and must list itself in the **SDB Utilization Schedule (SDB-3)**.
3. The SDB prime bidder or offeror must also include the classification category (MBE, WBE, LGBTBE, DOBE, and/or SDVBE) under which it is self-performing and include information regarding the work it will self-perform. For any portion of the SDB participation goal not met through the SDB prime bidder or offeror's self-performance, the SDB bidder or offeror must also identify on the **SDB Utilization Schedule (SDB-3)** the portion of the SDB participation goal that will be performed by SDB subcontractors, manufacturers, or suppliers it will use to meet the unmet portion of the goal or must request a Good Faith Efforts waiver.

#### **IV. Calculating SDB participation.** BDISBO will credit the selected offeror for SDB participation as follows:

1. **SDB subcontractors.** An SDB subcontractor, through its own employees, shall perform at least 50% of the amount of the subcontract. 100% of the total subcontract amount shall be counted towards the SDB participation goal, unless the SDB subcontractor is performing one of the functions listed in paragraphs 2-4 below.
2. **SDB manufacturers.** An SDB manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. 100% of the total cost of the materials or supplies purchased from the SDB manufacturer shall be counted towards the SDB participation goal.
3. **SDB stocking suppliers.** An SDB stocking supplier is 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. 60% of the total cost of the materials or supplies purchased from the SDB stocking supplier shall be counted towards the SDB participation goal.

*Example for illustrative purposes of applying the 60% rule:  
Overall contract value: \$2,000,000*

## SDB-1

### INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.

*Total value of supplies: \$100,000*

*Apply 60% Rule: \$100,000 x 60% = \$60,000*

*Divide 60% Rule result by contract value: \$60,000/\$2,000,000 = 3%*

*In this example, 3% would be counted towards the SDB participation goal for the SDB supplier.*

4. **SDB nonstocking suppliers.** An SDB nonstocking supplier is credited at only the amount of the fee or commission charged by the SDB nonstocking supplier for assistance in the procurement of the materials and supplies, provided that 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 an SDB nonstocking supplier exceed 10 percent 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 Utilization Report. Industry practices and other relevant factors will be considered.
5. The selected offeror may receive credit for SDB utilization at any tier of supply or subcontracting consistent with Administrative Procedure No. 13, Small Diverse Business and Veteran Business Enterprise Participation, Subsection D. The dollar value of any commitment to an SDB cannot be double counted.

#### V. Document Submittal Errors.

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
  - a. Failure to submit a completed **SDB Participation Submittal (SDB-2)**;
  - b. Failure to submit an **SDB Utilization Schedule (SDB-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
  - c. Failure to submit a Good Faith Efforts waiver request when not fully meeting the SDB participation goal.
2. **Potentially curable errors.** The Issuing Office and BDISBO may provide Bidders or Offerors the opportunity to provide clarifications or to correct errors not listed as fatal errors above. If the additionally submitted information does not adequately address or clarify the submittal, the bid or proposal may be rejected. **Bidders or Offerors are not permitted to make material changes during clarifications or corrections in order to meet the SDB Participation Goal.**

**SDB-2**  
**SDB PARTICIPATION SUBMITTAL**

**CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.**

*Click on bold titles to navigate to that specific page.*

**I agree to meet the SDB participation goal in full.**

I have completed and am submitting with my bid or proposal an **SDB Utilization Schedule (SDB-3)**, which is required in order to be considered for award.

**I am requesting a partial waiver of the SDB participation goal.**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **SDB Utilization Schedule (SDB-3)** for that portion of the SDB participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the SDB participation goals that I am unable to meet.

**I am requesting a full waiver of the SDB participation goal**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete SDB participation goal, which is required in order to be considered for award.

NOTE: SDB primes who are submitting as bidders or offerors must complete an **SDB Utilization Schedule (SDB-3)** identifying any self-performance towards the SDB participation goal.

**SDB-3**  
**SDB UTILIZATION SCHEDULE**

**Bidder/Offeror to complete the following:**

**Amount of SDB participation goal to be met through the use of SDB subcontractors, suppliers, or manufacturers:** Bidders/offerors are not required to identify the specific SDB subcontractors, suppliers, or manufacturers within this SDB Utilization Schedule, but must identify the total percentage (%) of work to be performed by SDB subcontractors, suppliers, or manufacturers. However, the selected bidder/offeror must submit Utilization Reports identifying the SDB subcontractors, suppliers, or manufacturers used to meet the portion of the SDB participation goal listed below. To receive credit toward meeting the SDB participation goal, the SDB subcontractor, manufacturer, or supplier must be a DGS-verified SDB as of the date the work to be completed by the SDB commences.

Percentage of work to be performed by SDB subcontractors, suppliers, or manufacturers:

\_\_\_\_\_ %

**If the Prime Bidder/Offeror is a DGS-verified SDB,** complete the following:

SAP Vendor Number (6-digit number): \_\_\_\_\_

SDB Verification Number (located on DGS SDB verification):

\_\_\_\_\_

Type of SDB: \_\_\_ MBE

\_\_\_ WBE

\_\_\_ LGBTBE

\_\_\_ DOBE

\_\_\_ SDVBE

Description of Work to be Performed (Statement of Work/Specification reference):

Percentage of work to be self-performed by SDB bidder/offeror: \_\_\_\_\_ %

**SDB-4**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

*Bidders/Offerors do not need to return SDB-4 with their SDB Participation Submittal*

In order for its bid or proposal to be responsive, the Bidder or Offeror must either (1) meet the SDB participation goal and document its commitments for participation of SDB firms, or (2) when it does not meet the SDB participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the **Good Faith Efforts Documentation to Support Waiver Request (SDB-5)** of the SDB Participation Goal.

## **I. Definitions**

**Anticipated Scopes of Work** – all of the items of work the bidder or offer identified as possible items of work for performance by SDBs and should include all reasonably identifiable subcontractable work opportunities.

**Good Faith Efforts** - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the SDB participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient SDB participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror requesting a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the SDB participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

**Identified SDBs**– all of the SDBs the Offeror has identified as available to perform the Anticipated Scopes of Work and should include all DGS-verified SDBs that are reasonably identifiable.

**Offeror** – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

**SDB** – “SDB” refers to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Disability-Owned Business Enterprises (DOBE), LGBT-Owned Business Enterprises (LGBTBE), Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE) verified by BDISBO, or otherwise deemed disadvantaged by the Uniform Certification Program.

**SDB participation goal** – “SDB participation goal” refers to the SDB participation goal set for a procurement for MBE, WBE, LGBTBE, DOBE, and SDVBE utilization.

## **II. Types of Actions Agency and BDISBO will Consider**

**SDB-4**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

The following are types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror is unable to meet, in full, the SDB participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

**A. Identify Items as Anticipated Scopes of Work for SDBs**

1. Anticipated Scopes of Work

- (a) Offerors should reasonably identify sufficient anticipated scopes of work to be performed by SDBs. These anticipated scopes of work should include SDB subcontracting opportunities.
- (b) Where appropriate, Offerors should break out anticipated scopes of work into economically feasible units to facilitate SDB participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the SDB participation goal.**

**B. Identify SDBs to Solicit**

1. Identified SDBs

- (a) Offerors must reasonably identify the SDBs that are available to perform the Anticipated Scopes of Work.
- (b) Any SDBs identified as available by the Offeror should be certified to perform the Anticipated Scopes of Work (i.e., assigned the UNSPSC codes within the DGS Supplier Search that are applicable to the Scope of Work they will be performing).

**C. Solicit SDBs**

- 1. Offerors must solicit a reasonable number of identified SDBs for all Anticipated Scopes of Work by providing written notice. The Offeror must:
  - (a) provide the written solicitation to all Identified SDBs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified SDB to respond;
  - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and

## SDB-4

### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

- (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified SDB, and other requirements of the contract to assist Identified SDBs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
- 2. “All” Identified SDBs includes any SDB Firms the Offeror identifies as potentially available to perform the Anticipated Scopes of Work, but it does not include Identified SDBs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
- 3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested SDB cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested SDB.
- 4. Offerors must follow up on initial written solicitations by contacting Identified SDBs to determine their interest in bidding. The follow up contact may be made:
  - (a) by telephone using the contact information in BDISBO’s Directory, unless the Offeror has a valid basis for using different contact information; or
  - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
- 5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, offerors must use all other reasonable and available means to solicit the interest of Identified SDBs certified to perform the Anticipated Scopes of Work. Examples of other means include:
  - (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which SDBs could be informed of contracting and subcontracting opportunities; and
  - (b) if recommended by the procurement, advertising with or effectively using the services of at least two diversity-focused entities or media, including trade associations, minority/women/disability/LGBT community organizations, minority/women/disability/LGBT contractors' groups, and local, state, and federal minority/women/disability/LGBT business assistance offices.

#### **D. Negotiate with Interested SDBs**

Offerors must negotiate in good faith with interested SDBs.

1. Evidence of negotiation includes, without limitation, the following:

**SDB-4**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

- (a) the names, addresses, and telephone numbers of SDBs that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for SDBs to perform the work.
2. In negotiating with subcontractors, the offeror should consider a subcontractor's price and capabilities as well as the SDB participation goal.
3. Additional costs incurred in finding and using SDBs are not sufficient justification for the Offeror's failure to meet the SDB participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an SDB's quote is excessive or unreasonable include, without limitation, the following:
  - (a) dollar difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
  - (b) percentage difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
  - (c) percentage that the SDB subcontractor's quote represents of the total contract cost;
  - (d) whether the work described in the SDB and Non-SDB subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
  - (e) number of quotes received by the Offeror for that portion of the Anticipated Scopes of Work.
4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Offeror may not use its price for self-performing work as a basis for rejecting an SDB's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an SDB and one quote from a non-SDB.



## **SDB-4**

### **GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

7. The Offeror shall not reject an SDB as unqualified without sound justification based on a thorough investigation of the SDB's capabilities. For each SDB that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for its conclusion. The Offeror also must document the steps taken to verify the capabilities of the SDB and non-SDB Firms quoting similar work.
  - (a) The factors to take into consideration when assessing the capabilities of an SDB include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
  - (b) The SDB's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the SDB participation goal.

#### **E. Assisting Interested SDBs**

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested SDBs in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

#### **III. Other Considerations**

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified SDBs in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between SDB and non-SDB costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

The procuring agency and BDISBO may consider whether the Offeror decided to self-perform potentially subcontractable work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the SDB participation goal. For example, when the apparent successful Offeror fails to meet the SDB participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the SDB participation goal. If the apparent successful Offeror fails to meet the SDB participation goal but meets or exceeds the average SDB participation

## **SDB-4**

### **GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

#### **IV. Documenting Good Faith Efforts**

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the SDB participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

##### **A. Anticipated Scopes of Work (complete SDB-5, Part 1 – Anticipated Scopes of Work Offeror Made Available to SDBs)**

A detailed statement of the efforts made to select portions of the contract work proposed to be performed by SDBs in order to increase the likelihood of achieving the SDB participation goal.

##### **B. Outreach/Solicitation/Negotiation**

1. A detailed statement of the efforts made to contact and negotiate with SDBs including:
  - (a) the names, addresses, and telephone numbers of the SDBs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(complete SDB-5, Part 2 – Identified SDB Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations);** and
  - (b) a description of the information provided to SDBs regarding the plans, specifications, and anticipated time schedule for portions of the contract work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **SDB-5, Part 3 - Outreach Efforts Compliance Statement.**

##### **C. Rejected SDBs (complete SDB-5, Part 4 - Additional Information Regarding Rejected SDB Quotes)**

1. For each SDB that the Offeror concludes is not acceptable or qualified, provide a detailed statement of the reasons for this conclusion, including the steps taken to verify the capabilities of the SDB and non-SDB firms quoting similar work.
2. For each SDB that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all SDB and non-SDB firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

**SDB-4**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL  
DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

**D. Unavailable SDBs (complete SDB-5, Part 5 – SDB Subcontractor Unavailability Certificate)**

1. **For each SDB that the Offeror contacted but found to be unavailable, submit an SDB Subcontractor Unavailability Certificate** signed by the SDB, an email from the SDB indicating the SDB is unavailable, or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

**E. Other Documentation**

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

**SDB-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL**

<b>Project Description:</b>	
<b>Commonwealth Agency Name:</b>	
<b>Solicitation #:</b>	
<b>Solicitation Due Date and Time:</b>	

<b>Bidder/Offeror Company Name:</b>	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

**Part 1 – Anticipated Scopes of Work Offeror Made Available to SDBs**

Identify those anticipated scopes of work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. It is the Offeror’s responsibility to demonstrate that the total percentage of the anticipated scopes of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

Anticipated Scopes of Work	Does Offeror normally self-perform this work?	Was this work made available to SDB Firms? If not, explain why.
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

Attach additional sheets if necessary.

**SDB-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL**

**Part 2 – Identified SDBs and Record of Solicitations**

Identify the SDBs solicited to provide quotes for the Anticipated Scopes of Work made available for SDB participation. Include the name of the SDB solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the SDB provided a quote, and whether the SDB is being used toward meeting the SDB participation goal.

Note: Copies of all written solicitations and documentation of follow-up calls to SDBs must be attached to this form. For each Identified SDB listed below, Offeror should submit an SDB Subcontractor Unavailability Certificate signed by the SDB or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

Name of Identified SDB and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	SDB interested in Anticipated Scope of Work?	Will SDB be Used?	Reason SDB Rejected
SDB Name:  <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date:  <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date:  <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call:  Spoke with:  Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing
SDB Name:  <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date:  <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date:  <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call:  Spoke with:  Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing

Attach additional sheets as necessary.

**SDB-5**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF**  
**SDB PARTICIPATION GOAL**

**Part 3 – SDB Outreach Compliance Statement**

- 1. List the Anticipated Scopes of Work for subcontracting opportunities for the solicitation along with specific work categories:**

- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified SDBs for these subcontract opportunities.**

- 3. Offeror made the following attempts to contact the Identified SDBs:**

- 4. Bonding Requirements (Please Check One):**

\_\_\_\_\_ This project does not involve bonding requirements.

\_\_\_\_\_ Offeror assisted Identified SDBs to fulfill or seek waiver of bonding requirements.  
(DESCRIBE EFFORTS):

- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

\_\_\_\_\_ Offeror did attend the pre-Bid/Proposal/Quote conference or Supplier Forum

\_\_\_\_\_ No pre-Bid/Proposal/Quote conference or Supplier Forum was held

\_\_\_\_\_ Offeror did not attend the pre-Bid/Proposal/Quote conference or Supplier Forum

**SDB-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL**

**Part 4 – Additional Information Regarding Rejected SDBs**

This form must be completed if Part 2 indicates that an SDB quote was rejected because the Offeror is using a non-SDB or is self-performing the Anticipated Scopes of Work. List the Anticipated Scopes of Work, indicate whether the work will be self-performed or performed by a non-SDB, and if applicable, state the name of the non-SDB firm. Also include the names of all SDBs and non-SDB firms that provided a quote and the amount of each quote.

<b>Describe Anticipated Scope of Work not being performed by SDBs</b>	<b>Self-performing or using non-SDB (provide name of non-SDB if applicable)</b>	<b>Reason why SDB quote was rejected along with brief explanation</b>
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

**SDB-5**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF**  
**SDB PARTICIPATION GOAL**

**Part 5 – SDB Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of SDB)

located at \_\_\_\_\_  
(Number) (Street)

\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

by \_\_\_\_\_  
(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (SDB), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

\_\_\_\_\_  
(Signature of SDB's Representative) (Title) (Date)

\_\_\_\_\_  
(DGS SDB Certification #) (Telephone #)

\*\*\*\*\*

3. If the SDB does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed SDB is either unavailable for the anticipated scopes of work for this project or did not provide a response.

\_\_\_\_\_  
(Signature of Bidder/Offeror) (Title) (Date)



**VBE-1**  
**INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS ENTERPRISE**  
**(VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

*PLEASE READ BEFORE COMPLETING THESE DOCUMENTS*  
*Bidders/Offerors do not need to return VBE-1 with their VBE Participation Submittal*

The following instructions include details for completing the VBE Participation Submittal (VBE-2) which Bidders or Offerors must submit in order to be considered responsive.

The following instructions also include details for completing the VBE Utilization Schedule (VBE-3), which Bidders or Offerors must submit for any portion of the VBE participation goal the Bidder or Offeror commits to meeting.

**A Bidder/Offeror's failure to meet the VBE participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the VBE participation goal will result in the rejection of the Bid or Proposal as nonresponsive.**

I. **VBE Participation Goal:** The VBE participation goal is set forth in the **Solicitation**. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers to meet the VBE participation goal.

II. **VBE Eligibility:**

1. **Finding VBE firms:** Offerors can access the directory of **DGS-verified** VBE firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.

**Only VBEs verified by DGS** and as defined herein may be counted for purposes of achieving the VBE participation goal. In order to be counted for purposes of achieving the VBE participation goal, the VBE firm, including an VBE prime, **must be DGS-verified for the services, materials or supplies that it has committed to perform.**

- a. **VBE prime bidders or offerors.** An VBE prime firm whose VBE verification is pending or incomplete as of the bid or proposal due date and time may not satisfy the VBE participation goal through its own performance. **A self-certified SB prime that does not have its VBE verification as of the bid or proposal due date and time cannot satisfy the VBE participation goal through its own performance.**
  - b. **VBE subcontractors, manufacturers, or suppliers.** To receive credit toward meeting the VBE participation goal, the VBE subcontractor, manufacturer, or supplier must be a DGS-verified VBE as of the date the work to be performed by the VBE commences. **A self-certified SB subcontractor, manufacturer, or supplier that does not have its VBE verification as of the date the work to be performed by the subcontractor, manufacturer, or supplier commences cannot be used to satisfy the VBE participation goal.**
2. **VBE Requirements:** To be considered an VBE, a firm must be a **DGS-verified** Veteran-Owned Small Business Enterprise or Service-Disabled Veteran-Owned Small Business Enterprise.

**VBE-1**  
**INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

Additional information on the DGS verification process can be found at:

<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

3. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the firm may receive credit towards both the SDB participation goal and the VBE participation goal as set forth in the Solicitation.

*Example: The SDB participation goal is 10% and the VBE participation goal is 5%. A subcontractor is DGS-verified as both an SDB and a VBE and will perform 10% of the contract work. The prime contractor can satisfy both the SDB participation goal and the VBE participation goal through that subcontractor's performance of 10% of the contract work., unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.*

4. Participation by VBE firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as an VBE and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An VBE may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals.
5. Questions about VBE verification. Questions regarding the VBE program, 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 611, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [RA-BDISBOVerification@pa.gov](mailto:RA-BDISBOVerification@pa.gov)  
Website: [www.dgs.pa.gov](http://www.dgs.pa.gov)

**III. Guidelines Regarding VBE Prime Self-Performance.**

1. An VBE firm participating as a prime bidder or offeror on a procurement may receive credit towards the VBE Participation goal established for the procurement through their own self-performance.

*Example: A solicitation has a 15% VBE participation goal. An VBE prime offeror self-performing contract work valued at only 10% of contract costs (if permitted by the solicitation documents) must still satisfy the remaining 5% VBE participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet VBE participation goal. Failure to satisfy the remaining 5%*

## VBE-1

### INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.

*VBE participation goal or failure to obtain a Good Faith Efforts waiver for the unmet portion of the VBE participation goal will result in rejection of that VBE prime's bid or proposal as nonresponsive.*

2. For an VBE prime bidder or offeror to receive credit for self-performance, the VBE prime bidder or offeror must be a **DGS-verified** VBE as of the solicitation due date and time and must list itself in the **VBE Utilization Schedule (VBE-3)**.
3. The VBE prime bidder or offeror must also identify whether it is a Veteran-Owned Small Business Enterprise or a Service-Disabled Veteran-Owned Small Business Enterprise and include information regarding the work it will self-perform. For any portion of the VBE participation goal not met through the VBE prime bidder or offeror's self-performance, the VBE bidder or offeror must also identify on the **VBE Utilization Schedule (VBE-3)** the portion of the VBE participation goal that will be performed by VBE subcontractors, manufacturers, or suppliers it will use to meet the unmet portion of the goal or must request a Good Faith Efforts waiver.

**IV. Calculating VBE participation.** BDISBO will credit the selected offeror for VBE participation as follows:

1. **VBE subcontractors.** An VBE subcontractor, through its own employees, shall perform at least 50% of the amount of the subcontract. 100% of the total subcontract amount shall be counted towards the VBE participation goal, unless the VBE subcontractor is performing one of the functions listed in paragraphs 2-4 below.
2. **VBE manufacturers.** An VBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. 100% of the total cost of the materials or supplies purchased from the VBE manufacturer shall be counted towards the VBE participation goal.
3. **VBE stocking suppliers.** An VBE stocking supplier is 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. 60% of the total cost of the materials or supplies purchased from the VBE stocking supplier shall be counted towards the VBE participation goal.

*Example for illustrative purposes of applying the 60% rule:*

*Overall contract value: \$2,000,000*

*Total value of supplies: \$100,000*

*Apply 60% Rule: \$100,000 x 60% = \$60,000*

*Divide 60% Rule result by contract value: \$60,000/\$2,000,000 = 3%*

*In this example, 3% would be counted towards the VBE participation goal for the VBE supplier.*

## VBE-1

### INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.

4. VBE nonstocking suppliers. An VBE nonstocking supplier is credited at only the amount of the fee or commission charged by the VBE nonstocking supplier for assistance in the procurement of the materials and supplies, provided that 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 an VBE nonstocking supplier exceed 10 percent 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 Utilization Report. Industry practices and other relevant factors will be considered.
5. The selected offeror may receive credit for VBE utilization at any tier of supply or subcontracting consistent with Administrative Procedure No. 13, Small Diverse Business and Veteran Business Enterprise Participation, Subsection D. The dollar value of any commitment to an SDB cannot be double counted.

#### V. Document Submittal Errors.

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
  - a. Failure to submit a completed **VBE Participation Submittal (VBE-2)**;
  - b. Failure to submit an **VBE Utilization Schedule (VBE-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
  - c. Failure to submit a Good Faith Efforts waiver request when not fully meeting the VBE participation goal.
2. **Potentially curable errors.** The Issuing Office and BDISBO may provide Bidders or Offerors the opportunity to provide clarifications or to correct errors not listed as fatal errors above. If the additionally submitted information does not adequately address or clarify the submittal, the bid or proposal may be rejected. **Bidders or Offerors are not permitted to make material changes during clarifications or corrections in order to meet the VBE Participation Goal.**

**VBE-2**  
**VBE PARTICIPATION SUBMITTAL**

**CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.**

*Click on bold titles to navigate to that specific page.*

**I agree to meet the VBE participation goal in full.**

I have completed and am submitting with my bid or proposal an **VBE Utilization Schedule (VBE-3)**, which is required in order to be considered for award.

**I am requesting a partial waiver of the VBE participation goal.**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve the total VBE participation goal for this solicitation and am requesting a partial waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **VBE Utilization Schedule (VBE-3)** for that portion of the VBE participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the VBE participation goals that I am unable to meet.

**I am requesting a full waiver of the VBE participation goal**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve any part of the VBE participation goal for this solicitation and am requesting a full waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete VBE participation goal, which is required in order to be considered for award.

NOTE: VBE primes who are submitting as bidders or offerors must complete an **VBE Utilization Schedule (VBE-3)** identifying any self-performance towards the VBE participation goal.

**VBE-3**  
**VBE UTILIZATION SCHEDULE**

**Bidder/Offeror to complete the following:**

**Amount of VBE participation goal to be met through the use of VBE subcontractors, suppliers, or manufacturers:** Bidders/offerors are not required to identify the specific VBE subcontractors, suppliers, or manufacturers within this VBE Utilization Schedule, but must identify the total percentage (%) of work to be performed by VBE subcontractors, suppliers, or manufacturers. However, the selected bidder/offeror must submit Utilization Reports identifying the VBE subcontractors, suppliers, or manufacturers used to meet the portion of the VBE participation goal listed below. To receive credit toward meeting the VBE participation goal, the VBE subcontractor, manufacturer, or supplier must be a DGS-verified VBE as of the date the work to be completed by the VBE commences.

Percentage of work to be performed by VBE subcontractors, suppliers, or manufacturers:

\_\_\_\_\_ %

**If the Prime Bidder/Offeror is a DGS-verified VBE,** complete the following:

SAP Vendor Number (6-digit number): \_\_\_\_\_

VBE Verification Number (located on DGS VBE verification):

\_\_\_\_\_

Type of VBE: \_\_\_ Veteran-Owned Small Business Enterprise

\_\_\_ Service-Disabled Veteran-Owned Small Business Enterprise

Description of Work to be Performed (Statement of Work/Specification reference):

Percentage of work to be self-performed by VBE bidder/offeror: \_\_\_\_\_ %

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VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

*Bidders/Offerors do not need to return VBE-4 with their VBE Participation Submittal*

In order for its bid or proposal to be responsive, the Bidder or Offeror must either (1) meet the VBE participation goal and document its commitments for participation of VBE firms, or (2) when it does not meet the VBE participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the **Good Faith Efforts Documentation to Support Waiver Request (VBE-5)** of the VBE Participation Goal.

## **I. Definitions**

**Anticipated Scopes of Work** – all of the items of work the bidder or offer identified as possible items of work for performance by VBEs and should include all reasonably identifiable subcontractable work opportunities.

**Good Faith Efforts** - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the VBE participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient VBE participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror requesting a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the VBE participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

**Identified VBEs**– all of the VBEs the Offeror has identified as available to perform the Anticipated Scopes of Work and should include all DGS-verified VBEs that are reasonably identifiable.

**Offeror** – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

**VBE** – “VBE” refers to Veteran-Owned Small Business Enterprises or Service-Disabled Veteran-Owned Small Business Enterprises verified by BDISBO.

**VBE participation goal** – “VBE participation goal” refers to the VBE participation goal set for a procurement for Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses.

## **II. Types of Actions Agency and BDISBO will Consider**

The following are types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror is unable to meet, in full, the VBE participation

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**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE  
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goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

**A. Identify Items as Anticipated Scopes of Work for VBEs**

1. Anticipated Scopes of Work

- (a) Offerors should reasonably identify sufficient anticipated scopes of work to be performed by VBEs. These anticipated scopes of work should include VBE subcontracting opportunities.
- (b) Where appropriate, Offerors should break out anticipated scopes of work into economically feasible units to facilitate VBE participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the VBE participation goal.**

**B. Identify VBEs to Solicit**

1. Identified VBEs

- (a) Offerors must reasonably identify the VBEs that are available to perform the Anticipated Scopes of Work.
- (b) Any VBEs identified as available by the Offeror should be certified to perform the Anticipated Scopes of Work (i.e., assigned the UNSPSC codes within the DGS Supplier Search that are applicable to the Scope of Work they will be performing).

**C. Solicit VBEs**

- 1. Offerors must solicit a reasonable number of identified VBEs for all Anticipated Scopes of Work by providing written notice. The Offeror must:
  - (a) provide the written solicitation to all Identified VBEs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified VBE to respond;
  - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
  - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified VBE, and other requirements of the contract to assist Identified VBEs in responding. (This



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### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL

information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified VBEs includes any VBE Firms the Offeror identifies as potentially available to perform the Anticipated Scopes of Work, but it does not include Identified VBEs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested VBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested VBE.
4. Offerors must follow up on initial written solicitations by contacting Identified VBEs to determine their interest in bidding. The follow up contact may be made:
  - (a) by telephone using the contact information in BDISBO’s Directory, unless the Offeror has a valid basis for using different contact information; or
  - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, offerors must use all other reasonable and available means to solicit the interest of Identified VBEs certified to perform the Anticipated Scopes of Work. Examples of other means include:
  - (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which VBEs could be informed of contracting and subcontracting opportunities; and
  - (b) if recommended by the procurement, advertising with or effectively using the services of at least two diversity-focused entities or media, including trade associations, minority/women/disability/LGBT community organizations, minority/women/disability/LGBT contractors' groups, and local, state, and federal minority/women/disability/LGBT business assistance offices.

#### D. Negotiate with Interested VBEs

Offerors must negotiate in good faith with interested VBEs.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of VBEs that were considered;

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- (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for VBEs to perform the work.
- 2. In negotiating with subcontractors, the offeror should consider a subcontractor's price and capabilities as well as the VBE participation goal.
- 3. Additional costs incurred in finding and using VBEs are not sufficient justification for the Offeror's failure to meet the VBE participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an VBE's quote is excessive or unreasonable include, without limitation, the following:
  - (a) dollar difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
  - (b) percentage difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
  - (c) percentage that the VBE subcontractor's quote represents of the total contract cost;
  - (d) whether the work described in the VBE and Non-VBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
  - (e) number of quotes received by the Offeror for that portion of the Anticipated Scopes of Work.
- 4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
- 5. The Offeror may not use its price for self-performing work as a basis for rejecting an VBE's quote as excessive or unreasonable.
- 6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an VBE and one quote from a non-VBE.
- 7. The Offeror shall not reject an VBE as unqualified without sound justification based on a thorough investigation of the VBE's capabilities. For each VBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement

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outlining the justification for its conclusion. The Offeror also must document the steps taken to verify the capabilities of the VBE and non-VBE Firms quoting similar work.

- (a) The factors to take into consideration when assessing the capabilities of an VBE include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
- (b) The VBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the VBE participation goal.

**E. Assisting Interested VBES**

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested VBES in obtaining:

- 1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
- 2. Necessary equipment, supplies, materials, or related assistance or services.

**III. Other Considerations**

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified VBES in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between VBE and non-VBE costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

The procuring agency and BDISBO may consider whether the Offeror decided to self-perform potentially subcontractable work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the VBE participation goal. For example, when the apparent successful Offeror fails to meet the VBE participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the VBE participation goal. If the apparent successful Offeror fails to meet the VBE participation goal but meets or exceeds the average VBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

**IV. Documenting Good Faith Efforts**

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**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE  
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the VBE participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

**A. Anticipated Scopes of Work (complete VBE-5, Part 1 – Anticipated Scopes of Work Offeror Made Available to VBEs)**

A detailed statement of the efforts made to select portions of the contract work proposed to be performed by VBEs in order to increase the likelihood of achieving the VBE participation goal.

**B. Outreach/Solicitation/Negotiation**

1. A detailed statement of the efforts made to contact and negotiate with VBEs including:
  - (a) the names, addresses, and telephone numbers of the VBEs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(complete VBE-5, Part 2 – Identified VBE Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations);** and
  - (b) a description of the information provided to VBEs regarding the plans, specifications, and anticipated time schedule for portions of the contract work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **VBE-5, Part 3 - Outreach Efforts Compliance Statement.**

**C. Rejected VBEs (complete VBE-5, Part 4 - Additional Information Regarding Rejected VBE Quotes)**

1. For each VBE that the Offeror concludes is not acceptable or qualified, provide a detailed statement of the reasons for this conclusion, including the steps taken to verify the capabilities of the VBE and non-VBE firms quoting similar work.
2. For each VBE that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all VBE and non-VBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

**D. Unavailable VBEs (complete VBE-5, Part 5 – VBE Subcontractor Unavailability Certificate)**

## **VBE-4**

### **GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

1. **For each VBE that the Offeror contacted but found to be unavailable, submit an VBE Subcontractor Unavailability Certificate** signed by the VBE, an email from the VBE indicating the VBE is unavailable, or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

#### **E. Other Documentation**

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

**VBE-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL**

<b>Project Description:</b>	
<b>Commonwealth Agency Name:</b>	
<b>Solicitation #:</b>	
<b>Solicitation Due Date and Time:</b>	

<b>Bidder/Offeror Company Name:</b>	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

**Part 1 – Anticipated Scopes of Work Offeror Made Available to VBEs**

Identify those anticipated scopes of work that the Offeror made available to VBEs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the VBE participation. It is the Offeror’s responsibility to demonstrate that the total percentage of the anticipated scopes of work identified for VBE participation met or exceeded the VBE participation goal set for the procurement.

Anticipated Scopes of Work	Does Offeror normally self-perform this work?	Was this work made available to VBE Firms? If not, explain why.
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

Attach additional sheets if necessary.

**VBE-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL**

**Part 2 – Identified VBEs and Record of Solicitations**

Identify the VBEs solicited to provide quotes for the Anticipated Scopes of Work made available for VBE participation. Include the name of the VBE solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the VBE provided a quote, and whether the VBE is being used toward meeting the VBE participation goal.

Note: Copies of all written solicitations and documentation of follow-up calls to VBEs must be attached to this form. For each Identified VBE listed below, Offeror should submit an VBE Subcontractor Unavailability Certificate signed by the VBE or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

Name of Identified VBE and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	VBE interested in Anticipated Scope of Work?	Will VBE be Used?	Reason VBE Rejected
VBE Name:  ___ VBE ___ SDVBE		Date:  ___ mail ___ email ___ fax	Date:  ___ mail ___ email ___ fax	Date and Time of Call:  Spoke with:  Left Message:	___ yes ___ no	___ yes ___ no	___ Used other VBE ___ Used non-VBE ___ Self performing
VBE Name:  ___ VBE ___ SDVBE		Date:  ___ mail ___ email ___ fax	Date:  ___ mail ___ email ___ fax	Date and Time of Call:  Spoke with:  Left Message:	___ yes ___ no	___ yes ___ no	___ Used other VBE ___ Used non-VBE ___ Self performing

Attach additional sheets as necessary.

**VBE-5**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF**  
**VBE PARTICIPATION GOAL**

**Part 3 – VBE Outreach Compliance Statement**

- 1. List the Anticipated Scopes of Work for subcontracting opportunities for the solicitation along with specific work categories:**

- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified VBEs for these subcontract opportunities.**

- 3. Offeror made the following attempts to contact the Identified VBEs:**

- 4. Bonding Requirements (Please Check One):**

\_\_\_\_\_ This project does not involve bonding requirements.

\_\_\_\_\_ Offeror assisted Identified VBEs to fulfill or seek waiver of bonding requirements.  
(DESCRIBE EFFORTS):

- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

\_\_\_\_\_ Offeror did attend the pre-Bid/Proposal/Quote conference or Supplier Forum

\_\_\_\_\_ No pre-Bid/Proposal/Quote conference or Supplier Forum was held

\_\_\_\_\_ Offeror did not attend the pre-Bid/Proposal/Quote conference or Supplier Forum



**VBE-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL**

**Part 4 – Additional Information Regarding Rejected VBES**

This form must be completed if Part 2 indicates that an VBE quote was rejected because the Offeror is using a non-VBE or is self-performing the Anticipated Scopes of Work. List the Anticipated Scopes of Work, indicate whether the work will be self-performed or performed by a non-VBE, and if applicable, state the name of the non-VBE firm. Also include the names of all VBES and non-VBE firms that provided a quote and the amount of each quote.

<b>Describe Anticipated Scope of Work not being performed by VBES</b>	<b>Self-performing or using non-VBE (provide name of non-VBE if applicable)</b>	<b>Reason why VBE quote was rejected along with brief explanation</b>
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

**VBE-5**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF**  
**VBE PARTICIPATION GOAL**

**Part 5 – VBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of VBE)

located at \_\_\_\_\_  
(Number) (Street)

\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

by \_\_\_\_\_  
(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_(VBE), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

\_\_\_\_\_  
(Signature of VBE's Representative) (Title) (Date)

\_\_\_\_\_  
(DGS VBE Certification #) (Telephone #)

\*\*\*\*\*

3. If the VBE does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed VBE is either unavailable for the anticipated scopes of work for this project or did not provide a response.

\_\_\_\_\_  
(Signature of Bidder/Offeror) (Title) (Date)

**Part 7**

**APPENDICES NOT TO BE SUBMITTED WITH  
THE PROPOSAL**

# **APPENDIX L**

## **Job Order Contract**

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**DESIGN BUILD JOB ORDER CONTRACT**

**BETWEEN**

**THE DEPARTMENT OF GENERAL SERVICES**

**AND**

**THE JOC CONTRACTOR**

This Design Build Job Order Contract (“the Contract”), is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Commonwealth of Pennsylvania, Department of General Services, hereinafter called “the DEPARTMENT”, and

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

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

**OR**

This Design Build Job Order Contract (“the Contract”), executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Commonwealth of Pennsylvania, Department of General Services, hereinafter called “the DEPARTMENT”, and

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

### **ARTICLE 1 – THE CONTRACT DOCUMENTS**

THIS Contract consist of this Design Build Job Order Contract, JOC Request for Proposal Process; the Request For Proposal and all appendix documents attached thereto (“RFP”); Unit Price Book, all addenda; the JOC Contractor’s proposal submitted in response to the RFP that do not conflict with the RFP; the Contract Bonds; the General, Special, and other Conditions of the Design Build Contracts for JOC Job Orders ; the Job Order and all related documents issued in conjunction with the Job Order, including but not limited to, the Detailed Scope of Work, the Job Order Proposal, Supplementary Job Orders, the Design Documents, all Contract Drawings created by or for the JOC Contractor’s Retained Professional, the specifications created by or for the JOC Contractor’s Retained Professional, including specifications associated with all addenda/bulletins; all RFI responses ; Amendments to the Design Build Job Order Contract; and the Administrative Procedures for the JOC Projects, collectively referred to hereinafter as the “Contract Documents.” The Contract Documents are incorporated by reference as if fully set forth herein. To the extent that any of these documents are amended by statute, the statutory language will control.

### **ARTICLE 2 – THE WORK**

This is an indefinite quantity Contract pursuant to which the JOC Contractor may perform an ongoing series of individual Job Order Projects at different locations throughout a designated geographical region. The

JOC Contractor shall perform all the work set forth in the Detailed Scopes of Work referenced in the individual Job Orders issued by Client Agencies against this Contract, hereinafter referred to as the "Work.". The JOC Contractor is required to complete each required design and the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

This Contract is for design and construction work and related services to be performed within the \_\_\_\_\_region (See the region map). However, if the need arises, the Commonwealth reserves the right to require the JOC Contractor to perform work at any location or facility under the jurisdiction of the Commonwealth.

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

The Work to be performed under this Contract shall be commenced upon the effective date of the Contract. This date shall be defined, pursuant to the terms of the General Conditions of the Design Build Job Order Contract, to be the date upon which the last Commonwealth official who is required to execute the contract executes the contract.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after the Contract Term has expired. All terms and conditions of the Contract apply to each Job Order.

The Client Agency, under emergency situations, may direct the JOC Contractor to begin to incur costs prior to a Job Order and its purchase order being executed.

The JOC Contractor shall complete the Detailed Scope of Work for each Job Order to the satisfaction and approval of the Client Agency on or before the Job Order Completion Time.

The JOC Contractor shall comply with all time periods established in these Contract Documents or at the Joint Scope Meeting. Failure to adhere to these time periods may result in the JOC Contractor being entered into the Contractor Responsibility Program and Job Orders provided to other JOC Contractors and any other remedies available to the Department.

Liquidated damages will be included on every Job Order-. If no Extension of Time is granted, for each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in the following table, Schedule of Liquidated Damages, will be deducted from any money due the JOC Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Design Build Job Order Contract. The Client Agency may extend the Job Order Completion Time for causes set forth in the General Conditions for Design Build Contracts for JOC Job Orders and, which, in fact, delay the completion of said work. In such case, the JOC Contractor is liable for said Liquidated Damages only after the expiration of the extended period.

**SCHEDULE OF LIQUIDATED DAMAGES**

<b>Job Order Price</b>	<b>Liquidated Damages</b>
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

**ARTICLE 4 DESIGN BUILD JOB ORDER CONTRACT TERM**

The Base Term of the Contract is two (2) years, beginning on the Effective Date of the Contract. There are three (3) one-year bilateral Option Terms. Both parties must agree to extend the Contract for an Option Term. The Commonwealth will send a notice to the JOC Contractor notifying of the Commonwealth's intent to



exercise an Option Term. The JOC Contractor will have thirty (30) days from receipt of the notice to respond whether or not the JOC Contractor agrees to exercise an Option Term.

In the event the JOC Contractor has not completed any issued Job Order prior to a termination date, the Contract shall remain in effect as to that Job Order until its completion.

This Contract Term may be extended beyond the third Option Term at the Department's sole option where a continued need exists for Job Order Contracting Services. The JOC Contractor agrees that any extension of the Contract Term will be on the same terms and conditions as the original Design Build Job Order Contract except as otherwise agreed to in writing by the parties.

#### ARTICLE 5 – CONTRACT SUM

The Contract is an indefinite-quantity contract for design and construction work and services. The Estimated Annual Value for this Contract is \$\_\_\_\_\_. The JOC Contractor may be issued Job Orders exceeding the Estimated Annual Value during any year of the Contract. The JOC Contractor is not guaranteed to receive any Job Order or Job Orders totaling this volume, or any dollar amount of Job Orders. It is merely an estimate.

The JOC Contractor shall perform all work required, necessary, and proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Unit Price Book and the following Adjustment Factors:

**Normal Working Hours Adjustment Factor** 7:00 am to 4:00 pm Monday to Friday, except for Commonwealth Holidays:

\_\_\_\_\_.

**Other Than Normal Working Hours Adjustment Factor** 4:01 pm to 6:59 am Monday to Friday, and all-day Saturday, Sunday and Commonwealth Holidays:

\_\_\_\_\_.

**Emergency:** For Emergency Work.

\_\_\_\_\_.

**Secured Facility:** For work in a Secured Facility.

\_\_\_\_\_.

**Emergency in Secured Facility:** For Emergency work in a Secured Facility

\_\_\_\_\_.

**Design Work Adjustment Factor:** For Design Work:

\_\_\_\_\_.

**ARTICLE 6 – PROGRESS PAYMENTS AND RETAINAGE**

Based upon applications for payment submitted to the Client Agency by the JOC Contractor for each Job Order, the Client Agency will make progress payments on account of the Job Order Price to the JOC Contractor, in accordance with the provisions of the Prompt Payment Schedules found in the Commonwealth Procurement Code, 62 Pa. C.S. §3931-§3939, the General Conditions for Design Build Contracts for JOC Job Orders, and the Administrative Procedures, which 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 Client Agency. The Client Agency may retain a portion of the amount due the contractor to insure the proper performance of the JOC Contractor in each Job Order Application for Payment in accordance with the provisions of Retainage found in the Commonwealth Procurement Code, 62 Pa. C.S. §3921, and the General Conditions for Design Build Contracts for JOC Job Orders, which both are incorporated herein by reference and made a part hereof as if those provisions were fully and at length herein recited.

Within ten (10) days of the Project Start Date and prior to the submission of the JOC Contractor's first Application for Payment, the JOC Contractor shall submit for the Client Agency's approval, a schedule of values in the agreed upon format, indicating values for various elements of the Work. The schedule of values must provide the aggregate total Job Order Price, divided to facilitate payments for all phases of the Project described in the Detailed Scope of Work. The agreed upon schedule of values, when accepted by the Client Agency or the Construction Manager, will be used as a basis for the JOC Contractor's Application for Payments.

Before submitting an Application for Payment (Final or Partial) the JOC Contractor shall reach an agreement with the Project Manager concerning the percentage complete for the agreed upon schedule of values and the dollar value for which the Application for Payment may be submitted.

#### **ARTICLE 7 – FINAL PAYMENT**

Final Payment, constituting the entire unpaid balance of the Job Order Price for each issued Job Order, will be paid by the Client Agency to the JOC Contractor within thirty (30) days after Final Inspection of the Detailed Scope of Work, if the Detailed Scope of Work has been fully performed, and a Final Application for Payment has been submitted, as provided in the General Conditions for Design Build Contracts for JOC Job Order.

The Client Agency will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Client Agency reserves the right to require payments in accordance with Article 6 of this Contract and Article 13 of the General Conditions.

#### **ARTICLE 8 – SMALL DIVERSE BUSINESS (SDB) and VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION**

JOC Contractor agrees to meet and maintain its \_\_\_\_\_% commitment to utilize SDBs and its \_\_\_\_\_%

commitment to utilize VBEs made in its SDB Participation Submittal and associated required documents and its VBE Submittal and associated required documents. The JOC Contractor agrees to complete the SDB and VBE payment information in the Department's Compliance Management Software, or as otherwise directed by the Department, in accordance with the Contract Documents. These percentages shall be achieved on an annual basis from all Job Orders issued during that year.

## **ARTICLE 9 – MISCELLANEOUS PROVISIONS**

9.1 TERMS DEFINED. Terms used in this Design Build Job Order Contract defined in the General Conditions of the Design Build Job Order Contract have the meanings designated in those Conditions.

9.2 CORRECTIVE WORK. In addition to any other guarantees or warranties, the JOC Contractor covenants and agrees, after acceptance of the Work performed under this Design Build Job Order Contract and Job Orders, to remedy without cost to the Client Agency, any such defect provided said defects in the judgment of the Client Agency, or its successors having jurisdiction over the premises, are caused by defective or interior materials, equipment or workmanship. If the corrective work is not completed within thirty (30) days after the notification by the Client Agency to the JOC Contractor and its Surety Company, the Client Agency may do the work and submit those costs to the Surety Company for reimbursement.

9.3 BONDS. The Contract Bonds given by the JOC Contractor conditioned upon the faithful performance of the Job Order / Detailed Scope of Work and for the payment of labor, material, equipment and public utility service claims shall be attached to all issued Job Orders and shall be made a part of them. No third party shall acquire any rights against the Department or the Client Agency under the Contract Documents.

9.4 SOVEREIGN IMMUNITY. Nothing in this 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.

9.5 NO THIRD PARTY BENEFICIARY. No third party acquires any rights against the Department under

this Contract.

9.6 PRIVACY OF CONTRACT. There is no privity of contract between any other entity under contract with the Department and the Contractor and the Contractor is not an intended third party beneficiary of any other Department contract/agreement.

9.7 CHOICE OF LAW. The JOC 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.

9.8 BOND RIGHTS NOTIFICATION. Any claimant who has performed labor or furnished material, equipment or renting equipment or rendering public utility services in connection with the performance of this Design Build Job Order Contract or a Job Order has a right of action to recover the cost thereof from the JOC Contractor and the surety on the Bond given to secure the payment as set forth in Section §903(d) of the Commonwealth Procurement Code, 62 Pa. C. S. §903(d). For those who do not have a contract directly with the JOC Contractor, this right of action may not be exercised unless the JOC Contractor is notified of the claim within ninety (90) days from the last performance of labor or provision of materials. The JOC Contractor shall include in all of its subcontracts and supply contracts a provision requiring that its subcontractors and suppliers notify, in writing, their subcontractors and suppliers of this requirement. No third party rights arise against the Department or the Client Agencies for any reason under this Article and the JOC Contractor shall inform all of its subcontractors and suppliers in writing.

#### **ARTICLE 10 – CONTRACT COMPLIANCE REGULATIONS**

All State and Federal Laws prohibiting discrimination in hiring or employment opportunities are made a part hereof. The Contract Documents list applicable statutory provisions which are incorporated by reference into this contract as if set forth fully herein.

#### **ARTICLE 11 – MERGER CLAUSE**

This Contract when executed, approved and delivered, together with all the Contract Documents, shall constitute the entire agreement between the parties, and there are no other representations or agreements, oral or written, except as expressly set forth in this Contract. This Contract may not be amended or modified by the parties except as provided in the Contract Documents.

**IN WITNESS WHEREOF**, the Department of General Services and the JOC Contractor, have caused this contract to be executed on the day and year above written.

Attest:

\_\_\_\_\_  
Secretary/Treasurer                      Date

\_\_\_\_\_  
JOC Contractor    Date  
(Corporation President/V. President)

Witness:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary    Date

APPROVED AS TO LEGALITY  
AND FORM

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

To be signed electronically

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

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

To be signed electronically

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

To be signed electronically

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

**APPENDIX M**  
**CONTRACT BOND**

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

**CONTRACT BOND**

**For  
Job Order**

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

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

as Principal (the JOC Contractor) 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 \_\_\_\_\_, as hereinafter set forth, in the  
full and just several sums of :

(1) \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for faithful performance of the Job Order issued under the Design

Build Job Order Contract (JOC) as designated in Paragraph "A" herein; and

(2) \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for payment for labor, material, equipment rental and public utility

services on the Job Order issued under the JOC and as designated in Paragraph "B" herein.

Sealed with our respective seals and dates this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



**WHEREAS**, the above Principal has entered into a Job Order, issued under the Design Build Job Order

Contract, with the Department of \_\_\_\_\_ and both the Job Order and Contract Bond are effective on the day of \_\_\_\_\_, 20\_\_ for

\_\_\_\_\_ upon certain terms and conditions in said Job Order more particularly

(Job Order title / number)

mentioned; and

WHEREAS, it is one of the conditions of the Award of the Department of \_\_\_\_\_, pursuant to which said Job Order 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 JOC Contractor shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Job Order / Detailed Scope of Work, and General Conditions of the Design Build Job Order Contract, including the Detailed Scope of Work 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 General Services and the Department of \_\_\_\_\_ and all of their officers, agent and employees from any expense incurred through the failure of said JOC Contractor to complete the Work as specified and for any damages growing out of the manner of performance of said Job Order or the Design Build Job Order Contract by said JOC 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, is 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. That any alterations, which may be made in the terms of the Design Build Job Order Contract or in the Job Order or 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 \_\_\_\_\_ of any extension of time for the performance of the Job Order issued under the Design Build Job Order Contract, or the reduction of the retained percentage as permitted by the Design Build Job Order Contract, or any other forbearance on the part of either the Department of \_\_\_\_\_ 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 \_\_\_\_\_ 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 General Services or Department of \_\_\_\_\_ 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 Act of May 15, 1998, P.L. 358, Act No. 57, 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\_\_\_\_\_.

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal – Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal – Partnership

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal – Limited Liability Company

\_\_\_\_\_  
Secretary or Treasurer

\_\_\_\_\_  
Principal – Corporation

*(Corporate Seal)*

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Office of Chief Counsel,  
Department of \_\_\_\_\_

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

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

**APPENDIX N**



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

**GENERAL CONDITIONS**

**FOR**

**DESIGN BUILD CONTRACTS FOR  
JOC JOB ORDERS**

Department of General Services  
Harrisburg, PA  
2022  
JOC Edition

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## **ARTICLE 1: DEFINITIONS**

Whenever in this 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 JOC Program’s Job Order procedures manual to be followed for various administrative functions, as set forth therein.
- 1.2 Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Unit Price Book.
- 1.3 Application for Payment** – The document required by the Client Agency to be submitted by the JOC Contractor to the Client Agency pursuant to the applicable Administrative Procedure for the Client Agency’s review and/or release of payment.
- 1.4 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, including but not limited to horizontal and vertical dimensional references of all concealed pipe, conduit and other lines and equipment and similar items.  
  
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 Design Professional is responsible for submitting to L&I for approval of changes made during construction that are not in accordance with the Design Documents.
- 1.5 Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.6 Beneficial Occupancy** – The date upon which the Design Professional certifies and the Client Agency, or CM (if applicable), concurs that the Work is sufficiently complete, in accordance with the Detailed Scope of Work and Contract Documents, so that the Client Agency may use, occupy or operate the Project as fit for the use for which it was intended.
- 1.7 Biweekly** – an event occurring every two weeks.
- 1.8 Client Agency** - The Department or any other executive agency, government agency, independent agency, state-affiliated agency, state-aided institution or state-related institution requesting the Project, which includes the Work covered by the Job Order. If a Construction Manager is managing a Job Order or Project, the term “Construction Manager” is used interchangeably with Client Agency in the Contract Documents.

- 1.9 Commonwealth** – The Commonwealth of Pennsylvania
- 1.10 Contract for Job Order Contracting Program Consulting Services** – The agreement between the Department of General Services and FOS of Cannon Design. The Department of General Services has retained the services of FOS of Cannon Design to administer the Commonwealth’s JOC program and work in conjunction with the Client Agency to procure Job Orders and if procured through a separate line item perform all applicable Construction Manager Services. If Construction Manager Services are not procured through the Job Order Contracting Program Consultant Services, the Client Agency is responsible for performing those duties.
- 1.11 Construction Manager (CM)** – The Construction Manager shall be either the JOC Consultant, retained by the Department, or the Client Agency which will act as the authorized representative to coordinate and manage the Project, regardless of who is acting as the CM, the same list of duties shall be followed. The term “Construction Manager” is used interchangeably with “Client Agency” in the Contract Documents.
- 1.12 Consultant** – A consultant is a specialist retained by the Design Professional for the performance of its specialty.
- 1.13 Contract Bonds** – When required for a Job Order, the Contract Bonds are the bonds to 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, as required by the Client Agency.
- 1.14 Contract Documents** – As described in Article I of the Job Order Contract, the Contract Documents shall consist of the Job Order Contract; JOC Request Proposal Process; the Request For Proposal and all appendix documents attached thereto (“RFP”); the Unit Price Book, the Technical Specifications, all bulletins; the JOC Contractor’s proposal submitted in response to the RFP; the Contract Bonds; the Conditions of the Contract (General, Special, JOC Supplementary, and other Conditions); The Job Order and all related documents issued in conjunction with the Job Order, including but not limited to, the Detailed Scope of Work, the Job Order Proposal, Supplementary Job Orders, the Design Documents, all Contract Drawings created by or for the Design Professional, the specifications created by or for the Design Professional, including specifications associated with all bulletins; all RFI responses and Supplementary Job Orders; Amendments to the Contract; and the Administrative Procedures for the JOC Projects. 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.
- 1.15 Contract Duration** – The number of calendar days until the Contract expires and includes the Base Term and all Option Terms.
- 1.16 Contract Expiration Date** – The date on which the Contract expires and includes the Base Term of all available Option Terms.
- 1.17 Contract Start Date** – For purposes of calculating date for completion of the Contract, this is the Effective Date of the Contract.

- 1.18 Unit Price Book** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.19 Days** – Calendar days unless specifically stated otherwise in the Contract.
- 1.20 Deficiency Item** – Any work or activity, either performed or unperformed, which the Client Agency or CM (if applicable) will not certify as being performed in accordance with the Detailed Scope of Work and Contract Documents.
- 1.21 Department of General Services**– the Department of General Services of the Commonwealth of Pennsylvania.
- 1.22 Design Build Job Order Contract (a.k.a. Contract or JOC Contract)** – A written agreement consisting of the Contract Documents, as defined in Article I of the Design Build Job Order Contract and executed by the JOC Contractor and the Commonwealth in accordance with the Commonwealth Attorneys Act. The Design Build Job Order 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. Also known as “Contract” and “JOC Contract.”
- 1.23 Design Professional** - the licensed engineer(s) and/or architect(s) providing necessary design services for the Job Order or Project. This will be either the JOC Contractor’s “Retained Design Professional” or the Client Agency as the “Design Professional.”
- 1.24 Detailed Scope of Work** - A document prepared by the JOC Contractor and approved by the Client Agency defining the mutually assembled scope of work from the Joint Scope Meeting setting forth the work the JOC Contractor is obligated to complete for a particular Job Order.
- 1.25 Design Cost Proposal** – The Lead JOC Contractor’s submission in response to a Request for Design Cost Proposal. The Design Cost Proposal shall include the items listed in the Design Guidelines Appendix.
- 1.26 Design Documents** – The documents created by the Design Professional or the Client Agency defining the Detailed Scope of Work.
- 1.27 Design Job Order** – A Job Order issued in response to the Lead JOC Contractor’s submission of a Design Cost Proposal.
- 1.28 Effective Date of the Contract** – the date on which the last Commonwealth official who is required to execute the contract executes it.
- 1.29 Emergency Work** - work necessitated by a Declaration of Emergency as approved by the Client Agency to remove or correct the basis of emergency.
- 1.30 Extension of Time** – a formal approved extension of the Job Order Completion Time.

- 1.31 Field Order** – A field order is a record of a minor adjustment in the work that results in no change in the Job Order Price or Job Order Completion Time.
- 1.32 Final Inspection** – A review of the Work conducted by the Design Professional, Client Agency and/or CM after the JOC Contractor requests a Final Inspection. Prior to this request, the JOC Contractor shall obtain the Certificate(s) of Occupancy from the Department of Labor & Industry. The review shall determine whether the Project is substantially complete. If, as a result of this inspection, the Work is determined by the Client Agency and/or CM to be substantially complete, the Design Professional generates a certificate of final inspection and a Punch List of incomplete items and a reasonable estimated cost of completion.
- 1.33 Job Order** - A written order issued by the Client Agency, such as a Purchase Order, requiring the JOC Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
- 1.34 Job Order Completion Time** - The calendar days within which the JOC Contractor must complete the Detailed Scope of Work.
- 1.35 Job Order Price** - The value of the approved Job Order Price Proposal and the amount the JOC Contractor will be paid for completing a Job Order.
- 1.36 Job Order Price Proposal** - A price proposal prepared by the JOC Contractor that includes the Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.37 Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors; (d) Construction schedule; and (e) other requested documents.
- 1.38 JOC Consultant** - The Department of General Services has retained the services of FOS of Cannon Design to be the JOC Consultant for the Contract and work in conjunction with the Client Agency as the JOC Consultant to procure Job Orders from identification through issuance of the Job Order, purchase order, or similar document.
- 1.39 JOC Contractor (Contractor)** – The person, entity, or organization identified as such in the Job Order Contract and is referred to throughout the Contract Documents, as if singular in number.
- 1.40 JOC Contractor’s Retained Design Professional** (Retained Professional/Design Professional) – the licensed engineer(s) and/or architect(s) retained by the JOC Contractor to provide necessary design services under the Job Order Contract. The term JOC Contractor’s Retained Design 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.
- 1.41 Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.

- 1.42 Labor & Industry (L&I)** – The Commonwealth of Pennsylvania’s Department of Labor & Industry also referred to as “L&I”.
- 1.43 Lead JOC Contractor** - The Prime JOC Contractor who coordinates the progress of the Work. The Lead JOC Contractor will be determined at the Joint Scope Meeting and designated in the Detailed Scope of Work but usually the General Construction JOC Contractor on most Job Order Projects. If Design is required for the Work and cannot be performed by the Client Agency, the Lead JOC Contractor will be responsible for hiring the Design Professional.
- 1.44 Letter of Intent (LOI)** – Written notification issued by the Client Agency upon award of the Job Order. The JOC Contractor may rely upon this document to initiate the scope of activities described in the letter (off-site Work) before there is a fully executed Job Order with the Client Agency and to incur costs in conducting these activities described in the letter.
- 1.45 Manufacturer.** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications and who receives compensation from the Design Build JOC 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 JOC Contractor and the Commonwealth creates any contractual relationship between the Commonwealth, the Client Agency, and any Manufacturer. A Manufacturer lacks privity of Contract to the Commonwealth and every Manufacturer agrees that it neither acquires nor intends to acquire any rights against the Commonwealth or Client Agency on a third party beneficiary theory or any other theory.
- 1.46 Milestone Activity** – The beginning date or the completion date for significant construction events set forth in the Work Statement portion of the Job Order.
- 1.47 Modification.** Amendments to the Contract. Modifications can be made only after execution of the Contract.
- 1.48 Normal Working Hours** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for Owner holidays.
- 1.49 Notice of Deficiency** – A written document issued by the Client Agency to record non-conforming work, deficient work and/or schedule slippage.
- 1.50 Notice to Proceed** - A written notice issued by the Client Agency directing the JOC Contractor to proceed with construction activities to complete the Job Order.
- 1.51 Off-Site Work** – All work that is not physically carried out on the project site.
- 1.52 On-Site Work** – All work that is physically carried out on the site.
- 1.53 Option Term** - An additional period of time beyond the Base Term which extends the termination date of the Contract.



- 1.54 Orientation Meeting** - The meeting scheduled, according to the Administrative Procedures, no later than the thirtieth day following the effective date of the contract to review and discuss the JOC Program.
- 1.55 Other than Normal Working Hours** – Includes the hours of 4:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.
- 1.56 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.
- 1.57 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.
- 1.58 Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Unit Price Book.
- 1.59 Project** – The collective improvements to be constructed by the JOC Contractor pursuant to a Job Order, or a series of related Job Orders
- 1.60 Project Completion Date** – the date on which the Detailed Scope of Work must be complete. The Job Order Completion Time is calculated by adding the Job Order Completion Duration to the Project Start Date.
- 1.61 Project Limits** – the area designated in the Job Order that establishes the perimeter within which the JOC Contractor shall perform the Detailed Scope of Work.
- 1.62 Project Manager** – JOC Contractor’s person responsible for direct supervision of the Project, including all design and construction, in accordance with the Detailed Scope of Work, the Contract Documents and the Job Order Contract with the Client 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 JOC Contractor in relation to Project activities and associated work.
- 1.63 Project Schedule** – The project schedule prepared by the JOC Contractor.
- 1.64 Project Start Date** – For purposes of calculating the date for completion of the Detailed Scope for Work, this is the date of the Initial Job Order Conference.
- 1.65 Record Drawings** – (also referred to as L&I Record Drawings) - The revised set of construction documents in which the Design 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 JOC Contractor shall also submit one (1) set to the Client Agency.

- 1.66 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.
- 1.67 Recovery Plan** – If a milestone date is missed, the JOC Contractor shall submit a plan consisting of a narrative explanation and a revised CPM that illustrates how the JOC Contractor will complete the Detailed Scope of Work within the Job Order Completion Time.
- 1.68 Request for Information** – A written question issued by the JOC Contractor seeking clarification of the Contract Documents or Detailed Scope of Work. For any RFI or other written communication between the JOC Contractor and the Design Professional that could be considered a project RFI, the JOC Contractor shall also copy the Client Agency and the CM.
- 1.69 Request for Job Order Proposal** - A written request from the JOC Consultant to the JOC Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- 1.70 Samples** – Physical examples furnished by the JOC Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.
- 1.71 Secured Facility** – A facility with a secure perimeter through which admission of persons, material, and equipment is regulated by inspection and visitors within the facility are monitored and/or supervised, for example within the secure perimeter of a correctional facility.
- 1.72 Small Diverse Business** – Department verified Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs), Service-Disabled Veteran Business Enterprises (SDVBEs), Disability-Owned Business Enterprises (DOBE), and LGBT-owned Business Enterprises (LGBTBE).
- 1.73 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 a part of the Contract Documents and must be interpreted in conjunction with the other Contract Documents, as specified further in these General Conditions.
- 1.74 Subcontractor** – A person or organization which has a contract with the JOC 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 Design Professional shall be deemed to be included in the definition of a subcontractor. The JOC Contractor and every subcontractor agree that there is no privity of contract between the Client Agency and any subcontractor and that, to the extent set forth by law, the subcontractor has no direct cause of action against the Client Agency for any claim arising out of the Project.

- 1.75 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 JOC Contractor, the Design 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.
- 1.76 Sub-Subcontractor** – A sub-subcontractor is a person or organization who has a contract with a subcontractor to perform any of the design, construction or testing work. The term sub-subcontractor is referred to throughout the Contract Documents as if singular in number and means a sub-subcontractor or its authorized representative.
- 1.77 Substantial Completion of the Work** – When the Work on the Detailed Scope of Work is sufficiently completed in accordance with the Job Order and certified by the Construction Manager and/or Client Agency so that the Project or specified part(s) of the Project can be used, occupied or operated for its intended use. In no event shall a Project be certified as substantially complete until at least 90% of the Detailed Scope of Work has been completed and accepted by the Construction Manager and/or Client Agency and is capable of Beneficial Occupancy.
- 1.78 Superintendent** – As identified at the IJC, the JOC Contractor's full time designated construction representative at the project site. The Superintendent is responsible for continuous field supervision, coordination and completion of the construction work . The Superintendent shall have full authority to act on behalf of the JOC Contractor in relation to construction activities and associated work.
- 1.79 Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.80 Supplier** – An individual, firm, partnership, association, corporation or other legal entity who receives compensation from the JOC 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 JOC Contractor and the Commonwealth creates any contractual relationship between the Commonwealth, Client Agency, and any Supplier. A Supplier lacks privity of Contract to the Commonwealth and every Supplier agrees that it neither acquires nor intends to acquire any rights against the Commonwealth 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. Nonstocking Supplier:** Nonstocking supplier 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 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).

- 1.81 Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.82 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 JOC Contractor is responsible for compliance as set forth in the UCC and these General Conditions.
- 1.83 Unit Price** - The price published in the Unit Price Book for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Unit Price Books. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- 1.84 Veteran Business Enterprise** – Department verified Veteran-Owned Small Business Enterprises and Service-Disabled Veteran-Owned Small Business Enterprises.
- 1.85 Work** – All materials, labor and use of tools, equipment and services necessary by the JOC Contractor and/or Subcontractor to complete the Job Order.

## **ARTICLE 2: EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS**

- 2.1 Contract Execution.** The Commonwealth and the JOC Contractor shall sign the Design Build Job Order Contract. All drawings created during the design portion of any Project shall be sealed as appropriate by the Design Professional. Any Licensed Consultant(s) of the Design 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 Client Agency or Client Agency, either before or after the execution of the Job Order 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. Work not covered under any heading, section, branch, class, or trade of the specifications need not be supplied, unless it is required elsewhere in the Contract Documents or is

reasonably inferable as being necessary to produce the intended results.

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 Client Agency's interpretations 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 Job Order. 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 JOC Contractor shall notify the JOC Consultant, Design Professional and the Client Agency within the time frame stated below. The Design Professional (as appropriate) shall interpret the Contract Documents Client the following priorities:
1. Amendments shall govern over all Contract Documents and subsequent Amendments shall govern over prior Amendments only to the extent modified.
  2. The Job Order Contract.
  3. JOC Supplementary Conditions shall govern over all specifications.
  4. Special Conditions shall govern over General Conditions, and drawings.
  5. Specifications and drawings shall govern over the General Conditions.
  6. The General Conditions.
  7. Supplemental Job Orders shall govern over Job Orders and subsequent Supplemental Job Orders shall govern over prior Supplemental Job Orders.
  8. All Job Orders including the Detailed Scope of Work and Job Order Proposal.
  9. The Unit Price Book.
  10. The Technical Specifications.
  11. Bulletins or addenda and subsequent addenda shall govern over prior addenda only to the extent modified.
  12. The RFP.
  13. The Administrative Procedures.
  14. If there is a conflict regarding quantities or quality of products in the Contract Documents, the higher quantity or quality shall be delivered.
  15. If there is a conflict between the contract drawings and the specifications, the specifications shall prevail.

**2.3 Contract Organization.** The organization of the specifications into divisions, sections and articles and the arrangement of drawings shall not control the JOC Contractor in dividing the Work among subcontractors or in establishing the extent

of Work to be performed by any trade. Nothing in this paragraph shall relieve the JOC Contractor from the requirements of the Separations Act as may be provided for in the RFP.

- 2.4 Contract Detail.** Where the Work is shown in complete detail on only a portion of a drawing or there is an indication of continuation, the remainder being depicted or described in an outline or schematic form, the Work drawn out in detail applies to other like portions of the Work.
- 2.5 Contract Errors or Conflicts.** If the JOC 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 Retained Design Professional in writing, with a copy of each such referral to be forwarded to the Client Agency. If the matter concerns the Design Documents only, the Retained Design Professional must review the matter and issue an interpretation to the JOC Contractor in writing within seven (7) days after receipt of the JOC Contractor's written request. If the Retained Design Professional is providing the interpretation, a copy of each such interpretation to be forwarded to the Client Agency for acceptance. If the matter concerns the Detailed Scope of Work documents, the Client Agency shall review the matter and issue an interpretation to the JOC Contractor in writing within seven (7) days after receipt of the JOC Contractor's written request, with a copy to the Retained Design Professional.
- 2.6 Ownership and Copies of Detailed Scope of Work.** Unless otherwise provided in the Job Order, the Retained Design Professional will furnish three (3) complete paper sets and three (3) complete sets in the Client Agency accepted electronic format and media of drawings and specifications to the Client Agency at the time they are issued for construction of the project. These three sets of the Detailed Scope of Work, including any drawings and specifications, shall be in addition to any drawings and specifications submitted as preliminary design documents. If the Client Agency requires additional sets for the Client Agency's use during the project, the Client Agency shall pay for the cost of obtaining additional specifications and drawings. All drawings, specifications and copies thereof furnished by the Design Professional are and shall remain the property of the Client Agency. They are not to be used on any other project, and, with the exception of one Contract set for each party to the Contract, are to be returned to the Client Agency on request at the completion of the Work.

## **ARTICLE 3: JOC CONTRACTOR'S RETAINED PROFESSIONAL'S RESPONSIBILITIES AND SERVICES**

**This Article only applies if the JOC Contractor hires the Design Professional**

- 3.1 Relationship between the Client Agency, JOC Contractor and Retained Professional.** The Retained Design Professional shall be a single entity under contract to the JOC Contractor for an individual Project and shall engage as subcontractors and/or consultants, qualified professionals as appropriate for all design, testing, inspection, and related services required for the Project. As such the JOC Contractor has ultimate responsibility to the Client Agency for the design and/or the Retained Design Professional's coordination of the work of multiple professionals utilized for different portions of the Work. The Retained Design Professional is responsible to the JOC Contractor and only the JOC Contractor may give instructions which bind the Retained Design Professional. Although the Client Agency will obtain a copy of the fully executed contract between the JOC Contractor and the Retained Design Professional, the Client Agency will not assume any privity or liability for the performance of the JOC Contractor/Retained Design Professional contract. The JOC Contractor is constructing the Project for the Client Agency on behalf of the Client Agency in accordance with the Detailed Scope of Work and Contract Documents. Neither the Client Agency nor the Retained Design Professional may change scope or direct that items be included in the design that will increase the Job Order Price. All requests for such changes must be submitted to the JOC Consultant and Client Agency by the JOC Contractor. The JOC Contractor shall only utilize DGS-self-certified Small Business designers as the Retained Design Professional for Job Order Projects.
- 3.2 Professional Design Services.** The Retained Design Professional's Design Services will be in accordance with the Separations Act and consist of design of the Project described in the Detailed Scope of Work. They 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 Project. The Retained Design Professional shall perform its services in accordance with the Design Guidelines.
- 3.3 Consultants.** The Retained Design Professional's responsibilities include the coordination for all its subcontractors and/or consultants and in the several branches of the architectural and engineering professions.
- 3.4 Representation as to Qualifications.** The Retained Design Professional specifically represents that the Retained Design Professional and all consultants, agents, servants, employees, officers and subcontractors possess and shall possess the required licenses and certifications, the experience, knowledge, and skills necessary to qualify them individually for the particular duties they perform. The Retained Design Professional warrants that it shall perform the design in accordance with all engineering and architectural principles, practices and methods generally accepted as standards of the industry for projects similar in nature, size and complexity to this project. The Client Agency may demand of the JOC Contractor, with written justification to the Retained Design Professional, the

removal from the Project of any person employed by the Retained Design Professional who the Client Agency deems to be insufficiently qualified for that portion of the Work or who is incompetent or guilty of misconduct.

**3.5 Retained Design Professional Liability Insurance.**

- A. The Retained Design Professional and any subcontractors and/or consultants of the Retained Design Professional that are required to provide sealed documents shall secure and maintain Professional Liability Insurance as specified in Article 10.
  - B. Alternately, the Retained Design Professional may be covered under the JOC Contractor policies as provided for in the RFP. The JOC 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 JOC Contractor and the Retained Design Professional are adequately and appropriately covered by insurance.
  - C. The proper Certificate of Insurance shall be provided to the Client Agency prior to commencing design services.
- 3.6 Coordination of Separate Subcontracts.** The Retained Design Professional shall coordinate the plans and Specifications for all of its subcontracts and/or consultants to insure against omissions, conflicts, overlaps or duplications of any items of work or materials on the Project.
- 3.7 Selected Construction Management.** The Retained Design Professional shall cooperate with the Construction Manager. The Retained Design Professional shall promptly make available to the Construction Manager, in appropriate formats, the drawings, specifications and other information pertinent to the selected construction management services.
- 3.8 Responsibility.** The Retained Design Professional is responsible for the compliance of the Contract Documents related to Design 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 Design 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.
- 3.9 Cooperation with Local Bodies.** During the design of the Project, the Retained Design 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 should any required approvals be withheld by the local bodies, the Retained Design Professional shall immediately notify both the JOC Contractor, Construction Manager and the Client Agency in writing of the issue.
- 3.10 JOC Contractor's Retained Design Professional's Interpretation of Documents.** The JOC Contractor's Retained Professional is the initial interpreter of the



requirements of the Detailed Scope of Work related to Design. The JOC Contractor's Retained Design Professional will, within seven (7) days after receipt of a written request, render in writing such interpretation and shall copy the Client Agency on all such correspondence rendering an interpretation of the Detailed Scope of Work. All interpretations by the JOC Contractor's Retained Design Professional shall be consistent with the Detailed Scope of Work and Contract Documents.

- 3.11 JOC Contractor's Retained Design Professional's Review of Submittals.** The installing contractor or subcontractor must submit items to be incorporated into the Project for review to the Construction Manager and/or the JOC Contractor's Retained Design Professional. The Construction Manager and/or the JOC Contractor's Retained Design Professional will then review submittals as provided in these General Conditions. The Construction Manager and/or JOC Contractor's Retained Design Professional shall cooperate with the Client Agency to develop a list of approved shop drawings, approved descriptive data, approved catalogue cuts, and approved technical data to be submitted to the Client Agency for review
- 3.12 Replacement of JOC Contractor's Retained Design Professional.** If the JOC Contractor terminates the Retained Design Professional, the JOC Contractor may hire a new Retained Design Professional whose status under the Contract Documents shall be that of the former JOC Contractor's Retained Design Professional. The decision of whether or not to terminate the Retained Design Professional rests solely with the JOC Contractor. The Client Agency expressly reserves the right to evaluate and either accept or reject the JOC Contractor's replacement Retained Design Professional. The JOC Contractor will not hire a replacement Retained Design Professional without the prior written consent of the Client Agency.
- 3.13 Attendance at and Minutes of Design Conferences and Design Meetings.** The Retained Design Professional, or its authorized representative, and the Retained Design Professional's Subcontractors and/or Consultants when appropriate, shall attend all meetings and conferences as required by the Client Agency. The Retained Design Professional shall submit to the Client Agency detailed minutes of all meetings and conferences within one week after each such conference and meeting. The Retained Design Professional must have in attendance at the meeting all individuals from the Retained Design Professional or any of its Subcontractors and/or Consultants who are necessary to properly address the agenda. Meetings with regulatory agencies or other agencies required to properly design the Project are included in this requirement. In the absence of a Retained Design Professional, and when required for a Job Order, the JOC Contractor shall perform the duties described in this paragraph.
- 3.14 Coordination with Existing Facilities and Utilities.** The Retained Design Professional, their Subcontractors and/or Consultants, shall consult with the Client Agency to obtain all necessary data for coordinating the Project with existing structures and all support utilities. The Retained Design Professional shall consult with the Client Agency regarding any correlation of design with future planning. The Retained Design Professional shall confirm in writing to the Client Agency, through the JOC Contractor, all data furnished to the Retained Design Professional in this connection and the data's adequacy. The Retained Design Professional shall verify

the information provided in the Detailed Scope of Work regarding the various public services and utility companies, such as gas, electric, water, steam, wastewater treatment/disposal, surface water disposal, telephone and communication, the commitment of their capability to service this Project, and shall submit same to the Client Agency as part of its design submissions. The Retained Design Professional shall bring to the Client Agency' 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.

- 3.15 Visits to Site During the Design Phase of the Project.** The Retained Design Professional, its Subcontractors and/or Consultants shall visit the Project Site as required and shall obtain and study available record drawings, investigate existing conditions, visual topographic and site data, and the Client Agency's available future plans for the purpose of obtaining any and all pertinent or necessary information as to local conditions not required to be shown, or shown without complete detail, in the Detailed Scope of Work, on the Plat of Survey and Report of Surveyor furnished by the Client Agency, as may affect the design of the Project and the necessity for special provisions or wording in the specifications. The Retained Design Professional shall verify in writing to the Client Agency, through the JOC Contractor, no later than with its preliminary submission, that it has requested and obtained pertinent interference documentation from all utility companies and any other entity that may have underground or concealed lines or objects in the area of the proposed construction. The Retained Design Professional shall verify existing conditions by visual inspection and measurement and not by sole reliance on record documents or land survey. If corrective or additional work becomes necessary by reason of such failure to obtain all necessary, clarifying and available data for a proper and correct design of the Project, the cost of such corrective work shall be borne by the JOC Contractor.
- 3.16 Submittal Schedule.** The JOC Contractor shall submit all necessary submittals to the Retained Design Professional in accordance with a submittal schedule established by the JOC Contractor and its subcontractors. The submittal schedule shall be established by the JOC Contractor and distributed to the Client Agency or the Construction Manager no later than the first Job Conference.
- 3.17 Scheduling of Submissions.** During the design phase, the Retained Design Professional shall schedule and coordinate its work so the Client Agency has adequate time and opportunity to review and accept both the program and the design concepts prior to the scheduled submissions to the Client Agency. During the final phases of design, the Retained Design Professional shall coordinate its work with the Client Agency to keep the agency current with the project development. The Retained Design Professional must obtain acceptance in a timely manner to permit the Work to continue on schedule.
- 3.18 Preliminary Design Phase - Scope of Phase.** Upon receipt of Letter of Intent from the Client Agency, the Retained Design Professional shall, based on the Detailed Scope of Work, prepare the Preliminary Design Submission Documents which will be reviewed by the Client Agency and FOS of Cannon Design.

- 3.19 Reports During Design on Special Conditions Relating to Operations and Maintenance.** The Retained Design Professional shall familiarize itself with the Client Agency's normal operating and maintenance programs and shall submit with the Preliminary Design Phase submission, reports on any special operating or maintenance procedures required by the design. If the design does not require departures from the Client Agency's normal procedures, the Retained Design Professional shall submit a signed statement to that effect to the Client Agency with the Preliminary Design Submission.
- 3.20 Final Design Phase - Scope of Phase.** Upon receipt of the Client Agency's written acceptance of the Preliminary Design Submission, the Retained Design Professional shall develop the Final Design Documents which will be reviewed by the Client Agency and FOS of Cannon Design.
- 3.21 Access to Work and On-Site Representation.** The Retained Design Professional, their Subcontractors and/or Consultants and authorized representatives shall, at all times have access to the Work, wherever it is in preparation and progress. The JOC Contractor shall provide the facilities and means for such access so the JOC Contractor's Retained Design Professional may perform its functions under the Contract Documents.
- 3.22 Visits to the Site During Construction.** The Retained Design Professional, or an authorized and qualified representative, shall visit the site as often as required by the Job Order and/or construction activities, progress during periods of active construction, and payments. The Retained Design Professional shall review the progress of the Work, including the completeness of the JOC Contractor's record prints. The Retained Design Professional's Subcontractors and/or Consultants must visit the site at such intervals as deemed necessary by the Client Agency or the Retained Design Professional, to review their respective phases of the Work in order to achieve the requirements of the Contract. In addition, the Retained Design Professional is to attend any and all project site conferences that are determined by the Client Agency to be necessary to clarify the Contract Documents related to Design. The Retained Design Professional is not responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 3.23 Progress Reports as to Construction.** As required for a Project, the Retained Design Professional shall, within seven (7) days of each site visit, submit written reports to the Client Agency or Construction Manager, through the JOC Contractor, relative to the progress of the Work. The Progress Reports shall include the findings of the Retained Design Professional, its Subcontractors and/or Consultants on each of their visits. In the absence of a Retained Design Professional, the JOC Contractor shall perform the duties described in this paragraph.
- 3.24 Interpreter.** The Client Agency, or its designee, who created the Detailed Scope of Work shall interpret the JOC Contractor's Retained Design Professional's Contract Documents' compliance with the design and performance intent of the Detailed Scope of Work. The Retained Design Professional shall be the interpreter of the Detailed Scope of Work related to Design themselves. Interpretation shall comply with Article 2 of these General Conditions.

- 3.25 Standards of Quality.** If the JOC Contractor wishes to utilize material or equipment that is of the same type as specified but manufactured by others than those named in the Technical Specifications or Detailed Scope of Work, or design documents (if any), the JOC Contractor shall submit a request to the Client Agency and Construction Manager to install such equipment or material. The JOC 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.
- 3.26 Review of JOC Contractors' Shop Drawings and Materials.** The Retained Design Professional shall review and approve shop drawings for compliance with the Detailed Scope of Work and Contract Documents, and process as provided in these General Conditions and the Administrative Procedures. The Retained Design Professional shall review and approve all samples, materials, and other submissions of the JOC Contractor for conformity to and harmony with the design concept of the Project and for compliance with the requirements of the Detailed Scope of Work and Contract Documents. The Retained Design Professional shall request from the JOC Contractor and may rely on bona fide test data, certifications and other evidence submitted by the JOC Contractor as needed to establish conformity with the contract requirements prior to approving material and products submitted.
- 3.27 Approval of Shop Drawings.** The Retained Design Professional shall return all approved shop drawings, or detailed notation for resubmission if required, promptly and in accordance with the terms of its agreement with the JOC Contractor. If the Retained Design Professional’s receipt of the shop drawings is late based upon the accepted schedule, the Retained Design Professional shall endeavor to meet the schedule for acting upon the submission and deliver to those identified pursuant to this Section 3.11 of this Article to the Client Agency and Construction Manager for quality assurance / Job Order compliance acceptance as scheduled. Failure of the JOC Contractor and/or its subcontractor(s) to deliver required submittals to the Retained Design Professional and/or the Retained Design Professional’s failure to deliver required submittals to the Construction Manager and/or Client Agency for review and acceptance in accordance with the accepted schedule and procedures shall not reduce the time allocated for the Construction Manager’s and/or Client Agency review and acceptance nor constitute grounds for increased project duration. The Construction Manager and/or Client Agency’s acceptance of a separate item does not indicate acceptance of an assembly in which the item functions. A detailed log shall be maintained by the Retained Design Professional as to time of receipt of the shop drawings and time of return with adequate notes as to their disposition.
- 3.28 Non-Conforming Work.** If corrective work or drawings are required from the JOC Contractor’s Retained Design Professional due to defective or non-conforming work by the JOC Contractor, the cost for the Retained Design Professional's additional services shall be borne by the JOC Contractor. The Client Agency and/or the Construction Manager shall review for acceptance the corrective work and/or drawings which are prepared by the JOC Contractor’s Retained Professional in order to determine that the corrective work and/or drawings fall within the original scope of the Job Order.

- 3.29 JOC Contractor's Retained Design Professional's Review of As-Built Record Documents.** The JOC Contractor's Retained Design Professional shall, prior to substantial completion, receive from the JOC Contractor all as-built record field drawings, shop drawings and record data, as needed, in order to prepare as-built record drawings. The JOC Contractor's Retained Design Professional shall review said documents for accuracy and compliance with the Detailed Scope of Work and Contract Documents and, after final approval, submit required documents to the Client Agency as in accordance with this Article.
- 3.30 Operations and Maintenance Data.** Prior to Final Inspection of the Project, the Retained Design Professional shall collect from the JOC Contractor, as provided in the Job Order, a final draft of the Operation and Maintenance Instructions Manuals prepared by the JOC Contractor and its various subcontractors. The Retained Design 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 Design 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 Design Professional's review and approval. Upon receipt of the two (2) final bound manuals from the JOC Contractor, the Retained Design Professional shall review them for accuracy and content, and when they meet with its approval, the Retained Design Professional shall forward to the Client Agency the two (2) copies and two (2) identical, additional copies in electronic format(s) and on media acceptable to the Client Agency prior to Closeout Inspection.
- 3.31 "Record Drawings" for Department of Labor & Industry.** The JOC 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 submitted for permitting. 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.
- 3.32 "As-Built Record Drawings" for the Client Agency.** No later than at Final Inspection of the Project, the Retained Design 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 Supplemental Job Orders. Changes shall all be placed in and indicated as such through clouding in the original format CAD files prior to final electronic transfer of the native CAD files to the Client Agency. These As-Built Record Drawings shall be on archival Mylar reproducible media for drawings, archival paper for documents, shall include three complete, identical electronic copies formatted and on media acceptable to the Client Agency, shall be identified as "the Client Agency As-Built Record Documents", shall be delivered to, and shall become the sole property of the Client Agency.

**3.33 Final Inspection.** Final Inspection occurs within fifteen (15) days from the receipt of a written request by the JOC Contractor to the Client Agency and/or the Construction Manager for a Final Inspection and an application for final payment. Final Inspection shall be conducted by the Construction Manager and/or the Client Agency. The JOC Contractor or its authorized representative must be present throughout the duration of the Final Inspection.

The Client Agency and/or the Construction Manager have the sole authority, in light of the Project's Detailed Scope of Work, to determine whether parts or the whole of the Project are ready for a Final Inspection.

If the Client Agency and/or the Construction Manager concur that the Work is at substantial completion, the Retained Design Professional shall issue a certificate of completion and a final certificate for payment. In such case, the Retained Design Professional shall produce and deliver to the JOC Contractor, at Final Inspection, a list of uncompleted items and a reasonable cost of completion (Punch List).

The JOC Contractor shall complete all Punch List items within thirty (30) calendar days of Final Inspection.

**3.34 Payment.** The Client Agency will make payment in full within 45 days of the submission of the accepted final application except as set out in this Article, less one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the Design Professional. Payment of any amount withheld for the completion of the Punch List shall be paid upon completion of the items in the Certificate.

**3.35 The Client Agency Owns Documents.** All contract drawings and specifications, special requirements and all other data compiled by the Retained Design Professional or the consultants for this Project, become the sole property of the Client Agency, and may be used by it for any purpose desired by the Client Agency without compensation. The JOC Contractor and, by contracting to the JOC Contractor, the Retained Design Professional and all consultants convey to the Client Agency the copyright of the design and all design documents produced under this contract. The JOC Contractor and Retained Design Professional and consultants are not liable for any reuse of these documents by the Client Agency.

## **ARTICLE 3A: THE CLIENT AGENCY ACTING AS THE PROFESSIONAL**

**This Article only applies when the Client Agency is the Professional for the Job Order**

**3.1 ADMINISTRATION OF CONTRACT.** The Professional will review and execute (if acceptable) all Job Order forms that require the Professional's review and signature under the Job Order. The Professional will also review submittals as provided in the Submittal Article of these General Conditions. The Professional shall assist the Client Agency or CM, if requested, in the review of Extension of Time requests and claims of any type.

- 3.2 **Professional Design Services.** The Design Professional Services to be performed by the Client Agency will be in accordance with the Separations Act and consist of design of the Project described in the Detailed Scope of Work. They 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 Project. The Professional shall perform its services in accordance with the Design Guidelines.
- 3.3 **Responsibility.** The Professional is responsible for the compliance of the Contract Documents related to Design 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 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.
- 3.4 **Cooperation with Local Bodies.** During the design of the Project, the 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 Design Build JOC Contract and substantially increase the cost of the Project, or should any required approvals be withheld by the local bodies, the Professional shall immediately notify the JOC Contractor in writing of the issue.
- 3.5 **Submittal Schedule.** The JOC Contractor shall submit all necessary submittals to the Professional in accordance with a submittal schedule established by the JOC Contractor and its subcontractors. The submittal schedule shall be established by the JOC Contractor and distributed to the Client Agency or the Construction Manager no later than the first Job Conference.
- 3.6 **PROFESSIONAL SITE VISITS.** The Professional shall attend at least the Job Conferences and all other special meetings and Project Site conferences required by the Client Agency or their designee during periods of active construction in accordance with the terms of the Job Order. After all such meetings, the Professional shall remain on-site to review the performance of the Work and take such action as is necessary or appropriate to achieve the requirements of the Detailed Scope of Work, including advising the Client Agency's personnel as to particular matters to watch for and guard against. In addition to the above-referenced site visits, the Professional shall attend any and all project site conferences that the Client Agency or their designee determines are necessary.
- 3.7 **PROFESSIONAL ACCESS TO WORK.** The Professional and their authorized representatives shall have access to the Work at all times. The JOC Contractor shall provide the facilities for such access so the Professional may perform its functions under the Contract Documents.
- 3.8 **PROGRESS REPORTS AS TO CONSTRUCTION.** As required for a Project, the Professional shall, within seven (7) days of each site visit, submit written reports to the Construction Manager and the JOC Contractor, relative to the progress of the Work. The Progress Reports shall include the findings of the Professional on each of their visits.

- 3.9 **PROFESSIONAL INTERPRETATION OF DOCUMENTS.** The Professional is the initial interpreter of the requirements of the Contract Documents. The Professional will, within seven (7) days after receipt of a written request, (in the form of a Request For Information) render in writing such interpretation. All interpretations by the Professional shall be consistent with the Contract Documents. In its capacity as interpreter, the Professional will exercise its best efforts to interpret the documents impartially. Any dispute regarding such interpretation shall be handled in accordance with the Disputes Article of these General Conditions.
- 3.10 **REVIEW OF JOC CONTRACTOR'S SHOP DRAWINGS AND MATERIALS.** The Professional shall review and approve shop drawings for compliance with the Detailed Scope of Work and Contract Documents, and process as provided in these General Conditions and the Administrative Procedures. The Professional shall review and approve all samples, materials, and other submissions of the JOC Contractor for conformity to and harmony with the design concept of the Project and for compliance with the requirements of the Detailed Scope of Work and Contract Documents. The Professional shall request from the JOC Contractor and may rely on bona fide test data, certifications and other evidence submitted by the JOC Contractor as needed to establish conformity with the contract requirements prior to approving material and products submitted.
- 3.11 **APPROVAL OF SHOP DRAWINGS.** The Professional shall return all approved shop drawings, or detailed notation for resubmission if required, promptly. If the Professional's receipt of the shop drawings is late based upon the accepted schedule, the Professional shall endeavor to meet the schedule for acting upon the submission and deliver to those identified pursuant to this Section 3.11 of this Article to the Construction Manager for quality assurance / Job Order compliance acceptance as scheduled. Failure of the JOC Contractor and/or its subcontractor(s) to deliver required submittals to the Professional in accordance with the accepted schedule and procedures shall not reduce the time allocated for the Construction Manager's and/or Client Agency review and acceptance nor constitute grounds for increased project duration. The Construction Manager and/or Client Agency's acceptance of a separate item does not indicate acceptance of an assembly in which the item functions. A detailed log shall be maintained by the Professional as to time of receipt of the shop drawings and time of return with adequate notes as to their disposition.
- 3.12 **REJECTION OF WORK.** The Professional is authorized to reject Work that does not conform to the Contract Documents and shall immediately notify the Construction Manager and the JOC Contractor(s) of such rejection. If the Professional discovers Work that is non-conforming or discovers an unforeseen condition, the Professional must make all necessary and appropriate recommendations, in writing, to the JOC Contractor as soon as possible, but no later than twenty-four (24) hours after such discovery, with regards to directing any or all JOC Contractors to stop any portion of the Work, or requiring special inspection or testing of the Work as provided in Testing and/or Special Testing paragraph of these General Conditions. Neither the Professional's authority to reject under this paragraph, nor any decision made by the Professional in good faith to either exercise or not to exercise such authority shall give rise to any duty or responsibility of the Professional to the JOC Contractor, or



any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

- 3.13 **PROFESSIONAL REVIEW OF SUPPLEMENTAL JOB ORDERS.** The Professional will prepare specifications and drawings necessary to authorize Supplemental Job Orders in accordance with these General Conditions. The Professional shall review the Scope submitted by the JOC Contractor for all Supplemental Job Orders and advise the Client Agency, or their designee, in writing of the Professional's acceptance or rejection of the scope of the Supplemental Job Order within seven (7) days of the Professional's receipt of the JOC Contractor's cost estimate. The Professional must provide written justification to the Client Agency, or their designee, to substantiate disputed scope. The JOC Consultant shall review the Cost submitted by the JOC Contractor for all Supplemental Job Orders and advise the JOC Contractor, or their designee, in writing of the JOC Consultant's acceptance or rejection of the cost of the Supplemental Job Order within seven (7) days of the JOC Consultant's receipt of the JOC Contractor's cost estimate. The JOC Consultant must provide written justification to the JOC Contractor, or their designee, to substantiate non-acceptance of cost proposal
- 3.14 **NON-CONFORMING WORK.** The Professional is required to design corrective work to remedy defective or nonconforming Work by the JOC Contractor.
- 3.15 **AS-BUILT RECORD DOCUMENTS.** At Final Inspection, the JOC Contractor shall prepare and deliver to the Professional a complete set of contract prints in PDF format, 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.
- 3.16 **"RECORD DRAWINGS" FOR DEPARTMENT OF LABOR & INDUSTRY.** The Professional 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 submitted for permitting. 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.
- 3.17 **FINAL INSPECTION.** Final Inspection occurs within fifteen (15) days from the receipt of a written request by the JOC Contractor to the Client Agency and/or the Construction Manager for a Final Inspection and an application for final payment. Final Inspection shall be conducted by the Professional and/or Construction Manager. The JOC Contractor or its authorized representative must be present throughout the duration of the Final Inspection.

The Professional and/or the Construction Manager have the sole authority, in light of the Project's Detailed Scope of Work, to determine whether parts or the whole of the Project are ready for a Final Inspection.

If the Professional and/or the Construction Manager concur that the Work is at substantial completion, the Professional shall issue a certificate of completion and a final certificate for payment. In such case, the Professional shall produce and deliver

to the JOC Contractor, at Final Inspection, a list of uncompleted items and a reasonable cost of completion (Punch List).

The JOC Contractor shall complete all Punch List items within thirty (30) calendar days of Final Inspection

- 3.18 **THE CLIENT AGENCY OWNS DOCUMENTS.** All contract drawings and specifications, special requirements and all other data compiled by the Professional or the JOC Contractor(s) for this Project, become the sole property of the Client Agency, and may be used by it for any purpose desired by the Client Agency without compensation. The JOC Contractor and all consultants convey to the Client Agency the copyright of the design and all design documents produced under this contract. The JOC Contractor and consultants are not liable for any reuse of these documents by the Client Agency.
- 3.19 **PROFESSIONAL NOT RESPONSIBLE FOR JOC CONTRACTOR MEANS /METHODS /TECHNIQUES.** **The Professional is not responsible 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 JOC Contractor's responsibilities.**
- 3.20 **PROFESSIONAL NOT RESPONSIBLE FOR JOC CONTRACTOR ACTS OR OMISSIONS.** The Professional will not be responsible for the acts or omissions of any JOC Contractor, or any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

## **ARTICLE 4: THE CLIENT AGENCY**

- 4.1 **Easements and Rights of Access.** If the Client Agency deems it necessary, the Client Agency will secure and pay for 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 JOC Contractor shall provide easements and space as necessary at no cost to the Client Agency.
- 4.2 **Administrative Procedures.** The Administrative Procedures are incorporated herein by reference and made a part hereof, as if fully set forth herein. In the event there is any redundancy, conflict, contradiction, discrepancy or inconsistency between any portions of, or criteria set forth in the Administrative Procedures and the other Contract Documents, the most restrictive or demanding of the criteria shall take precedence over any less restrictive or demanding criteria as determined by the Client Agency and/or its designee.
- 4.3 **The Client Agency Not Responsible for JOC Contractor Means/Methods/Techniques.** The Client Agency is not responsible 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

JOC Contractor's responsibilities.

- 4.4 The Client Agency Not Responsible for JOC Contractor Acts or Omissions.** The Client Agency will not be responsible for the acts or omissions of the JOC Contractor, or any of its subcontractors or any of their agents or employees, or any other persons performing any of the Work for the JOC Contractor.
- 4.5 The Client Agency's Access to the Work.** The Client Agency and its designee will, at all times, be provided full access to any area the Client Agency deems necessary in order to perform its responsibilities to inspect the Work. The JOC Contractor shall provide the facilities for such access so the Client Agency may perform its functions under the Contract Documents.
- 4.6 The Client Agency's Use and/or Occupancy of the Work.** The Client Agency may use or permit the Client Agency to use or occupy any completed or partially completed portions of the Work, whether or not the time may have expired for completing the entire Work or said portions of Work. Such use or occupancy shall not be deemed an acceptance of the portion of the Work so taken or used. Prior to such use or occupancy, an inspection of the Work to be occupied by the Client Agency shall be made by the Client Agency and the Design Professional to determine if it is in conformity with the Detailed Scope of Work and Contract Documents. Any damage subsequent to the inspection due solely to the use and occupancy of the completed portion is not the responsibility of the JOC Contractor.
- 4.7 Rejection of Work.** The Client Agency may reject Work that is not in conformance with the Detailed Scope of Work or direct the JOC 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 Detailed Scope of Work. The Client Agency's failure to reject Work does not relieve the JOC Contractor from performing Work in accordance with the Contract Documents.

## **ARTICLE 5: THE CONSTRUCTION MANAGER**

As stated in Article 1 The Construction Manager shall be either the JOC Consultant, retained by the Department, or the Client Agency which will act as the authorized representative to coordinate and manage the Project, regardless of who is acting as the Construction Manager, the same list of duties shall be followed. The term "Construction Manager" is used interchangeably with "Client Agency" in the Contract Documents.

- 5.1 Information and Services Provided by the Construction Manager.** The CM shall carry out the duties specified in the Contract Documents acting as an agent and authorized representative/designee of the Client Agency. The CM shall be either the JOC Consultant, if hired by the Client Agency, or the Client Agency itself.
- A. The CM will determine in general that the Work is being performed in accordance with the requirements of the Detailed Scope of Work and Contract Documents, will keep the Client Agency informed of the progress of the Work, and will endeavor to guard the Client Agency against defects and deficiencies in the Work.

- B. The CM will not have control over or charge of and will not be responsible for construction means, methods techniques or procedures in connection with the Work, since these are solely the JOC Contractor's responsibility.
- C. The CM will not be responsible for site safety. Site safety is the sole responsibility of the JOC Contractor.
- D. The CM will review, certify and recommend to the Client Agency payment for all acceptable Applications for Payment from the JOC Contractor, including final payment.
- E. The CM will review and advise the Client Agency on Supplemental Job Orders.
- F. At a point in time no later than the Joint Scope Meeting, the CM will provide the JOC Contractor and the Client Agency a list of its principal staff assignments, including the Site Representative and other personnel to be in attendance at the site, identify individuals, their duties and responsibilities and list their addresses, and cell phone numbers.
- G. Except as expressly stated in the Contract Documents, the CM shall have no authority and no liability to relieve the JOC Contractor of any of its obligations under the Contract Documents.
- H. It is not the intention of these Contract Documents to inhibit communications between the Client Agency, the CM and the JOC Contractor.
- I. If, in the opinion of the CM, an emergency occurs affecting the Work or adjoining property, the CM may, without relieving the JOC Contractor of any of its duties and responsibilities under the Contract, instruct the JOC Contractor to execute all such Work or to do all such things as may, in the opinion of the CM, be necessary to abate or reduce the risk. The JOC Contractor shall immediately comply, despite the absence of acceptance of the Client Agency, with any such instruction of the CM.
- J. The CM's Site Representative will be responsible for the administration of this Project, and shall carry out all required duties and exercise such authority as may be required under the terms of this Contract, including but not limited to reviewing Supplemental Job Orders, Certificates of Completion and applications for payment and extensions of time.
- K. The CM's Site Representative will execute the duties and authorities vested in the CM. The CM has been fully vested with a level of authority that is adequate to execute the requirements of the management for this Project. The JOC Contractor is expected to and allowed to rely upon the directions that may be provided from the CM.
- L. Any communication given by the CM's Site Representative to the JOC Contractor in accordance with such delegation shall have the same effect as though given by the CM or the Client Agency.

- M. The CM may appoint any number of persons from its staff to assist in carrying out the CM's duties. Such assistants shall have no authority to issue any instructions to the JOC Contractor unless such instruction may be necessary to enable the JOC Contractor to carry out their duties and to secure their acceptance of materials, equipment or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Construction Manager.
- N. Instructions given by the CM shall be in writing, but if, for good reason, the CM considers it necessary to give such instruction orally, the JOC Contractor shall comply with such instruction. Written confirmation of such oral instruction given by the CM shall be deemed to be an instruction within the meaning of this paragraph. If the JOC Contractor within 7 days of the oral instruction confirms in writing the CM's oral instruction and such confirmation is not contradicted in 7 days by the CM, it shall be deemed to be an instruction of the CM. The provisions of this subparagraph shall equally apply to instructions given by the Construction Manager's assistants.
- O. In all cases of misunderstanding and disputes, verbal instructions that were not subsequently reduced to writing as discussed above, will not be considered binding upon the Client Agency. The JOC Contractor must produce written evidence in support of its contentions and may not submit any claim without such writing. The JOC Contractor may not use any conversation with the CM or the Client Agency in prosecuting any claim.
- P. Wherever, under the Contract, the CM is required to exercise its discretion by:
1. Giving decision, opinion or consent; or
  2. Expressing satisfaction or dissatisfaction; or
  3. Determining value; or
  4. Otherwise taking action which may affect the rights and obligations of the Client Agency or the JOC Contractor,
- the CM shall exercise such discretion impartially within the terms and conditions of the Contract and having regard to all the circumstances. To the extent the JOC Contractor disagrees with the CM's determination on an issue, any such decision, opinion, consent, expression of satisfaction, or dissatisfaction, determination of value or action may be subject to the Disputes Article of these General Conditions of the Contract.
- Q. The CM's failure to insist on strict compliance with any term, condition or provision of this Contract or instruction under it, or to exercise any right, remedy, privilege or power provided under this Contract, or the CM's waiver of any breach, shall not relieve the JOC Contractor of responsibility for compliance with the Contract requirements and shall neither waive nor prevent the CM or the Client Agency from subsequently requiring strict

compliance with that term, condition, provision, instruction, right, remedy, privilege or power.

- 5.2 **CM's Access to the Work.** The CM will, at all times, be provided full access to any area it deems necessary in order to perform its responsibilities to inspect the Work. The JOC Contractor shall provide the facilities for such access so the CM may perform its functions under the Contract Documents.
- 5.3 **CM Not Responsible for JOC Contractor Acts or Omissions.** The CM is not responsible for the acts or omissions of the JOC Contractor, or any of its subcontractors or any of their agents or employees or any other persons performing any of the Work for the JOC Contractor.
- 5.4 **JOC Contractor Not an Intended Third Party Beneficiary of the Contract for Job Order Contracting Program Consultant.** The JOC Contractor is not an intended third party beneficiary of the Contract between the Commonwealth and the JOC Consultant or the JOC Consultant's Agreement between the JOC Consultant and its sub consultants. Nothing in the Contract Documents should be construed to authorize any person not a party to the JOC Consultant/Commonwealth Contract or the JOC Consultant Agreement with sub- consultants to maintain any lawsuit involving these contracts, unless otherwise provided by law.

## **ARTICLE 6: THE JOC CONTRACTOR**

- 6.1 **Review of Contract Documents and Site Conditions.**
- A. **Proposal Preparation Stage Investigation and Document Review.** During the proposal preparation stage, the JOC Contractor has an affirmative duty to examine the nature of the Work. The JOC Contractor also has a duty to carefully study and compare the Contract Documents for consistency. If the JOC Contractor does not request a clarification during the proposal preparation stage with regard to any possible discrepancies within the Contract Documents, the JOC Contractor may not submit a claim after award of the contract alleging insufficient data, ambiguity in the documents or incorrectly assumed conditions.
- B. **Post-Job Order Award Investigation and Document Review.**
1. **Site Conditions** – If, after award of a Job Order, the JOC Contractor finds any material change in the condition of the site since the submission date of the Job Order Proposal, the JOC Contractor must immediately inform the Client Agency in writing of the change site condition. The Client Agency will, within 7 days from receipt of such notice, address the alleged material change in the site conditions and notify the JOC Contractor in writing of such review.
  2. **Contract Documents** – If, after a Job Order award, the JOC

Contractor contends that there are discrepancies or errors in the Detailed Scope of Work, the JOC Contractor must submit the contention as a written Request for Information to the Client Agency within 10 days of discovering the alleged discrepancy.

**6.2 Supervision and Construction Procedures.** The JOC Contractor is solely responsible for all construction means, methods, techniques, procedures, and safety programs in connection with the work under the Contract. Furthermore, the JOC 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.

**6.3 Coordination of the Work.** The JOC Contractor is solely responsible for the coordination of the Work, ensuring the proper function and sequence to avoid delays. The progress of the Work shall not be delayed by any disputes between the JOC Contractor and any JOC subcontractors and/or JOC suppliers.

**6.4 Duty to Coordinate the Work with Other Prime JOC Contractors.**

The JOC Contractor explicitly acknowledges that it has a contractual duty to coordinate the Work within their Job Order with the Work to be performed on the Project by all other JOC Contractors.

The JOC Contractor agrees that this duty to coordinate exists between each JOC Contractor on the Project and that each JOC Contractor is an intended third party beneficiary of each Job Order between the Client Agency and each JOC Contractor.

The JOC Contractor further agrees that the efforts of the Construction Manager (if one is used) and the Client Agency to facilitate the coordination of the Work shall not release or in any way diminish the JOC Contractors' duty to coordinate the Work.

If the JOC Contractor sustains any damage as a result of any act or omission of any other JOC Contractor having a Job Order with the Client Agency or through an act or omission of a Subcontractor of such JOC Contractor, the JOC Contractor shall have no claim against the Client Agency, the Design Professional or the Construction Manager for such damage, but shall have a right to recover such damage from the other JOC Contractor.

If any other JOC Contractor on the Project sustains any damage through any act or omission of the JOC Contractor or a Subcontractor of the JOC Contractor, the JOC Contractor agrees to reimburse such other JOC Contractor for all such damages and to indemnify and hold the Client Agency, and the Construction Manager harmless from all such claims.

The JOC Contractor shall indemnify and hold the Client Agency and the Construction Manager harmless from any and all claims or judgments for damages and from costs and expenses to which the Client Agency may be subjected or which it may suffer or incur by reason of the JOC Contractor's

failure to comply with directions promptly.

The exercise of the right of the Client Agency to permit or require others to perform Work in or about the construction site shall not relieve the JOC Contractor from any liability for loss or damage, or from any of its obligations under this Contract. No agreement or arrangement between the JOC Contractor and others as to a division or proportionate share of liability for loss or damage incurred, or of the cost of insurance shall in any way relieve the JOC Contractor from any liability or damage, or from any of its obligations under this Contract and/or Job Order.

Each JOC Contractor shall afford other JOC Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate its Work with the Work awarded by the Client Agency to other JOC Contractors.

## **6.5 Project Coordination.**

Project Coordination shall be facilitated among the JOC Contractors through professional conduct and adherence to the Contract Specifications and the General Conditions, including, but not limited to, the following subparagraphs, which shall not be construed to be the exclusive means of achieving a properly coordinated Project:

Each JOC Contractor acknowledges the complex nature of the Project, the sequential nature of the Work to be performed under all of the Prime JOC Contractor Job Orders and the concurrent operations of this Project.

Each JOC Contractor shall become thoroughly familiar with the requirements of the Contract Documents, including the General Conditions of the Contract, the Administrative Procedures of the Contract, the Project Schedule and the Detailed Scope of Work for the Project.

Close coordination shall be required of each JOC Contractor with the Construction Manager, other JOC Contractors, the Client Agency and others having an interest in the Project to assure that Work on-site, access to and from the site and the general conduct of operations is maintained in a safe and efficient manner, and that disruption and inconvenience to existing streets and the surrounding community is minimized.

Each JOC Contractor is responsible for coordinating their Work with every JOC Contractor on this Project.

The JOC Contractor shall, whenever conditions permit, proceed without delay and maintain the Project Schedule. All operations shall be conducted so as to comply with all applicable laws, ordinances and regulations.

The JOC Contractor shall maintain free access to all buildings, gates and areas of the site for emergency vehicles, service vehicles and firefighting equipment and at no time shall block off or close roadways or fire lanes without providing auxiliary roadways and means of entrance acceptable to the Client Agency.

There may be limited parking at the site. Each JOC Contractor and their sub-



contractors must limit temporary parking of company vehicles and storage of materials as can be accommodated within the limits of the construction site and staging area as directed by the Client Agency unless noted otherwise within the Contract Documents. All transportation to the site is the responsibility of each JOC Contractor. JOC Contractors shall not park in spaces reserved for State employees. If more than one ticket is issued to an individual for parking violations, the Client Agency has the authority to prohibit the owner of the vehicle(s) from continuing work at the site.

JOC Contractors shall work similar hours in order to prosecute the Work under an orderly and systematic means. If there is a disagreement between JOC Contractors relative to the normal work hours, The Client Agency shall establish the hours to be worked by all JOC Contractors. No claim of hardship shall be made by any JOC Contractor as a result of the Client Agency's decision.

1. Whenever the JOC Contractor intends to depart from normal work hours, it shall notify the Client Agency in writing at least forty-eight (48) hours in advance, unless there is an emergency-type condition requiring immediate repair or attention. If such an emergency condition occurs, the JOC Contractor shall provide immediate written notification to the Client Agency. Failure of the JOC Contractor to give such timely notice may be cause for the Client Agency to require the removal or uncovering of Work performed without the knowledge of the Client Agency, at no additional costs or Extension of Time, regardless of whether or not the Work is deemed properly installed.

The JOC Contractor shall coordinate the Work with all other JOC Contractors as outlined in the Coordination Drawings so that interference between mechanical, electrical, architectural and structural Work, including existing services, will be avoided. The JOC Contractors shall also coordinate the Work so as to provide the maximum practical space for operation, repair, removal, and testing of equipment. The JOC Contractors shall keep pipes, ducts, conduit and the like as close as possible to ceiling slab, walls, and columns to take up a minimum amount of space. The JOC Contractors shall locate pipes, ducts, conduits and equipment so that they do not interfere with the intended use of eyebolts and other lifting devices.

Particular attention shall be given to coordination and correlation of submittals as to the requirements of the Job Order including, but not limited to:

1. Motor size;
2. Motor service connections for size and type of materials;
3. Equipment size and supports;
4. Piping routing;
5. Penetration of materials and fire stopping; and
6. Connections to another JOC Contractor's Work.

JOC Contractors shall coordinate Work to determine exact locations of outlets, pipes, diffusers and pieces of equipment to avoid interference with properly installed Work.

The JOC Contractor shall be responsible for a complete operating system as designated within the Detailed Scope of Work. Major items for Mechanical and Electrical Work are will be specified in their respective Divisions of work. This may not be the complete extent of this Work, however, since requirements may appear in other locations within the Contract Documents. Mechanical and Electrical Work shall be verified with other sections. JOC Contractors performing that Work shall supply sufficient information for completing the system.

As various areas or parts of the site and building are complete, or otherwise suitable for the subsequent JOC Contractors to commence Work, those JOC Contractors shall be allowed to deliver materials and start Work. Such phased commencement shall be in accordance with the Project Schedule. Prior to commencing Work at any area or part, certain contract requirements shall be met for that area or part, such as verification of conditions as specified. Material lay down areas shall be coordinated with the Client Agency and other JOC Contractors.

#### **6.6 Coordination Disputes.**

The Lead JOC Contractor is principally responsible for the coordination of the Project Work. The JOC Contractor is to coordinate all of its Work with the Work of other JOC Contractors for proper function and sequence to avoid construction delays. If necessary, in instances when the Lead JOC Contractor and the other affected JOC Contractor(s), after due diligence, cannot agree on a coordination decision, the Client Agency will upon written request from one or more of the JOC Contractors, take whatever action(s) the Client Agency deems necessary to resolve the coordination issue, including, but not limited to:

1. Withholding any payment otherwise due until the JOC Contractor(s) comply with the Construction Manager's or the Client Agency's direction; and/or
2. Directing others to perform portions of the Work and deducting the cost of the Work from the JOC Contractor's Job Order balance; and/or
3. Deleting and crediting through Supplemental Job Orders any and all portions of the Work.

The Client Agency's decision in no way releases the JOC Contractors from their continuing duty to coordinate the Work. The final coordination decision of the Client Agency will be observed, accepted, and fully followed by all JOC Contractors and their subcontractors on the Project, subject only to the disputes procedure set out in these General Conditions of the Contract. The progress of the Work in accordance with the final coordination decisions of the Client Agency shall not be delayed pending any such dispute proceeding.

#### **6.7 Coordination of Subcontractors.**

- A. The JOC Contractor shall be responsible for all acts of its subcontractors utilized under this Contract and any Job Order, and for their compliance with all terms and provisions of the Contract and Job Order applicable to their performance. The JOC Contractor shall continuously coordinate the Work of

all subcontractors to assure proper processing and progress of the Work. The JOC Contractor shall require each Subcontractor to comply with the following:

1. Examine the shop drawings and the Work of other Prime JOC Contractors 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 Prime JOC Contractors; and
2. Coordinate its Work accordingly; and
3. Cooperate with other JOC Contractors and Subcontractors toward timely and satisfactory completion of the Project.

B. Subcontractors proposed by the JOC Contractor will not be acceptable to the Construction Manager or the Client Agency if evidence exists or arises during the Work that the proposed 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 these instances, the JOC Contractor will not be entitled to a change in the Job Order Price or Job Order 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 JOC Contractor of responsibility for the proper and satisfactory execution and completion of the entire Work.

**6.8 Means, Methods and Techniques of Construction.** The JOC Contractor is solely responsible for all construction means, methods, techniques, procedures and safety programs in connection with the Work under the Contract. Neither the CM (if there is one) nor the Client Agency nor the Client Agency shall have control over or charge of and will not be responsible for construction means, methods, techniques or procedures or for safety precautions or programs in connection with the Work.

**6.9 Use of Site.** The JOC 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 JOC Contractor shall not unreasonably encumber the site with any materials or equipment.

**6.10 Job Conferences.** Job Conferences may be held as often as necessary, however, in no case less than bi-weekly and must be attended by the JOC Contractor or designee. Job Conferences may only be canceled if approved by the CM. The names of the authorized representative of the JOC Contractor shall be submitted to the Client Agency at the Orientation Conference. The CM and/or the Client Agency will also attend the Job Conference. The CM will advise the JOC 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 CM) constitutes a breach of the Job Order Contract.

**6.11 Supervision.** At the Joint Scope Meeting, the JOC Contractor shall identify the staff

assignments. The information shall include the JOC Contractor Project Manager, General Field Superintendent and other personnel to be in attendance at on or off the site, their duties and responsibilities and their addresses and cell phone numbers. The JOC Contractor, or its designee, shall provide full time supervision at the project site by a duly authorized and competent superintendent, whenever the JOC Contractor is carrying out any work on the site or when any subcontractor is performing any work at the project site. The JOC Contractor may not change the superintendent without written approval of the Client Agency, and must submit to the Client Agency, in writing, justification for the change, along with the name and qualifications of the individual whom the JOC Contractor proposes to be the new superintendent. The Client Agency may demand that the JOC Contractor dismiss from the project any person employed and/or subcontracted by the JOC Contractor whom the Client Agency determines is incompetent or guilty of misconduct. The Client Agency may withhold any payments, which are or may become due to the JOC Contractor, or the Client Agency may suspend the work at the expense of the JOC Contractor, if the JOC Contractor fails to comply with the provisions of this paragraph. The removal and replacement for any reason of any person shall not entitle the JOC Contractor to any adjustment to the JOC Contractor's Job Order Price and Job Order Completion Time.

#### **6.12 Surveys and Laying Out Work.**

- A. If Drawings are issued with a Job Order, they shall be used for all dimensions in laying out the Work for Detailed Scope of Work.
- B. The Lead JOC Contractor shall utilize a competent, licensed surveyor, whose name and qualifications shall be submitted to the Client Agency for approval with the Job Order Proposal, to lay out the building lines, walls, floor elevations, and other required elements from the initial points established on the Drawings by the Design Professional. The JOC Contractor shall not change its surveyor without written approval of the Client Agency, and must submit to the Client Agency in writing, justification for the change, along with the name and qualifications of the individual whom the JOC Contractor proposes to be the new surveyor.
- C. The Surveyor shall take as a basis the figures on the plans and shall lay out all intersections and all building lines at corners and centers; test and check all elevations and levels; locate levels and plumb lines of walls, beams and columns; and lay out other parts of the construction as the Work progresses.
- D. All Work of every description shall be laid out by the JOC Contractor, who is solely responsible for its correctness. The JOC Contractor shall bear expenses in connection with this Work.
- E. The JOC Contractor shall submit one copy of its survey notes to the Client Agency and JOC Consultant for record keeping. Submission of the survey notes does not relieve the JOC Contractor of its duty to identify discrepancies on the site or in the Contract Documents.
- F. The JOC Contractor shall examine the conditions under which the Work is to be installed and notify the Client Agency in writing of any discrepancies.

The JOC Contractor is not to proceed until the required corrections are accomplished or written direction is given by the Client Agency. The JOC Contractor shall be responsible for correct location, dimensions and elevations of its Work. Commencement of Work implies acceptance of prior Work as it relates to the JOC Contractor's Work.

- G. All operations shall be neatly and carefully organized to maximize space utilization and provide the most orderly execution of the Work. The JOC Contractor shall carefully plan the layout and review any questionable installations or operations with the Design Professional and the Client Agency, if necessary.

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

- A. The JOC Contractor shall maintain in good order at the site, for the Client Agency and the Design Professional, one record copy of the Detailed Scope of Work, all Job Order drawings, specifications, bulletins, addenda, Supplemental Job Orders, and requests for information. As appropriate, the above will be updated daily to record accurately as-built conditions, selections and changes. The JOC Contractor shall include the value of the as-built drawings as a cost item and activity in the Project Schedule. The value included in the Project Schedule for this item is subject to the acceptance of the Client Agency.
- B. The JOC 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 Client Agency and Design Professional at all times, and they shall be delivered to the Client Agency as part of the Operation and Maintenance Instruction Manuals.
- C. The JOC Contractor shall also maintain one record copy of approved coordination drawings, to include as-built conditions, selections and changes to be submitted as part of the Operations and Maintenance Instruction Manuals.

**6.14 Provision of Labor and Materials.** Unless otherwise specifically noted, the JOC Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and all other facilities and services necessary for the proper execution and completion of the Work.

**6.15 Responsibility for those Performing Work.** The JOC 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 under a subcontract or purchase order with the JOC Contractor.

**6.16 Equipment and Materials.** The JOC Contractor shall furnish and deliver the necessary equipment and materials in ample quantities and as frequently as required the proper prosecution of the work in an acceptable manner and at a satisfactory rate of progress as depicted in the JOC Contractor's Schedule. The

equipment used on any portion of the work shall be such as not to endanger the lives of the operators or any persons in the vicinity of the equipment nor cause damage to adjacent property or highways. Any damages resulting from the operations of such equipment to any person or property is the responsibility of the JOC Contractor.

**6.17 Good Order Among Employees.** The JOC 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 JOC 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 JOC Contractor personnel toward any Commonwealth employee, CM employee or the general public is strictly prohibited. Any violation is sufficient cause for the Client Agency to direct the JOC Contractor to remove such person from employment on the site. If any JOC Contractor personnel ignore or refuse to take action on any requirements of the Contract Documents, ignores or refuses to take immediate action to correct any endangerment to the health and safety of the public, as solely determined by the Client Agency or its designee, then this action or inaction shall be sufficient cause for the Client Agency to demand that the JOC Contractor dismiss the person from the job site. The Client Agency will not be responsible or liable for any delays caused to the Project due to any individual being removed from the site.

**6.18 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 JOC Contractor shall not obtain any building permits from local authorities. The JOC 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 JOC Contractor shall furnish proof of payment for all such items, or proof that no such items are required. No Supplemental Job Order will be issued for these costs since they are to be included in the Job Order Price.

Sewer and Water Tap In Fees shall be reimbursed to the JOC Contractor by Supplemental Job Order without mark-up. Tap Fees shall not be included in the JOC Contractor's Job Order Price Proposal.

**6.19 UCC Inspections and Compliance with Applicable Laws, Ordinances, Regulations, etc.**

- A. The JOC 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 JOC Contractor observes that any of the Detailed Scope of Work is at variance therewith in any respect, it shall promptly notify the Design Professional and the Client Agency in writing. Any necessary modifications will be made by the Design Professional at no cost to the Client Agency unless applicable laws, ordinances, regulations, rules and/or orders are changed after the receipt of the JOC Contractor's Job Order Proposal, If the JOC 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 Design Professional and the Client Agency, the JOC Contractor assumes full responsibility therefore and shall bear all costs attributable thereto.

- B. The Project shall be subject to the Uniform Construction Code. The JOC Contractor shall become familiar, and is responsible for complying, with all aspects of the UCC, including but not limited to the site inspection procedure set forth in the Client Agency of Labor & Industry's Inspection Procedures. For purposes of inspection, the JOC Contractor shall be deemed "the owner" as described in the UCC. The most recent list of inspections required by L&I can be found on L&I's website. The JOC Contractor must include both the dates for notification to L&I and the date of all 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 JOC Contractor shall assume the responsibility of the permit applicant/permit holder as applicable. The JOC 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 Client Agency.

#### **6.20 Existing Utilities.**

- A. The JOC 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. When performing excavation, the JOC 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 Client Agency.
- C. The JOC 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 JOC Contractor damages a utility, the JOC Contractor shall immediately notify the utility company and the Client Agency (and the CM if one has been retained) and assume the cost of relocating the service of any utility disrupted due to excavation, or any JOC Contractor action, whatever the circumstance. The Client Agency reserves the right to immediately restore the service of any utility disrupted due to actions of the JOC Contractor and to deduct the cost of such restoration from the JOC Contractor's next Application for Payment.
- E. Utilities and/or other service which are shown or not shown but encountered shall be protected by the JOC Contractor from any damage from any Work

and operations of the JOC Contractor, unless or until they are abandoned.

**6.21 Interruption of Existing Services.** Whenever it becomes necessary to interrupt existing services in use by the Client Agency, such as sewer, water, gas, steam, and electric, the JOC Contractor shall perform the Work during such hours as required by the Client Agency in coordination with the Client Agency, so as to complete the Work and restore all existing services with minimal interruption or disruption to the Client Agency. The JOC 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 Client Agency. Before beginning the Work, the JOC Contractor shall apply in writing and receive acceptance in writing from the Client Agency to establish a time when interruption of the service will cause minimum interference with the activities of the Client Agency. The JOC Contractor's request to interrupt service must be submitted to the Client Agency at least 15 calendar days prior to the date desired for interruption.

**6.22 JOC Contractor Performing Excavation or Demolition.** If the JOC Contractor performs excavation or demolition work, the JOC Contractor shall fully comply with the requirements of Act 287-74 the Underground Utility Line Protection Law, approved December 10, 1974, and as amended, relative to protection of underground utilities which shall include, but not be limited to:

- A. Ascertain approximate location and type of utility lines at the site by inspecting drawings or by obtaining a list of utility companies' lines on the site from the County Recorder of Deeds and then contacting the utility company.
- B. Three (3) days before excavation or demolition, request information from the utility companies regarding the steps the JOC Contractor should take to avoid damage.
- C. Provide each equipment operator or blaster (if applicable) with information obtained in (1) and (2) above.
- D. Report to the utility company any damage to utility line made or discovered in the course of the work.
- E. Alert occupants of premises as to any emergencies created or discovered.
- F. Provisions of (A) (B) and (C) do not apply in an emergency. An emergency is any condition constituting a clear and present danger to life or property by escaping gas, exposed wires or other utility line breaks or defects.

**6.23 OBSERVATION OR INSPECTION OF THE WORK BY OTHERS.** Observation and/or inspection of the Work by the Construction Manager, the Design Professional, or the Client Agency shall not relieve the JOC Contractor of full responsibility for completing the Work in accordance with the Detailed Scope of Work and Contract Documents. The JOC Contractor's responsibilities include, but are not limited to, performance, supervision, scheduling and coordination of the JOC Contractor's Work.



**6.24 Coordination Drawings for Sleeves and Openings.** If the JOC Contractor or the JOC Contractor's subcontractors require sleeves and openings for their work in any deck, concrete slab or wall, they shall furnish to the Design Professional a complete set of location sketch drawings showing size and shape of openings. Completion of these drawings must be consistent with the construction sequence. The JOC Contractor and the Design Professional are responsible for reviewing the drawings in order that there will be no interference and/or conflict in its portion of the Work. When this review is finalized, the JOC Contractor shall submit these drawings to the Client Agency and the Design Professional in a final workable form.

**6.25 Cutting and Patching of Work.** The JOC Contractor shall do all cutting, fitting or patching of existing materials required for its Work to make its several parts fit together properly, and shall not endanger any work by cutting, excavating or otherwise altering the work, or any part of it. Work shall be completed to the satisfaction of the Client Agency.

**6.26 Cleaning the Project.**

A. The JOC 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.

1. Prior to Final Inspection, the following is a list (which is not intended to be an all-inclusive list) of cleaning levels required by the JOC Contractor as part of basic contract Work: remove labels which are not required as permanent labels.
2. clean transparent materials, including mirrors, windows, and doors to a polished condition.
3. remove substances which are noticeable as vision-obscuring materials.
4. clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, paint spatters, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
5. Clean concrete floors; in non-occupied spaces, broom clean. Remove all stains, marks, paint, rust, etc. caused by construction activities.
6. Clean plumbing fixtures to a sanitary condition, free of stains, including those resulting from water exposure.

7. Clean mechanical and electrical equipment, ductwork and replace all filters.
- B. Prior to Close Out Inspection, in addition to the cleaning specified above, the site shall be prepared for occupancy by a thorough cleaning, including removal of all trash, rocks, wood and debris as required. Particular care shall be taken within all prison areas to remove and verify the removal of any tools, blades, fasteners, metal or other debris or any other object that could possibly be used as a weapon or projectile. Roadways and sidewalks shall be washed and swept clean.
- C. The JOC Contractor shall maintain a clean and safe passageway for the Client Agency and others utilizing the facility.
1. The JOC Contractor shall insure that the Work shall not damage streets connecting to the Project, which shall be protected from mud, sand, and stones/gravel. Streets and adjacent property sites shall be kept free from run-off, litter and/or debris in any form from the Project site. Mud, litter, and/or debris from the Project site that appears on adjacent property shall be removed immediately. All mud collected on vehicle tires shall be removed by the JOC Contractor before leaving the site. If any mud or debris from the Project collects on streets, it shall be removed immediately by the JOC Contractor to prevent any hazards to vehicular or pedestrian traffic, as well as from entering the storm sewer system.
  2. The JOC Contractor is prohibited from discharging any waste products from concrete trucks or from concrete coring work or any other unsuitable materials, fluids or other products on the site or into the storm water system.
- D. If the JOC Contractor fails to comply with these requirements, the Client Agency reserves the right, with 24 hours prior notice to the JOC Contractor, to clean and/or remove mud, trash, litter, debris or any unauthorized discharge from the Project, adjacent streets or adjacent property. The cost of cleaning/removing and mobilization shall be deducted from the JOC Contractor's next application for payment.

**6.27 Failure of JOC Contractor to Clean.** If the JOC Contractor fails to clean up, the Client Agency may estimate the value of the work and retain such costs from any applications for payment until such time as the work is performed to the Client Agency's satisfaction.

**6.28 Chases and Openings.** The JOC Contractor will construct, or have built, into new walls, new partitions, and new floors, all such chases and openings as are required. The JOC Contractor will be responsible to see that the chases and openings affecting its work are installed in accordance with the drawings submitted to the Client Agency.

**6.29 Chases and Openings after Construction of Walls.** If cutting of chases and openings is required after construction of walls, partitions and floors is completed, the Client Agency may require the work to be performed in such a manner as to result in unmarred work, even to the extent of requiring the removal and rebuilding of walls and partitions, all of which shall be at the sole cost of the JOC Contractor.

**6.30 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 receipt of the JOC Contractor's Cost Submittal require any work to be inspected, tested or approved, the JOC Contractor shall give the Client Agency timely notice of its readiness and of the date arranged, so the Client Agency may observe such inspection, testing or approval. The JOC Contractor shall bear all costs of such inspections, tests and approvals, unless otherwise provided.

- A. All expenses incurred in the collection, packing and delivering of samples or materials or equipment to the job site shall be paid for by the JOC Contractor.
- B. The JOC Contractor shall pay the costs of transporting samples from the job site to the laboratory and for the testing of same, except where otherwise noted in these General Conditions, specifications, or called for in the contract drawings.
- C. Approved samples to be incorporated in the building shall be returned to the job site by the testing laboratory under the supervision of the JOC Contractor.
- D. The JOC Contractor shall bear all costs of such inspections, tests and approvals, including such assistance, labor, electricity, fuels, storage, apparatus and instruments as are normally required for examining, measuring and testing any materials or Work and shall supply samples of materials, before incorporation in the Work, for testing as may be selected and required by the Client Agency.
- E. Prior to testing, inspection or verification, the Client Agency or its designee may require written sign-off by the JOC Contractor's representative affirming that the item or Work or installation is complete and ready for such testing, inspection or verification.
- F. Work requiring testing, inspection or verification of probable compliance of Work shall not proceed to be concealed, covered or closed up until approval is given by the Client Agency or its designee. Examples of work to be reviewed before being concealed include but are not limited to sub-grades prior to backfilling, verification of rebar and formwork prior to placing concrete and installed Work in concealed spaces before the space is closed.
- G. The non-productive downtime or delay in an operation required to provide the reasonable opportunity for testing, inspection or verification by the Client Agency or its designee constitutes a portion of Contract Work and is included in the JOC Contractor's Adjustment Factors. No claim for additional compensation will be allowed related to establishment and timely

observation of testing, inspection or verification of Work.

- H. Testing, inspection, or verification by the Client Agency or its designee in no way relieves the JOC Contractor of its obligation to meet all the requirements of the Contract Documents.
- I. JOC Contractor is responsible for all Quality Control testing as specified in the Detailed Scope of Work and Contract Documents.

**6.31 Special Testing.** If, after the commencement of the work, the Client Agency determines that any work requires special inspection, testing or approval the Client Agency will, by written authorization, instruct the JOC Contractor to order such special inspection, testing or approval, and the JOC Contractor shall give the Client Agency sufficient notice. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Detailed Scope of Work and Contract Documents or with respect to the performance of the work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the JOC Contractor shall bear all costs thereof, including any the additional services by the Design Professional necessitated by such failure. If the Work is in compliance with the Detailed Scope of Work and Contract Documents, however, the Client Agency shall bear such costs, and an appropriate Supplemental Job Order shall be issued.

**6.32 Certificates of Inspection.** The JOC 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 UCC. The JOC Contractor shall deliver such certificates to the Design Professional and the Client Agency within 7 calendar days of it being secured by the JOC Contractor.

**6.33 Design Professional's Observation of Testing.** The Design Professional and, where required by the UCC, L&I, shall observe the inspections, tests or approvals required by the Tests and Special Testing paragraphs of these General Conditions and it shall be the JOC Contractor's responsibility to serve sufficient notice to the Design Professional and, where required by UCC, to L&I of such inspections, tests or approvals to enable the timely inspection of the Work without impacting the Project Schedule.

- A. UCC Required Testing Observation and/or Inspection, When the UCC requires any special testing to be observed, inspected and approved by L&I, the JOC Contractor shall be responsible to contact L&I sufficiently in advance to allow L&I to schedule such observation, inspection and approval of such testing. The JOC Contractor is responsible for determining whether the UCC requires L&I's approval of the testing. The Work shall remain accessible and exposed for inspection by L&I.

**6.34 Effect of Tests.** Neither the observations of the Design Professional in its administration of the construction Contract, nor inspections, tests or approvals by persons other than the JOC Contractor shall relieve the JOC Contractor from its obligations to perform the Work in accordance with the Detailed Scope of Work and Contract Documents.

**6.35 Environmental Quality Control.** The JOC Contractor and its Subcontractors shall

perform their work in a manner that minimizes the possibility of air, water, land and noise pollution.

- A. The JOC Contractor shall be responsible for all dewatering to prevent surface water and ground water from entering excavations (including foundations and drilled piers) from ponding on prepared subgrades and from flooding the Project site and surrounding areas.
- B. The JOC Contractor shall be responsible to protect subgrades from softening, undermining, washout and damage by rain or water accumulation. The JOC Contractor shall reroute surface water runoff away from excavated areas. The JOC Contractor shall not allow water to accumulate in excavations. The JOC Contractor shall not use excavated trenches as temporary drainage ditches.
- C. The JOC Contractor shall be responsible for installing a dewatering system to keep subgrades dry and convey ground water away from excavations. The JOC Contractor shall maintain the dewatering system until dewatering is no longer required.

**6.36 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 the contract, the JOC 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 Client 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 Client Agency.

**6.37 Compliance with Statutes and Regulations Administered by DEP.** The JOC Contractor shall comply with all statutes and regulations of the Commonwealth of Pennsylvania concerning environmental quality control administered by DEP. These statutes include those listed in the Environmental Statement set forth in the RFP and are not limited to, the Clean Streams Law, the Clean Water Act, Pennsylvania Sewage Facilities Act, Air Pollution Control Act, Surface Mining Conservation and Reclamation Act, Bituminous Coal Open Pit Mining Conservation Act, Dams and Encroachments Act, Water Well Driller's Act, Water Works Act and Atomic Energy Act, all as amended to date. The JOC Contractor is responsible for any violations and shall secure all required permits. Erosion control measures are shown on drawings and specifications and/or specified in the General Requirements. The Design Professional, if required, shall obtain an erosion control permit. If there are changes to such statutes, regulations and etc. after the time of receipt of the JOC Contractor's Cost Submittal, the JOC Contractor may request an appropriate adjustment through the Changes provision of these General Conditions.

**6.38 Burning of Materials.** Burning of materials from clearing and grubbing operations periodic and final clean-up, and all related construction, shall be governed by local codes and ordinances and/or the regulations of DEP. Where required, for each day that the JOC Contractor may contemplate open burning, it shall secure written approval from DEP and failure to secure such permission for open burning shall

require the JOC Contractor to remove material from the project site and dispose of it in a manner acceptable to DEP.

**6.39 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 Design Professional.

**6.40 Asphalt or Tar Kettles.** Asphalt or tar kettles shall not be used inside of or on the roof of any building. Fired kettles shall not be left unattended. There shall be at least one portable fire extinguisher with a minimum 20 BC rating within thirty feet of each fired kettle and one additional portable fire extinguisher with the same rating by the Work area.

**6.41 Insulation for Construction Projects.** 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	
Rigid Foam	9% recovered material
Foam-in-Place	5% recovered material
Glass Rigid Foam	6% recovered material
Phenolic Rigid Foam	5% recovered material
Rock Wool	50% recovered material

**6.42 Enforcement of Insulation Requirement.** The JOC Contractor may be required to provide the Client 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.

**6.43 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:

<u>Landscaping Product</u>	<u>Recovered Material Content</u>
Hydraulic Mulch:	
Paper	100% (post-consumer)
Wood/Paper	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 Client Agency further recommends implementing a composting system for these materials when agencies have an adequate volume and sufficient space.
Garden Hose: Rubber and/or Plastic	60% (post-consumer)
Soaker Hose: Rubber and/or Plastic	60% (post-consumer)
Lawn and Garden Edging Rubber and/or Plastic	30% post-consumer/30-100% total

The JOC Contractor shall submit certification that the landscaping product(s) which the JOC 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 JOC 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 JOC 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 Client Agency shall have no obligation to pay for item(s) until a properly completed and signed Manufacturer's Certification is submitted.

**6.44 Construction Products Recycled Content.** All construction products offered by the JOC Contractor or included in the final product offered by the JOC 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 Plastic	90 -	- 90
Patio Blocks	Rubber or Rubber Blends Plastic or Plastic Blends	90 -	- 90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint: Consolidated <sup>1</sup> Reprocessed <sup>2</sup> White, Off-White, Pastel Colors Grey, Brown, Earthtones, and Other Dark Colors	Recovered Material Recovered Material Recovered Material	100 20 50	- - -
Shower and Restroom Dividers/Partitions:	Plastic Steel <sup>4</sup>	20 16 67	- 9 33
Carpet Cushion: Bonded Polyurethane Jute Synthetic Fibers Rubber	Old Carpet Cushion Burlap Carpet Fabrication Scrap Tire Rubber	15 40 - 60	- - 100 -
Railroad Grade Crossing Surfaces			

<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



Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Concrete	Coal Fly Ash	-	15
Rubber <sup>3</sup>	Tire Rubber	-	85
Steel <sup>4</sup>	Steel	16	9
		67	33

The JOC Contractor shall submit certification that the landscaping product(s) which the JOC 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 JOC 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 JOC 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 Client Agency shall have no obligation to pay for item(s) until a properly completed and signed Manufacturer's Certification is submitted.

**6.45 Storage Enclosure.** The JOC Contractor shall provide, at its cost, in a location directed by the Client 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 Client 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 JOC Contractor shall maintain the storage shed at its cost and shall remove the shed(s) when directed by the Client Agency.

**6.46 No Storage in Existing Buildings.** The JOC 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 Client Agency.

**6.47 Operation and Maintenance Instruction Manuals.** The JOC 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

<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

<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.

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, Client manufacturers' printed information where possible. Where manufacturers' printed information is not available, the JOC Contractor shall obtain written instructions prepared by subcontractors and sub-subcontractors. The JOC Contractor shall include names, addresses and phone numbers of all subcontractors and sub-subcontractors, and of service firms of each mechanical item, for the Institution's use after expiration of the guarantee period. Prior to Final Inspection, the JOC Contractor shall submit a final draft of the manual in a loose-leaf binder for approval by the Design Professional and the Client Agency. After approval and before final payment, the JOC Contractor shall furnish two (2) corrected, indexed, bound copies and one (1) electronic copy in the Client Agency accepted formats and media to the Client Agency for issuance to the Institution no later than Closeout Inspection.

**6.48 As-Built Record Drawings.** No later than at the time of Final Inspection, the JOC Contractor shall prepare and deliver to the Client Agency through the Design 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.

**6.49 Traffic Control.** If required for a Job Order, the JOC Contractor will provide a Traffic Control Plan as described in Article 19.

**6.50 Warranty and Guarantee.** In addition to the Contract Bond, the JOC 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 Work unless other warranties found within the Contract Documents specify or indicate longer periods. The JOC Contractor shall replace such defective equipment, materials or workmanship without cost to the Client Agency. The JOC 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 JOC Contractor shall warrant that such equipment, material or workmanship furnished under this JOC Contractor shall be furnished in conformance with the Contract Documents. All Work not conforming to these standards may be considered non-conforming.

- A. If items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The JOC Contractor shall replace such defective equipment or materials, without cost to the Client Agency, within the manufacturer's warranty period. Nothing in this paragraph relieves the JOC Contractor or its surety of their obligations under the Contract Bond.

- B. The JOC Contractor shall assign and deliver to the Design Professional all warranties for review as part of the Operations & Maintenance submission. The Design Professional will transfer the warranties to the Client Agency. The warranty provided in this Paragraph shall be in addition to, and not in limitation of, any other warranty or remedy provided by Law, by the Contract Documents, or by the Detailed Scope of Work.
- C. If there is a substitution of material or equipment in accordance with the Substitution Paragraph, the JOC Contractor warrants that such installation, construction, material or equipment will perform to the standard of the item originally specified. The JOC Contractor explicitly warrants the merchantability, and the fitness for use and quality of all substituted items provided for or by it.
- D. The Client Agency may bring an action for latent defects that were hidden or not readily apparent to the Client Agency at the time of beneficial occupancy or Final Inspection, whichever occurred first, in accordance with applicable law.

**6.51 Taxes.** The JOC Contractor shall pay all sales, consumer, use and other similar taxes required by law. The JOC Contractor should be familiar with and take full advantage of all sales tax exemptions allowed by the Pennsylvania Department of Revenue.

**6.52 Offset of Amounts Due to Commonwealth.** The JOC Contractor, by execution of the Contract and each Job Order, 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 Client Agency; and authorizes the Commonwealth to offset the amount of any state tax or JOC Contractor liability owed to the Commonwealth by the JOC Contractor or its affiliates and subsidiaries, as well as any other amount due to the Commonwealth from the JOC Contractor not being contested on appeal by the JOC Contractor, against any payments due the JOC 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 Client Agency relies upon in entering into the Contract. If it is later determined that the JOC Contractor knowingly rendered an erroneous certification, the Client Agency may find the JOC Contractor in default and terminate the Contract. Such erroneous certification may also be grounds for initiation of civil, criminal and/or debarment proceedings.

**6.53 Nondiscrimination and Sexual Harassment.** During the term of the Contract, the JOC Contractor 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 by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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 by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- D. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- E. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
- F. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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.
- G. 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, regulations and policies 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 Diversity, Inclusion and Small Business Opportunities for

purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- H. 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.
- I. 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 these provisions.
- J. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a 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.

**6.54 JOC Contractor Evaluations.** The JOC Contractor by entering the Job Order Contract, consents to the evaluation of its performance by the Department, Client Agency and/or the Client Agency's designee and understands that any such evaluation may be used in current and future procurements to determine the JOC Contractor's responsibility. The Department, Client Agency and/or the Client Agency's designee shall provide the JOC Contractor with written notice of any unsatisfactory evaluations and the reasons, therefore. The JOC Contractor shall be entitled to submit a reply.

**6.55 Compliance Management Software.** To improve efficiency, and to streamline the process of reporting Small Diverse Business (SDB) and Veteran Business Enterprise (VBE) payment information to the Bureau of Diversity, Inclusion, and Small Business Opportunities (BDISBO), the Department will utilize a Compliance Management Software. The Design Professional shall become familiar with and utilize the Department's Compliance Management Software to report all payment information from the Design Professional to SDBs and VBEs under this Agreement.

## **ARTICLE 7: SUBCONTRACTORS**

**7.1 JOC Contractor's Interest in Subcontractor.** Pursuant to the JOC Contractor Integrity Provisions set forth in the RFP, a JOC Contractor may not, except with the consent of the Commonwealth, have a financial interest in any other JOC

Contractor, Subcontractor, or Supplier providing services, labor, or material on this project. The JOC Contractor is required to disclose the names of all Subcontractors and/or Suppliers in which the JOC Contractor has a financial interest, and which will be utilized in the Project. This information must be disclosed with the Job Order Proposal. If the Client Agency has any objection to the proposed Subcontractors and/or Suppliers listed, the JOC Contractor shall promptly propose another Subcontract and/or Supplier to whom the Client Agency does not have an objection. The Client Agency's acceptance of the Subcontractors and/or Suppliers will be deemed to be consent for the purposes of the JOC Contractor Integrity Provisions. Failure to disclose the names of such Subcontractors and/or Suppliers for which the JOC Contractor has a financial interest is a violation of the JOC Contractor Integrity Provisions. For violations of any of these JOC Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with JOC 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 JOC Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone 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. The JOC Contractor shall not replace any Subcontractor and/or Supplier previously selected and/or approved by the Client Agency, without prior written notification to the Client Agency and receipt of the Client Agency's written approval for such substitution.

**7.2 Subcontractor/Supplier Responsibility.** If the JOC 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 Client Agency may require the JOC Contractor to terminate such Contract.

**7.3 JOC Contractor Responsibility for Actions and Compliance.** The JOC 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 JOC Contractor shall continuously coordinate the Work of all Subcontractors to assure proper processing and progress of the Work.

A. The JOC 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 JOC Contractor will not be acceptable to

the Client 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 Client Agency, the JOC Contractor will not be entitled to a change in the Job Order Price and Job Order Completion Time 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 JOC Contractor of responsibility for the proper and satisfactory execution and completion of the entire Work.

**7.4 Acts and Omissions of Subcontractors.** The JOC Contractor acknowledges its full responsibility to the Client 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 JOC Contractor is responsible for the acts and omissions of persons and firms directly or indirectly employed by it. The JOC Contractor acknowledges that it remains fully responsible for the proper performance of its Contract whether work is performed by the JOC Contractor's own forces or by Subcontractors engaged by the JOC Contractor.

**7.5 Subcontracts and Purchase Orders.**

A. Subcontractors:

1. All Work performed for the JOC Contractor by a Subcontractor shall be done pursuant to a written subcontract between the JOC Contractor and the Subcontractor.
2. The form of the written subcontracts may vary at the discretion of the JOC Contractor, but must contain the provisions noted below in Subsection A.3.b.
3. All subcontracts between the JOC Contractor and each Subcontractor **must**:
  - a. Be signed by both parties;
  - b. Contain Provisions that:
    - i. Set forth the amount the Subcontractor is to be paid; and
    - ii. Describe the scope of Work to be performed by the Subcontractor; and
    - iii. Preserve and protect the rights of the Client Agency 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
    - iv. Require that such Work be performed in accordance with the requirements of the Contract Documents; and

- v. Require submission to the JOC Contractor of applications for payment under each Subcontract to which the JOC Contractor is a party, in reasonable time to enable the JOC Contractor to apply for payment in accordance with the provisions of the Prompt Payment Schedule (62 Pa. C. S. §3931-§3939) and the provisions of these General Conditions governing payment by the Client Agency; and 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 JOC Contractor in the manner provided in the Contract Documents for like claims by the JOC Contractor upon the Client Agency; and
- vi. 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.
- vii. 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 Client Agency.
- viii. Require acknowledgement by the Subcontractor that the Subcontractor is without privity of Contract with the Commonwealth and Client Agency and that the Subcontractor agrees by signing the Subcontract that it neither acquires or intends to acquire any rights against the Client Agency on a third party beneficiary theory or any other theory; and
- ix. Require each Subcontractor to notify its Subcontractors, in writing, that their rights of recovery against the bond of the JOC Contractor for failure of payment may not be exercised unless the JOC Contractor is notified of the claim within ninety (90) days from the last performance of labor or provision of materials and/or equipment; and
- x. Obligate each Subcontractor to specifically consent to all provisions of this Article of the General Conditions of the Contract; and
- xi. Contain the following certification language:
  1. **Certification:** I, \_\_\_\_\_ the undersigned officer of the JOC 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 Client 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.

- xii. The JOC Contractor agrees that failure to incorporate these terms in its Subcontracts is a material breach of the terms of the Contract Documents. The JOC 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 may constitute grounds for default of the JOC Contractor by the Department.
4. All subcontracts between the JOC Contractor and Small Diverse Businesses, Veteran Business Enterprises, and Small Businesses must contain, in addition to the items listed in Section 3 above, the following:
    - a. The fixed percentage commitment and/or associated estimated dollar value that each SDB, VBE, or SB will receive based on the Job Order; and
    - b. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB or VBE relative to the nature and level of the SDB's or VBE's participation in the contract; and
    - c. The requirement that the SDB, VBE, or SB submit to BDISBO utilization.
  5. The JOC Contractor shall submit one copy plus an electronic copy of all subcontracts for Work to be performed on the Project to the CM for the Project **prior to the commencement of any Work by the Subcontractor.**
  6. The JOC Contractor shall submit to the CM 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 JOC Contractor proposes to be the subcontract superintendent. The Client Agency may demand that the JOC Contractor dismiss from the project any person

subcontracted by the JOC Contractor whom the Client Agency determines is incompetent or guilty of misconduct. The Client Agency may withhold any payments, which are or may become due to the JOC Contractor, or the Client Agency may suspend the work at the expense of the JOC Contractor, if the JOC Contractor fails to comply with the provisions of this paragraph.

**B. Manufacturers and Suppliers:**

1. Manufacturers and Suppliers do not have to sign Purchase Orders.
2. The JOC Contractor shall submit one (1) certification letter, on the JOC Contractor's letterhead, with language identical to that set forth in the sample letter included as part of the Administrative Procedures governing Material and Subcontractor approvals. This one (1) letter, which shall apply to all purchase orders, shall certify the JOC 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 JOC Contractor shall submit this certification letter to the Client Agency prior to the delivery of any material and/or equipment by any Manufacturer or Supplier.
4. For every purchase order with a Small Diverse Business or Veteran Business Enterprise, the JOC Contractor shall submit a copy of the purchase order to the DGS' Bureau of Diversity, Inclusion, and Small Business Opportunities with its Small Diverse Business and Veteran Business Enterprise Utilization. The purchase order for a Nonstocking Supplier must include the fee or commission paid to the Nonstocking Supplier.
5. The JOC Contractor shall identify all material and/or equipment that will be supplied by a Small Diverse Business or Veteran Business Enterprise Supplier or a Small Diverse Business or Veteran Business Enterprise Manufacturer on a separate line item (per Supplier/Manufacturer, not per material and/or equipment).

**7.6 No Contractual Relationship between the Client Agency and Subcontractor.**

Nothing contained in the Contract Documents creates any contractual relationship between the Client Agency and any Subcontractor, Sub-Subcontractor or any of its authorized representatives. Nothing contained in the Contract Documents creates any contractual relation between the Construction Manager (if there is one on the Project) and any Subcontractor, Sub-subcontractor or supplier. The JOC Contractor is not an intended third party beneficiary of the Construction Manager's Contract with the Client Agency. Nothing in the Contract Documents between the Client Agency and the JOC Contractor should be construed to authorize any person not a party to the Standard Form of Contract or Construction Manager's Contract to maintain any lawsuit involving that contract, unless otherwise provided by law.

**7.7 No Contractual Relationship between the Client Agency and Supplier.**

Nothing contained in the Contract Documents creates any contractual relationship between the Client Agency and any Supplier or its authorized representatives. Nothing contained in the Contract Documents creates any contractual relation between the

Construction Manager (if there is one on the Project) and any supplier. The supplier is not an intended third party beneficiary of the Construction Manager's Contract with the Client Agency. Nothing in the Contract Documents between the Client Agency and the JOC Contractor should be construed to authorize any person not a party to the Standard Form of Contract or Construction Manager's Contract to maintain any lawsuit involving that contract, unless otherwise provided by law.

- 7.8 Payment of Subcontractor by JOC Contractor Governed By Prompt Payment Schedule.** Payments to the Subcontractor are subject to the provisions of the Commonwealth Procurement Code (62 Pa. C. S. §3931 *et seq.*) *also known as the "Prompt Payment Schedule"*. The general description set forth in the General Conditions does not relieve the JOC Contractor from strict compliance with the requirements of the Prompt Payment Schedule. Nothing described in these General Conditions is intended to impose a duty greater than that imposed by the Prompt Payment Schedule. In the event of any discrepancy between this language and the language of the Schedule, the Schedule controls.
- 7.9 Failure of the Client Agency to Make Progress Payment.** If the Client Agency fails to pay some or all of an accepted Application for Payment for any cause which is the fault of the JOC Contractor and not the fault of a particular Subcontractor, the JOC 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.
- 7.10 JOC Contractor Disclosure of Due Date for Progress Payments from the Client Agency.** The JOC Contractor must disclose to a subcontractor, before a subcontract is executed, the due date for receipt of progress payments from the Client Agency. If the JOC Contractor fails to accurately disclose the due date to a subcontractor, the JOC Contractor must pay the subcontractor as though the Client Agency has paid the JOC Contractor within 45 days of receipt of its application for payment. This section does not apply to a change in due dates because of conditions beyond the JOC Contractor's control, including, but not limited to, design changes, change in the Work, or delays in construction due to weather conditions.
- 7.11 Insurance Receipts.** The JOC Contractor shall pay each Subcontractor a just share of any insurance moneys received by the JOC Contractor under the Insurance Article of these General Conditions of the Contract, and shall require each Subcontractor to make similar payments to its sub-subcontractors.
- 7.12 Percentage of Completion.** The Client Agency may, on request, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the JOC Contractor on account of work done by such Subcontractor.
- 7.13 No Obligation on Part of the Client Agency to Pay Subcontractor or Supplier.** Subcontractor or Supplier issues concerning delayed and non-payment should be addressed to the JOC Contractor and the JOC Contractor's payment bond surety. The Client 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 Construction Manager (if there is one

on the Project) or the Client Agency relating to any payment issues.

- 7.14 Subcontractor, Supplier and Manufacturer Claims.** The JOC Contractor agrees to require the Subcontractor, Supplier and/or Manufacturer to submit all claims for extras, extensions of time or for damages to the JOC Contractor in the manner provided in the Contract Documents for claims by the JOC Contractor against the Client Agency in accordance with the Disputes Article of these General Conditions. The Client Agency shall have no obligation to pay or to ensure the payment of any moneys to any Subcontractor, Supplier, or Manufacturer except as may otherwise be required by law. Subcontractors, Suppliers and Manufacturers acknowledge that they have no privity of contract with the Client Agency and therefore they may not pursue a claim directly against the Client Agency or the Construction Manager (if there is one on the Project).
- 7.15 Deficiency Items.** The JOC Contractor may withhold payment from any subcontractor responsible for a deficiency item. The JOC Contractor shall pay any subcontractor according to the provisions of this section for any item which appears on the application for payment and which has been satisfactorily completed. If a JOC Contractor withholds payment from a subcontractor for a deficiency item, it must notify the subcontractor or supplier and the Client Agency of the reasons within 15 calendar days of the date after receipt of the notice of the deficiency item from the Client Agency.

## **ARTICLE 8: SCHEDULE**

8.1 As requested for a Job Order, the JOC Contractor shall prepare and submit a construction schedule in a format requested by the Client Agency, including but not limited to, bar chart format, Critical Path Method (CPM), and/or in conjunction with the remainder of this Article 8.

8.2 **CLIENT AGENCY RESERVATION OF RIGHTS.** The Client Agency or their designee reserves the right to accept the Project Schedule developed, signed and submitted by the JOC Contractors, while preserving exceptions to any defects in the means, methods, sequences, durations and/or logic which the Client Agency believes exist in the schedule. The acceptance of the updated Project Schedule by the Client Agency in no way relieves the JOC Contractors from their duty to coordinate amongst themselves and shall not make the Client Agency, its designee or the Design Professional a guarantor of the Project Schedule.

Upon request, the Lead JOC Contractor shall provide to the Construction Manager or the Client Agency, in hardcopy and electronic format (format to be determined by the Client Agency), all the planning data used to develop the Project Schedule. This planning data shall include, but is not limited to:

1. Job Sequences;
2. Activity Logic;
3. Man loading;
4. Crew sizes;
5. Number of shifts planned per working day;
6. Number of crews per shift; and
7. Equipment loading.

8.3 **TIME OF THE ESSENCE.** All time limits stated in the Contract Documents and the Job Order are of the essence. The JOC Contractor shall perform the Detailed Scope of Work to be completed no later than the Job Order Completion Time.

8.4 **INITIAL JOB CONFERENCE.** The Initial Job Conference will be scheduled by the Construction Manager within ten (10) calendar days of the executed Purchase Order. The date of the Initial Job Conference will signify the Job Order Start Date for purposes of calculating the Job Order Completion time.

**Paragraphs 8.5 through 8.14 only apply to Projects where the Client Agency or the Construction Manager requires a CPM Schedule.**

8.5 **PROJECT SCHEDULE PREPARATION.**

- A. CPM: Unless directed otherwise by the Client Agency, the project management tool commonly called the Critical Path Method (CPM) scheduling system will be used on this Project for planning, scheduling implementation and reporting of all Work to be performed under this Contract, including all activities of Subcontractors, equipment vendors and Suppliers. Unless directed otherwise by the Client Agency, the precedence diagramming method shall be used in preparing the Project Schedule and all related network diagrams. The Project Schedule network plan, including all appropriate milestone dates and the computer- produced reports shall be part of the Contract Documents. The following outline is provided to indicate to all JOC Contractors the scope of the scheduling work and the responsibility of all JOC Contractors to comply with this method. The CPM Schedule shall be developed, prepared, and submitted in accordance with this paragraph and the requirements of the Scheduling Administrative Procedure. **No JOC Contractor shall assert any claim whatsoever for any delay or additional cost incurred in connection with the development of the CPM Schedule.**
- B. SCOPE: The CPM will be used to establish and control the Project Schedule. This system will be implemented by the Lead JOC Contractor using the services of a qualified Subcontractor or the Lead JOC Contractor's own in-house staff. The CPM scheduler must demonstrate to the Client Agency that it has the capability of performing the CPM Scheduling required on the Project by submitting (no later than the Initial Job Conference) a written description of:
1. the scheduler's CPM scheduling system, which must be recognized in the industry as adequate for CPM Scheduling of a project of this size; and
  2. the scheduler's experience over the previous three (3) years with projects of this size and nature.
- C. COOPERATION OF JOC CONTRACTORS: To the extent necessary for the Lead JOC Contractor to reflect the JOC Contractors' proposed plan for completion of its Work in a computerized CPM Project Schedule network diagram, the JOC Contractors shall meet with and assist the Lead JOC Contractor and furnish information as directed in a Letter of Intent or otherwise directed subsequent to issuance the Purchase Order. All Work shall be done in accordance with accepted CPM planning and scheduling methods and it shall be the responsibility of all JOC Contractors to cooperate fully with the Lead JOC Contractor and with each other to create and update the CPM schedule as required. The Project Schedule, including all updates, will reflect the decisions of all JOC Contractors as to sequences, durations, construction logic, and all means and methods of construction. Each JOC Contractor must provide persons of sufficient skill and information of sufficient detail to enable the Lead JOC Contractor to prepare and update the CPM Schedule. The JOC Contractors are required to allocate to home office and field office costs sufficient financial resources to enable the JOC Contractor to fulfill their responsibilities for coordinating and cooperating in the creation and maintenance of the CPM Schedule.

D. DUE DATES: Each JOC Contractor expressly acknowledges the duty to cooperate fully with these scheduling requirements.

1. The Lead JOC Contractor on the Project shall, within seven (7) calendar days of the issuance of the Job Order, furnish each separate JOC Contractor a draft schedule of the proposed prosecution of the work under that JOC Contractor's Job Order. The Lead JOC Contractor shall prepare and submit to the Design Professional, the Client Agency and/or the Construction Manager within thirty (30) calendar days of the issuance of the Job Order, the completely integrated Project Schedule in CPM format, signed by all other Prime JOC Contractors, indicating their approval, and showing in detail, to the acceptance of the Client Agency, the proposed coordinated dates for the performance of each part of the Work under each Job Order on the Project. The submission of the Project Schedule, and all subsequent updates, shall be done by hard copy (including all requested sorts and arrangements; utilizing color print), and in electronic format (computer disk or file) containing all data files in the Primavera scheduling system used to develop the schedule. This schedule shall begin with the Initial Job Conference and end with the Job Order Completion Date.
2. **On multiple JOC Contractor Projects or single JOC Contractor Projects greater than 15 days, the Client Agency will only review and pay (if the application is otherwise acceptable) the JOC Contractor's Application for Payment #1 without an integrated Progress Schedule being submitted and accepted by the Client Agency. If there is no Project Schedule submitted and accepted after Application for Payment #1, the Client Agency may withhold payments from every JOC Contractor for the project until such time as there is an accepted Project Schedule.**

E. PRELIMINARY PROJECT SCHEDULE: The CPM Project Schedule will be developed by the Lead JOC Contractor in the form of a CPM arrow network or CPM precedence diagram from the information provided by the JOC Contractors.

1. Within seven (7) calendar days of the issuance of the Job Order, the Lead JOC Contractor shall furnish each JOC Contractor a draft progress schedule of the proposed prosecution of the Work under that JOC Contractor's Contract.
2. Within seven (7) calendar days of receipt of the Lead JOC Contractor's draft progress schedule, each separate JOC Contractor shall submit to the Lead JOC Contractor a schedule of the proposed prosecution of its Work, which the JOC Contractor has integrated with the Lead JOC Contractor's Work. The information provided by the JOC Contractors to the Lead JOC Contractor shall include all proposed sequences of operation, time estimates to complete operations, man loading, and data from subcontractors, material supplies, and vendors required for the

preparation of the Project Schedule. Each JOC Contractor shall cooperate with the Lead JOC Contractor to aid in the preparation of the draft Project Schedule. The Lead JOC Contractor may conduct a meeting with each of the other JOC Contractors to discuss details and inclusion of all of their Work in the draft Project Schedule.

3. Seasonal weather conditions shall be considered by the JOC Contractors in the planning and scheduling of all Work influenced by high or low ambient temperatures to insure the completion of the Detailed Scope of Work within the allotted Job Order Completion Time and milestone completion dates.
4. The accepted Project Schedule must meet the specified Job Order Completion Time.
5. The accepted Project Schedule shall consider and include all time durations associated with UCC Inspection criteria by the PA 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.

F. MILESTONES:

1. The Project Schedule shall identify Construction Progress Milestones for the Project. A Milestone is to signify the start and/or completion date of a specific activity that is significant to completing the Project on schedule. The Lead JOC Contractor is to fully consider the sequence of operations, time estimates and other scheduling influences of all the JOC Contractors when establishing the Milestones. By signing off on the Progress Schedule, the JOC Contractors are also agreeing to the Milestones set forth on the schedule. Any and all milestones that are not completed on schedule will require a Recovery Plan from the JOC Contractors.
2. Selected Milestones shall be taken from activities that are found within the Critical Path of the Project Schedule.
3. **Failure to provide full cooperation in the preparation of the CPM Schedule and any Updated Schedules will be sufficient reason for declaring the JOC Contractor in default.**

G. SCHEDULING INFORMATION: The following information/data for the Project Schedule will be submitted to the Lead JOC Contractor. The information to be supplied by each Prime JOC Contractor to the Lead JOC Contractor shall include, but is not limited to:

1. The Prime JOC Contractor's means and methods of construction; and
2. Job sequences; and
3. Activity durations in calendar days (excluding material deliveries and approval of shop drawings);
  - a. One (1) calendar day shall be the minimum duration.
  - b. thirty (30) calendar days shall be the maximum duration.



- c. upon written request from the Lead JOC Contractor and written approval of the Client Agency or Construction Manager, the maximum duration may be extended beyond 30 calendar days.
  4. Construction activities for display of all salient features of the Work of each JOC Contractor, including but not limited to:
    - a. placing of orders for materials; and
    - b. submission of shop drawings for approval; and
    - c. approval of shop drawings; and
    - d. delivery of material; and
    - e. all work activities to be performed by each JOC Contractor; and
    - f. priority submittal schedule.
- H. FORMATION OF FINAL PROJECT SCHEDULE: Once the Project Schedule information has been compiled, the Lead JOC Contractor will generate a fully integrated Project Schedule for the Project in draft form. If the completion date indicated on the schedule exceeds the Contract Completion Date or if there appears to be a defect in the construction sequences, duration, or logic, the information used to develop the arrow network diagram or precedence diagram will be reviewed by the Lead JOC Contractor and all other Prime JOC Contractors. After discussion and revisions of the information and data, the Lead JOC Contractor will utilize this revised data to produce a revised fully integrated Project Schedule. The procedure will be repeated as necessary to obtain a final Project Schedule that meets the Job Order Completion Date. This final Project Schedule is to be submitted to the Client Agency with the Job Order Proposal. The hard copy of the completed final Project Schedule will show:
  1. Activity identification;
  2. Activity description;
  3. Activity percentage completed;
  4. Calendar dates for early start of each activity;
  5. Calendar dates for early finish of each activity;
  6. Calendar dates for late start of each activity;
  7. Calendar dates for late finish of each activity;
  8. Individual activity float;
  9. Activities critical to completion (i.e., identify all items on the critical path) of the project on schedule;
  10. Milestones; and
  11. That the Schedule is within the contract completion duration.

All Prime JOC Contractors will sign the Project Schedule and each update to the schedule. A JOC Contractor's signature constitutes approval of the Schedule. The Lead JOC Contractor will distribute the signed Project

Schedule to all Prime JOC Contractors, the Design Professional, and submit the same to the Client Agency for review.

- 8.6 **WORK DURING FORMATION OF PROJECT SCHEDULE.** Until the final Project Schedule is signed by all JOC Contractors and accepted by the Client Agency, each JOC Contractor must proceed with the Work utilizing all the information available to them, including but not limited to coordination meetings with other JOC Contractors, 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, no JOC Contractor shall assert any claim whatsoever for any delay or additional cost incurred with the development of the Project Schedule.
- 8.7 **THE CLIENT AGENCY SHALL OWN THE FLOAT.** No float shall be used by the JOC Contractor without written directive from the Client Agency. Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the Project Schedule. Extensions of time to interim milestone dates or the Job Order Completion Time will be granted only to the extent that equitable time adjustments to the activity or activities affected by the changes in the Work or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the Job Order Completion Time. Such determination shall be made at the sole discretion of the Client Agency.
- 8.8 **SCHEDULING DISPUTES:** The Lead JOC Contractor and other JOC Contractors are responsible for coordination of the Work. Disputes between the Lead JOC Contractor and one (1) or more other JOC Contractors or disputes between two (2) or more JOC Contractors pertaining to the creation of the Project Schedule, Schedule Updates or any Recovery Schedule, the furnishing of additional resources to meet the project schedule and/or the administration of the construction shall be submitted promptly to the Client Agency or Construction Manager for a decision. The decision of the Client Agency or Construction Manager will be observed, accepted, and fully followed by all JOC Contractors and their subcontractors on the Project, subject only to the commencement of a dispute or arbitration proceeding pursuant to Disputes Article of these General Conditions. The progress of the Work, as determined by the decision, shall not be delayed while awaiting the outcome of any such dispute proceeding.
- 8.9 **MAINTAINING THE PROJECT SCHEDULE.**
- A. Each JOC Contractor shall ensure that such manpower, materials, facilities, and equipment is applied to the Work, and shall work such hours as approved, 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 other Prime JOC Contractors engaged in the Project and to insure the progress and completion of the Work within the time allowed by the Job Order and as permitted by the Client Agency.

- B. If any JOC Contractor fails to maintain progress according to the schedule or causes delay to another Prime JOC Contractor, the delaying JOC Contractor shall furnish such additional manpower, equipment, additional shifts or other measures that are necessary, or as the Lead JOC Contractor directs, to bring its operations up to schedule without any additional cost or expense to the Client Agency.
- C. If the JOC Contractor refuses or fails to keep up with the Project Schedule or fails to proceed as directed by the Client Agency, the Client Agency may note this refusal/failure in the JOC Contractor Responsibility Program. The Client Agency may also, in its sole discretion, find the JOC Contractor in breach of its Job Order and/or declare the JOC Contractor in default of its Job Order in accordance with the Termination Article of these General Conditions.

8.10 **PROJECT SCHEDULE UPDATING.** As required for a Project, the Project Schedule will be updated and issued at least once per month by the Lead JOC Contractor.

- A. **MANDATORY MONTHLY SCHEDULE UPDATE MEETING.** The Lead JOC Contractor will provide, at least once per month, updates of the Project Schedule. All JOC Contractors shall attend a Monthly Schedule Update Meeting. It is mandatory that all JOC Contractors provide their updated information to the Lead JOC Contractor seven (7) calendar days prior to the Monthly Update Meeting. The Client Agency or Construction Manager reserves the right to request additional updates, at no cost to the Client Agency, from any JOC Contractor. The Lead JOC Contractor shall provide documentation confirming the Monthly Update Meetings, stating the date, time, and attendance.
- B. At the conclusion of the Monthly Schedule Update Meeting, all information collected will be checked by the Lead JOC Contractor against the current Project Schedule. After all revisions in logic and time estimates have been noted, a hardcopy of the schedule (including all drafts necessary to reach agreement) will be generated, reviewed, and signed by all JOC Contractors to indicate their concurrence. The Updated Project Schedule will be distributed by the Lead JOC Contractor to the other JOC Contractors, the Design Professional, the Construction Manager, and the Client Agency within five (5) calendar days after the Monthly Update Meeting. The submission of Updated Project Schedule to the Client Agency and Construction Manager shall be done by hard copy (including all requested sorts and arrangements; utilizing color print), and in electronic format (computer disk or file) containing all data files in the scheduling system used to develop the schedule.
- C. Upon request, the Lead JOC Contractor shall provide to the Construction Manager or the Client Agency, in hardcopy and electronic format (format to be determined by DGS), its planning data used to develop the updates of the Schedule. This planning data includes, but is not limited to:
  - 1. Job Sequences;

2. Activity Logic;
3. Man loading;
4. Crew sizes;
5. Number of shifts planned per working day;
6. Number of crews per shift; and
7. Equipment loading.

D. As part of the Job Conference, all activities scheduled to begin in the projected work for the next two weeks will be reviewed in a schedule look- ahead.

8.11 **RECOVERY PLAN.**

- A. EVENTS THAT TRIGGER THE NEED FOR A RECOVERY PLAN: The Construction Manager or Client Agency may issue a Recovery Schedule Notice demanding that the Lead JOC Contractor, after coordinating with the other JOC Contractors, submit a Progress Recovery Plan upon the occurrence of any of the following events:
1. The progress of the Work or a single activity falls behind the contract time as shown in a currently updated and approved Project Schedule by more than fifteen (15) calendar days; or
  2. A missed milestone; or
  3. When an updated Project Schedule provides a completion date past the Job Order Completion Date; or
  4. When a late finish for any activity does not come within the time allowed by the current Project Schedule.
  5. When, in the sole opinion of the Client Agency or Construction Manager, it appears likely that the Work will not be completed within the Job Order Completion Time.
- B. The JOC Contractor(s) responsible for the occurrence will work with the Lead JOC Contractor to prepare a Recovery Plan indicating that all future activities, Project completion and occupancy dates will be met within the Job Order Completion Time. The Recovery Plan shall be developed by the JOC Contractor and received by the Client Agency or Construction Manager within three (3) calendar days of receipt of the Recovery Schedule Notice. The Recovery Schedule shall be implemented immediately unless otherwise directed by the Client Agency or Construction Manager.
- C. In order to create and maintain the Recovery Plan, the JOC Contractor(s) agree(s) to undertake, but not be limited to, some or all of the following actions at no additional cost to the Client 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.

- D. Failure of any JOC Contractor to comply with these requirements shall be considered grounds for a determination by the Client Agency that the JOC Contractor is failing to prosecute the Work with sufficient diligence to ensure its completion within the Job Order Completion Time and is failing to comply with the Job Order Completion Time provisions of the Contract. Such determination may result in the termination of the Job Order.
  - E. The Client Agency's acceptance of the Recovery Plan does not relieve the JOC Contractors of the responsibility for the accuracy of the schedule and for the JOC Contractors' obligations to meet the Contract Completion Date. The Client Agency's acceptance of the Recovery Plan does not constitute approval or warranty of the JOC Contractors' means, methods, and techniques of construction. The Client Agency reserves the right to review any Recovery Plan to determine if it satisfies the Project Schedule.
  - F. If an updated monthly Project schedule provides a completion date past the Job Order Completion Time, then a Recovery Plan is required, not an Extension of Time.
- 8.12 **REQUESTS FOR EXTENSIONS OF TIME.** All requests for Extensions of Time shall be submitted to the CM in writing on the form provided by the Administrative Procedures. Reasons substantiating the request shall be included or the request may be denied. All such requests must be filed within ten (10) calendar days of the end of the event or issue that caused the alleged delay.
- 8.13 **EFFECT OF GRANT OF EXTENSIONS OF TIME TO OTHER JOC CONTRACTORS.** Activity time delays shall not automatically merit an extension of the Job Order Completion Time of this or any other Contract. The granting of an Extension of Time to one JOC Contractor does not automatically entitle any other JOC Contractor to an Extension of Time.
- 8.14 **EXTENSIONS OF TIME AND IMPACT ON SCHEDULE.**
- A. **A Supplemental Job Order, field order or delay may not affect existing critical activities or cause non-critical activities to become critical. Supplemental Job Orders, field orders or delays may result in the Client Agency giving the JOC 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 Job Order Completion Time. The Project Schedule shall not excuse the performance of the JOC Contractor from activities not indicated on the Project Schedule.**

- B.** If the Client Agency, for any period after the commencement of On-Site Work, grants an Extension of Time to any JOC Contractor, the Lead JOC Contractor may be required by the Client Agency to prepare a revised Project Schedule and provide copies to all JOC Contractors. All JOC Contractors are required to provide the Lead JOC Contractor with information necessary to create the revised Project Schedule within seven (7) calendar days upon notice of approval of an Extension of Time. If a revised Project Schedule is requested, the Lead JOC Contractor must send the revised Project Schedule, signed by all JOC Contractors, to the Design Professional and the Client Agency within fourteen (14) calendar days of the approval of the Extension of Time.
- C.** 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 Client 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 the General Conditions of the Contract and the Administrative Procedures, both of which will be strictly enforced. To substantiate and support any timely filed requests for Extensions of Time, the JOC Contractor(s) must submit, through the Lead JOC Contractor, 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 JOC Contractor(s) 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 Client Agency in assessing responsibility for liquidated damages if any JOC Contractor causes an unjustified delay.
- D.** The Milestones shall be updated and adjusted within ten (10) calendar days of the Client Agency granting any JOC Contractor an Extension of Time. If a Recovery Plan that was accepted by the Client 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 so that the two instruments remain coordinated.
- E.** Adjusting the Project Schedule through the use of a Recovery Plan does not constitute approval by the Client Agency of any request for an Extension of Time Extension of Time and does not replace the process of seeking Extensions of Time in accordance with the Extension of Time Extension of Time paragraph in this Article of these General Conditions and the Administrative Procedures, which provisions will be strictly enforced. If a Prime JOC Contractor submits a timely filed request for an Extension of Time Extension of Time, that JOC Contractor must also submit, through the Lead

JOC Contractor, a proposed Milestone schedule with and without the asserted delay.

**The remaining paragraphs in Article 8 apply to every Project.**

- 8.15 **DELAYS AND EXTENSIONS OF TIME**. If the JOC Contractor is delayed by:
1. A Critical Activity on the current Progress Schedule that is beyond the control or responsibility of the JOC Contractor; or
  2. Labor disputes; or
  3. Fire; or
  4. Unavoidable casualties; or
  5. Delay due to suspension of work, as provided in Article 15 of these General Conditions; or
  6. Supply chain issues; or
  7. Any cause that the Client Agency determines may justify the delay;

then the Job Order Completion Time may be extended by the approval of the Client Agency, through an Extension of Time, for such reasonable time as the Client Agency may determine. The Client Agency will respond to a JOC Contractor's timely request for Extension of Time within fifteen (15) calendar days of the Client Agency's receipt of such request.

- 8.16 **UNFAVORABLE WEATHER**. Unfavorable weather, including but not limited to rain, snow, and cold or freezing weather, is not an excuse for stopping Work under the Contract. The Prime JOC Contractor shall use such methods of protection as may be necessary to continue the Work throughout the period of unfavorable weather. Any Extension of Time due to unfavorable weather conditions shall be excusable and non-compensable.
- 8.17 **EXTENSIONS OF TIME NOT AN ADMISSION OF LIABILITY FOR DELAY**. The approval of an Extension of Time only constitutes a release by the Client Agency of the Client Agency's ability to assess liquidated damages against the JOC Contractor for the number of days granted by the Extension of Time. The Client Agency's approval of an Extension of Time **shall not** be construed or interpreted by any JOC Contractor as an admission that the Client Agency is liable for delay damages. The JOC Contractor agrees that the Client Agency's grant of an Extension of Time will not be used as an admission by the Client Agency of any liability for delay in any subsequent dispute regarding delays. This Paragraph does not preclude either the JOC Contractor's rights or the Client Agency's rights to pursue a claim for damages under other provisions of the Contract Documents.

## **ARTICLE 9: SUBMITTALS**

### **9.1 Submittals.**

- A. The JOC Contractor shall submit a submittal schedule to the Design Professional for review and approval. The Design Professional shall then distribute (in accordance with the Administrative Procedures) all approved submittals to the Client Agency and consultants in accordance with the Submittal Schedule (See Paragraph 9.2). The Submittal Schedule shall be provided at the Joint Scope Meeting, or earlier with the initiation of a Job Order. If no submission schedule is provided, the Client Agency may create one for the JOC Contractor. If the Client Agency is required to create this schedule, the preparation will be assessed as a credit Supplemental Job Order against the JOC Contractor's Contract.
  
- B. Submittals shall be in accordance with the Contract Documents and include, but not be limited to, such items as:
  - 1. JOC Contractor's, Subcontractor's, manufacturers or fabricator's shop drawings.
  - 2. Descriptive literature including, but not limited to:
    - a. Catalog cuts
    - b. Diagrams
    - c. Operation charts or curves
    - d. Test reports
    - e. Samples
    - f. Operations and maintenance manual, including parts lists
    - g. Certifications
    - h. Warranties
    - i. Manufacturer
  - 3. Coordination Drawings as required.
  
- C. The Design Professional's approval of submittals does not relieve the JOC Contractor of the responsibility for any deviation from the requirements of the Detailed Scope of Work and Contract Documents, unless:
  - 1. The JOC Contractor has informed the Client Agency or Construction Manager of such deviation in writing in its letter of submission at the time of submission and the Client Agency or Construction Manager accepted such deviation; and
  - 2. The JOC Contractor has noted the deviation on the shop drawings; and
  - 3. The Design Professional has given written approval of the specific deviation. The Design Professional's approval also does not relieve the JOC Contractor from responsibility for errors or omissions in the submittals.



**If each of these three steps is not performed, the JOC Contractor will not be relieved of the responsibility for executing the Work in complete conformity with the Detailed Scope of Work and Contract Documents, even though the submittals have been approved by the Design Professional and the Client Agency.**

Failure to mention a deviation shall be construed as a non-conformance with the Detailed Scope of Work and Contract Documents. The JOC Contractor shall be responsible for all costs associated with bringing the Work back into conformance with the Detailed Scope of Work and Contract Documents, including costs incurred by the JOC Contractor, the Design Professional and the Client Agency as a result of such non-conformance.

- D. The JOC Contractor shall review, stamp its approval and submit all submittals required by the Job Order or required subsequently by the Client Agency or Design Professional in accordance with the Submittal Schedule in an orderly sequence so as to cause no delay in its Work. Submittals shall be properly identified as specified in the Administrative Procedures and in such manner as the Client Agency may require.
- E. By approving and submitting submittals, the JOC 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 Detailed Scope of Work and Contract Documents. Where field measurements and field construction criteria are not verifiable at the date of the submittal, the JOC Contractor shall ensure that dimensions will be held when constructed.
- F. The Design Professional shall review and approve the JOC Contractor's submittals within ten (10) calendar days of the submission dates established by the submittal schedule, unless the Client Agency or Construction Manager approves a different period of time in writing. The ten (10) calendar day period is the time from receipt of the submittal from the JOC Contractor to the time of the Client Agency' or Construction Manager receipt of the submittal. The Client Agency or Construction Manager shall have seven (7) business days to review and return the submittal to the Design Professional for distribution. The Design Professional's review and approval is for conformance with the design concept of the project and with the information given in the Job Order and Detailed Scope of Work. The Client Agency or Construction Manager review and acceptance is for conformance with the Detailed Scope of Work and Contract Documents. The Design Professional's approval and the Client Agency or Construction Manager acceptance of a separate item does not indicate approval of an assembly in which the item functions. The JOC Contractor shall be responsible for all costs associated with delays of the Project incurred as a result of any disapprovals and/or non- acceptance of its submittals for incompleteness.
- G. The JOC Contractor shall make any corrections required and shall resubmit the required number of corrected copies of submittals until approved. The Design Professional shall act upon the resubmission within ten (10)

calendar days of its receipt. When resubmitting submittals, the JOC Contractor shall direct specific attention to any revisions made, other than the corrections requested by the Design Professional on previous submissions, by noting such revisions on the resubmitted submittals.

- H. When resubmitting submittals, the JOC Contractor shall direct specific attention to any revisions made, other than the corrections requested by Design Professional on previous submissions, by noting such revisions on the resubmissions.
- I. The Design Professional's approval and/or the Client Agency or Construction Manager acceptance of shop drawings or samples does not relieve the JOC Contractor of responsibility for any deviation from the requirements of the Detailed Scope of Work and Contract Documents, unless the JOC Contractor has informed the Client Agency or Construction Manager in writing of such deviation at the time of submission, has noted the deviation on the submittals, and Design Professional has given written approval of the specific deviation. The Design Professional's approval also does not relieve the JOC Contractor from responsibility for errors or omissions in the submittals. Failure to mention a variation shall be construed as a non-conformance with the Detailed Scope of Work and Contract Documents. The JOC Contractor shall be responsible for all costs associated with bringing the Work back into conformance with the Detailed Scope of Work and Contract Documents, including costs incurred by any other Prime JOC Contractor, Design Professional and the Client Agency as a result of such non-conformance.
- J. No portion of the Work requiring a submittal shall be commenced until the submittal has been approved by the Design Professional and the Client Agency or Construction Manager. Any Work commenced by the JOC Contractor prior to final approval of the submittal is performed by the JOC Contractor at its own risk.

## **9.2 Submittal Schedule.**

- A. The JOC Contractor shall prepare and submit to the Design Professional and the Client Agency or Construction Manager a Submittal Schedule organized by related specification section number sequences, showing all items requiring submission. The Submittal Schedule shall be submitted in a format acceptable to the Design Professional and the Client Agency or Construction Manager. Design Professional and the Client Agency or Construction Manager may require the JOC Contractor to add and/or delete items on the Submittal Schedule at any time.
- B. The JOC Contractor's Submittal Schedule shall, at a minimum, include the following:
  - 1. Submittal breakdown by Specification Section number and division;  
and
  - 2. Scheduled date for initial submittal of item; and
  - 3. Days required after return of an approved submittal to order, fabricate

and deliver the specific item to the site.

- C. The Submittal Schedule shall be integrated and tied to the logic of activities in the Project Schedule by the JOC Contractor to ensure adequate review time is included in the activity durations for all items on the Submittal Schedule.
- D. The JOC Contractor shall comply with the Submittal Schedule and submit items within the order and dates established therein. The JOC Contractor shall not be permitted to stack the submittals in a manner that would inundate Design Professional in such a manner that the submittals cannot be reviewed and decided upon in a timely manner.
- E. Submittals relating to materials and equipment that require advanced approval shall be scheduled and submitted before the JOC Contractor issues a purchase order or otherwise acquires the materials or equipment.
- F. Drawings of component items forming a system or that are interrelated shall be organized and submitted concurrently. Certifications to be submitted with the drawings shall be so scheduled. The Submittal Schedule, if applicable, shall be coordinated with the Contract Breakdown Sheet to ensure delivery and payment requests are projected accurately.
- G. Neither the Client Agency nor its designee will be responsible for the failure of the JOC Contractor to properly schedule the process of material/product design, submittal, review, fabrication, delivery and storage/installation.
- H. The Client Agency may reasonably require the JOC Contractor to add and/or delete items on the Submittal Schedule at any time.
- I. The accepted Submittal Schedule will become a part of the Job Order and the JOC Contractor must comply with it. The JOC Contractor shall revise and update the Submittal Schedule monthly to take into account all changes and coordinate this Submittal Schedule with the Project Schedule. Each such revised edition and/or revision to the Submittal Schedule shall be resubmitted to the Client Agency or Construction Manager for acceptance.

### **9.3 Coordination and Sequencing of Submittals.**

- A. The JOC Contractor shall coordinate preparation and processing of submittals with the performance of the Work and the Project Schedule so the Work will not be delayed by the submittal process.
- B. The JOC Contractor shall coordinate and sequence different categories of submittals for the same Work and for interfacing units of Work, so that one will not be delayed by the coordination of Design Professional's review with another.
- C. No delay damages or time extensions will be granted for time lost due to late, inadequate or uncoordinated submittals nor for the time required to

resubmit late, inadequate or uncoordinated submittals.

- D. The JOC Contractor shall be responsible to determine items that will require long lead time to procure. Adequate time shall be allowed for long lead items that require submittals to be made early during the course of the Work in the Submittal Schedule and Project Schedule.
- E. No delay damages or time extensions will be granted for lack of consideration being given to long lead items.

**9.4 Acceptance of Source of Material and Subcontractors.**

- A. The JOC Contractor shall submit, within fifteen (15) days of the Effective Date of the Contract, on Client Agency form, the names and addresses of all manufacturers, producers, and subcontractors or other sources of each item of material or equipment to be used on the Project, except those specifically excluded in the specifications, and shall indicate on the form the quality of such material and equipment.

**9.5 Coordination Drawings (ONLY IF REQUIRED BY THE DETAILED SCOPE OF WORK).**

- A. The JOC Contractor shall create and update one complete composite set of Coordination Drawings to pre-plan the installation of General, HVAC, Electrical, Fire Protection, Plumbing and other Work as required.
- B. The Client Agency may consider the completion of Coordination Drawings as a condition of approval for any Application for Payment involving any material or equipment delivered or for any Work by the JOC Contractor or its subcontractors.
- C. The purpose of these Coordination Drawings is to identify coordination problems and interferences prior to installation. The JOC Contractor shall prepare and submit Coordination Drawings for any Work where close coordination is required for installation of products and materials fabricated off-site by separate subcontractors, and where limited space availability necessitates maximum utilization of space for efficient installation of different components. Coordination Drawings are required for all equipment rooms, floors, spaces and other areas in which the Work of two or more trades is to be installed and in which the potential for conflict or interference exists, or as determined by the Client Agency.
- D. The JOC Contractor shall identify a subcontractor, person or entity to facilitate the Coordination Drawing Process between impacted subcontractors such subcontractor, person or entity shall become the designated Coordination Drawing Subcontractor.
- E. The Coordination Drawing Subcontractor will prepare background drawings that will be distributed to all of the other impacted subcontractors for them to mark-up and return to the Coordination Drawing Subcontractor.

- F. At a minimum, the Coordination Drawings shall:
1. Show the Work of all subcontractors impacted; and
  2. Be drawn to a scale not smaller than 1/4" = 1'-0" (30" x 42" sheet size); and
  3. Show clearly in both plan and elevation that all Work can be installed without interference; and
  4. Show the interrelationship of equipment and systems to indicate coordination among trades; and
  5. Indicate required installation sequences; and
  6. Be based on submitted shop drawings, data files and Contract Documents, and include equipment foundations, all equipment, piping, conduit, ductwork, panels, control centers and related appurtenances.
- G. The JOC Contractor is responsible to resolve any conflicts or disputes with locations of Work items found during the preparation of the Coordination Drawings.
- H. The Coordination Drawing Subcontractor will incorporate items indicated on the marked-up drawings onto the background drawings, print and/or distribute the final Coordination Drawings or data files as the JOC Contractor may elect. One set of reproducible record prints, electronic data files (in format and media acceptable to the Client Agency) and, if requested, four sets of prints of the Coordination Drawings are to be issued to the Client Agency.
- I. Since the preparation of Coordination Drawings acceptable to the Client Agency is a contract requirement, the cost is to be included in the JOC Contractor's Adjustment Factor.

**Any Work installed prior to approval of Coordination Drawings shall be at the JOC Contractor's risk.** Subsequent relocation required to avoid interferences shall be made without additional expense or time extensions to the Client Agency.

- 9.6 Standards of Quality.** Where trade names, catalog number and manufacturers of material or equipment are specified, 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 JOC Contractor wishes to utilize material or equipment that is of the same type, but manufactured by others than those named in the specifications, the JOC 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 JOC Contractor shall submit to the Design Professional and the Client Agency, subsequent to the award of a Job Order, a request to install such material or equipment. The JOC 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 Design Professional will render a written determination to the JOC Contractor and to the Client Agency. The Client Agency must be allowed

at least fourteen (14) calendar days to review and retains the right to reject the determination. If the JOC Contractor disagrees with the Client Agency's decision, the JOC Contractor may file a dispute, but must proceed with the Work as decided by the Client Agency.

- 9.7 **Substitution of Materials. The list of proprietary items (if any) may not be considered for substitutions.** If the JOC Contractor desires to furnish materials or equipment other than that which is specified, the JOC Contractor shall submit to the Design Professional and to the Client 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 Design Professional shall render a written determination to the JOC Contractor. The Client 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 JOC 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 Client Agency is entitled to a credit for the difference between the cost of the substituted item and the item specified.

## **ARTICLE 10: PROTECTION OF PROPERTY, INSURANCE AND INDEMNIFICATION**

- 10.1 **SAFETY PRECAUTIONS AND PROGRAMS.** The JOC Contractor shall recognize that it is important to business to prevent the occurrence of incidents that lead to occupational injuries or illnesses. The JOC Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs required under its portion of the Work.
- 10.2 **SAFETY OVERVIEW.** The JOC Contractor and its subcontractor of all tiers will be responsible for the safety and security of its employees under their control and as to its area of Work.
- A. The JOC Contractor and its Subcontractor(s) of any tier shall be required to have its company Safety Program in place and implemented throughout the duration of the Contract.
  - B. The JOC Contractor will provide a written Site Safety Program, maintain injury records as required by OSHA, keep the Client Agency informed of all serious and/or lost time injuries, and make available , upon request by the Client Agency, information on injury logs, safety meetings and their topics, inspection reports and other items concerning Project safety.
  - C. The JOC Contractor will inform the Client Agency of any Federal or State inspection, and the Department will receive copies of all Federal and State inspection reports, citations, penalties, abatement dates, etc.

- D. All JOC Contractors will give full cooperation to all authorized Inspectors, who may periodically inspect the Project without notice.
- 10.3 **SAFETY OF PERSONS AND PROPERTY**. The JOC Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
- A. All employees involved in the Work and all other persons who may be affected thereby; and
  - B. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the JOC Contractor or any of its subcontractors or sub-subcontractors; and
  - C. Other property within the Contract Limits or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
  - D. All areas of the Project site where unauthorized entry or presence would present a potential hazard to the health and safety of trespassers shall be adequately posted to prevent access by unauthorized personnel.
- 10.4 **COMPLIANCE WITH SAFETY LAWS**. The JOC 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 JOC 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, Supplemental Job 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.
- 10.5 **EMPLOYEE SAFETY ORIENTATION AND SAFETY MEETINGS**.
- A. Each JOC 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.
  - B. The JOC Contractor and each Subcontractor shall also provide a company-specific basic site and safety orientation to each individual before they begin Work on the Project. This orientation shall cover general safety rules, potential hazards, site work rules, wearing of protective equipment, etc. The JOC Contractor and each Subcontractor shall keep a record of all attendees and topics discussed.
  - C. The JOC Contractor and each of its subcontractors shall hold weekly Toolbox Meetings at the Project site.

10.6 **FIRST AID TREATMENT.**

- A. The JOC Contractor shall keep on site a first aid kit supplied according to current regulations and shall have a certified person trained in first aid and CPR to cover those periods outside of normal project working hours.

10.7 **PROJECT EQUIPMENT.**

- A. Each JOC Contractor and its Subcontractor(s) will supply all necessary equipment and take the required precautions to maintain the equipment according to the current regulations and Contract Documents. The JOC Contractor shall accept the responsibility to assure that all of the necessary safety equipment is supplied and used as required.
- B. Each JOC Contractor shall clearly mark its name on each and every piece of its equipment on-site. The name shall be marked in a place on the equipment that is clearly visible.
- C. All tools, saws and mechanical equipment utilized by the JOC Contractor shall have protective safety devices in operating order when Client the equipment.

10.8 **EMPLOYEE AND VISITOR DRESS REQUIREMENTS.**

- A. All Projects shall be a hardhat Projects and, all supervisors, employees and visitors shall be required to wear a suitable hardhat while on the Project site.
- B. Other appropriate personal protective equipment shall be provided and worn as required for personal safety and protection.

10.9 **EMERGENCY NOTIFICATION.** A procedure will be established by each JOC Contractor to provide emergency communications to all individuals on the site. This procedure will not be used to handle routine calls to individuals.

10.10 **FAILURE TO COMPLY WITH SAFETY REGULATIONS.**

- A. 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.
- B. If the Client Agency notifies any JOC Contractor of any non-compliance with the provisions of this program, the JOC 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 Department.
- C. If a JOC Contractor or Subcontractor refuses to correct unsafe or unhealthy conditions or acts, the Client Agency may take one or more of the following steps:
  - 1. Cease the operation or a portion thereof until the condition is brought into compliance with the Site Safety Procedures;
  - 2. Stop payment for the Work being performed; and



3. Correct the situation Client other employees and backcharge the JOC Contractor for expenses incurred.

All costs, including but not limited to those above, associated with ensuring a safe and health conscious work environment shall be borne by the non-complying JOC Contractor and costs will be backcharged to the non-conforming JOC Contractor.

- D. Each JOC Contractor shall be responsible for payment of all fines and/or claims for damages levied for deficiencies relating to conduct of JOC Contractor's Work.

- 10.11 **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 JOC 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 JOC Contractor shall provide insurance in accordance with the special insurance provision in these General Conditions relating to "Blasting". The JOC Contractor shall be responsible for all damages caused by the use of explosives, hazardous materials and/or equipment, and blasting and shall notify the Department of any claims of damage associated with this Paragraph at the time of claim.
- 10.12 **REMEDICATION OF DAMAGES**. The JOC Contractor shall remedy all damages or loss to any property caused in whole or in part by the JOC 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 Department or Design Professional, and the damage or loss is not attributable to any fault or negligence of the JOC Contractor, then the JOC Contractor shall not provide remediation.
- 10.13 **LOADS**. The JOC Contractor shall not load or permit any part of the Work to be loaded so as to endanger the safety of persons or property.
- 10.14 **JOC Contractor's Liability Insurance**. The JOC Contractor, during the progress of the Work and until completion of the entire Contract, shall purchase and maintain from a company or companies lawfully authorized to do business in the Commonwealth of Pennsylvania, such insurance as will protect the Client Agency and the JOC Contractor from claims set forth below which may directly or indirectly arise out of or result from operations under the Job Order Contract or by a subcontractor of the JOC Contractor, or by anyone directly or indirectly employed by or a 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 JOC Contractor's employees, and claims insured by usual personal injury liability coverage;
- 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;
- D. Claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

10.15 **Insurance Limits.** 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 Closeout Inspection, whichever event occurs later.

**10.16 CERTIFICATES OF INSURANCE.**

- A. The JOC Contractor must submit to the Client Agency, prior to the Job Order being executed, Certificates of Insurance acceptable to the Client Agency. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled or changed until at least sixty (60) calendar days written notice has been given to the Client Agency. Renewal certificates must be provided to the Client Agency prior to the expiration of the prior policy as stated on the certificate. The insurance certificate shall also name the Commonwealth of Pennsylvania and the Construction Manager (if there is one on the Project) as additional insureds.
- B. Where any Sub-consultant, Subcontractor and/or Retained Design Professional provides insurance in amounts in any way less than the minimum amounts indicated here, they shall be listed as an Additional Insured under the JOC Contractor's insurance(s)

10.17 **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCES.** The JOC Contractor's comprehensive general liability insurance shall be in an amount not less than \$1,000,000 per occurrence, including accidental death, to any person and subject to the same limit for each occurrence, and in an amount not less than \$2,000,000 in the aggregate. This policy must list general aggregate and completed operations aggregate. This policy shall not have any exclusion for explosion, underground, or collapse (XC&U). The JOC Contractor's property damage liability insurance shall be in an amount not less than \$2,000,000 for each occurrence.

- A. For Subcontractors, the JOC 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, Supplemental Job Order work, and/or demobilization;

**OR**

2. Insure the activity of its Subcontractors in its own policy.

B. If required by a Special Condition, by law, or the JOC Contractor deems necessary, the JOC 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.).

A. The JOC Contractor must submit to the Client Agency, prior to the beginning of on-site work, the subcontractor's and sub-subcontractor's certificates of insurance which name the Commonwealth of Pennsylvania and Commonwealth Agency as an additional insured.

10.18 **PROPERTY INSURANCE.** The JOC Contractor shall, until all physical on-site work is complete, including Supplemental Job Order work, punch list work, demobilization or seasonal work, maintain insurance on all insurable work included in the Job Order against loss or damage by fire and lightning and those perils covered by the extended coverage endorsement. Insurable work includes work both interior and exterior of any building being constructed. The insurance (which must include Builder's Risk Insurance or an installation floater that covers all risks) must have policy limits which meet the full insurable value of the interests of the Commonwealth of Pennsylvania and the Client Agency. The JOC Contractor and all subcontractors are required to produce certificates of insurance, naming the Commonwealth of Pennsylvania and Commonwealth Agency as an additional insured.

10.19 **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** The JOC Contractor's Commercial Automobile Liability Insurance shall be in an amount not less than a \$1,000,000 Combined Single Limit (CSL) or in the alternative, provided that there is not Commercial Automobile Policy, then a separate limit under the General Liability Policy providing for \$1,000,000 Hired and Non-owned liability.

10.20 **Risk to Construction Work.** The risk of damage to the construction work is that of the JOC Contractor and surety. No claims for such loss or damage will be recognized by the Client Agency, nor will such loss or damage excuse the complete and satisfactory performance of the Job Order(s) by the JOC Contractor.

10.21 **DESIGN Professional Liability Insurance.** The Retained Design Professional and any consultants of the Retained Design Professional or the JOC Contractor required to provide sealed documents shall secure and maintain Design Professional Liability Insurance to insure its activities in connection with each Job Order requiring design services, and shall obtain, keep in force, and maintain it as required. The insurance shall have a retroactive date of placement prior to or coinciding with the date services are first provided that are governed by the terms of this Job Order and shall include, without limitation coverage for design professional services as called for in this Contract. However, if the insurance under this Article is written on a claims-made basis, it shall be maintained continuously

for a period no less than three (3) years following termination of each specific Job Order. The Retained Design Professional and any consultants shall secure and maintain Design Professional Liability Insurance with a minimum coverage of \$1,000,000, or otherwise acceptable to the Client Agency.

10.22 **Unacceptable Surety or Insurance Company.** If the surety on the bonds or the insurance company providing the required coverage becomes unsatisfactory to the Client Agency, the JOC Contractor must promptly furnish such additional security or insurance coverage as may be required to protect the interest of the Client Agency. The JOC Contractor shall, from time to time, furnish the Client 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 JOC Contractor and/or to declare the JOC Contractor in default. The Client 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 JOC Contractor. The noncompliant JOC Contractor shall be responsible for damages incurred by other Prime JOC Contractors in accordance with these General Conditions.

10.23 **Indemnification.** The JOC Contractor shall indemnify and hold harmless the Commonwealth, the Client Agency, the Construction Manager (if there is one on the Project) 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 JOC Contractor or any Subcontractor, regardless of whether or not it is caused in part by a party indemnified hereunder.

10.24 **Indemnification Not Limited by Employee Benefits Acts.** In any and all claims against the Commonwealth, the Client Agency, the Construction Manager (if there is one on the Project) or the Design Professional or any of their agents or employees, by any employee of the JOC 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 JOC Contractor or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit Acts.

10.25 **Indemnification Does Not Cover the Construction Manager's Actions.** The obligations of the JOC Contractor under this Article shall not extend to the liability of the Construction Manager (if there is one on the Project) or the Construction Manager's consultants, agents, or employees arising out of:

- A. The preparation or approval of maps, drawings, opinions, reports, surveys, Supplemental Job Orders, designs or specifications; or

- B. The giving of, or the failure to give, directions or instructions by the Construction Manager, its agents or employees, provided such giving, or failure to give, is the primary cause of the injury or damages.

10.26 **Workplace Drug and Alcohol Policy.** The Department is committed to providing a safe workplace for the workers assigned to each Job Order and Project, promoting high standards of employee health and fostering productivity. JOC Contractor shall establish a drug and alcohol policy 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. Anyone employed at the Project site will comply with the contractor's drug and alcohol policy.

The Department reserves the right to amend this specification upon written notice to the Prime JOC Contractor.

- A. **COMPLIANCE PROCEDURE:** The Department reserves the right to audit any drug and alcohol policy program required by this specification to verify compliance results within twenty-four (24) hours of the Department's notification of intent to audit. The Department shall have free right of access to all relevant records of the Prime JOC Contractor and their subcontractors for this purpose, provided such record disclosures are within the scope of the Commonwealth of Pennsylvania's Department of Health and Human Services guidelines pertaining to confidentiality of employee records.

The JOC Contractor's pre-engagement employees who receive a positive test result shall immediately leave the project site. Transportation of employees receiving a positive test result is the direct responsibility of the employing Prime JOC Contractor. Furthermore, pre-engagement employees receiving a positive test result shall not be permitted to return to the project site earlier than ninety (90) days from the date of the positive test. At that time, the employee must be tested again in accordance with the procedures specified in this Policy.

## **ARTICLE 11: CHANGES IN THE WORK**

**11.1 Changes to the Detailed Scope of Work.** The Client Agency, without invalidating the Job Order, may direct changes in the Work within the general scope of the Job Order, consisting of additions, deletions or other revisions. All such changes in the Work will be authorized by Supplemental Job Order or Field Order. Credits for Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

- A. **The JOC 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 Job Order, 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 JOC Contractor may request an Extension of Time. Adequate information and proper form submission must be provided to validate this request. The Client Agency reserves the right to deny requests not accompanied by adequate information and proper form submissions.

### **11.2 Unclassified Excavation.**

- A. Excavation, if required for this Project, 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 JOC 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.

### **11.3 Concealed Conditions.**

- A. The Client Agency recognizes two types of concealed conditions which might be encountered during the performance of the Work, namely:
  - 1. 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
  - 2. 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 JOC Contractor has seven (7) calendar days after the first observance of the concealed condition to provide written notice to the Client Agency.

The Client Agency shall investigate the concealed conditions and determine if there is a concealed condition.

- C. If the Client Agency decides that either of the two concealed conditions described above in (A) has occurred during construction, then the Job Order Price shall be equitably adjusted by Supplemental Job Order. No adjustment shall be made to the Job Order Price 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 in (A) preclude either the JOC Contractor or the Client Agency from establishing either a methodology or a quantity of work to be priced into a Supplemental Job Order before commencement and performance of Work, the Client Agency reserves the right to do any of the following:
  - 1. If only the quantity of Work is unknown, the Client Agency may issue a Supplemental Job Order to perform work in a quantity established by the Client Agency. The Client Agency will monitor the actual quantities and, upon completion of the Work, issue a second Supplemental Job Order to adjust the original quantity.
  - 2. If the Client Agency deems that either the methodology and/or scope of the Supplemental Job Order are indeterminable, the Client Agency may issue an exploratory Supplemental Job Order to determine the appropriate methodology and scope before issuing a follow-up Supplemental Job Order to complete the Work. If the Client Agency determines, after review of the results of the exploratory Supplemental Job Order, that this Supplemental Job Order was not successful in establishing the methodology or scope of work, the Client Agency may opt for performing and monitoring the entire Supplemental Job Order on a time and material force account basis. If the Client Agency decides to proceed in this manner, the JOC Contractor will be required to show proof of incurred cost as stipulated under the provisions of JOC Administrative Procedure.

**11.4 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 JOC Contractor against the Client 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 Client 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.

**11.5 Minor Changes in the Work.** the Client Agency may direct minor changes in the Work (such as minor relocations or field revisions) that the Client Agency and the JOC Contractor mutually agree do not involve an adjustment in the Job Order Price or an extension of the Job Order Completion Time and which are not inconsistent with the intent of the Detailed Scope of Work. Such changes may only be enacted by written Field Order, as provided, or by other written order. Such changes are binding on the Client Agency and the JOC Contractor. The JOC Contractor shall

carry out such Field Orders promptly.

## **ARTICLE 12: NON-CONFORMING WORK AND CORRECTIONS**

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

A. **Uncovering of Work.** If any Work has been covered which the Client Agency or its designee has not specifically requested to observe prior to being covered, the Client Agency may request to see such Work and the Work shall be promptly uncovered by the JOC Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the Client Agency by appropriate Supplemental Job Order.

B. If such Work is found to be not in accordance with the Detailed Scope of Work and Contract Documents, the JOC Contractor shall pay costs to make the Work conform and the cost of uncovering and replacement.

**12.2 Correction of Work Rejected by the Client Agency.** The JOC Contractor shall promptly correct all Work rejected by the Client Agency or its designee as defective or as failing to conform to the Detailed Scope of Work and 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 Client Agency. The JOC Contractor shall bear all costs of correcting such rejected Work, including the cost of the Design Professional's additional services and any additional cost incurred by the Client Agency and/or any other agency.

**12.3 Correction of Work after Acceptance.** If, after the date of Final Inspection and acceptance of all Work performed under the Job Order and until the expiration of warranty on the Work, any of the Work is found to be defective or nonconforming, the JOC Contractor shall correct such Work promptly after receipt of a written notice from the Client Agency, unless the Client Agency has previously given the JOC Contractor a written acceptance of this specific condition. The Client Agency should give such notice of rejection promptly after discovery of the condition. Acceptance or payment of an Application for Payment by the Client Agency shall not constitute acceptance.

**12.4 Correction at No Cost to the Client Agency.** All defective or nonconforming Work shall be promptly removed from the site, and the Work shall be corrected to comply with the Detailed Scope of Work and Contract Documents without cost to the Client Agency.

**12.5 Cost of Damage to Other JOC Contractors' Work.** The JOC Contractor shall bear



the cost of replacing all Work of any other contractor that is destroyed or damaged by the removal and/or correction of the JOC Contractor's defective or non-conforming Work.

- 12.6 Failure to Correct Defective or Non-Conforming Work.** If the JOC Contractor does not remove such defective or nonconforming Work within the time set forth by the written notice from the Client Agency, the Client Agency, in accordance with Article 12.10, may remove the defective or nonconforming Work and may store the materials or equipment at the expense of the JOC Contractor. If the JOC Contractor does not pay the cost of such removal and storage within ten (10) days from the Client Agency's request for payment, the Client Agency may, upon ten (10) additional days written notice to the JOC Contractor, sell such materials and/or equipment at auction or at private sale and, after deducting all the costs that should have been borne by the JOC Contractor pursuant to the provisions of this paragraph, shall account for the net proceeds of the sale. If such proceeds of sale do not cover all costs that the JOC Contractor should have borne, the difference shall be charged to the JOC Contractor and an appropriate Supplemental Job Order shall be issued. If the payments then or thereafter due the JOC Contractor are not sufficient to cover such amount, the JOC Contractor and/or the JOC Contractor's surety shall pay the difference to the Client Agency.
- 12.7 Investigation by the Client Agency.** The Client Agency reserves the right, upon investigation of installation of defective and/or nonconforming Work, to note this situation in the JOC Contractor Responsibility Program. The Client Agency may also, in its sole discretion, find the JOC Contractor in breach of its Job Order and/or declare the JOC Contractor in default of its Job Order in accordance with the Termination Article of these General Conditions.
- 12.8 Acceptance of Nonconforming Work.** If the Client Agency knowingly elects to accept nonconforming work, it may do so instead of requiring its removal and correction. If nonconforming work is accepted, a Supplemental Job Order for the credit shall be issued to reflect an appropriate reduction in the Job Order Price, or, if the amount is determined after final payment, it shall be paid by the JOC Contractor and/or the JOC Contractor's surety.
- 12.9 The Client Agency's Right to Carry Out the Work.** If the JOC Contractor fails to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Client Agency may, after **seven (7) days** written notice to the JOC Contractor, and without prejudice to any other remedy the Client Agency may have, correct such failures. In such case, an appropriate Supplemental Job Order shall be issued deducting from the payments then or thereafter due the JOC Contractor the cost of correcting such failures, including the cost of the Client Agency's designee's additional services made necessary by such failure. If the payments then or thereafter due the JOC Contractor are not sufficient to cover such amount, the JOC Contractor and/or the JOC Contractor's Surety shall pay the difference to the Client Agency.
- 12.10 Obligations of JOC Contractor Not Limited by this Article.** The obligations of the JOC Contractor under this Article are in addition to, and not in limitation of, any obligations imposed upon the JOC Contractor by the Contract Documents or otherwise prescribed by Law.

## **ARTICLE 13: PAYMENTS AND COMPLETION**

### **13.1 Payments**

- A. The Client Agency will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, upon the completion of the Job Order. For all other Job Orders, the Client Agency may make partial, monthly payments based on a percentage of the work completed. Before submitting an Application for Payment (Final or Partial) the JOC Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work as it relates to the agreed upon schedule of values and the dollar value for which the Application for Payment may be submitted.
- B. If required for a Job Order above \$25,000 and having a Job Order Completion Time greater than 45 days, the Client Agency reserves the right to require payments in accordance with Article 13.2 through 13.13.

### **13.2 Job Order Schedule of Values.**

- A. The language in this Article must be construed in conjunction with the detailed language of the applicable Administrative Procedure.
- B. Within ten (10) days of the Project Start Date and prior to the submission of the JOC Contractor's first Application for Payment, the JOC Contractor shall submit for the Client Agency's approval, a schedule of values in the agreed upon format, indicating values for various elements of the Work. The schedule of values must provide the aggregate total Job Order Price, divided to facilitate payments for all phases of the Project described in the Detailed Scope of Work. The Job Order schedule of values shall be prepared on AIA Form G702 & G703 – Application and Certification for Payment and supported by such data required by the Client Agency to substantiate its correctness in accordance with the following:
- C. The agreed upon schedule of values, when accepted by the Client Agency or the Construction Manager, will be used as a basis for the JOC Contractor's Application for Payments.

### **13.3 Application for Progress Payments.**

- A. During the progress of the Work, the JOC Contractor shall prepare periodic estimates of the value of the Work performed and shall submit to the Client Agency or the Construction Manager Applications for Progress Payment on the form specified by the Client Agency in the Administrative Procedures. The applications shall be supported by data contained in the Project

Schedule update substantiating the JOC Contractor's right to payment. The Client Agency or the Construction Manager will review and accept the application for validity.

- B. Stored Materials: If upon the determination of the Client Agency or the Construction Manager as to reasonableness, payments are to be made to the JOC 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 payments shall be conditioned upon submission by the JOC Contractor of Bills of Sale forms provided by the Client Agency to establish the Client Agency's title to such materials or equipment as well as the compliance with the requirements in the Administrative Procedures. The JOC 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.

**13.4 JOC Contractor Warrants Title to all Work Passes Free of Liens.** The JOC 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 Client Agency upon Final Payment by the Client 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 JOC Contractor further guarantees that no work, materials or equipment covered by an Application for Progress Payment was acquired by the JOC 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 JOC Contractor, its employees, its Suppliers or its Subcontractors.

**13.5 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:

1. An acceptance of an Application for Progress Payment; or
2. Full or partial payment to the JOC Contractor of any progress payment;  
or
3. Partial or entire use or occupancy of the Project by the Client Agency.

**13.6 Payments Withheld.**

- A. The Client Agency or the Construction Manager may decline to accept 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 Detailed Scope of Work and the Contract Documents. The Client Agency or the Construction Manager may also decline to accept 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 Client Agency from loss because of deficiency items, including but not limited to:

1. Defective work not remedied; or
2. Reasonable doubt that the Work can be completed for the unpaid balance of the Job Order Price; or
3. Reasonable indication that the Work will not be completed within the Job Order Completion Time; or
4. Unsatisfactory prosecution of the Work by the JOC Contractor; or
5. Failure of the JOC Contractor to maintain insurance; or
6. Failure of the JOC Contractor to properly submit the required submittals and forms, as required in the Administrative Procedures.

- B. If the Client Agency withholds payment from the JOC Contractor for any of the aforementioned reasons, the Client Agency will provide written notification to the JOC Contractor of the reason for withholding payment within ten (10) days of the Client Agency's receipt of the Application for Progress Payment.

The JOC Contractor may withhold payment from a Subcontractor, Supplier, or Manufacturer for a deficiency item. If payment is withheld from the Subcontractor, Supplier, or Manufacturer for such item, the JOC Contractor must notify the Subcontractor, Supplier, or Manufacturer and the Client Agency (including the Construction Manager if there is one retained on the Project) of the reason for the withholding within 10 days of the date after the JOC Contractor receives the notice of deficiency item from the Client Agency.

**13.7 Payment Made when Grounds are Resolved.** When issues for withholding payments are resolved to the Client Agency's satisfaction, payment shall be made to the JOC Contractor for the amounts withheld. The grounds for withholding payment shall be considered resolved upon the Client Agency's issuance of a letter indicating that the issue has been resolved.

**13.8 Retainage.** Prior to the issuance of each Job Order, the Client Agency must state and include in the Job Order if they intend to retain a portion of the amount due the JOC Contractor to ensure the proper performance of the Detailed Scope of Work in accordance with the Contract Documents. In computing the amount payable in accordance with this Article on any current Application for Payment:

- A. The Client Agency shall deduct and retain three percent (3%) of the then total Applications for Progress Payments until the Work has been satisfactorily completed as determined by the Client Agency. Satisfactory completion includes compliance with the Contract Documents, and meeting all Contract and Job Order obligations.**

**13.9 The Client Agency Does Not Make Payment.** If the Client Agency fails to make payment to the JOC Contractor within forty-five (45) days after receipt of an acceptable Application for Progress Payment, the JOC 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 JOC Contractor is not entitled to stop work in any event, unless the Client 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 The Federal, State, or local government failed to pay funds designated or to be designated for the specific project.

**13.10 Work Cannot be Completed Through No Fault of JOC 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 Client Agency agrees that particular items need not be completed until a subsequent date; or
- C. the Client Agency delays the acceptance of the Final Application for Payment for any unreasonable length of time, (reasonableness shall be determined by the Client Agency)

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

**13.11 Final Payment Not Due Until Conditions Met.** Neither the final payment nor any remaining retained percentage becomes due until the JOC Contractor submits to the Client Agency:

- A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Client Agency might in any way be responsible, have been paid or otherwise satisfied by the JOC Contractor; and
- B. Statements from the JOC Contractor's Surety Company and the JOC Contractor's certificate on forms satisfactory to the Client Agency as to JOC Contractor's payment of all claims for labor, materials, equipment rentals and public utility services; and
- C. If required by the Client Agency, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract or a Job Order, to the extent and in such form as is designated by the Client Agency.

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

**13.12 Release of Funds If Delay in Final Inspection Not Due to the Fault of the JOC Contractor.** If Final Inspection is materially delayed through no fault of the JOC Contractor, the Client Agency shall, upon certification by the Design Professional or by the Construction Manager if no Design Professional has been utilized on the project, make payment of the balance due for that portion of the Work fully completed and accepted by the Client Agency. Such payment will not terminate the Job Order. 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 JOC Contractor must submit to the Client 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 Client 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 Client Agency's claims against the JOC Contractor.

**13.13 Final Payment as Waiver of Claims.** The making of final payment constitutes a waiver of all claims by the Client 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 Detailed Scope of Work.

**13.14 Acceptance of Final Payment as Waiver of Claims.** The acceptance of final payment by the JOC Contractor constitutes a waiver of all claims by the JOC Contractor against the Client Agency.

**13.15 Payments Through Automated Clearing House.**

- A. The Department will make all payments to the Contractor through an Automated Clearing House (ACH).
- B. The Contractor, within ten (10) days of receiving the Contract, must include their ACH information in their user profile in the Commonwealth's PA Supplier Portal.
- C. The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the Project's payment to the invoice submitted.

- D. It is the Contractor's responsibility to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payment.

## **ARTICLE 14: PROJECT CLOSEOUT**

**14.1. CLOSEOUT GENERALLY.** Project closeout consists of a Final Inspection which is deemed to be a significant activity considered to be a Project Milestone. During the Final Inspection, a Punch List of incomplete Work will be generated as discussed at length below. The JOC Contractor must complete all Punch List items within 30 calendar days after Final Inspection. It is the JOC Contractor's responsibility to request Final Inspection.

**14.2. FINAL INSPECTION.**

- A. Final Inspection occurs within fifteen (15) days from the receipt of a written request by the JOC Contractor to the Client Agency or Construction Manager for a Final Inspection and an application for final payment. Final Inspection shall be conducted by the Client Agency or Construction Manager and the Design Professional. The JOC Contractor or its authorized representative must be present throughout the duration of the Final Inspection.
1. The Client Agency or Construction Manager has the sole authority, in light of the Project's Scope of Work, to determine whether parts or the whole of the Project are ready for a Final Inspection.
- B. If the Client Agency or Construction Manager and the Design Professional concur that the Work is at substantial completion the Design Professional, or the Construction Manager, if no Design Professional has been utilized on the project, shall issue a certificate of completion and a final certificate for payment. In such case, the Design Professional shall produce and deliver to the JOC Contractor, at Final Inspection, a list of uncompleted items and a reasonable cost of completion (Punch List).
1. The JOC Contractor shall complete all Punch List items within thirty (30) calendar days of Final Inspection.
  2. The Client Agency will make payment in full within 45 days of the submission of the accepted final application except as set out in this Article, less one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the Design Professional. Payment of any amount withheld for the completion of the Punch List shall be paid upon completion of the items in the Certificate.

## **ARTICLE 15: SUSPENSION**

- 15.1 Suspension of Work Due to Unfavorable Conditions or Weather.** If, in the judgment of the Client Agency, the JOC 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 JOC Contractor or the convenience of the Client Agency), the Client Agency or Construction Manager may issue a written notice of a temporary suspension of the Detailed Scope Work for either the whole Job Order or any part of the Detailed Scope of Work, for such temporary period as the Client Agency or Construction Manager 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 JOC Contractor may not, submit any claim for any expense or damages resulting from the suspension. The failure of the Client Agency or Construction Manager to suspend the Work does not relieve the JOC Contractor of its responsibility to perform the Work in accordance with the Contract Documents.
- 15.2 Suspension of Work due to Fault of JOC Contractor.** If the JOC Contractor fails to comply with the orders of the Client Agency or the Construction Manager relative to any particular parts of the Work, the Client Agency may issue a written notice of a temporary suspension of the Work for either the whole Job Order or any part of the Detailed Scope of Work until the orders respecting the particular parts are complied with by the JOC Contractor. In case of this type of suspension, which shall be considered due to the fault of the JOC Contractor, no Extension of Time shall be given and the JOC Contractor may not submit any claim for any expenses incurred by the JOC Contractor during the suspension period. Further, the JOC Contractor may be liable for any and all damages incurred by the Client Agency due to the JOC Contractor's actions.
- 15.3 Suspension of Work for the Convenience of the Client Agency.** The Client Agency may issue a written notice of a temporary suspension of the Detailed Scope of Work for the convenience of the Client Agency for either the whole Job Order or any part of the Detailed Scope of Work for such period of time as the Client Agency may determine to be appropriate. This Paragraph does not apply to suspensions due to unfavorable weather or to suspensions due to JOC Contractor's fault.
- A. If the performance of all or any part of the Work is suspended by the Client 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 Job Order (excluding profit) necessarily caused by such excessive suspension. The Job Order Price shall be modified in writing accordingly. The Client Agency will not pay any costs under this paragraph to the extent:
1. Performance would have been concurrently suspended by any other cause, including weather, or the fault or negligence of the JOC



Contractor; or

2. An equitable adjustment for the time period encompassed within the suspension has been provided for or excluded under any other provision of this Contract.

- B. 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 Client Agency's letter terminating the suspension.

**15.4 Resumption of Work.** When the Client Agency directs resumption of the Work under this Article, the JOC Contractor shall resume full operations within ten (10) days after the date of the Client Agency's letter terminating the suspension. The Client 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 Client Agency. Suspensions of Work as outlined in this Article shall not automatically extend the Job Order Completion Date. A request for an Extension of Time may be submitted by the JOC Contractor, setting forth its reasons for the extension, which the Client Agency will review in accordance with the Administrative Procedures governing Extensions of Time.

## **ARTICLE 16: TERMINATION OF CONTRACT and JOB ORDERS**

- 16.1 Termination for the Convenience of the Department or Client Agency.** The Department may, at any time and for any reason, terminate the Contract. The Client Agency may, at any time and for any reason, terminate a Job Order. In either case, the JOC Contractor shall be paid (and shall accept payment) for that portion of the Detailed Scope of Work 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 JOC Contractor shall be settled in accordance with the provisions of the Dispute Article of these General Conditions of the Contract.
- 16.2 Effect of Termination for the Convenience of the Client Agency.** A termination for the convenience of the Department (as to the Contract) or the Client Agency (as to the Job Order) shall be effective in the manner and at the time specified in such notice and shall be without prejudice to any claims which the Client Agency may have against the JOC Contractor. Upon receipt of such notice from the Department or Client Agency the JOC Contractor shall immediately discontinue all Work and the placing of all orders for materials and equipment, facilities and supplies in connection with the performance of this Contract. The JOC Contractor shall promptly cancel all existing orders and terminate Work under all subcontracts so far as such orders and Work are chargeable to the Job Order. The JOC Contractor shall take such measures for the protection of the property of the Client Agency, as may be directed by the Client Agency. Upon termination of the Job Order, as provided by this paragraph, full and complete adjustment and payment of all amounts due the JOC Contractor arising out of the Job Order as determined by an audit conducted by or for the Client Agency, as soon as practicable after such termination shall be made as follows:
- A. The Client Agency shall reimburse the JOC Contractor for all costs incurred to date of termination, including reasonable overhead and expense for plant, made in the performance of the Job Order, less amounts previously paid.
  - B. The Client Agency shall also reimburse the JOC Contractor for all costs to which the JOC Contractor has been subjected or is legally liable due to the termination of the Job Order, including reasonable costs related to cancellation of orders, termination of subcontracts, etc.
  - C. The Client Agency shall also reimburse the JOC Contractor for the reasonable cost of providing protection of the property of the Client Agency as directed by the termination letter.
  - D. The sum total of the payments made under this paragraph shall not exceed the Job Order Price, less payment previously made.

- E. Title to all property accruing to the Client Agency by reason of the termination of the Job Order shall immediately vest in the Client Agency and the JOC Contractor will execute and deliver all papers necessary to transfer title to the Client Agency.
- F. Coincident with making final payment, the JOC Contractor shall furnish the Client Agency with a final release.
- G. The Client Agency shall be afforded full access to all books, correspondence, data and papers of the JOC Contractor relating to the Job Order in order to determine the amount due.

**16.3 JOC Contractor's Default.** If the JOC 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 Client 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 Client Agency; or
- G. Otherwise breaches any material provision of this Contract,

then the Client Agency may, without prejudice to any of its other rights or remedies, give the JOC Contractor and its Surety written notice that the JOC Contractor has seven (7) days from the date of the Client Agency's letter to cure the default. If the JOC Contractor fails to cure the default within the specified time, the Client Agency may terminate the Job Order, between the Client Agency and the JOC Contractor, and may take possession of the site and of all materials and equipment, which has been paid for by the Client Agency as of the date of termination. The Client Agency may finish the Work by whatever method the Client Agency may deem expedient. Upon termination, the JOC Contractor is not entitled to receive any further payment until the Work is finished, at which time the JOC Contractor shall be paid any excess remaining, in accordance with the Unpaid Job Order Price Balance Paragraph below. The discretion to declare the JOC Contractor in default rests solely with the Client Agency. No party, whether bound by Contract to the Client Agency or attempting to raise a third party relationship, which this Contract specifically precludes, may state a cause of action against the Client Agency alleging the failure of the Client Agency to exercise its discretion to terminate the JOC Contractor. The Department, using the above criteria and all information provided by the Client Agency, will determine if the JOC Contractor is to be defaulted from the Design Build JOC Contract.

- 16.4 Unpaid Job Order Price Balance.** If the unpaid balance of the Job Order Price exceeds the cost of finishing the Work, including compensation for any Construction Manager's Additional Services (if one is on the Project) and any other damages that the Client Agency has incurred in accordance with the Job Order, such excess shall be paid to the Surety. If such costs exceed the unpaid balance, the JOC Contractor or the surety or both shall pay the difference to the Client Agency.
- 16.5 Surety Replacement of JOC Contractor.** If the Client Agency terminates the JOC Contractor on the Job Order, the surety will have thirty (30) days from the date of the termination letter to replace the terminated JOC Contractor with a completion contractor that is acceptable to the Client Agency.
- 16.6 Surety's Failure to Provide Replacement JOC Contractor.** If the surety fails to provide an acceptable JOC Contractor within thirty (30) days (or a mutually agreeable time period) from the date of the termination letter, the Client Agency may contract with another contractor to complete the Work in accordance with the Contract Documents.
- 16.7 The Client Agency's Right of Recovery.** the Client Agency will hold the Surety responsible for any additional cost incurred by the Client Agency as a result of the JOC Contractor's termination from the Job Order, including but not limited to, delay cost, acceleration cost, direct cost and consequential and incidental cost incurred by the Client Agency or any other contractor.

## **ARTICLE 17: DISPUTES**

- 17.1 JOC Contractor Must Carry on Work During the Dispute Process.** The JOC Contractor may note that they are performing the Work under protest and may keep records of costs during the dispute resolution process but the JOC Contractor shall not refuse to perform as directed by the Client Agency. The JOC Contractor must maintain the Project Schedule unless otherwise agreed to by the Client Agency. If the JOC Contractor fails or refuses to perform as directed, this action will constitute a breach of contract and the Client Agency may default the JOC Contractor from the Job Order and/or proceed to suspend and/or debar the JOC Contractor.
- 17.2 Dispute Resolution is a 3-Step Process.** The JOC Contractor and the Client Agency agree that any and all disputes arising out of this Contract and Job Order(s) are subject to a 3-step resolution process. The JOC Contractor and the Client Agency agree that participation in each preceding step is a condition precedent to the JOC Contractor's right to pursue any and all unresolved disputes to the next step.
- 17.3 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 Client Agency or the Construction Manager to discuss issues arising as of the following intervals of the Project:
1. 50% of the Job Order Completion Time has elapsed; and
  2. 75% of the Job Order Completion Time has elapsed; and
  3. 100% of the Job Order Completion Time has elapsed; or
  4. At any other time deemed necessary by the Client Agency.
- B. Location: The Client 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 JOC Contractor shall attend each Field Dispute Review Meeting. The Design Professional shall attend each Field Dispute Review Meeting. The Client Agency or the Construction Manager (if one is on the Project) will chair the Meeting.
- D. Procedure: As the Project progresses and the time for a FDR Meeting approaches, the Client Agency should establish the date for the meeting during the discussion at a bi-weekly Job Conference.
1. The JOC 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 Client Agency and provided to the Design 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 JOC 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 Client Agency, or in prosecuting any claim against the Client Agency.
  2. The Client Agency or the Construction Manager (if one is on the Project) shall convene the Field Dispute Review Meeting and, if necessary, ensure that attendees are introduced to each other.
    - a. The FDR Meeting shall not be subject to 2 Pa. C.S. (relating to administrative law and procedure).
    - b. Neither audio recording nor videotaping will be allowed during the FDR Meeting.

- c. No transcripts will be taken but attendees are free to take their own notes.
  - d. The Meeting may be moved out to the field for visual inspection of the condition if necessary to understand and resolve the issue.
  - e. The Client Agency will allow all parties a reasonable time to present and discuss the disputes raised in the JOC Contractor's FDR Meeting Form.
3. The JOC 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:
- a. The Work performed since the last Field Dispute Review Meeting; and
  - b. The Work to be performed in the near future; and
  - c. The status of disputes raised at the previous FDR Meeting; and
  - d. New disputes that have arisen since the previous FDR Meeting. For each new dispute:
    - i. Set forth the schedule impacts, which may only be presented Client the current Project Schedule; and
    - ii. 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 JOC Contractor believes is responsible for creating the dispute.
4. the Client Agency's representative shall present a description of:
- a. their understanding of the Work performed since the last FDR Meetings; and
  - b. the Work to be performed in the near future; and
  - c. status of disputes raised at the previous FDR Meeting; and
  - d. a response to the new dispute(s) raised by the JOC Contractor, including:
    - i. the Client Agency's view of the schedule impact, which may only be presented Client the current Project Schedule; and
    - ii. the Client Agency's response to the JOC Contractor's proposed solution; and
    - iii. the identity of the party the Client Agency believes is responsible for creating the dispute.
5. Within two weeks of the FDR Meeting, the Client 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.

6. 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.
7. **Any issue or dispute arising on the Project must be presented at the first FDR Meeting after the dispute arose. If a JOC Contractor fails to raise an issue at the appropriate FDR Meeting (i.e., an issue arising during first 50% of the Job order Completion Time must be presented at the 50% FDR Meeting and may not be presented later at the 75% FDR Meeting) then the JOC Contractor is deemed to have waived the issue.**
8. **Only claims raised during an FDR Meeting may be appealed to the Claim Settlement Conference stage.**

**17.4 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. To the extent that this language conflicts with §1712.1, the statutory language controls.

- A. Time to File A Claim: Under this second step of the process, the JOC Contractor may appeal the FDR Meeting decision by submitting a written claim to the Client Agency's contracting officer.
  1. **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 JOC Contractor fails to pursue any unresolved FDR Meeting issue to a Claim Settlement Conference within the 6-month time frame set forth below, then the JOC Contractor is deemed to have waived the issue.**
  2. **A claim accrues under this Step upon the date of the Client Agency's written decision in Step 1. If the JOC Contractor decides to appeal the decision reached at the FDR Meeting, the JOC Contractor must file an appeal of the decision to the Client Agency's contracting officer within six months of the date of the Client Agency's written decision. If the JOC Contractor fails to file a written request within this time period, the JOC Contractor is deemed to have waived its right to assert the claim in any forum. The Client Agency's contracting officer will disregard untimely claims.**
- B. Contents of the Claim: The claim filed by the JOC Contractor with the Client Agency's contracting officer shall state **all grounds** upon which the JOC Contractor asserts a controversy exists. The claim must contain, at a minimum:
  1. The Claim Settlement Conference request form set forth in the Disputes Administrative Procedure; and

2. The documentation submitted by the JOC Contractor to the Client Agency during the FDR Meeting to substantiate the JOC Contractor's view of the issue; and
  3. The Client Agency's decision.
- C. Date of the Claim Settlement Conference: The Client Agency's contracting officer or a designee will schedule a mutually convenient date and time for the Claim Settlement Conference.
- D. Attendees: All parties identified in the Claim Packet or deemed necessary by the Client Agency shall attend the Claim Settlement Conference. At a minimum, the JOC Contractor, the Design Professional and a representative from the Client Agency shall attend the Claim Settlement Conference.
- E. Procedure: The Client Agency's contracting officer or a designee will convene the Claim Settlement Conference.
1. The Claim Settlement Conference shall not be subject to 2 Pa. C.S. (relating to administrative law and procedure).
  2. Neither audio recording nor videotaping will be allowed during the Claim Settlement Conference.
  3. No transcripts will be taken but attendees are free to take their own notes.
  4. The Client Agency's contracting officer or a designee will allow all parties a reasonable time to present and discuss the issues.
  5. The JOC Contractor's representative shall present a description of the issue, including:
    - a. the factual background of the issue;
    - b. the schedule impacts, which may only be presented Client the current Project Schedule; and
    - c. the proposed solution to the dispute, including:
      - i. days needed in any Extension of Time; and/or
      - ii. damages attributed to the dispute; and
      - iii. identify the party the JOC Contractor believes is responsible for creating the dispute.
  6. the Client Agency's representative shall present a description of:
    - a. a response to the dispute(s) raised by the JOC Contractor, including:
      - i. the Client Agency's view of the schedule impact, which may only be presented Client the current Project Schedule; and
      - ii. the Client Agency's response to the JOC Contractor's proposed solution; and



- iii. the identity of the party the Client Agency believes is responsible for creating the dispute.
- 7. The Client Agency's contracting officer may 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 Client Agency's contracting officer. The parties may, during the 120 day period, mutually agree to extend the 120-day deadline. The Client Agency will confirm all agreements to extend the 120-day deadline in writing. If no decision is rendered within the 120 days of the receipt of the claim by the Client Agency's contracting officer, and the Client Agency has not confirmed in writing the parties agreement to extend the 120-day deadline, the claim is deemed to be denied on the 120<sup>th</sup> day. If extended, the Client Agency will issue written confirmation of the extension. The determination of the Client Agency's contracting officer shall be the final order of the Client Agency with regard to the contents of the Claim.

**17.5 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. To the extent that this language conflicts with §1712.1, the statutory language controls.

A. Time to File a Statement of Claim.

- 1. Within fifteen (15) days of the mailing date of the Client Agency's contracting officer's final determination denying a claim; or
- 2. Within 135 days of the date the JOC Contractor files a claim with the Client Agency's contracting officer if no final determination has been rendered and no extension has been agreed to,

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

## **ARTICLE 18: COMMISSIONING**

**18.1 Scope of Work.** If deemed necessary by the Client Agency during design, commissioning shall consist of the coordination of activities to verify that all building systems (mechanical, electrical, security, fire alarm, etc.) have been installed and are operating in accordance with the requirements specified in the Contract Documents. This scope shall also include approved installation, start-up training, testing and performance of all building equipment and systems.

**18.2 Procedure.**

- A. The specifications shall contain the commissioning specifications for each system.

- B. Within 30 days after the Job Order is issued, the JOC Contractor's Commissioning Agent (CA) will provide the Commissioning Plan to the Client Agency. This plan shall clarify in detail the schedule and responsibilities for Work to be completed during commissioning of the Project.
- C. The schedule set forth in the Commissioning Plan shall then be integrated into the Project Schedule by the first monthly update.
- D. Final commissioning will begin upon written notice from the JOC Contractor to the Commissioning Agent (with a copy sent to the Client Agency) that the system to be commissioned has been completed and is operational.

**18.3 Payment for Commissioning.**

- A. The JOC Contractor shall have a lump sum of 2% of the awarded Job Order Price (or other percentage set forth by the Client Agency in the specifications or the Detailed Scope of Work) retained as a schedule of value item on the Application for Payment for Final Commissioning.
- B. Progress payments can be submitted for systems that have been commissioned and approved by the Commissioning Agent. The total of these progress payments shall not exceed ½ of the total percentage retained for Final Commissioning.
- C. Progress payments for commissioning shall be apportioned *pro rata* based on the scheduled values of the systems or equipment to be commissioned. All Applications for Payment that request release of any amount of the total percentage retainage for Final Commissioning must be submitted for review by the Commissioning Agent.
- D. The remaining ½ of the total percentage for the Final Commissioning retainage is payable upon completion of seasonal testing results approved by the Commissioning Agent. Seasonal testing will span two seasons, to assure that commissioning addresses peak heating and cooling operation.

**ARTICLE 19: MISCELLANEOUS CONDITIONS**

**19.1 Foundations for Mechanical Equipment.** The JOC Contractor shall furnish and install foundations and supports for all equipment. Foundations and supports shall include isolation mounting for noisy and vibrating equipment. The JOC Contractor shall provide sufficient dowels or anchors in bases as required for equipment supplied under this Contract. These foundations and support shall not be those concrete slabs or that integral concrete construction noted and dimensioned on the architectural and structural drawings, which are also considered the JOC Contractor's responsibility.

**19.2 Sanitary Facilities.** The JOC Contractor shall, at its cost, provide and maintain in a

clean and sanitary condition adequate and approved sanitary facilities in accordance with O.S.H.A. requirements. All facilities shall be screened against insects. When directed by the Client Agency, the JOC Contractor shall dismantle and remove these facilities and disinfect as required. Portable chemical toilets approved by the Pennsylvania Department of Health are acceptable. Under temporary field conditions, provisions shall be made to assure not less than one toilet facility is available at all times.

- 19.3 Sanitary Facilities After Lines Installed.** As soon as soil lines and water lines have been installed inside the building and tested successfully, the JOC Contractor shall, at its cost, install two (2) lavatories and sufficient number of toilets according to the following table:

NUMBER OF WORKERS	MINIMUM NUMBER OF FACILITIES
20 or Less Workers	1
21 or More Workers	1 toilet seat and 1 urinal per 40
200 or More Workers	1 toilet seat and 1 urinal per 50

These shall be kept in working order by the JOC Contractor and in a clean and sanitary condition by the JOC Contractor. All supplies for these facilities shall be provided and restocked by the JOC Contractor.

- 19.4 Hoisting Facilities.** The JOC Contractor shall, at its cost, erect, maintain, and operate hoisting facilities. All hoisting facilities must comply with the safety regulations of the Department of Labor and Industry.

- 19.5 Temporary Ventilation.** The JOC 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 JOC Contractor. Temporary equipment used for this temporary ventilation shall produce no hazard to the Work or to any person in or near it. The JOC 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 JOC Contractor shall remove the equipment when it is no longer required, or when so directed by the Client Agency.

- 19.6 Work Beyond Limit of Detailed Scope of Work.** For purposes of performing the Work, the site is defined by the limit of the Job Order lines shown on the drawings or identified on the Detailed Scope of Work. The JOC Contractor is responsible for any work performed beyond the limit of the Job Order.

- 19.7 Advertising.** No advertising is permitted within the Work area or adjacent area. This does not apply to corporate vehicles or attire.

- 19.8 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.

**19.9 Storage and Stockpiling on Roofs.** No materials of any type may be stored or stockpiled overnight on roofs.

**19.10 Audit of Records.** The Department and/or Client Agency may, at reasonable times and places, audit the books and records of the JOC Contractor. The JOC Contractor shall maintain books and records related to the Contract for a period of three (3) years from the date of final payment. The JOC 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.

**19.11 Temporary Traffic Control.** The Project site may have active pedestrian, bike or automobile traffic adjacent to site for the entire duration of the Project. If applicable, the JOC Contractor shall, incorporate, furnish and implement the following work as part of this Project.

A. Traffic Control – Temporary Traffic Control Guidelines (PennDOT Publication 213): The needs and control of all road users (motorists, bicyclists, and pedestrians within the highway, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130 and Temporary Traffic Control Guidelines (PennDOT Publication 213) through a Temporary Traffic Control (TTC) zone shall be an essential part of highway construction, utility work, maintenance operations, and the management of traffic incidents.

Publication 213 applies to JOC Contractors; utilities; Federal, State, County, township and municipal governments; and others performing applicable construction, maintenance, emergency or utility/permit work on highways or so closely adjacent to a highway that workers, equipment or materials encroach on the highway or interfere with the normal movement of traffic.

**19.12 Reduction of Noise.** The JOC Contractor must take reasonable steps to minimize noise and shall perform work in accordance with local noise ordinances. The JOC Contractor shall perform noise-producing work in less sensitive hours of the day or week as directed by the Client Agency. The JOC 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 Client Agency and permissible by local ordinance.

**19.13 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 JOC 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 JOC 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 JOC 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 20: LEGAL MATTERS**

- 20.1 No Estoppel or Waiver of Legal Rights.** Neither the Client Agency or its designee is precluded or estopped by the measurements or accepted Applications for Payment made or given by the Client Agency from showing the true and correct amount and character of the Work performed and materials and equipment furnished by the JOC Contractor. The Client Agency may show, at any time, that any such measurements or accepted 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 Client Agency may reject the whole or any part of the aforesaid Work or materials and equipment if the measurements or accepted Applications for Payment are found or become known to be inconsistent with the terms of the Contract, or otherwise improperly given. The Client Agency may, notwithstanding any such measurements or accepted Applications for Payment, demand and recover from the JOC Contractor, its surety, or both, such damages as the Client Agency may sustain by reason of the JOC Contractor's failure to comply with the terms of the specifications and the Contract, or on account of any overpayments made on any accepted Applications for Payment. Neither the acceptance by the Client Agency nor any certificate accepted for payment of money, nor any payments for, nor acceptance of the whole or any part of the Work by the Client Agency nor any Extension of Time, nor any position taken by the Client Agency operates as a waiver of any portion of the Contract or any power herein reserved by the Client 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.
- 20.2 Law of the Place.** The Contract and all Job Orders shall be governed by the Laws of the Commonwealth of Pennsylvania.
- 20.3 Successors and Assigns.** This 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 JOC Contractor without the prior written consent of the Department.
- 20.4 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 JOC Contractor at its place of business as set forth in the Contract. Wherever the term "notice" is used, such notices, to be effective, shall be in writing and, if to the Department, 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.

- 20.5 Claims for Damages: Legal Relations and Responsibilities.** Contracts and Job Orders 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 or Job Orders be construed to authorize any person or political subdivision, not a party to this Contract or Job Orders, to maintain any lawsuit hereunder, nor shall this Contract or Job Orders be construed to constitute the basis for the maintenance of any lawsuit by any person, or political subdivision not a party hereto.
- 20.6 Royalties and Patents.** The JOC Contractor shall pay all royalties and license fees. The JOC Contractor shall defend all suits or claims for infringement of any patent rights and shall hold the Client Agency harmless from loss on account thereof.
- 20.7 Personal Responsibility and Work Opportunity Reconciliation Act.** Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 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.
- 20.8 Public Works Employment Verification Act.** The JOC Contractor is hereby notified that this contract and all Job Orders are for a public work and the JOC 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. JOC 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 Client Agency a Commonwealth Public Works Employment Verification Form available on the Client Agency's web site at [www.dgs.state.pa.gov](http://www.dgs.state.pa.gov).
- 20.9 Prevailing Minimum Wage Predetermination/Davis-Bacon and Related Acts.** The JOC Contractor is hereby notified that this Contract and all Job Orders are subject to the provisions, duties, obligations, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43P.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 JOC Contractor may not pay individuals in that classification less than the lowest rate for laborers, as set out in the predetermination.

If Davis-Bacon Wages are included and applicable to this Contract, the Contractor is hereby notified that this Contract is subject to the provisions, duties, obligations, remedies and penalties of the Davis-Bacon and Related Acts, 40 U.S.C. § 3141 et seq., as amended, which is incorporated herein by reference as if fully set forth herein and the following:

## Title 29 – Labor

### Subtitle A - Office of the Secretary of Labor

#### **Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)**

**Authority:** [5 U.S.C. 301](#); R.S. 161, 64 Stat. 1267; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; [40 U.S.C. 3141 et seq.](#); [40 U.S.C. 3145](#); [40 U.S.C. 3148](#); [40 U.S.C. 3701 et seq.](#); and the laws listed in 5.1(a) of this part; Secretary's Order No.01-2014 (Dec. 19, 2014), [79 FR 77527](#) (Dec. 24, 2014); [28 U.S.C. 2461 note](#) (Federal Civil Penalties Inflation Adjustment Act of 1990); [Pub. L. 114-74](#) at § 701, 129 Stat 584.

**Source:** [48 FR 19541](#), Apr. 29, 1983, unless otherwise noted.

#### **Subpart A - Davis-Bacon and Related Acts Provisions and Procedures**

**Source:** [48 FR 19540](#), Apr. 29, 1983, unless otherwise noted.

**Editorial Note:** Nomenclature changes to subpart A of part 5 appear at [61 FR 19984](#), May 3, 1996. § 5.5 Contract provision and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in [§ 5.1](#), the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(iv\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of this section) and the Davis-

Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(a\)\(1\)\(ii\) \(B\) or \(C\)](#) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.



**20.10 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.

**20.11 Right-to-Know Law.**

- 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 any 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:
  - a. 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
- D. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- E. 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.
- F. 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.
- G. 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.

- H. 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.
- I. 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 the RTKL.
- J. 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.

#### **20.12 Non-Appropriation Clause.**

- A. The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The JOC Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose.

#### **20.13 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.

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:

- a. Ownership of more than a five percent interest in any business; or
- b. 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 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 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.

3. 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.

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:

- a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- c. had any business license or professional license suspended or revoked;
- d. 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
- e. 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 it 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.

#### **20.14 Contractor Responsibility Provisions.**

A. 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

**APPENDIX O**  
**END USER LICENSE AGREEMENT**

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- a. As between You and FOS, You own all right, title, and interest in and to the Your Data. Except as provided in this subparagraph, FOS obtains no rights under this EULA from you in or to the Your Data, including any related intellectual property rights. You grant FOS a license to display, perform, execute, distribute and modify the Your Data to enable You to operate the Software and/or Services and provide any applicable support. Further, You consent to FOS's (i) use of anonymous or de-identified Your Data for the purposes of marketing the Software and/or Services for benchmarking purposes; (ii) use of technical data and related information, including information about your browser, to facilitate the provision of software updates, product support, and other services to you (if any) related to the Software and/or Services, and (iii) disclosure of the Your Data to comply with any request of a governmental or regulatory body (including subpoenas or court orders). You agree that these rights and licenses are royalty-free, worldwide and irrevocable (for so long as the Your Data is stored in the Software) and include a right of FOS to make the Your Data available to, and transfer such rights to, others with whom FOS has contractual relationships related to the provision of the Software, the Services and/or any support related to same.
- b. You further represent and warrant that (a) You own all right, title, and interest in and to the Your Data or have the rights and permissions necessary to use Your Data in connection with the Software and Services; and (b) You have all rights and permissions necessary to grant the rights contemplated by this EULA.
- c. If you provide any suggestions regarding the Software or the Services to FOS, we will own all right, title and interest in and to the suggestions, even if you have designated the suggestions as confidential. FOS will be entitled to use the suggestions without restriction. You hereby irrevocably assign to FOS all right, title and interest in and to the suggestions and agree to provide FOS any assistance FOS may require to document, perfect and maintain FOS's rights in the suggestions.

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**Indemnification.** You assume sole responsibility for its use of the License, the Software and/or the Services and shall defend, indemnify and hold FOS, its affiliates, and their directors, officers and employees

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**Right to Audit.** FOS reserves the right to monitor and audit Your and Your Authorized Users' use of the Software and/or Services.

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**Governing Law.** This EULA shall be construed according to, and the legal relations between the Parties shall be governed by, the laws of the State of New York, excluding its conflicts of law provisions. You and FOS agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Erie, to resolve any dispute or claim arising from this EULA.

**Amendments.** Changes to this EULA may be made by FOS by publishing revised versions of this EULA to the URL [www.simplebid.net](http://www.simplebid.net). All revisions to this EULA shall be deemed effective and binding upon You and Your Users immediately upon being published to the foregoing URL without advance notice or consent of You or Your Users.



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

**ADMINISTRATIVE PROCEDURES**

FOR THE

**JOB ORDER CONTRACT**

**DEPARTMENT OF GENERAL SERVICES  
HARRISBURG, PENNSYLVANIA**

**2022 EDITION**

# **JOB ORDER CONTRACT ADMINISTRATIVE PROCEDURES**

## **ADMINISTRATIVE PROCEDURE NO. 1**

**Correspondence**

## **ADMINISTRATIVE PROCEDURE NO. 2**

**JOC Program Orientation Meeting**

## **ADMINISTRATIVE PROCEDURE NO. 3**

**JOC Procedure for Ordering Work**

## **ADMINISTRATIVE PROCEDURE NO. 4**

**Initial Job Order Conference Meeting**

## **ADMINISTRATIVE PROCEDURE NO. 5**

**Job Conferences**

## **ADMINISTRATIVE PROCEDURE NO. 6**

**Project Master Schedule**

## **ADMINISTRATIVE PROCEDURE NO. 7**

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

## **ADMINISTRATIVE PROCEDURE NO. 8**

**Materials and Concrete Testing (All Items – General Requirements)**

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

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

**Manufacturers High Voltage Cable Test Report (Birth**

**Certificate) High Voltage Cable Field Test Report**

**HVAC Systems Balancing**

## **ADMINISTRATIVE PROCEDURE NO. 9**

**Submittals**

**ADMINISTRATIVE PROCEDURE NO. 10**

**JOC Contractor's (JOC Contractor's) Application for  
Payment Prevailing Minimum Wage Certificate - Form  
Application and Certification for Payment – Form  
Continuation Sheet - Form  
Stored Materials – Form**

**Payroll Affidavit, JOC Contractor's Certificate and Statement of Surety, Power of Attorney – Form  
Small Diverse Business and Veteran Business Enterprise Utilization Report**

**ADMINISTRATIVE PROCEDURE NO. 11**

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

**ADMINISTRATIVE PROCEDURE NO. 12**

**Request for Extension of Time Supplemental Job Order – Form**

**ADMINISTRATIVE PROCEDURE NO. 13**

**Submission Guidelines for Steel Certificates  
Steel Origin Certification: JOC Contractor –  
Form ST-1 Steel Origin Certification: Fabricator –  
Form ST-2 75% U.S. Manufacture Certification:  
Fabricator – Form  
ST-3 Not Domestically Manufactured: JOC  
Contractor –Form  
ST-4**

**ADMINISTRATIVE PROCEDURE NO. 14**

**Field Dispute Resolution Form**

**ADMINISTRATIVE PROCEDURE NO. 15**

**Utilization/Occupancy Inspection  
Certificate of Occupancy/Utilization – Form  
Final Inspection**

**Certificate of Completion and Final Payment – Form  
Closeout Inspection**

**ADMINISTRATIVE PROCEDURES NO. 16**

**Small Diverse Business / Veteran Business Enterprise Participation**

## ADMINISTRATIVE PROCEDURE NO. 1

### CORRESPONDENCE

#### A. Identification of Correspondence

1. Correspondence includes letters, transmittals and memoranda, any of which may have forms attached to them.
2. All correspondence should be digital.
3. All correspondence shall include the Project Number, as assigned by the JOC Consultant, and the JOC Contract Number the project has been entered under. Following is an example of proper identification:

Project No. (Region) – (Trade) – (Agency) – (Project Number) – (Work Order Number)  
Project No. CAP-GC-DGS-004-01  
Contract No. 43XXXXXXXX

An ER at the end of the Project Number will signify an Emergency Project.

#### B. Addressing and Distribution of Correspondence

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

##### If to Client Agency:

Appropriate Contact Name (varies per Job Order)

cc:

Design Professional (if applicable)  
Construction Manager  
JOC Consultant Account Manager

##### If to Project Site:

Construction Manager

cc:

Design Professional (if applicable)  
Client Agency  
Construction Manager  
JOC Consultant Account Manager

If to the Design Professional:

Design Professional

cc:

Client Agency  
Construction Manager  
JOC Consultant Account Manager

If to another JOC Contractor:

JOC Contractor

cc:

Design Professional (if applicable)  
Client Agency  
Construction Manager  
JOC Consultant Account Manager

If to the Construction Manager:

Construction Manager

cc:

Design Professional (if applicable)  
Client Agency  
JOC Consultant Account Manager



## ADMINISTRATIVE PROCEDURE NO.2

### JOC PROGRAM ORIENTATION MEETING

#### A. Orientation Meeting

1. The JOC Consultant will set the time, date, and place for the Orientation Meeting, which will be no later than the thirty (30) days following the Effective Date of the Contract. The JOC Contractor is required to attend the JOC Program Orientation Meeting.
2. Notification of the meeting date, time and place will be confirmed via email by the Department. Personnel from the JOC Contractor's office, such as the principal of the firm, project manager and project superintendent must attend the meeting.
3. During the Orientation Meeting, the Department, in concert with the JOC Consultant, shall conduct the order of business and discuss specific requirements of the Contract.
4. Agenda for the Orientation Meeting
  - a. Introduction of attendees.
  - b. Explanation of Administrative Procedures and associated forms, all forms may be available on the DGS website or provided to the Contractor.
  - c. The JOC Consultant will train the JOC Contractor individually on access to and use of the Simplebid ® JOC platform.
  - d. Review of Procedure for Ordering Work and Procuring Individual Job Orders
    - (1) Project Notification and Assignment
    - (2) Joint Scope Meeting
    - (3) Preparation of the Design (if required)
    - (4) Preparation of the Job Order Proposal
    - (5) Review of the Job Order Proposal
    - (6) Issuance of the Job Order
  - e. Review of the Simplebid Unit Price Book.
    - (1) Guidelines to applying the Simplebid Unit Price Book
    - (2) Commonly Used Items and Section Notes
    - (3) New Item Request Process
  - f. Design Guidelines
    - (1) Issuance of the Design Job Order
    - (2) Preliminary Design Submission
    - (3) Final Design Submission
  - g. Question and Answer Period & Open Discussion

## ADMINISTRATIVE PROCEDURE NO.3

### JOC PROCEDURE FOR ORDERING WORK

#### A. Initiation of a Job Order

1. As the need exists, the Client Agency will initiate a Job Order through the JOC Consultant's project initiation portal. Access to the project initiation portal will be granted to authorized Client Agency users. The JOC Consultant will contact the Client Agency to discuss the parameters of the Work upon receipt of a project initiation request. This initial request shall include but is not limited to:
  - a. Client Agency Email
  - b. Client Agency Phone Number
  - c. Contract Information
  - d. Facility Information
  - e. Site/Building Name
  - f. Facility Address
  - g. Budget Estimate
  - h. Project Title
  - i. Project Information
  - j. Scope of Work
  - k. Project Type
  - l. Project Trade
  - m. Are Design Services Required?
  - n. Is this a Historical Facility?
  - o. Anticipated Start Date
  - p. Will a Construction Manager be hired through the JOC Consultant? If no, indicate who the Construction Manager will be.
2. The JOC Consultant will notify the appropriate JOC Contractor based on region and trade to schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.

#### B. Joint Scope Meeting

1. The JOC Contractor JOC Consultant, Client Agency and Construction Manager shall attend the Joint Scope Meeting and discuss, at a minimum:
  - a. General scope of work and overall job order requirements.
  - b. Identification of the Lead Contractor.
  - c. Identification of the Construction Manager.
  - d. Confirmation if design will be required and if so whether the Contractor will be hiring a Design Professional or if the Client Agency will be performing the design.
  - e. Date on which the Design Documents are due, if applicable.
  - f. Requirements for professional services, sketches, drawings, and specifications.
  - g. Requirements for catalog cuts, technical data, samples, and shop drawings.

- h. Access to existing as built drawings or any relevant documentation related to the project scope.
  - i. Schedule, to include the construction duration.
  - j. Budget
  - k. Discuss any special requirements based on the funding to be utilized for the Job Order (i.e. Buy American, Build American, etc.)
  - l. Permitting.
  - m. Measurements and quantities sufficient to enable the preparation of a unit price proposal. The JOC Consultant, JOC Contractor and Client Agency representatives will walk the project site and together capture and document as much unit of measure and quantity detail as possible to be noted in Joint Scope Meeting minutes. Example: Square footage of parking lot to be constructed, Linear ft of fence to be constructed.
  - n. Presence of hazardous materials and hazardous reports if available.
  - o. Material identification and lead time considerations.
  - p. Site access considerations to include protocol for admission.
  - q. Staging Area
  - r. Disposal and reuse of materials.
  - s. Accessibility concerns and hours of operation
  - t. Access to mechanical and plumbing systems
  - u. Access to utility infrastructure
  - v. Liquidated Damages
  - w. Subcontractors
  - x. Required forms
  - y. Date on which the Job Order Proposal is due. The due date will be fourteen (14) calendar days after the request for proposal is sent to the contractor unless otherwise agreed upon as documented in the Joint Scope Meeting minutes or if a New Item Request (NIR) is needed.
2. The JOC Consultant will document, in writing, details and discussion from the Joint Scope Meeting. The Joint Scope Meeting minutes will be documented using a Joint Scope Meeting minutes template to include all items referenced in the above section.
  3. The JOC Consultant will distribute the Joint Scope Meeting minutes to the Client Agency, Construction Manager and JOC Contractor. The Client Agency, Construction Manager and JOC Contractor will each sign and date the Joint Scope Meeting minutes. Unless objected to within seven (7) calendar days the Joint Scope Meeting minutes will become final.
  4. If no design is required, and upon completion of the joint scoping process, the JOC Consultant will prepare a draft Detailed Scope of Work referencing any sketches, Design Documents, photographs, and specifications required to document accurately the work to be accomplished. The JOC Contractor shall

review the Detailed Scope of Work and request any required changes or modifications. The JOC Contractor shall sign the acceptable Detailed Scope of Work and then the JOC Consultant will distribute to the Client Agency, Construction Manager and JOC Contractor. The Client Agency and Construction Manager will each sign and date the Detailed Scope of Work and send back to the JOC Consultant for Distribution. After receiving the signed Detailed Scope of Work JOC Consultant will issue a Request for Job Order Proposal that will require the JOC Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the JOC Contractor and the Client Agency, will be the basis on which the JOC Contractor will develop its Job Order Proposal and the JOC Consultant will evaluate the same. The JOC Contractor has 14 calendar days to provide the JOC Consultant with the completed Request for Proposal, unless a due date was previously established during the Joint Scoping Meeting and captured in the meeting minutes.

5. In situations where the Client Agencies authorizes an emergency procurement using a signed declaration of emergency, the Client Agency must enter the project in the JOC Consultant's project initiation portal within 24 hours of the declared emergency. A Joint Scoping Meeting and the development of a Detailed Scope of Work as defined by Administrative Procedure Number 4 should be completed as soon as possible after the emergency is declared, to include any work completed prior to the meeting.

If during an afterhours emergency event the Contractor cannot successfully be reached utilizing their emergency contact, the Agency will contact an alternate JOC contractor of the same discipline to be in accordance with separations act. The Agency will keep a record of unsuccessful attempt to reach the JOC contractor.

### **C. Preparation of Design**

1. If Design is required and not able to be performed by the Client Agency, the Lead JOC Contractor is required to hire a Design Professional designated as a Small Business, a Request for Design Cost Proposal will be issued by the JOC Consultant to the Lead Contractor. The Lead JOC Contractor will engage the services of a Design Professional and submit the Design Cost Proposal to JOC Consultant, on or before the due date and in accordance with the Design Guidelines, to validate that the Design Cost Proposal was developed in accordance with the scope discussed at the Joint Scoping Meeting and reflected in the Joint Scope Meeting minutes. The JOC Consultant will forward the reviewed Design Cost Proposal to the Construction Manager.
  - a. If Design is required and will be performed by the Client Agency, the Client Agency becomes the Design Professional as used in the Contract Documents and will prepare the Final Design Submission in accordance with the Design Guidelines. Skip to C.4 below.
2. Upon Client Agency and Construction Manager approval of the Design Cost Proposal, the JOC Contractor will provide the Design Professional's Liability Insurance in accordance with the General Conditions and then the Client Agency will issue a Design Job Order to the Lead JOC Contractor requiring the Design Professional to prepare the Preliminary Design Submission in accordance with the Design Guidelines.
3. Upon acceptance by the Client Agency and Construction Manager of the Preliminary Design Submission, a Request for Final Design Submission will be issued to the Lead JOC Contractor. The Lead JOC Contractor's Design Professional shall prepare the Final Design Submission in accordance with the Design Guidelines.
4. Upon acceptance by the Client Agency and Construction Manager of the Final Design Submission,

the JOC Consultant will issue a Request for Job Order Proposal to the Lead JOC Contractor, and as applicable, the other JOC Contractor(s) in accordance with Administrative Procedure No. 4.

- 5 The JOC Contractor shall provide all engineering and architectural services using a Small Business Design Professional, unless the Client Agency will be self-performing design.

#### **D. Preparation of the Job Order Proposal**

1. The JOC Contractor's Job Order Proposal shall include, at a minimum:
  - a. Job Order Price Proposal
  - b. Required drawings or sketches
  - c. Construction duration
  - d. Employment Verification Act Form (E-Verify Form)
  - e. Certificate of Insurance
  - f. List of Anticipated Subcontractors
  - g. Other requested documents
2. When the Client Agency accepts the Job Order Proposal, the JOC Contractor shall submit its Contract Bond in the amount of the Job Order Price prior to the Client Agency issuing the Job Order.
3. The Job Order Price shall be the value of the approved Job Order Price Proposal.
4. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each task (unit price x quantity x Adjustment Factor).
5. The JOC Contractor will prepare Job Order Price Proposals in accordance with the following:
  - a. Pre-price Task: A task described in, and for which a unit price is set forth in, the Simplebid Unit Price Book.
  - b. New Item Request (NIR Task: Where items do not appear to exist within the Simplebid Unit Price Book, the JOC Contractor shall contact the assigned JOC Consultant Account Manager for guidance. The JOC Consultant Account Manager will recommend the use of a Simplebid Unit Price Book line item or line items to be used based on the Detailed Scope of Work. If there are no line items in the Simplebid Unit Price Book to recommend, the JOC Consultant Account Manager may direct the JOC Contractor to use the Simplebid New Item Request (NIR) tool.

Upon accessing the NIR tool, the JOC Contractor will be asked for information such as expected quantities, expected labor, material and equipment pricing, expected make or model information and other notes that describe the item being requested.

The JOC Contractor also has the option to upload digital files including cut sheets, specifications, and other relevant documents and information. Based on the information provided, the JOC Consultant Account Manager may contact the submitting JOC Contractor for additional information about the requested item. If the JOC Consultant Account Manager has sufficient information regarding the NIR, the task will be priced by the JOC Consultant's cost estimating team and added to the current version of the Simplebid Unit Price Book.

6. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Construction Manager and JOC Consultant may permit the JOC Contractor to be paid for such task using an NIR task Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.
7. JOC Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the JOC Contractor is required to pay an application fee for filing a project or any other permit fee to a municipality, State or some other governmental or regulatory agency, then the amount of such fee paid by the JOC Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The JOC Contractor shall submit written documentation of such fees. The cost of expediting services or equipment use fees are not reimbursable.
8. The JOC Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Job Order Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the JOC Contractor's Job Order Proposal should not exceed fourteen days, unless otherwise agreed upon and written in the Joint Scope Meeting minutes. On complex Job Orders, such as Job Orders requiring engineering/architectural drawings and approvals and permits, a request for price proposal will not be sent until an Agency accepts the final design. Failure to submit the Job Order Proposal by the required date may result in the JOC Contractor being entered into the Contractor Responsibility Program (CRP) which may affect all future contracting opportunities for the JOC Contractor.
9. By submitting a Job Order Proposal, the JOC Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the price submitted. It is the JOC Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Client Agency.
10. If the JOC Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

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

1. The JOC Consultant will evaluate the entire Job Order Price Proposal and compare these with the Client Agency's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
  2. The JOC Consultant may request changes to the Job Order Proposal. If requesting changes, the JOC
- Job Order Contracting Administrative Procedures

Consultant will notify the JOC Contractor of the proposed changes, at which point, the JOC Consultant and JOC Contractor will discuss the proposed revisions and agree on the changes to the Job Order Proposal. If a revised Job Order Proposal is required, and unless otherwise stated by the JOC Consultant, the revised Job Order Proposal shall be due no later than forty-eight (48) hours after the agreement on the changes. The JOC Contractor shall revise the Job Order Proposal and resubmit on or before the due date.

3. The Client Agency and/or the JOC Consultant reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Client Agency also reserves the right not to issue a Job Order if it is determined to be in the best interest of the Client Agency. The Client Agency may perform such work by other means. The JOC Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Client Agency.
4. Upon any task or price discrepancies the JOC Consultant reserves the right to conduct a Joint Price Proposal Review which must be attended by the JOC Contractor, Construction Manager and the Client Agency. Should any task or price discrepancies be unresolved, the JOC Consultant has the final determination on the application of the Unit Price Book as it relates to the Job Order Proposal.
5. By submitting a Job Order Proposal, the JOC Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the lump sum price submitted. It is the JOC Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal prior to delivering it to the JOC Consultant.
6. Each Job Order provided to the JOC Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Purchase Order, delivered to the JOC Contractor constitutes the Client Agency's acceptance of the JOC Contractor's Job Order Proposal.
7. Job Orders that remain active for more than 90 days without a Purchase Order being created by the Client Agency may be subject to being marked as on hold.
8. In the event that the Client Agency declares an emergency, the Client Agency and JOC Contractor shall be required to follow the procedures for Emergency Procurements of Construction as defined by [Part IV Chapter 04 of the Procurement Handbook](#). The JOC Contractor shall begin work as directed by the Client Agency notwithstanding the absence of a fully developed Request for Job Order Proposal, Detailed Scope of Work, or Job Order. The JOC Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

#### **F. Updates to the Simplebid Unit Price Book**

1. The Simplebid Unit Price Book issued with the Request for Proposal will be in effect for the first year of the Job Order Contract.
2. The Unit Price Book will be updated at the discretion of DGS but no less than annually. The Simplebid Unit Price Book accompanies each anniversary shall only apply to Job Orders issued after the effective date of that specific renewal option and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option.

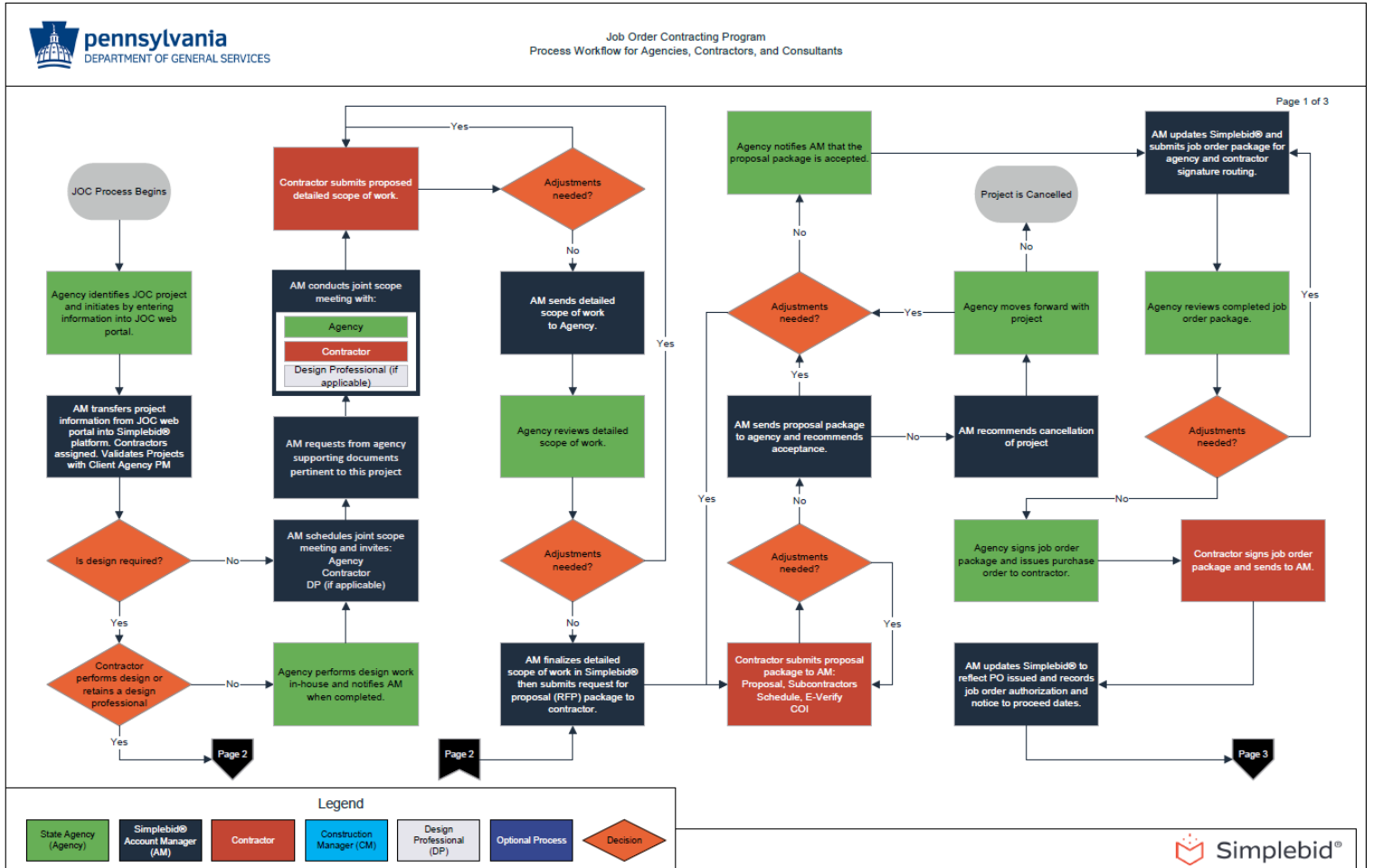
3. The Department reserves that right to allow for a grace period of no more than 45 days after the new Simplebid Unit Price Book is updated to allow for Job Order Proposals to be processed which were created from the previous Simplebid Unit Price Book.
4. The Adjustment Factors submitted with the Cost Submission Form as part of the Request for Proposal shall be used for the fullterm of the Job Order Contract.
5. The JOC Contractor shall use the Simplebid Unit Price Book in effect on the date that the Job Order is initiated. Job Orders that remain active for more than 90 days without a Purchase Order being created by the Client Agency may be subject to being marked as on hold.

#### **G. Job Order Contracting License**

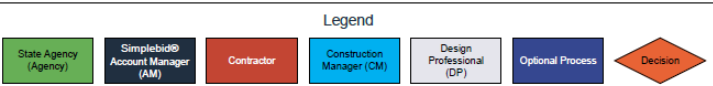
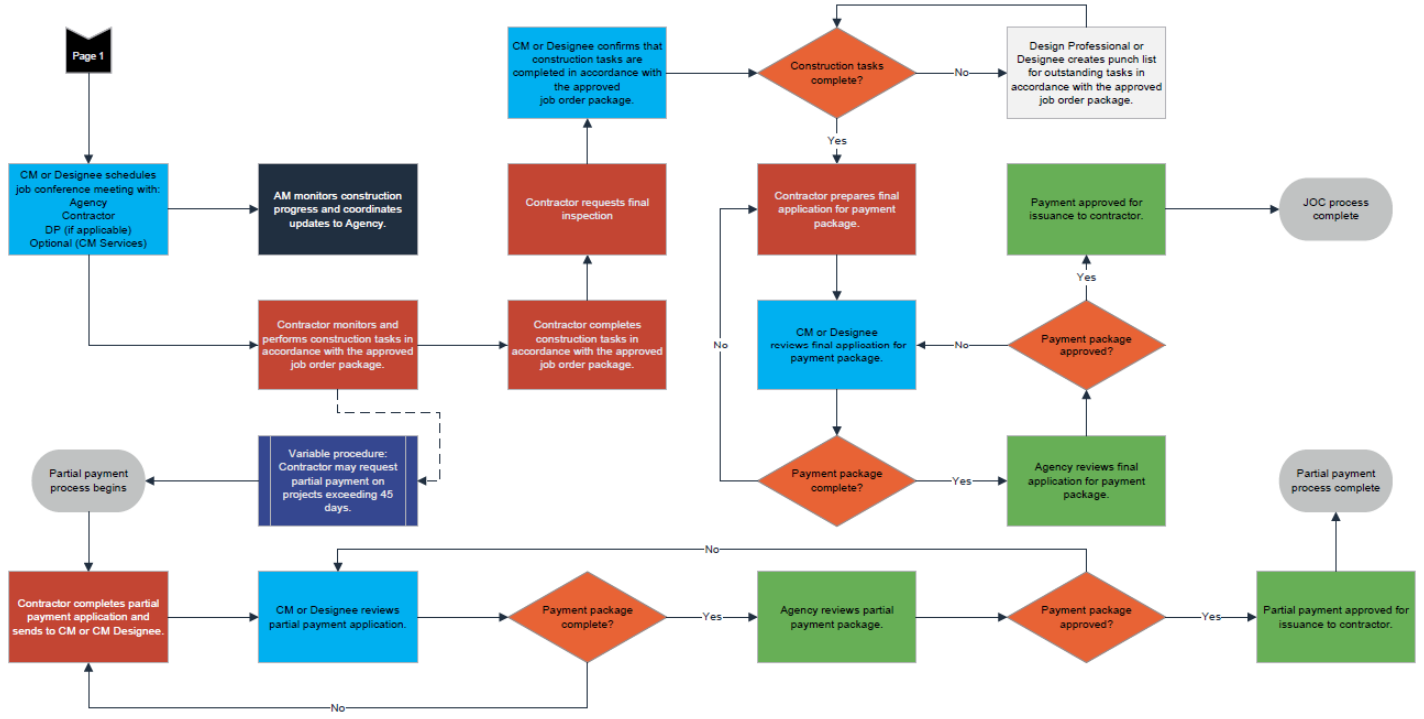
1. The Department selected FOS of CannonDesign's (FOS) Simplebid job order contracting platform for the JOC program. The Simplebid™ platform includes FOS' proprietary Simplebid™ JOC software (JOC Application) and unit price book (Simplebid™ book), which shall be used by the JOC Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the Department. The JOC Contractor shall be required to agree to the Simplebid End User License Agreement (EULA) via a click through agreement upon logging into the Simplebid software. The Simplebid EULA may also be made available to JOC Contractors upon request.



# H. Job Order Contracting Program Process Workflow







**ADMINISTRATIVE PROCEDURE NO. 4**  
**INITIAL JOB ORDER CONFERENCE**

**A. Scheduling of the Initial Job Order Conference**

1. With the exception of an Emergency Projects, the Construction Manager will contact the JOC Contractor to schedule Initial Job Order Conference to discuss construction operations, activities, and sequence of events.
2. The JOC Contractor' Project Manager (or equivalent) is required to attend the scheduled Initial Job Order Conference. The Construction Manager, Client Agency, Design Professional (if applicable) and each Subcontractor submittedwith the Job Order Proposal must also attend the meeting.

**B. Initial Job Order Conference**

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

Distribution of the Initial Job Order Conference Meeting Report will be made by the Construction Manager or designee, as follows:

All attendees and invitees as noted above as well as:

- Client Agency
  - JOC Consultant Account Manager
  - Project File
6. The Submittal Schedule must be addressed at this Initial Job Order Conference (or earlier if authorized in a Letter of Intent) by the JOC Contractor and the Design Professional (if applicable) in accordancewith the General Conditions for the JOC Contracts. The Submittal Schedule must be submitted bythe Design Professional to the Construction Manager on or before the first Regular Job Conference held after the Initial Job Order Conference. The Submittal Schedule activities shall also

be included, integrated, and tied to the logic of other activities in the Project Schedule by the JOC Contractor.

7. Agenda for the Initial Job Order Conference

a. Introduction of attendees.

b. Review of Special Requirements, which may include:

- (1) Protection of the Environment
- (2) Asbestos
- (3) Parking
- (4) Office for JOC Contractor
- (5) Temporary Heat
- (6) Existing Utilities
- (7) Working Hours
- (8) Operation and Maintenance Instructions/Manuals
- (9) Small Diverse Business / Veteran Business Enterprise Participation
- (10) Contractor Integrity Provision
- (11) Debarment, Suspension and Other Responsibilities
- (12) Excavation
- (13) Roof Deck
- (14) Product Discrimination
- (15) Mobilization
- (16) Steel Products Procurement Act
- (17) Insurance Coverage
- (18) Privity of Contract
- (19) Public Works Employment Verification Act
- (20) Weather or natural conditions related considerations
- (21) Supply chain or material concerns
- (22) Other

c. General Remarks

- (23) Safety
- (24) Discrepancies
- (25) Coordination

d. General Information

- (26) Project Sign
- (27) Progress Photographs
- (28) Roof Bond/Warranties
- (29) Concrete
- (30) As-Built Record Drawings
- (31) Project Supervision
- (32) Miscellaneous

e. Permits, Fees, Notices+

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

g. Review of General Conditions

h. Draft Project Master Schedule

i. General Comments

8. The Construction Manager shall prepare detailed meeting minutes based on the list of all topics to be included with the meeting agenda. The meeting minutes shall be distributed by the Construction Manager to the Client Agency, the JOC Contractor, and the JOC Consultant Account Manager.

9. If the Client Agency is acting as the Construction Manager, the JOC Consultant is under no contractual requirement to attend any job conferences.

## ADMINISTRATIVE PROCEDURE NO. 5

### JOB CONFERENCES

#### A. General Information Concerning Job Conferences

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

\* Special Job Conferences are scheduled by the Construction Manager.

2. The following representatives may attend any Job Conference, but are not required to be present unless warranted by circumstance:
  - Facility
  - Testing Laboratory Technicians
  - Other representatives, as appropriate (determined by Client Agency)
3. The Construction Manager will keep a record and distribute the proceedings of Job Conferences. The meeting record – Job Conference Report – shall be distributed to each addressee listed on the record within five business days of the Job Conference.
4. Failure to attend any Job Conference is a violation of the Contract as indicated in the General Conditions of Contract. If the JOC Contractor does not attend the Job Conference, they may be subject to termination of the Job Order, unless absence is excused by the Construction Manager.
5. If the Client Agency is acting as the Construction Manager, the JOC Consultant is not under any contractual requirement to attend any job conferences.

#### B. Regular Job Conference

1. Job Conferences may be held as often as necessary, however, in no case less than bi-weekly.
2. The Construction Manager, or designee, may conduct Job Conferences. The number of Job Conferences and interval between each conference will depend on the complexity of the Detailed Scope of Work. These Job Conferences shall be attended by those described above.

3. The agenda of a Regular Job Conference shall include, at a minimum, the following:
  - a. General Review of Previous Report
  - b. Unsatisfactory conditions and/or workmanship, as noted on previous Job Conference Reports, must be noted when corrected by the JOC Contractor in the minutes of the first report following the correction. The manner in which the correction was made should also be noted in the minutes. The unsatisfactory item will be included as an item in each report until the issue is corrected. General discussion of Job Conditions
  - c. Review of past due Shop Drawings
  - d. Review of outstanding Changes in the Work requiring Supplemental Job Orders
  - e. Review of Progress Schedule
    - i. Special attention will be given to items that are behind schedule.
  - f. Projected work for the next bi-weekly period
  - g. Delays
    - i. The JOC Contractor should pay special attention to ensure that delays are documented on the Job Conference Reports since the Construction Manager will review the minutes of the Job Conferences in reviewing the JOC Contractor's request for any Extension of Time.
  - h. General Information will be inserted onto the written Job Conference Reports, such as percentage of elapsed time for project, percentage of payment for project, percentage of job completion for project (based upon physical inspection), date, time and place of next job conference and name of person who prepared the Report.
4. Job Conference Reports will be distributed by the CM to the following within five business days of the job conference:
  - Design Professional (if applicable)
  - JOC Contractor
  - Project Site
  - Client Agency
  - JOC Consultant Account Manager

C. Special Job Conferences

1. The Client Agency or Construction Manager may call a Special Job Conference to consider any emergency or unusual job condition. Only the subject(s) mentioned in the request for the Special Job Conference shall be discussed.



**ADMINISTRATIVE PROCEDURE NO.6**  
**PROJECT MASTER SCHEDULE**

- A. As requested for a Job Order, the JOC Contractor shall prepare and submit a construction schedule in a format requested by the Client Agency or Construction Manager, including but limited to, bar chart (Gantt chart) format, Critical Path Method (CPM), and/or in conjunction with the remainder of this Administrative Procedure. The majority of Project schedules will be in bar chart (Gantt chart) format. However, depending on the complexity of the Detailed Scope of Work, the Client Agency or Construction Manager will request the Contractor prepare a schedule Client the Critical Path Method in accordance with the remainder of this Administrative Procedure.
- B. Critical Path Method Schedule (CPM) The Critical Path Method Schedule shall be developed, prepared, and submitted in accordance with the same requirements and time frames as required by the General Conditions of the JOC Contract and the Administrative Procedures, in addition to the following:
1. The CPM Scheduling system is to be implemented by the JOC Contractor, utilizing the services of a qualified subcontractor or its own in-house staff. If the JOC Contractor is Client in-house staff, the JOC Contractor must provide evidence of having computer hardware and software standard in the industry for CPM scheduling and must also provide evidence it, or its subcontractor, has at least five years scheduling experience with projects of the same size and nature.
  2. The JOC Contractor shall complete all work in accordance with the accepted CPM Schedule. The CPM Schedule will reflect the decisions of the JOC Contractor as to sequence, duration, construction logic and all means and methods of construction.
  3. The CPM Schedule shall be reviewed at the Initial Job Conference, or earlier as required in a Letter of Intent. The Construction Manager will only review and the Client Agency will only pay (if the application is otherwise acceptable) the JOC Contractor's Application for Payment with a fully integrated Master Project Schedule being submitted and accepted by the Construction Manager. If there is no Master Project Schedule submitted and accepted, the Client Agency, at the recommendation of the Construction Manager, will withhold payments from the JOC Contractor until such time as there is an accepted Master Project Schedule. Since it is the JOC Contractor's affirmative duty to coordinate the Work and prepare the Master Project Schedule, any delay to the Project due to not having an acceptable Master Project Schedule will be attributable to the JOC Contractor.
  4. The Construction Manager will not automatically grant an extension of time due to activity time delays. As a Supplemental Job Order or delay may result in only absorbing part of the available total float that may exist within an activity or chain of activities, the modification or delay may not affect existing critical activities or interim milestone dates or cause non-critical activities to

become critical.

5. The Client Agency owns the float. No float shall be used by the JOC Contractor without written directive from the Client Agency. Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the Master Project Schedule. Extensions of time to interim milestone dates or the Job Order Completion Time will be considered only to the extent that equitable time adjustments to the activity or activities affected by the change in the work or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the Job Order Completion Time.
6. If the time limits set for preparation and submission of the Master Project Schedule are not met, the Construction Manager will prepare the schedule, which must be adhered to by the JOC Contractor. The costs incurred by Construction Manager in preparing the schedule will be assessed to the JOC Contractor by credit Supplemental Job Order.

#### 7. General Information

- a. List items of construction as they will be installed. When more than one building, level or floor is included, each building, level or floor shall be listed separately. The Master Project Schedule must also include critical submittals, submissions of shop drawings for approval, approval of shop drawings, placing of orders for materials and delivery of materials.
- b. The JOC Contractor is responsible for assuring that any/all subcontract work, as well as work performed by its own forces, is included in the schedule.
- c. The Master Project Schedule shall reflect Early Start/Early Finish Dates, Late Start/Late Finish Dates and available float or slack time for each and every activity.
- d. From the activities of the various contracts critical to the Job Order Completion Time, the JOC Contractor shall identify and incorporate construction progress milestones for the Project into the Master Project Schedule in accordance with the General Conditions of the Contract. The milestones are to signify the start date or completion date of a specific activity that is critical to the completion of the Project on schedule. The JOC Contractor must show at least one milestone in each month of the scheduled construction period.

## ADMINISTRATIVE PROCEDURE NO.7

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

- A. The JOC Contractor shall prepare and submit Request for Approval of Materials and/or Subcontractors (“Approval Form”) as required by the General Conditions of the JOC Contract and this Administrative Procedure.
- B. If the JOC Contractor wishes to provide an “equal,” it must check the appropriate block on the Approval Form. The “equal” submission shall fulfill the requirements of the JOC Contract General Conditions.
- C. The JOC Contractor shall also submit a copy of every subcontract with a Small Diverse Business or Veteran Business Enterprise to DGS’s Bureau of Diversity, Inclusion and Small Business Opportunities.
- D. For purchase orders, the JOC Contractor shall submit one original certification, on the JOC Contractor’s letterhead, with language identical to that set forth in the sample letter (which is included as part of this Administrative Procedure) certifying the JOC Contractor’s compliance with the terms set forth in the letter. The language required in this letter by this Administrative Procedure shall not be altered.
- E. This one certification letter, which shall certify compliance for all purchase orders issued on the Project, shall be submitted to the Construction Manager for the Project when the JOC Contractor submits the first Approval Form identifying Suppliers.
- F. The JOC Contractor must submit a copy of each executed purchase order that is issued to a Small Diverse Business or Veteran Business Enterprise Supplier and Small Diverse Business or Veteran Business Enterprise Manufacturer showing the dollar value of the purchase order. All purchase orders for Small Diverse Business or Veteran Business Enterprise non stocking suppliers shall include the fee or commission charged by the Small Diverse Business or Veteran Business Enterprise non stocking supplier for assistance in the procurement in materials and supplies.
- G. If the JOC Contractor has a financial interest in a Subcontractor, Supplier or Manufacturer, it must disclose its relationship to the Subcontractor, Supplier or Manufacturer on the Approval Form in the block “Relation to JOC Contractor” in accordance with the Subcontractor Article of the General Conditions.
- H. Prior to the commencement of work by any Subcontractor, the JOC Contractor must submit two copies of the subcontract, in accordance with the Subcontractor Article of the JOC General Conditions, to the Construction Manager. The Construction Manager shall retain one copy for the Project file and forward one copy to the Client Agency.
- I. If the JOC Contractor desires to provide a “substitution,” it must check the appropriate block on the Approval Form. The “substitution” submission shall fulfill the requirements of the JOC Contract General Conditions. The JOC Contractor must also attach a “Letter of Certification” identical to the sample provided in this Administrative Procedure.
- J. The JOC Contractor shall number each submission and each page within each submission

consecutively and shall give resubmissions the same number as the original submission.

- K. The JOC Contractor shall attach a copy of the Certification for Welders and a copy of the License for Blasters (if blasting is permitted) to the Approval Form, when submitted.
- L. Only the types indicated on the Approval Form will be permitted in the box titled "Type of Approval."
- M. The JOC Contractor shall submit the original and four copies of the Approval Form by letter of transmittal to the Design Professional, with a copy to the Construction Manager or designee. Only the letter of transmittal for the Approval Forms must be provided to others specified in Administrative Procedure No. 1 regarding distribution of correspondence.
- N. The Construction Manager or designee shall review the copy of the Approval Form for compliance immediately upon receipt. If any discrepancies are found, the Construction Manager shall notify the Design Professional by telephone or fax.
- O. It is the Design Professional's responsibility to check each item for conformity with the requirements of the specifications. The Design Professional will fully acquaint itself with the submitted manufacturer, producer, fabricator, material, equipment, and other pertinent items prior to making any specific remark or recommendation.
- P. The Design Professional will indicate on the Approval Form whether each item is approved, disapproved (with the reason), or that approval is withheld, pending submission of additional qualifying material or information (catalog cuts, engineering data, test data, etc.) from the JOC Contractor. The Design Professional must indicate which specific information is required by checking the appropriate box on the Approval Form. If information has been included with the submission, the Design Professional should check the block "W/ Approval Form." When approval is withheld pending receipt of additional qualifying material or information from the JOC Contractor, the Design Professional shall instruct the JOC Contractor to resubmit the item of material or work on a new Approval Form, which must contain the original submission number.
- Q. The Design Professional's signature on the bottom of the Approval Form constitutes its approval, subject to final approval of sample, shop drawings or catalog data, certification, test report, or other information, when such additional information is required. The Design Professional will also ensure compliance with these Administrative Procedures in the proper execution of the form. The Design Professional shall forward the Approval Form to the Construction Manager for review.
- R. The Design Professional will make distribution of the approved Approval Form as follows:
  - 1. Original to the Client Agency
  - 2. One copy to Construction Manager (if one is on the Project)
  - 3. One copy to the JOC Contractor

(Must appear on JOC Contractor's Letterhead)

Project No. \_\_\_\_\_(R)

Contract No.

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

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

**Certification**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name Here

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(Use Company Letterhead)

LETTER OF CERTIFICATION

Project No. \_\_\_\_\_ ( R )  
Contract NO. \_\_\_\_\_  
Location of Project \_\_\_\_\_  
Description of Project \_\_\_\_\_

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

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

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

A cost statement is included.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name Here

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

## ADMINISTRATIVE PROCEDURE NO.8

### MATERIALS AND CONCRETE TESTING (ALL ITEMS-GENERAL REQUIREMENTS) FORM

#### MATERIALS TESTING (SELECTION OF TESTING LABORATORY) CONCRETE TESTING (APPROVAL OF MIX COMPUTATIONS)

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

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

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

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

DM – Design Mix

PC – Precast Concrete

PS – Pre-stressed Concrete

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

##### **The Design Professional shall:**

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

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

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

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

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

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

1. The JOC Contractor will ensure the Cable Test Report (Birth Certificate) is in compliance with the Contract Documents. The JOC Contractor must submit six copies of the report to the Design Professional. The JOC Contractor must copy the Client Agency, the Construction Manager and Construction Manager (if there is one on the Project) on the transmittal letter to the Design Professional.
2. The Design Professional will review the report for compliance with the Contract Documents, affix its stamp of approval directly to each copy of the report, and forward original and electronic copy to the Client Agency or its designee. Only a stamp as indicated in the sample provided in Administrative Procedure No. 9 will be accepted.
3. High Voltage Cable may not be installed until the Manufacturer's Cable Test Reports are accepted by the Client Agency or its designee.
4. If the report is disapproved by the Design Professional, it shall be returned to the JOC Contractor with a letter of explanation. Copies of this correspondence must be sent to the Client Agency and the Construction Manager.
5. If the report is not accepted by the Client Agency or its designee, it shall be returned to the JOC Contractor with a letter of explanation. Copies of this correspondence must be sent to the Design Professional.



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

1. The JOC Contractor shall submit one original and five copies of the report to the Design Professional, by letter of transmittal. The JOC Contractor must provide a copy to the Client Agency, the Construction Manager and Construction Manager (if there is one on the Project).
2. The Design Professional shall, upon receipt of the Field Test Report from the JOC Contractor, review it for compliance with testing procedures and Contract Documents. If approved, the Design Professional will affix its stamp of approval directly to each copy of the report and forward all copies to the Construction Manager. Only a stamp as indicated in the sample provided in Administrative Procedure No9 will be accepted.
3. Payment for High Voltage Cable will be made only after the Manufacturer's Test Report is approved, cable is installed, and the Field Test Report is approved by the Design Professional and reviewed by the Client Agency or its designee.
4. If the report is disapproved, the Design Professional shall advise the JOC Contractor of the appropriate corrective action to assure compliance with the Contract Documents. When the Field Test Report is approved, the Design Professional will distribute it in accordance with Paragraph "2" above.
5. If the report is not accepted by the Client Agency or its designee, it shall be returned to the JOC Contractor with a letter of explanation. Copies of this correspondence must be sent to the Design Professional.

**F. HVAC Systems Balancing Report**

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

Contractor shall be responsible for the re-testing and re-balancing of any and all zones affected by the corrective action. The JOC Contractor shall then re-submit, to the Design Professional, a Balancing Report for these areas in accordance with paragraph "1" above. The Design Professional shall review, approve and distribute this Balancing Report in accordance with paragraph "2" above.

5. Payment for test and balancing activity(ies) will not be made until the report(s) are accepted by the Client Agency or its designee.

## ADMINISTRATIVE PROCEDURE NO. 9

### SUBMITTALS

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

period is the time from receipt of the submittal from the JOC Contractor to the time of the Construction Manager's receipt of the submittal. The Construction Manager shall have seven (7) business days to review and return the submittal to the Design Professional for distribution. The Design Professional's review and approval is for conformance with the design concept of the project and with the information given in the Job Order and Detailed Scope of Work. The Construction Manager review and acceptance is for conformance with the Detailed Scope of Work and Contract Documents. The Design Professional's approval and the Construction Manager's acceptance of a separate item does not indicate approval of an assembly in which the item functions. The JOC Contractor shall be responsible for all costs associated with delays of the Project incurred as a result of any disapprovals and/or non- acceptance of its submittals for incompleteness.

- I. The JOC Contractor shall make any corrections required by the Design Professional and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The resubmission shall be acted upon by the Design Professional within ten (10) days of its receipt, unless the Client Agency or Construction Manager approves a different period of time. The resubmission of submittals by the JOC Contractor and subsequent review by the Design Professional shall be in accordance with Article 9 of the General Conditions of the JOC Contract: Submittals.
- J. When resubmitting submittals, the JOC Contractor shall direct specific attention to any revisions made, other than the corrections requested by Design Professional on previous submissions, by noting such revisions on the resubmissions.
- K. Distribution by the Design Professional of the Final Accepted Shop Drawings or Catalog Data shall be as follows.
  - JOC Contractor – Three Sets
  - Design Professional – One Set
  - Construction Manager – One Set
  - Commissioning Agent (if any – One Set
  - Project File – One Set \*

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

- L. The JOC Contractor must maintain at the site one copy of all drawings, etc. Drawings shall be updated daily to indicate As-Built Record Drawing conditions in accordance with the General Conditions.
- M. Any work commenced by the JOC Contractor prior to final approval of the submittals by the Design Professional and acceptance by the Construction Manager is performed by the JOC Contractor at its own risk.

N. Indicated below is a sample of the “Approval Stamp” to be utilized by the Design Professional in the review and approval process of all submissions. **Only a stamp with the language as indicated in this sample will be accepted.**

APPROVED	NOT APPROVED
APPROVED AS NOTED	REVISE AND RESUBMIT
_____	_____
DATE	SIGNATURE/TITLE
ORGANIZATION NAME AND ADDRESS	

A note may be added to:

- Advise the JOC Contractor that quantities have not been verified.
- Advise the JOC Contractor that all materials must meet the requirements of the specifications.
- Require the JOC Contractor to field verify all measurements.

**10-1 ADMINISTRATIVE PROCEDURE NO.10**

**JOC'S APPLICATION FOR PAYMENT**

<b>FORM</b>	PREVAILING MINIMUM WAGE CERTIFICATE
<b>FORM</b>	APPLICATION AND CERTIFICATE FOR PAYMENT
<b>FORM</b>	CONTINUATION SHEET
<b>FORM</b>	STORED MATERIALS
<b>FORM</b>	PAYROLL AFFIDAVIT, DESIGN BUILD'S CERTIFICATE AND STATEMENT OF SURETY, POWER OF ATTORNEY

**A. General Information**

1. The Client Agency will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, upon the completion of the Job Order. For all other Job Orders, the Client Agency may make partial, monthly payments based on a percentage of the work completed.
2. JOC Contractor's Applications for Progress Payment shall be prepared, submitted and processed in accordance with the Payment Article of the General Conditions and this Administrative Procedure.
3. The Application for Payment shall be based on the approved Job Order Price Proposal Before submitting an Application for Payment (Final or Partial) the JOC Contractor shall reach an agreement with the Construction Manager concerning the percentage complete of the Detailed Scope of Work as it relates to the agreed upon schedule of values and the dollar value for which the Application for Payment may be submitted.
4. If the JOC Contractor submits an incorrect Application for Payment, the Construction Manager, within ten (10) days of the receipt of the Application, will notify the JOC Contractor of deficiencies in the Application. Applications for Progress Payment will only be returned to the JOC Contractor if there is missing or incomplete paperwork.
5. When an Application for Payment is received, the Construction Manager has three days, from this date, to review, correct and accept the Application for Payment. The Application is then to be forwarded to the Client Agency.
6. In accordance with the Prompt Payment Schedule (62 Pa.C.S. §3931 - §3939), Client Agency shall make payment within forty-five (45) calendar days of the date the Application for Progress Payment is received in a complete and acceptable format. For purposes of calculating the forty-five calendar days, the start date will be the day on which the Construction Manager signs the Application for Payment.
7. The Client Agency or designee shall also review the copy of the Application for Payment and notify the Construction Manager of any required adjustments or changes within seven calendar days of receipt. The Construction Manager will forward the Client Agency's comments to the JOC Contractor.

8. Any adjustments or changes required as a result of the review by the Client Agency will be made on the next Application for Payment.
9. The Prevailing Minimum Wage Form must be completed, by the JOC Contractor, and attached to each Application for Progress Payment to certify compliance with the payment of Prevailing Minimum Wages as required by the Contract Documents.
10. The JOC Contractor and all subcontractors are required to submit Form LLC-25 or Form WH-347 if Davis Bacon Wage Act applies to the contract, to the Construction Manager, on a weekly basis.

B. Stored Materials – Form

1. Stored Materials may be invoiced by the JOC Contractor when materials are ordered in advance and stored at an appropriate facility or the site until installation will occur. Material that is scheduled for installation in less than forty-five days from the date of procurement is not eligible for payment as stored material.
2. A completed Stored Materials Form must be submitted with the Application for Payment.
3. Prior approval to store materials is not required by the Client Agency. The signatures of the JOC Contractor and the Construction Manager will attest to the fact that the forms have been reviewed and are correct.
4. It is not necessary for the Construction Manager to visit the warehouse where materials are stored off-site. By completing the Stored Materials Form and submitting photographs, the JOC Contractor will be attesting to the fact that the materials are properly stored. The JOC Contractor is responsible for proper storage of the materials at the project site. Materials must be stored off the ground and properly protected from the elements.
5. Only one supplier may be submitted on each Stored Materials Form.
6. The description of line items on the vendor's invoice should be identical to the description on the Stored Materials Form and the Form for Application and Certificate for Payment or Continuation Sheet. If an item description on the vendor's invoice is not identical, the JOC Contractor must clearly describe, either on the invoice or an attachment, the invoiced item(s) as related to the items on the Stored Materials Form and Form for Application and Certificate for Payment or Continuation Sheet.
7. The vendor's invoice must also show the Unit Wholesale Price and the Extended Unit Wholesale Price. It is permissible for the JOC Contractor to add information to the vendor's invoice for the purpose of clarity.
8. If items that are being submitted as stored material are intermixed with other items on a vendor's invoice, the claimed items must be highlighted or underlined.
9. Requests for payment may not exceed eighty-five percent (85%) of the price of the item as indicated on the approved form for Application and Certificate for Payment or Continuation Sheet.
10. When a vendor's invoice lists two or more separate items that are component parts of a single line item previously submitted on the Form for Application and Certificate for Payment or Continuation Sheet, a "Supplemental Cost Breakdown Sheet" must be submitted and approved prior to payment for the individual items. Line items with differing unitprices must be shown as separate items on the Supplemental Cost Breakdown Sheet. Each component part must be shown as an individual item.
11. The completed Stored Materials Form, submitted with the Application for Payment, must also have the following documents attached:

- a. Vendor's Invoice
  - b. Photographs of material and its location
  - c. Fire and theft insurance policy rider for the materials
  - d. Evidence of payment, or when payment has not been made, a letter on the JOC Contractor's letterhead authorizing payment to be made jointly to the JOC Contractor and the supplier.
  - e. Power of Attorney (from bonding company)
- C. Payroll Affidavit, JOC Contractor's Certificate and Statement of Surety/Power of Attorney - Form
- 1. A Final Application for Payment must be accompanied by a completed Payroll Affidavit, JOC Contractor's Certificate and Statement of Surety/Power of Attorney - Form . If a Payroll Affidavit, JOC Contractor's Certificate and Statement of Surety/Power of Attorney - Form is not submitted with the Final Application for Payment, the sum of \$500 will be withheld until the form is submitted.
  - 2. A copy of this form should be retained by the JOC Contractor, and an original and two copies must be forwarded with the Application for Payment. A copy of the Power of Attorney must be attached to each Payroll Affidavit, JOC Contractor's Certificate and Statement of Surety/Power of Attorney Form.
- D. Small Diverse Business and Veteran Business Enterprise Utilization Report
- 1. The Small Diverse Business and Veteran Business Enterprise payment information submitted in the Department's Compliance Management Software will be used to track and confirm the actual dollar amount paid to SDB/VBE subcontractors/suppliers and will serve as a record of fulfillment of the contractual commitment. The JOC Contractor shall update SDB/VBE payment information in the Department's Compliance Management Software every thirty (30) calendar days. A JOC Contractor's invoice may not be processed if the payment information is not submitted in accordance with this Administrative Procedure.
- E. For Each Application for Payment
- 1. Prior to submission and distribution of the Application for Payment packets by the JOC Contractor to the Construction Manager, they shall be assembled in the following order:
    - a. Form for Application and Certificate for Payment or Continuation Sheet
    - b. Job Order Package
    - c. Application for Payment, Prevailing wage Certificate Form
    - d. Stored Materials Form (if stored materials are applicable)
      - i. Power of Attorney (from bonding company)
      - ii. Vendor's Invoice
      - iii. Photographs of material and its location (Client Agency Office copy only)
      - iv. Fire and theft insurance policy rider
      - v. Evidence of payment, or when payment has not been made a letter on JOC Contractor's letterhead authorizing payment to be made jointly to the JOC Contractor and the supplier
    - e. Payroll Affidavit, JOC Contractor's Certificate and Statement of Surety, Power of Attorney Form (if Final Invoice)
    - f. Notarized LLC-25 (formerly LIPW-128) or WH-347 for federal funded projects (if Final Invoice)



2. Upon completion of the assembly of the Application for Payment packets by the JOC Contractor to the Construction Manager, the original and two complete copies shall be submitted to the Client Agency. It is not necessary to attach a transmittal to each copy. In addition, two additional copies of the Form for Application and Certificate for Payment or Continuation Sheet, without attachments, followed by the Invoice Correction Letter, are to be attached to the back of the entire submission.
3. Upon successful Final Inspection, the monetary amount to be retained shall be adjusted to reflect the actual amounts retained or otherwise held, as set out in the various sections of the General Conditions to the JOC Contract. The pertinent pages of the Final Inspection Report, including the Design Professional's Certificate detailing the uncompleted items and value, pending credit change orders, liquidated damages, claims, etc., must be attached to the Application for Payment packet. The items indicated on the Design Professional's Certificate shall not be paid until completed in their entirety. As the paperwork items are completed, change orders and extensions of time are approved, claims resolved, the retained amount may be reduced accordingly. The pertinent pages of the Final Inspection Report shall be attached with a strikethrough the items acceptably completed and/or approved. The adjusted retained amount should then be calculated, inserted and highlighted on the copies of the Final Inspection Report attached to the Application for Payment packets. Copies of the Final Inspection Report are to be attached to the original packet to the Client Agency.

## **ADMINISTRATIVE PROCEDURE NO.11**

### **CHANGES IN WORK (SUPPLEMENTAL JOBORDERS)**

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

1. The Construction Manager, without invalidating the Job Order, may direct changes in the Work within the general scope of the Job Order, consisting of additions, deletions or other revisions. All such changes in the Work will be authorized by Supplemental Job Order. Credits for tasks shall be calculated at the pre-set UnitPrices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.
2. A Supplemental Job Order will follow the same procedure for ordering work as a Job Order (Refer to Administrative Procedure No. 3).

## ADMINISTRATIVE PROCEDURE NO.12

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

- A. All Requests for Extension of Time shall be prepared and processed by the JOC Contractor and the Construction Manager in accordance with the Scheduling Article of the General Conditions and this Administrative Procedure.
- B. The JOC Contractor must inform the Construction Manager in writing at the first succeeding Job Conference after any alleged delay it has encountered. No forms or correspondence are required at this time, however, the JOC Contractor should verify that the verbal notification of the alleged delay has been noted in the Job Conference Report. Within ten (10) days after the end of the alleged delay, the JOC Contractor must submit the request for extension of time (“EOT”) to the Construction Manager.
- C. Failure to submit the EOT within ten days may constitute a waiver of the request and result in the denial of the request.
- D. If explanation of the delay is lengthy and/or the JOC Contractor wishes to attach additional documentation, it is permissible to indicate “see attached” in any appropriate area of the form. It is mandatory, however, that as much of a factual synopsis as possible be included on the form itself.
- E. Claims for weather related delays must be substantiated by Weather Data, which may be secured from local weather records and/or the National Oceanic & Atmospheric Administration, National Climatic Center, Asheville, North Carolina 28801.
- F. The JOC Contractor will keep one (1) copy of the request for EOT and forward the original to the Construction Manager and the JOC Consultant.
- G. Upon receipt of the request for EOT, the Construction Manager will review the request to ensure the JOC Contractor has provided the required information necessary to make a decision on the EOT request. If the information is incomplete, the Construction Manager will reply with an appropriate explanation, to the JOC Contractor for correction and resubmission. If the request for EOT conforms to the submission requirements. The Construction Manager will assign a sequential number, enter the received date, acknowledge receipt of the request, the date the Construction Manager received the request and place a copy in the Project file. A request number will not be assigned until a properly completed form is received.
- H. The Construction Manager shall review the extension request, JOC Contractor’s supporting documentation, field documentation and all other sources of information required for evaluation by the Construction Manager. The Construction Manager’s recommendation shall be appended directly to the form in the appropriate area. Additional sheets may be attached as required. The Construction Manager shall also attach all pertinent information and documentation required to justify and support the recommendation. The Construction Manager will review the EOT request with the Client Agency for acceptance. The form shall then be signed and dated by the Construction Manager. A complete copy of the request for EOT and all supporting documentation should be retained by the Construction Manager.

- I. The Construction Manager will review the packet and issue a letter to the JOC Contractor, copy to the Client Agency personnel, the Design Professional, and the JOC Consultant Account Manager.

**ADMINISTRATIVE PROCEDURE NO. 13**  
**SUBMISSION GUIDELINES FOR STEEL CERTIFICATES**

**PURSUANT TO THE STEEL PRODUCTS PROCUREMENT ACT**  
**73 P.S. §1881, ET SEQ.**

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

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

- A. The JOC Contractor shall submit Steel Certification forms to the Construction Manager assigned to the project. Only one fully-executed certification form for each product must be submitted to the Construction Manager.
- B. According to Section 1886 of the Steel Products Procurement Act (the Act), cast iron products are considered to be steel products. The appropriate certification form, therefore, is required to be submitted for cast iron products.
- C. Aluminum and brass products are not steel products; therefore, steel certification forms are not required for such items.
- D. Pursuant to Section 1884(b)(2) of the Act, DGS has created a list of exempt machinery and equipment steel products, which is posted on the DGS website at [www.dgs.state.pa.us](http://www.dgs.state.pa.us). If a product to be utilized on the project appears on the exemption list, steel certification forms are not required.
- E. Modification or alteration of the Steel Certification forms is strictly prohibited.
- F. If the entity executing an ST form has a corporate seal, that seal should be impressed in the signature area of the form. The signatures on the ST forms do not have to be notarized, but they must be original signatures. Signature stamps are not acceptable; a form submitted with such a stamp will be rejected.
- G. Questions regarding steel certification submissions and/or compliance with the Act shall be submitted in writing to the Construction Manager as soon as possible after the Initial Job Conference. Construction Manager will investigate and render a written response in a timely fashion.
- H. Nothing in this Administrative Procedure should be construed as relieving the JOC Contractor, subcontractor, supplier or fabricator from complying with the requirements of the Act. Steel Certification forms must be submitted and approved by the Construction Manager before a steel product arrives on site. If the JOC Contractor enters into a purchase order for a "steel product" prior to submitting acceptable steel certifications, it does so at its own risk and faces penalties which include, but are not limited to, nonpayment, and/or replacement costs, and/or debarment. If steel

products are incorporated into the project prior to the submission of proper certification, the JOC Contractor assumes the full risk of nonpayment, replacement costs and/or debarment if the products are not certifiable.

- I. Approval Form forms must be submitted within 15 or 45 days from the effective date of the purchase order, depending upon the value of the Job Order. Within 30 days of the Design Professional's approval of any Approval Form listing a "steel product", the JOC Contractor must submit a steel certification for that product.
- J. No Application for Payment containing steel products will be processed until the appropriate steel certification form(s) has been approved by the Construction Manager.
- K. Domestic availability will be determined as of the date the ST-4 form is submitted to the Construction Manager for approval.
- L. The forms that follow ST-1 through ST-4 - have been developed for use on JOC projects alone. The Construction Manager assumes no responsibility or liability for any use of these forms on the public works projects of any other entity subject to the Act.
- M. The U.S. Mexico Canada Agreement (USMCA), formerly the North American Free Trade Agreement (NAFTA), does not supersede or preempt the Act.

## ST-1

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

### **SECTION A**

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

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

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

**Line #4** This is the date the ST form is submitted to the Construction Manager.

**Line #5** This is the JOC Project Number for the Job Order.

**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 JOC Contractor **may not** fill in the line with a description like "structural steel", heating unit" or "air conditioning system".

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

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

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

**Line #8** This refers to the corresponding Approval Form submittal number.

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

### **SECTION B**

**ONLY ONE OF THESE ITEMS CAN BE CHECKED AS APPLICABLE**

\_\_\_\_\_ 1. **Identifiable Steel Product**

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

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

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

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

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

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

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

- a) **supporting documentation:** Fully executed ST-2

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

**SECTION C**

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



**ST-1 STEEL ORIGIN CERTIFICATION: JOC CONTRACTOR**

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

**A. TO BE COMPLETED BY THE PRIME CONTRACTOR:**

- 1. Name of JOC Contractor's firm \_\_\_\_\_
- 2. Firm's address: \_\_\_\_\_
- 3. Firm's phone number: \_\_\_\_\_ 4. Date submitted: \_\_\_\_\_
- 5. JOC Project No. \_\_\_\_\_ 6. Contract Title \_\_\_\_\_
- 7. Steel Product Certified: \_\_\_\_\_ 8. Approval Form: \_\_\_\_\_
- 9. Name & Address of Supplier: \_\_\_\_\_

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

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

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

**WITNESS:**

\_\_\_\_\_  
Name:  
Secretary or Treasurer

\_\_\_\_\_  
Name: \_\_\_\_\_ (Seal)  
President or Vice President

## **ST-2**

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

### **SECTION A**

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

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

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

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

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

**Line #5** This is the JOC Project Number for the Job Order. **Line #6**

This is the project description.

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

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

**Line #8** This refers to the corresponding Approval Form submittal number.

### **SECTION B**

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

**Line #9** This is the Fabricator's name.

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

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

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

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

### **SECTION C**

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

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

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

**A. TO BE COMPLETED BY THE PURCHASER:**

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

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

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

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

**WITNESS:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_ (Seal)

Secretary or Treasurer

President or Vice President

## ST-3

### 2-STEP ELIGIBILITY ANALYSIS:

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

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

- Steel melted in the USA

AND

- Foreign Steel

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

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

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

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

### SECTION A

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

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

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

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

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

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

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

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

**Line #8** This refers to the corresponding Approval Form submittal number.

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

**Line #9** This is the Fabricator's name.

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

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

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

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

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

**SECTION C**

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

**NOTES on ST-3 Forms:**

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

**ST-3**

**75% U.S. MANUFACTURE CERTIFICATION**

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

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

**This form must be submitted to the CONSTRUCTION MANAGER within 30 days from the date the Design Professional approves the Approval Form listing a "steel product". No steel product may be delivered on-site unless the Construction Manager has received an ST form.**

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

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

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

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

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

**WITNESS:**

\_\_\_\_\_  
Name:  
Secretary or Treasurer

\_\_\_\_\_  
Name: (Seal)  
President or Vice President

## ST-4

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

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

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

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

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

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

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

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

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

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

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

**Line #8** This refers to corresponding Approval Form submittal number.

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

### **CERTIFICATION**

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

**NOTE ON ST-4 FORMS:** It is not necessary to submit an ST-1 form with an ST-4 Form.

### **14-1 ST-4 NOT DOMESTICALLY MANUFACTURED: PRIME CONTRACTOR**

**This form must be executed by the Prime Contractor and submitted to the CONSTRUCTION MANAGER within 30 days from the date the Construction Manager approves an Approval Form listing a “steel product”. No steel product may be**

delivered on-site unless the Client Agency has received, reviewed and provided written approval of the ST-4 form. An ST-4 form can only be submitted for approval when a steel product is not domestically produced in sufficient quantities. The Construction Manager will verify the accuracy of the information on the ST-4 form and will contact additional suppliers/manufacturers to ascertain the availability of a domestic steel product.

1. Prime Contractor: \_\_\_\_\_ 2. Address: \_\_\_\_\_

3. Phone Number: \_\_\_\_\_ 4. Date Submitted: \_\_\_\_\_ 5. JOC Project No.: \_\_\_\_\_

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

9. Suppliers/manufacturers contacted by the Prime Contractor that claimed that the above product is not produced/manufactured with U.S. manufactured steel. At least four Suppliers/Manufacturers are needed. Manufacturers listed in specifications must be contacted.

10.

a. Firm Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Person Contacted: \_\_\_\_\_ Date Contacted: \_\_\_\_\_

b. Firm Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Person Contacted: \_\_\_\_\_ Date Contacted: \_\_\_\_\_

c. Firm Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Person Contacted: \_\_\_\_\_ Date Contacted: \_\_\_\_\_

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

**WITNESS:**

Name: \_\_\_\_\_  
Secretary or Treasurer

Name: \_\_\_\_\_  
President or Vice President

(SEAL)



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

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

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

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

## **ADMINISTRATIVE PROCEDURE NO. 14**

### **FIELD DISPUTE RESOLUTIONFORM**

#### **A. General Information on Dispute Process**

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



of

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

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

**CERTIFICATION BY DESIGN/BUILD:**

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

\_\_\_\_\_  
**Signature**  
**Name Printed Legibly**

**Date**

## **ADMINISTRATIVE PROCEDURE NO. 15**

### **UTILIZATION/OCCUPANCY INSPECTION**

#### **CERTIFICATE OF OCCUPANCY/UTILIZATIONFORM**

#### **FINAL INSPECTION**

#### **CERTIFICATE OF COMPLETION AND FINAL PAYMENTFORM CLOSEOUT INSPECTION**

#### **A. Utilization/Occupancy Inspection**

1. The Construction Manager may permit the Client Agency to use or occupy any completed or partially completed portion(s) of the Work in accordance with the General Conditions and this Administrative Procedure. Such use or occupation may only occur after the Design Professional has established substantial completion of the relevant portion of the Work.
2. The request for partial occupancy by the Client Agency must be made, in writing, to the Construction Manager. If permission is granted, by the Construction Manager, the Client Agency or designee will establish the date and time for an Occupancy/Utilization Inspection and will notify the following:
  - a. Design Professional
  - b. Construction Manager
  - c. JOC Contractor
  - d. Project Site
  - e. Client Agency
  - f. Facility
3. The Occupancy/Utilization Inspection will be conducted to evaluate the area(s) to be occupied or equipment to be utilized for conformity to the Job Order and the Contract Documents. The use and/or occupancy of the work does not constitute acceptance of any portion so taken or used. The Occupancy/Utilization Inspection must be attended by the Construction Manager (if one is on the Project), the Design Professional, the JOC Contractor, the JOC Consultant, and a representative of the Client Agency.
4. The Design Professional shall conduct the inspection, unless another party is designated by the Construction Manager. A report of the Occupancy/Utilization Inspection shall be prepared and distributed in accordance with Administrative Procedure No.1, by the Design Professional within five (5) work days of the inspection, and shall include the following information:
  - a. Project Number and Contract Number(s)
  - b. Name of Facility
  - c. Project Description
  - d. Project Location
  - e. Area(s) and/or equipment to be occupied/utilized
  - f. Attendees along with their respective title and organization

- g. The responsibilities of the JOC Contractor for maintenance, heat and utilities or any other role.
- h. A list of all items remaining to be completed or corrected in the area(s) to be occupied or equipment to be used
- i. Completed Form , “Certificate of Occupancy/Utilization”

## **B. Certificate of Occupancy/Utilization – Form**

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

## **C. Final Inspection**

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

3. The Final Inspection must be attended by the Construction Manager (if one is on the Project), the Design Professional, the JOC Contractor and a representative of the Client Agency.
4. The JOC Contractor shall submit, at the Final Inspection, an Application for Final Payment to the Construction Manager. The final Application for Payment should be completed and submitted in its entirety and in accordance with Administrative Procedure No. 9.
5. The Design Professional and/or Construction Manager shall conduct the Final Inspection. The inspection shall include all aspects of the Job Order(s) Detailed Scope of Work, including any areas or equipment previously occupied or utilized by the Client Agency. If the work is at “substantial completion”, a report of the Final Inspection shall be prepared and distributed in accordance with Administrative Procedure No. 1, by the Design Professional and/or Construction Manager within five (5) work days of the inspection, and shall include the following information:
  - a. Project Number and Contract Number(s)
  - b. Name of Facility
  - c. Project Description
  - d. Project Location
  - e. Attendees along with their respective title and organization
  - f. A detailed list of all remaining Punch List Work to be completed or corrected with a reasonable cost to complete each item and a statement that all items shall be completed within thirty (30) days from the date of Final Inspection.
  - g. The status of any pending Supplemental Job Orders and the status of the associated work
  - h. The status of payment of approved Supplemental Job Orders to include SJO#, approval date, debit/credit and amount to be paid
  - i. The status of claims, if any, to include the request date and position within the Client Agency system
  - j. The status of Requests for Extension of Time, if any, to include request date, and number.
  - k. Liquidated damages, if any, to include the number of days overrun, amount per day and total amount to be withheld
  - l. Recapitulation of retained amounts to include the following:
    - i. Punch List Items, plus one and one-half times the aggregate value of the items
    - ii. Credit Supplemental Job Orders
    - iii. Pending Claims
    - iv. Liquidated Damages
  - m. The status of Small Diverse Business and Veteran Business Enterprise Commitments
  - n. The status of Bonds, Guarantees, Warranties, Tests and Instructions still required, to include page and paragraph of the specifications
  - o. The status of the As-Built Record Drawings
  - p. The status of JOC Contractor’s papers, Payroll Affidavit, JOC Contractor's Certificate and Statement of Surety, Power of Attorney Form (\$500.00 shall be retained until properly submitted)
  - q. General comments, if any
  - r. Statement regarding the start date of all warranties and guarantees
  - s. Statement that the Work has been completed in accordance with the Detailed Scope of Work
  - t. Statement that the JOC Contractor shall continue insurance coverage pending written permission to terminate by DGS or the Construction Manager.

- u. Statement that the Report as written shall be deemed acceptable to all parties in receipt, unless written notification of objections is received by the Construction Manager or Client Agency within seven days of receipt of the Final Inspection Report
- v. Form, "Certificate of Final Inspection and Final Payment" completed by the Design Professional.

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

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

**D. Certificate of Final Completion and Final Payment – Form**

- 1. The Construction Manager will provide a copy of the Form to the Design Professional or designee, as determined by the Construction Manager. The form must be prepared by the Design Professional or designee, as determined by the Construction Manager, and submitted in an original and four copies to the Client Agency and the JOC Consultant.
- 2. At the conclusion of the Final Inspection, the attendees shall review all of the remaining responsibilities of the JOC Contractor, the remaining responsibilities of the Design Professional, the status of all pending Supplemental Job Orders, the status of all pending Requests for Extension of Time, the status of any pending claims against the Client Agency or any other JOC Contractor and any other obligations of any party necessary to fulfill the requirements of the Job Order and Contract Documents. Upon completion of this review the JOC Contractor, Design Professional and the Client Agency or designee shall affix their signatures to the Form , Certificate of Final Completion to indicate their concurrence with the remaining responsibilities of each party.
- 3. The Punch List, prepared by the Design Professional or designee, as determined by the Construction Manager, shall be appended directly to the Form . Additional sheets may be attached as required. The Punch List shall indicate, in detail, all items requiring completion or correction and a reasonable cost of completion plus one and one-half times the aggregate value of the items.'
- 4. The Construction Manager shall, within five (5) working days after receipt, review the Certificate of Final Inspection and Final Payment for completeness and attach the Form to the Final Inspection Report, as indicated in Final Inspection paragraph above.

**E. Closeout**

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



## 16-1 ADMINISTRATIVE PROCEDURE NO.16

### SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE PARTICIPATION

**A. General Information:** The JOC Contractor must meet or exceed the participation percentages in Article 8 Small Diverse Business and Veteran Business Enterprise Participation in the Design Build Construction Contract on an annual basis from all Job Orders issued during that year. By entering the DBC Contract, the JOC Contractor acknowledged that the total percentages committed to Small Diverse Businesses (SDB) and Veteran Business Enterprises (VBE) are annual contractual obligations.

**B. JOC Contractor's Duty.**

1. The JOC Contractor must meet or exceed the participation percentages provided on an annual basis of the Contract as applied to the total Job Orders issued during that year.
2. The JOC Contract shall update SDB/VBE payment information in the Department's Compliance Management Software by the 15<sup>th</sup> of the following month in which payment was made to a subcontractor/supplier.

**C. The JOC Contractor's Commitments Toward Their Participation Goal Percentages will be Calculated and Credited as follows:**

1. Only DGS-verified Small Diverse Businesses and DGS-verified Veteran Business Enterprises can be credited toward satisfying the participation percentages. They must be DGS-verified as of the date the work to be completed by the SDB or VBE has commenced.
2. SDB or VBE subcontractors. SDB or VBE subcontractor performing at least fifty percent (50%) of the subcontract with their own employees will be credited toward the participation percentages at 100 percent of the total dollar value of the subcontract/supply contract. Any SDB/VBE subcontract, where the subcontractor performs less than 50% of the subcontract, will not be credited toward the participation percentages.
3. SDB or VBE manufacturers. SDB or VBE manufacturers are credited at 100 percent of the total cost of the materials or supplies purchased from the SDB/VBE manufacturer. A SDB/VBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the Job Order and of the general character described by the specifications.
4. SDB or VBE stocking suppliers. SDB or VBE 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 Job Order are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
5. SDB or VBE nonstocking suppliers. An SDB or VBE nonstocking suppliers are credited at only the amount of the fee or commission charged by the SDB/VBE 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 SDB/VBE 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. Industry practices and other relevant factors will be considered.

6. **The JOC Contractor will receive credit forwards their SDB and VBE participation commitments for use of SDB or VBE firms at any tier of supply or subcontracting; however, the dollar value of any commitment to an SDB or VBE cannot be counted twice.**
  - a. If the JOC Contractor or any of its Subcontractors or Suppliers makes a commitment to a SDB or VBE, the credit for the subcontract/purchase order commitment, regardless of the level or tier, shall be calculated as indicated in this Section C and credited toward the JOC Contractor's SDB or VBE participation commitments as applicable.
7. In the event that the SDB or VBE whose entire subcontract value is counted towards the SDB or VBE participation commitments then subcontracts a portion of the work or supplies associated with this subcontract to another SDB or VBE, the dollar value of the subcontract with/to this lower tier SDB or VBE is NOT counted towards the JOC Contractor's SDB or VBE participation commitments, as applicable, in order to prevent the duplicate counting of SDB or VBE commitment dollars. In this case, the dollar value of this lower tier SDB or VBE subcontract has already been included within the scope of work and dollar value of the SDB or VBE commitment already counted as a part of the JOC Contractor's SDB or VBE participation commitment as applicable.
8. A JOC Contractor's SDB or VBE participation commitments are calculated by adding all or a percentage of the dollar commitments (as set forth in this Article) to DGS-verified SDB or DGS-verified VBE subcontractor of all tiers, DGS-verified SDB or DGS-verified VBE manufacturers, DGS-verified SDB or DGS-verified stocking supplies, and the fee or commission paid to the DGS-verified SDB or DGS-verified VBE non-stocking supplier and dividing that total amount by the total Commonwealth payments to the JOC Contractor during that year.

#### **D. Remedies**

1. The JOC Contractor's compliance with the SDB and VBE participation requirements, including the fulfillment of any SDB and VBE commitments in all subcontracts and purchase orders is material to the Contract between the JOC Contractor and the Department and the Job Order between the JOC Contractor and the Client Agency. Any failure to comply with these requirements constitutes a substantial breach of the Contract or the Job Order. It is further understood and agreed that in the event the Department determines that the JOC Contractor has failed to comply with these requirements on an annual basis, the Department may, in addition to any other rights and remedies the Department may have under the Contract, any bond filed in connection therewith, or at law or in equity, impose remedies as applicable on the JOC 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 Department and the Department's enforcement of any provision or the Department's indulgence of any non-compliance with any provision hereunder shall not operate as a waiver of any of the Department's rights in connection with the Contract, nor shall it give rise to actions by any third parties, including any SDB or VBE firms.
2. It is further understood and agreed that in the event the Client Agency determines that the JOC Contractor has failed to comply with these requirements on a Job Order, the Client Agency may, in Job Order Contracting Administrative Procedures

addition to any other rights and remedies the Client Agency may have under the Contract, any bond filed in connection therewith, or at law or in equity, impose remedies as applicable on the JOC Contractor. Remedies for breach of this component may include entry into the CRP or termination or suspension of the Job Order. The remedies enumerated herein are for the sole benefit of the Client Agency and the Client Agency's enforcement of any provision or the Client Agency's indulgence of any non-compliance with any provision hereunder shall not operate as a waiver of any of the Client Agency's rights in connection with the Job Order, nor shall it give rise to actions by any third parties, including any SDB or VBE firms.

**END OF APPENDIX Q: ADMINISTRATIVE PROCEDURES**

# **APPENDIX Q**

## **STANDARD CONTRACT PROVISIONS**

### **AMERICANS WITH DISABILITIES ACT**

During the term of the 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.

### **CHOICE OF LAW**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

### **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:
  - i. "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.

- ii. "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.
  - iii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
  - iv. "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.
  - v. "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.
  - vi. "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.
  - vii. "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:
- i. 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.
  - ii. 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.
  - iii. 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.

- iv. 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.
- v. 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 it 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.

- vi. 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).

- vii. 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.
- viii. 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.
- ix. 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.
- x. 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.

- 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) 783-6472  
FAX No: (717) 787-9138

## **ENHANCED MINIMUM WAGE PROVISIONS**

1. **Enhanced Minimum Wage:** Contractor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment:** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions:** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - i. Exempt from the minimum wage under the Minimum Wage Act of 1968;
  - ii. Covered by a collective bargaining agreement;
  - iii. Required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - iv. Required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice:** Contractor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records:** Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions:** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors:** Contractor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

## **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 invitations for bid and 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 Bidder or Proposer 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 seq.

(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).

### **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Contractor agrees:

- 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 by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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 by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- D. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- E. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in

writing 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 contracted services are performed shall satisfy this requirement for employees with an established work site.

- F. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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.
- G. 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, regulations and policies 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 Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- H. 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.
- I. 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 these provisions.
- J. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a 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.

## **PUBLIC WORKS EMPLOYMENT VERIFICATION ACT**

The 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 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.pa.gov](http://www.dgs.pa.gov).

## **RECIPROCAL LIMITATIONS ACT**

The Work on this Project must be performed in accordance with the Reciprocal Limitations Act. This Act requires DGS:

- a. In the award of contracts, exceeding \$10,000 for the erection, construction, alteration, improvement or repair of any building or other public work, or the purchase or lease of any goods, supplies, equipment, printing or materials, to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidder from that state. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. A resident bidder is a person, partnership or corporation or other business entity authorized to transact business in Pennsylvania and having a bona fide establishment for transacting business within Pennsylvania at which it was transacting business on the date when bids for the public contract were first solicited.
- b. In the erection, construction, alternation, improvement or repair of any public building or other public work, and in all purchases of goods, supplies, equipment, printing or materials, not to specify, use or purchase any goods, supplies, equipment, printing or materials which are produced, manufactured, mined, grown or performed in any state that prohibits the specification for, use, or purchase of such items in or on its public building or other works, when such items are not produced, manufactured, mined, grown or performed in such state.
- c. List of Discriminating States

States which apply preference favoring in-state bidders for supplies and the amount of such preference, (that may affect this contract), as found by DGS:

STATE	PREFERENCE
Alaska	7% (timber, lumber and manufactured lumber products originating in the state)
Arizona	5% (construction materials produced or manufactured in the state only)
Hawaii	10%
Illinois	10% (coal only)
Iowa	5% (coal only)
Louisiana	10% (steel rolled in Louisiana)

	7% (all other products)
Montana	3% (for non-residents offering in-state goods, supplies, equipment and materials)
New Mexico	5%
Oklahoma	5%
Virginia	4% (coal only)
Washington	5% (fuels mined or produced in the state only)
Wyoming	5%

b. States which apply preference favoring in-state bidders and the amount of such preference, (that may affect this contract), as found by DGS:

STATE	PREFERENCE
Alaska	7% (supplies only)
Arizona	5% (construction materials from Arizona resident dealers only)
California	5% (for supply contracts only in excess of \$100,000.00)
Connecticut	10% (supplies only)
Montana	3%
New Mexico	5% (supplies only)
South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00) this preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.00
West Virginia	2.5% for construction, repair of improvements of any buildings
Wyoming	5%

d. States that prohibit the use of out-of-state goods, supplies, equipment, materials or printing and the prohibition that may affect this contract as found by DGS:

STATE	PROHIBITION
Georgia	Forest products only
Indiana	Coal
New Jersey	For bidders for the following items: major household appliances, chain link fence, portable sanitation units, glass, glazier supplies, storage batteries, carpet and cushion, shades, room air conditioning, electrical supplies, plumbing supplies, hardware supplies, fasteners, lumber, building supplies, audio-visual/video equipment, fire extinguishers, fire hose, motor oils, fuel oil, photographic supplies, Venetian blinds, drapes, paper towel dispensers, water hose
New Mexico	Construction

e. Calculation of Preferences – In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference that would be given to a nonresident bidder by its state of residence. Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment, materials and printing shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment, materials or printing are produced, manufactured, mined, grown or performed.

## **RIGHT TO KNOW LAW**

- 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 any 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:
  - i. 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
  - ii. 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. 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 the 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

## **SOVEREIGN IMMUNITY AND COMMONWEALTH HELD HARMLESS**

Nothing in this Agreement between the Commonwealth and the Contractor shall be deemed to waive or otherwise affect the sovereign immunity of the Commonwealth and its agencies, officers, and employees, or to subject the Commonwealth party to any liability not expressly authorized by law. The Contractor shall indemnify and hold harmless the Commonwealth from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the Work or services, 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 Contractor or any subcontractor.

Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, et. seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

Notwithstanding the above, the Contractor shall not enter into any settlement without the Commonwealth's written consent, which shall not be unreasonably withheld. The

Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

In any and all claims against the Commonwealth by any employee of the Contractor or any subcontractor, the indemnification obligations under this Section shall not be limited on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit Acts.

## **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.

This section shall not apply in any case where the Client Agency, 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 Client Agency shall not provide for or make any payments to any person who has not complied with the Act. Any such payments made by the Client Agency 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.

## **TAX OFFSET PROVISION**

The Contractor, by execution of the DBC 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 it's 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.

## **TRADE PRACTICES ACT**

The Work on this Project must be performed in accordance with the Trade Practices Act. The Contractor shall not use, or permit to be used in the Work, any aluminum or steel products made in a foreign country that discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, Mexico and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted on this Project.

- a. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet and cold-rolled carbon steel sheet.
- b. Spain: certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; certain steel products including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet; hot-rolled carbon steel bars and cold-formed carbon steel bars.
- c. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate and hot-rolled carbon steel sheet and galvanized steel sheet.
- d. Mexico: certain iron-metal construction castings, including manhole covers, rings and frames, catch basin frames and grates, cleanout covers, grates, meter boxes, valve boxes;



galvanized carbon steel sheet; cold-rolled carbon steel sheet; carbon steel plate in coil; carbon steel plate cut to length; and small diameter carbon steel plate welded pipe.

e. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.

Penalties for violation of this paragraph may be found in the Trade Practices Act. Penalties include becoming ineligible for Public Works projects for a period of three years.

## **BOND PROVISIONS**

Prior to the award of any contract, the contractor to be awarded must furnish the following bonds which shall become binding upon the award of the contract to the contractor.

1. A performance bond at 100 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the Commonwealth Agency.

2. A payment bond at 100 percent of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the prime contractor to whom the contract was awarded, or to any of its subcontractors, in the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site.

## **PA PREVAILING WAGE PROVISION**

a. It shall be the duty of every public body that proposes the making of a contract for any project of public work to determine from the secretary the prevailing minimum wage rates which shall be paid by the contractor to the workmen upon such project. Reference to such prevailing minimum rates shall be published in the notice issued for the purpose of securing bids for such project of public work. Whenever any contract for a project of public work is entered into, the prevailing minimum wages as determined by the secretary shall be incorporated into and made a part of such contract and shall not be altered during the period such contract is in force.

b. Not less than the prevailing minimum wages as determined hereunder shall be paid to all workmen employed on public work.

c. Every contractor and subcontractor shall keep an accurate record showing the name, craft and the actual hourly rate of wage paid to each workman employed by him in connection with public work, and such record shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the secretary.

# APPENDIX R

## DESIGN GUIDELINES

On a Job Order by Job Order basis, the Client Agency may provide the design, or the Client Agency may request the Lead JOC Contractor prepare the design through a Certified Small Business Retained Design Professional (JOC Contractor's Retained Design Professional). Whichever is providing the design service, they will be referred to herein as the Design Professional. The expectation is to design appropriate solutions that not only meet codes and the Client Agency's needs, but reflect Commonwealth wide objectives, designing solutions that are appropriate. Monumental Building, Historic Buildings, Utilitarian Structures, etc., each have appropriate materials, components and systems; it is usually expected and appropriate to match existing materials and finishes. The Commonwealth expects high value, sustainability, efficiency, cost effectiveness and safety, with appropriate warranties and appropriate life expectancy from materials, components and systems. We expect that design and construction will be consistent and compliant with current Commonwealth regulations, policies, and guidelines. We expect the Design Professional to solicit input from the appropriate Commonwealth Agency related to relevant Commonwealth regulations, policies, and guidelines and to document the investigatory process and the related design decisions. The Design Professional is expected to design to materials and products that are in the Unit Price Book, reflecting choices that are consistent with Commonwealth objectives, avoiding use of items that are not in the Unit Price Book. It is our expectation that proprietary items that are not in the Unit Price Book will be limited and will require approval. As the administrator of the design process, the JOC Consultant will monitor and direct activities to ensure that the design process meets all of these expectations.

### 6-1 DESIGN COST PROPOSAL SUBMISSION

1. Upon the need for the Lead JOC Contractor to hire a Small Business Certified Retained Design Professional, the JOC Consultant will issue a Request for Design Cost Proposal to the Lead JOC Contractor.
2. The following documents shall be submitted in **electronic** format acceptable to the JOC Consultant as part of the Design Cost Proposal Submission:
  - a. Name and qualifications of the proposed Retained Design Professional
  - b. Design cost to prepare the Preliminary and Final Design Submissions in accordance with these Design Guidelines. The design cost shall be submitted on the Retained Design Professional's letterhead
  - c. Probable Construction Cost Range
3. The JOC Consultant will review the Cost Proposal Submission and will either request changes to the Cost Proposal Submission, request additional information, or approve by forwarding to the Client Agency for review. The Client Agency has the option of approving, asking for additional information or clarification, or rejecting.

## **6-1.1 ACCEPTANCE**

1. The Client Agency's acceptance of Design Cost Proposal will result in a purchase order, or similar document, being issued from the Client Agency to the Lead JOC Contractor for a Design Job Order. The amount of the Design Job Order shall be equal to the proposed design cost multiplied by the Lead JOC Contractor's Adjustment Factor for design work.
2. Upon receipt of a Design Job Order, the Lead JOC Contractor's Small Business Certified Retained Design Professional shall commence with preparing the Preliminary Design Submission. The due date for the Preliminary Design Submission will vary per Job Order and will be set by the JOC Consultant.

## **6-2 DRAWINGS**

1. Develop drawings in AutoCAD format. The AutoCAD drawing files shall use logically named and defined layers where objects are placed on the appropriate layers. Layers shall be separated by discipline. All referenced drawings, non-standard fonts and line types shall be included with the files. Line weights shall be defined by layer or object. The AutoCAD software and version being used for design shall be identified.
2. The Design Professional shall create drawings that accurately represent the Project and the intended construction, without referencing to industry standards or code requirements. Industry standards may be used in the specifications to expand upon the specified construction and drawings, but not in lieu of them. The drawings shall not defer details to shop drawing provided by contractors, unless specifically required by authorities having jurisdiction (e.g. sprinkler systems, fire alarm and security systems, or wood roof trusses). Drawings shall accurately represent actual building dimensions, generally within 1 inch of exterior and half an inch of interior field measured conditions.
3. Use precision input and object snaps. Ensure that line endpoints meet exactly, tangents intersect at a single point, and vertical lines are at exactly 90 degrees.
4. Define objects' layers and line types by layer unless inside a complex block definition.
5. Put hatch patterns on their own layer.
6. Include any Design Professional defined hatch patterns, line types, and colors with drawing submission.
7. Ensure that plotted text does not appear smaller than 3/32 inch high.
8. Purge drawings of unreferenced blocks, layers, and line types and audit.

9. Delete objects outside drawing limits and zoom to drawing extents.
10. All external reference files must use a common insertion point.
11. All symbols and abbreviations used shall be identified by drawing legend. All notes shall be clearly identified regarding applicability to drawing detail, section, page, etc. Line weight and layering shall be consistent on drawings and from drawing to drawing.
12. All drawing elements shall be clearly identified. Sizes shall be clearly identified, and where sizes or materials change, the point of transition shall be clearly identified or evident. DWG files submitted must open without error when opened on a PC running a current AutoCAD version/license, without the need for any add-on software. The Commonwealth shall be able to view and manipulate all drawings and plot drawings from the DWG files submitted that accurately reproduce the PDF files and paper drawings submitted. The contents of the DWG files are to represent all drawing entities, plot drawings, and configuration settings necessary to accurately reproduce the PDF files and paper drawings. The Design Professional is responsible for ensuring that all drawing submissions by any consultant, contractor or subcontractors comply with the same requirements.
13. DWG files should be self-contained files representing each single drawing sheet, with reference files inserted. Using AutoCAD, the appropriate command is Bind using the Insert selection. Do not explode result. Bound layers must maintain layer names.
14. All project files (such as detail, model, sheet, and reference files) used to produce the paper drawing sheets must be included. Make certain to include all base drawings, custom fonts, line types, pen tables, xrefs, etc., used to produce the drawing submission. List of files and reference relationships (in a Microsoft ReadMe.doc or ReadMe.xls file). Electronic files and media submitted must not contain computer viruses.
15. Construction documents must be signed and sealed by the responsible design professional.

### **6-3 PRELIMINARY DESIGN SUBMISSION**

1. Applicable Preliminary Design Submission documents are to be delivered to the JOC Consultant on or before the date established in the Request for Preliminary Design, unless another date has been approved by the JOC Consultant or Client Agency.
2. The Preliminary Design Submission shall be sufficient to capture the overall design intent.
3. This submission shall also identify any “no cost” project enhancements and/or potential cost reductions. All proposed enhancements and reductions must remain consistent with the design intent and not lower the product quality or life cycle

performance. Each proposed enhancement or reduction must be accompanied with a written recommendation from the Design Professional indicating all the benefits as well as any potential risks associated with the enhancement and/or cost reduction.

4. The JOC Consultant shall review the documents for acceptability and provide comments. The JOC Consultant representative(s), Client Agency representative(s), the Lead JOC Contractor, including Design Professional and representatives, and other JOC contractors when requested will attend a review meeting at a prescribed location.

The following documents shall be submitted in **electronic** format acceptable to the JOC Consultant as part of the Preliminary Design Submission:

- a. Transmittal letter with Preliminary Design Submission checklist, duly checked and filled-in as appropriate
- b. Code Review and Analysis
- c. With the preliminary design submission, the Design Professional shall provide a list of the Technical Specifications that apply to the Project and identify which prime JOC Contractor(s) the specification applies.
- d. Design Drawings, including the Cover Sheet
- e. Confirmation Letters from each utility company (Electric, Telephone, etc., as applicable) indicating the required service is available. If applicable, provide a written estimate for the utility company's cost to extend service to the building or Project site. The Client Agency will be responsible for paying utility costs, and as applicable, will execute a utility agreement directly with the utility company.
- f. List of Regulatory Approvals – Status Report with status of all required approvals and copies of all approvals/permits obtained to date
- g. Structural Engineers Report on Selection of Structural and Foundation System, including cost comparisons, type, physical size and location of all structural members as applicable
- h. Investigatory Reports, Land Survey, Field/Laboratory Tests, Feasibility Assessments, Report on Hazardous Material Survey, as applicable, with cover letter describing the JOC Contractor's Retained Design Professional's proposed solutions
- i. Other additional items requested by the JOC Consultant, or otherwise determined by the Design Professional to be required for the project
- j. Preliminary Design Submission documents as listed above shall be delivered to the JOC Consultant.

The Design Professional is to provide electronic copies of the Preliminary Design Submission documents as listed above to the JOC Consultant. The JOC Consultant will review the Preliminary Design Submission in accordance with the instructions set forth in this Article 6-2. The JOC Consultant may request the Lead JOC Contractor and/or the Design Professional make changes to the Preliminary Design Submission. The JOC Consultant's approval of the Preliminary Design Document Submission is contingent on all changes requested or required being incorporated into the Preliminary Design Documents. Upon the JOC Consultant's approval of the

Preliminary Design Submission, the JOC Consultant will submit the Preliminary Design Submission Documents to the Client Agency.

### **6-2.1 SITE PLANS**

1. Multi-discipline Site Plans may be used only to the extent that all pertinent work can be clearly shown and identified as applicable to each specific discipline. Otherwise, Site Plans for individual disciplines are required. Interfacing of all improvements is to be coordinated on the General Construction Site Plan and detailed on the applicable discipline Site Plans. The Limit of Contract shall be clearly indicated. The following apply to specific discipline site plans:
  - a. General Construction Site Plans: Existing and proposed contours, location of all improvements (existing and proposed), floor elevations, spot elevations at important locations, pipe and manhole invert elevations, landscaping scheme, rainwater collection and storm water management scheme and interaction of utility lines with site development work must be shown.
  - b. Electrical Site Plans: The origins of Electrical Power, Communications, Signal and other systems must be shown. The proposed routings of underground and overhead lines must be shown. Manholes, hand holes, pad-mounted transformers, building service entrance points, exterior sub-stations, etc. must be shown. Proposed locations of roadway, parking area, and exterior security lighting fixtures must be shown.
  - c. HVAC Site Plans: The routing and depth of all existing and proposed underground HVAC services and structures must be shown. Points of possible conflict (i.e., crossovers, etc.) with work of other disciplines shown, inverts given, and clearances must be worked out. Preliminary details of connections to utility companies' lines, manholes, and building entrances must be shown.

### **6-2.2 BUILDING DRAWINGS**

1. Dimensioned plans, sections and key details are to be developed in number and detail sufficient to establish the designer's intent, adequacy of space, feasibility of construction, construction methods and material. Plans shall be 1/8"=1'0" scale or larger. Specific requirements follow.
  - a. Existing Facilities: Where existing facilities are to be retained, altered, modified or demolished, indicate the pertinent information on the site plans, floor plans and/or riser diagrams. Separate work by discipline.
  - b. General Construction: Foundation plan, floor plans, roof plans, framing plans, elevations, building sections, typical wall sections, key details and other drawings needed to show the building's general assembly methods and materials are expected. Dimensions of spaces and building components shall be sufficient for determining preliminary gross to net volume and area ratios and the fit of

- programmed spaces.
- c. HVAC and Plumbing: Typical areas, sizing and space requirements for grilles, diffusers, heating and cooling units, etc. are to be shown. Single line routing of major duct runs and piping must be shown. The Professional must coordinate with other disciplines to establish ceiling depths, chases, shafts and other service spaces and clearances. The Professional must indicate methods of environmental systems and controls for all spaces including telecommunication Equipment Rooms, Electrical Equipment Rooms, Emergency or Standby generator Rooms, Elevator Machine Rooms, Transformer Vaults and other like spaces.
  
  - d. Electrical: The location and identification of major Electrical Service and Electrical Distribution Equipment items are to be shown. Lighting layouts, emergency lighting layouts, receptacle and switch locations, telephone outlets, fire detection and alarm system components, signal and auxiliary system device locations for typical areas are to be shown. Space requirements for Electrical Equipment shall be established, including adequate recessing depth and adequate working clearances for panels, lighting fixtures, etc.
  
  - e. HazMat, Fire Suppression and other Specialties: Drawings for specialty work shall follow the applicable guidelines found in items a through d above. These drawings to be identified per the applicable JOC Contractor.
  
  - f. Title Blocks shall be formatted **in accordance with AutoCAD drawing templates provided to the Design Professional** and modified to incorporate identifying Agency, JOC contractor and Design Professional and Consultants' **information**. Example title block and cover page are provided on the following two pages:

# COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF <agency name>

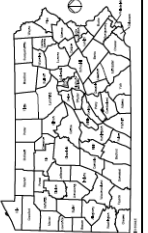

HARRISBURG, PENNSYLVANIA

<governor's name>, GOVERNOR      <agency secretary name>, SECRETARY  
PROJECT NO. <###>  
<PROJECT NAME>  
<FACILITY NAME>  
<FACILITY ADDRESS>

<city/township>, <county>, PENNSYLVANIA

## SHEET INDEX

<u>ALL CONTRACTS</u>			
CS-1	Cover Sheet		
General Construction Contract No. <###.1>	HVAC Construction Contract No. <###.2>	Plumbing Construction Contract No. <###.3>	Electrical Construction Contract No. <###.4>
CIVIL SHEETS C-1 C-2	HVAC SHEETS H-1 H-2 H-3	PLUMBING SHEETS P-1 P-2 P-3	ELECTRICAL SHEETS E-1 E-2 E-3
ARCHITECTURAL SHEETS A-1 A-2 A-3		FIRE PROTECTION SHEETS FP-1 FP-2 FP-3	
STRUCTURAL SHEETS S-1 S-2 S-3			

CODE APPROVALS
PROJECT LOCATION MAP 
VICINITY MAP
LEAD JOG CONTRACTOR
LEAD CONTRACTOR (CONTRACT #) city, state
PROFESSIONAL & CONSULTANTS
PROFESSIONAL OF RECORD <discipline> <city, state> <discipline consultant> <firm name> <city, state> <discipline consultant> <firm name> <city, state> <discipline consultant> <firm name> <city, state> <discipline consultant> <firm name> <city, state>
SEAL 
PROFESSIONAL'S SIGNATURE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF <agency name> HARRISBURG, PENNSYLVANIA
PROJECT NUMBER ###
<Project name> <Facility name> <facility address> <city/township>, <county> COUNTY, PA
COVER SHEET
DESIGNED BY: F. LASTNAME      DATE: MM/YY
CHECKED BY: F. LASTNAME      SCALE:
AS NOTED
CS-1



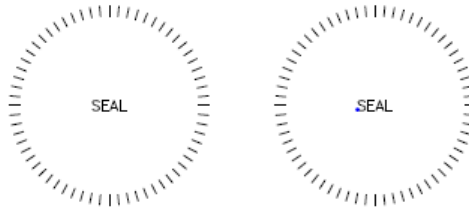

REVISIONS

**J.O.C. CONTRACTORS**

<LEAD J.O.C. CONTRACTOR (CONTRACT #1)>  
 <address>  
 <city, state>  
 <J.O.C. DISCIPLINE CONTRACTOR (CONTRACT #)>  
 <address>  
 <city, state>

**PROFESSIONAL & CONSULTANTS**

PROFESSIONAL OF RECORD  
 <firm name>  
 <address>  
 <city, state>  
 <discipline consultant>  
 <firm name>  
 <address>  
 <city, state>  
 <discipline consultant>  
 <firm name>  
 <address>  
 <city, state>  
 <discipline consultant>  
 <firm name>  
 <address>  
 <city, state>




PROFESSIONAL'S SIGNATURE      DATE      CONSULTANT'S SIGNATURE      DATE

**COMMONWEALTH OF PENNSYLVANIA**  
 DEPARTMENT OF <agency name>  
 HARRISBURG, PENNSYLVANIA

PROJECT NUMBER:      ###.#  
 <project title>  
 <facility name>  
 <facility address>  
 <city/township>, <county> COUNTY, PA

**VERIFY SCALE**

BAR IS ONE (1) INCH LONG ON ORIGINAL DRAWING:

0  1

IF BAR IS NOT ONE (1) INCH LONG, ADJUST SCALE ACCORDINGLY

CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS. VARIANCE FROM CONTRACT DOCUMENTS NOT PERMITTED WITHOUT BUREAU OF ENGINEERING AND ARCHITECTURE APPROVAL.

**SAMPLE DRAWING SHEET TITLE**

DRAWN BY F LASTNAME	DATE MMM YYYY	DRAWING No. <b>A-99</b> of 99
CHECKED BY F LASTNAME	SCALE AS NOTED	

FILE PATH: C:\Users\jrosen\Desktop\JOC Design\JOC DWG SHEET TEMPLATES - 03-22-2016.dwg  
 LAST SAVED: 2016.03.22 02:49 PM      PLOTTED: 2016.03.22 02:49 PM      PLOTTED BY: Rosen, Richard

### **6-2.3 SCHEMATIC/RISER DIAGRAMS**

1. Electrical drawings shall contain schematic and/or riser diagrams showing all major power system components, main telephone cabinets, major components of signal and auxiliary systems. Electrical power riser components shall be identified by size, over-current rating, interrupting capacity, etc. based on estimated loads. Preliminary riser diagrams should be the base drawing for the expanded riser diagrams which will be required for the construction drawings. Statements justifying the selection of the proposed system(s) must be provided.
2. HVAC shall contain schematic and/or riser diagrams showing all major HVAC system components. HVAC components shall be identified by size, make, model, capacity, etc. Preliminary riser diagrams should be the base drawing for the expanded riser diagrams which will be required for the construction drawings. Statements justifying the selection of the proposed system(s) must be provided.
3. Plumbing shall contain schematic and/or riser diagrams showing all major Plumbing system components. Plumbing components shall be identified by size, make, model, capacity, etc. Preliminary riser diagrams should be the base drawing for the expanded riser diagrams which will be required for the construction drawings. Statements justifying the selection of the proposed system(s) must be provided.

### **6-2.4 SPECIFICATIONS**

1. Unless otherwise approved by the JOC Consultant, the specifications format should match the format of the Technical Specifications that are part of the Design Build Job Order Contract, and indicate all construction materials and methods to be used.
2. Information, back-up material and data are to be included in enough detail to describe the materials and equipment proposed. With this submission provide a listing and backup materials of all the specific materials and equipment proposed by the JOC Contractor which require the Client Agency approval.

### **6-2.5 UTILITY SERVICES**

1. Point of Demarcation. The point of demarcation where each utility company's responsibility to provide service to the facility ends, and the JOC Contractor's responsibility to continue the service to the facility begins is to be established prior to the Preliminary Submission.

### **6-2.7 ACCEPTANCE**

1. Upon the Client Agency's acceptance of the Preliminary Design Submission, the JOC Consultant will issue a Request for Final Design Submission.

### 6-2.8 MINUTES

1. The Design Professional shall furnish minutes of the Preliminary Design Submission Review Conference to the JOC Consultant within one (1) week following the conference. The JOC Consultant will review the meeting minutes, and either request changes or approve. Upon approval, the /Design Professional shall furnish the meeting minutes to all other attendees at the conference.

### 6-3 FINAL DESIGN DOCUMENTS SUBMISSION

1. Applicable Final Design Documents Submission documents are to be delivered to the JOC Consultant and Client Agency on or before the date established in the Contract or in the Project Schedule, unless another date has been approved by the Client Agency.
2. All JOC Consultant and Client Agency comments that were generated during review of the Preliminary Design Submission must be addressed and incorporated into the Final Design Documents.
3. The approval of the Final Design Documents Submission shall be conditioned on the JOC Consultants receipt of all necessary permits from the Lead JOC Contractor.

The Design Professional shall develop, seal and submit UCC applications for the building permit to the PA Department of Labor & Industry, and shall develop and submit applications for any other permit(s) required in connection with the Work.

The JOC Consultant and Client Agency shall review the Final Design Documents Submission for acceptability and provide comments. The JOC Consultant representative(s), the Client Agency representatives, the JOC Contractor(s), including the Design Professional and representatives, **will** attend a review meeting at the Client Agency's prescribed location.

#### 6-3.1 FINAL DESIGN SUBMISSION DOCUMENTS

1. Final Design Submission Package. On the scheduled date of the Final Design Documents Submission, the Design Professional shall deliver the following to the JOC Consultant. The following documents shall be submitted in **electronic** format acceptable to the JOC Consultant as part of the Final Design Submission:
  - a. Transmittal letter with Final Design Documents Submission checklist, duly checked and filled-in as appropriate
  - b. Code Review and Analysis, if changed
  - c. Construction Drawings, including the Cover Sheet
  - d. Report Summarizing the Status of all Utilities required for the Project

- (Electric, Telephone, etc., as applicable). If applicable, provide a written estimate for the utility company's cost to extend service to the building.
- e. List of Regulatory Approvals/Permits – Status Report indicating the status of the submission/review/approval process for all required approvals, with copies of all approvals/permits obtained to date
  - f. Final Engineering Calculations for HVAC, civil, structural and electrical computations, if requested.
  - g. Construction Schedule Bar Chart, with number of calendar days of construction and number of days of temporary heat, if any, recommended for the Project. The Construction Schedule shall serve as the basis for the Job Order Completion Time.
  - h. Scope of work for the Quality Assurance Inspection, Special Inspections and Testing Services, as required during the construction stage of the project
  - i. Written explanation of any revisions requested but not made
  - j. Additional items requested by the JOC Consultant or Client Agency representatives, or otherwise determined by the Design Professional to be required for the project
  - k. Final Design Submission documents as listed above shall be delivered to the JOC Consultant and Client Agency.
  - l. Marked-up copies of the Preliminary Submission documents, when provided, shall be returned.
2. All documents as listed above and all other such document submittals are to also be provided electronically in .pdf format and/or other electronic format (.dwg, .doc, .xls, etc.) as the JOC Consultant may reasonably request. Unless otherwise instructed, provide copies on appropriate medium or, as feasible and reasonable, transmit to the JOC Consultant electronically – both, as acceptable to the JOC Consultant.
  3. The JOC Consultant will review the Final Design Submission in accordance with the instructions set forth in this Article 6-3. The JOC Consultant may request the Lead JOC Contractor and/or the Design Professional make changes to the Final Design Submission. The JOC Consultant's approval of the Final Design Document Submission is contingent on all changes requested or required being incorporated into the Final Design Documents. Upon the JOC Consultant's approval of the Final Design Submission, the JOC Consultant will submit the Final Design Submission Documents to the Client Agency.

### **6-3.2 RETURN OF PRELIMINARY DESIGN SUBMISSION DRAWINGS**

1. With the Final Design Documents Submission, the Design Professional shall return to the JOC Consultant all the marked-up copies of the Preliminary Design Submission drawings, specifications and comments provided following previous review conferences. A written explanation of any revisions requested, but not made, shall accompany this submission. The JOC Consultant will review, and upon acceptance, forward to the Client Agency.

### **6-3.4 ACCEPTANCE**

1. Upon the Client Agency's acceptance of the Final Design Submission, the JOC Consultant will issue a Request for Job Order Proposal to the JOC Contractor(s). At that time, the JOC Contractor(s) are required to prepare and submit to the JOC Consultant a Job Order Proposal based on the Design Documents.

#### **6-3.5 MINUTES**

1. The Design Professional shall furnish minutes of the Final Design Documents Submission Review Conference to the JOC Consultant within one (1) week following the conference. The JOC Consultant will review the meeting minutes, and either request changes or approve. Upon approval, the Design Professional shall furnish the meeting minutes to all other attendees at the conference.

#### **6-4 UNIFORM CONSTRUCTION CODE (UCC)**

This Project shall be subject to the Uniform Construction Code. The JOC Contractor shall become familiar with, and adhere to the UCC, including but not limited to, permit application and site inspection requirements set forth in the Department of Labor & Industry's Inspection Procedures. The most recent list of inspections required by L&I can be found on L&I's website:

<http://www.dli.state.pa.us/landi/lib/landi/ucc/forms/ucc-9.pdf>.

The Design Professional shall prepare and submit the UCC building permit application identifying all special inspections for the Project. The JOC Contractors and their respective Subcontractors must include these inspections (to the extent that these are applicable to their scope of Work on this Project) in the Integrated Progress Schedule created pursuant to the applicable paragraph(s) in the General Conditions of the Job Order Contract and the Administrative Procedures for the Job Order Contract.

The L&I mandated advance notice, defined for each inspection activity, shall be considered and included as lead-time in the development of the Integrated Project Schedule. The Client Agency assumes the responsibility of the permit applicant, as Project owner, by signing the permit application. The Lead JOC Contractor shall be responsible to contact the Pennsylvania Department of Labor & Industry to schedule the required inspections in accordance with the inspection procedures outlined in the building permit. The Design Professional shall provide independent inspection services for all special inspections listed on the approved permit application. Failure by the Design Professional to do so shall not be cause for a delay claim against the Commonwealth but may result in claim(s) against the Design Professional. The original building permit, which indicates a list of the required inspections and the time frames for notifying the Department of Labor & Industry, shall be transmitted from the Design Professional to the JOC Consultant and Client Agency.

The Project Design Documents and construction must follow all applicable standards and codes, in effect, at the time the Work takes place.

## 6-5 CONSTRUCTION

1. Once the Lead JOC Contractor has received written approval from all necessary authorities having jurisdiction over this Project, the JOC Contractor(s) shall commence Work.
2. The JOC Contractor(s) shall assume responsibility for all site conditions and measurements related to this contract and shall not submit additional invoices to the Client Agency for any costs associated with verifying site conditions and measurements. The JOC Contractor(s) shall provide all necessary items to achieve and satisfy the objectives of the Project. The items may include, but not be limited to, the following:
  - o Architectural and Engineering Design (Lead JOC)
  - o Development and distribution of specifications (Lead JOC)
  - o CPM Schedule identifying milestones for design, construction and testing (Lead JOC)
  - o Coordination and management of construction
  - o Site preparation
  - o Procurement of equipment/material
  - o Installation of equipment/material
  - o Labor
  - o Supervision
  - o Removal of demolition and construction debris
  - o Testing of all components and systems as applicable in the performance of this Work
  - o Registration and submittal of all warranties
  - o Reports, construction drawings, and catalog data on all equipment being provided
  - o Provide two bound, complete sets of all test reports, O & M manuals, and approved permits/certificates

Deliver Record Drawings to Construction Manager. The Record Drawings shall clearly indicate all changes made during the Construction Stage of the Project. Upon review, the Construction Manager may request the Lead JOC Contractor make changes to the Record Drawings or may approve. Upon approval, the Construction Manager will forward the Record Drawings to the Client Agency. The Record Drawings and shall be marked/identified as follows:

1. All sheets, whether affected by changes or not, shall be identified as "RECORD DRAWINGS".
2. On each sheet or sheets not affected by changes, write the words "NO CHANGES" and the date in the Revision column.

3. On each sheet or sheets affected by changes made during construction, show in the Revision column the date and a reference mark identifying the revision, with a descriptive note at the point of change on the drawing.
4. An example as a guide to further explain the method and location will be provided.
5. Additional sheets may be added to the set if space on the original drawing is insufficient. Add these sheet numbers to the Cover sheet in the Index to Drawings.
6. A complete set of final “Record Drawing” files used to produce the drawings for the Project, in CAD format as set forth at paragraph 6.2. Provide a complete set of submitted “design” drawing files and a complete set of final “as-built” drawing files showing all construction changes shall be included. All files shall be unlocked (no protection scheme or encryption) and with bound CAD drawing files, showing all changes made during the Construction, and identified as described above. These files will be delivered to the Client Agency upon completion of the Project.
7. A complete set of final “Record Drawing” files, in portable document file (.pdf) format, created to the full size of the original prints, showing all changes made during the Construction, and identified as described above.
8. A copy of all land survey (boundary/topographic) drawings, all test boring location and results drawings, all geotechnical, hazardous materials, and other investigations, tests, assessments, and reports, in portable document file (.pdf) format.
9. For AutoCAD drawings, bind all xref-dependent objects, including non-standard fonts, shape files, and line types, to the final drawings included on the CDs. A standard AutoCAD workstation shall be capable of opening and printing the drawings.
10. Provide three (3) flash drives, each containing all item listed with file structure and content acceptable to the Construction Manager.
11. The Design Professional must obtain the Design Professional’s field-marked Record Drawings (prints) and all the Contractors’ field-marked Record Drawings (prints), and shall retain them in the Professional’s office until official Close-Out of the Project.
12. A “Record Drawings Transmittal Memo”, shall be completely filled out, signed and must accompany your Record Drawings submission. Incomplete drawings submitted to the Construction Manager for initial acceptance or final acceptance by the Client Agency will be cause for rejection, and you will be required to complete the necessary drafting work and resubmit the drawings.
13. When completed and accepted by Construction Manager and the Client Agency, the Record Drawings flash drives shall be delivered, along with the Record Drawings Transmittal Memo, to the address below. Record Drawings may also be uploaded to an electronic software management system at the request of DGS and/or the Client Agency. Record Drawing flash drives shall be delivered to:

JOC RECORD DRAWINGS TRANSMITTAL MEMO



Date: [Date of Transmittal]

Re: [Commonwealth Project Number]

[Project Title]

[Location]

[City, County, State]

To: Dept. of General Services

Second Floor, Arsenal Building, 18th and Herr Streets

Harrisburg, PA 17125

From: [Professional's Contact Person]

[Professional's Firm Name]

[Street Address]

[City, State, Zip Code]

[Telephone Number]

[E-mail Address]

Please find enclosed, the following documents for your use (check each item as included):

- Three (3) duplicate Flash Drives, each containing:
- A complete set of "Record Drawing" files (AutoCAD format)
- A complete set of "Record Drawing" files, full size of the original prints (.pdf format)
- A copy (listed by individual file) of all land survey (boundary/topographic) drawings, all test boring location and results drawings, all geotechnical, hazardous materials, and other investigations, tests, assessments, and reports, in Adobe Acrobat portable document file (.pdf) format.

The Design Professional shall certify that, "I hereby state that, to the best of my knowledge, all Changes from the Design Documents made during the course of Construction of this Project have been indicated on the set of Record Drawings and CDs transmitted herewith, in accordance with requirements of these Contract Documents. I also hereby state that I have obtained the field-marked Record



Drawings (prints) and all of the Contractors' field-marked Record Drawings (prints), and will retain them in the firm's office until official Close-Out of the Project and that the Dept. of Labor & Industry requirement for submission of changes during construction has been satisfied."

3. Construction shall be performed in accordance with the provisions of the General Conditions of the Job Order Contract and will be inspected by the Construction Manager.

## **6-6 STRATEGIC ENVIRONMENTAL MANAGEMENT PROGRAM**

1. The Department of Transportation has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEM, the Department has established a Green Plan Policy that can be found at <http://www.dot.state.pa.us> and is also posted at the Department's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The JOC Contractor shall ensure that its personnel (including the personnel of any of its subcontractors, if applicable) are aware of the Department's commitment to protecting the environment, are trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to properly perform their work.

## **6-7 COMMISSIONING**

1. The JOC Contractor is responsible for the commissioning of all components and systems as applicable in the performance of their Work and sequence of operation. Each JOC Contractor is responsible for start-up and testing of components and systems associated with their work.
2. In addition to the Lead JOC Contractor requirements set forth above and as required by specifications, the Client Agency reserves the right to assign an independent Quality Assurance agent to the Project.

## **6-8 FINAL INSPECTION**

1. The Lead JOC Contractor shall request Final Inspection from the Construction Manager pursuant to the terms of the General Conditions of the Job Order Contract and the Administrative Procedures for the Job Order Contract.
2. The Construction Manager will conduct the Final Inspection and recommend the Client Agency release payment pursuant to the terms of the General Conditions of the Job Order Contract and the Administrative Procedures for the Job Order Contract.

## **6-9 PROJECT MEETINGS**

The JOC Contractor(s) and/or the Design Professional shall meet as many times as required with, and otherwise communicate with, the Construction Manager throughout the design, construction and commissioning process. The JOC Contractor(s) shall note, however, that the Lead JOC Contractor Contract is the primary contact with the Construction Manager and that final decisions rest with the Construction Manager.

# **APPENDIX S**

## **UNIT PRICE BOOK**

A link to The Unit Price Book has been provided as part of the RFP.

Two Unit Price Books have been established as part of this RFP, Proposers must utilize the Unit Price Book relevant to the Region they will be Proposing:

The following Regions must utilize the Unit Price Book labeled **Simplebid UPB - PA DGS**

**2022-09-28 All Regions Excluding Southeast:**

- Capital
- Central Southeast
- Central Southwest
- Northeastern
- Northwestern
- Southwestern

The following Region must utilize the Unit Price Book labeled **Simplebid UPB - PA DGS**

**2022-09-28 Southeast (SET):**

- Southeastern

## APPENDIX T

### PENNSYLVANIA STATE POLICE SUPPLEMENTAL PROVISIONS

#### PART 1 – GENERAL

##### 1.1 STIPULATIONS

- A. The specifications sections "General Conditions of the Construction Contract", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

##### 1.2 PERSONAL BEHAVIOR

- A. Contractors are responsible for disseminating to their employees the special restrictions on personal behavior and the procedures/potential penalties for violations.
- B. Identification tags or badges to be furnished by the facility must be worn and visible at all times while on facility property.
- C. Smoking is not permitted in any facility building.

##### 1.3 VEHICLES

- A. Construction vehicles and employee's vehicles will be parked in an area designated by the Pennsylvania State Police (PSP) and locked at all times. The license numbers of vehicles to be left overnight will be reported to the security office at the facility on a daily basis by the Contractors.
- B. Vehicles may not be operated or parked on any lawn areas, unless otherwise permitted.

##### 1.4 WORK AREAS

- A. All work areas are to be kept safe and orderly at all times.
- B. Flammable liquids are not to be stored inside occupied buildings.
- C. Do not compromise Life Safety Code requirements without prior written consent of the PSP, which will develop and implement alternate plans.
- D. Facility supplies are not to be utilized by Contractors, unless they are specifically spelled out in the Project Specifications.
- E. Contractors are to be aware of the locations of fire alarms, fire extinguishers and related equipment.

##### 1.5 ALCOHOL AND CONTROLLED SUBSTANCES

- A. Alcoholic beverages and controlled substances shall not be carried, stored or consumed on facility property nor left in any vehicle.

##### 1.6 GAMBLING

- A. Gambling or wagering of any type is not permitted on facility property.

##### 1.7 WEAPONS

- A. Weapons shall not be permitted on facility property. Non-compliance with this policy may result in criminal charges.

#### 1.8 CONTRABAND

- A. Contraband shall not be permitted on facility property. Non-compliance with this policy may result in criminal charges.

#### 1.9 SEARCH

- A. Any person entering this facility is subject to a search of his or her person at any time. While the person may refuse, such refusal may be cause for denial of further entrance.

#### 1.10 ORIENTATION PROGRAM

- A. The facility may, at its option, provide an orientation program for covering security rules and regulations for the Contractors' personnel.

#### 1.11 EMPLOYEE CRIMINAL RECORD CHECK & FACILITY ACCESS

- A. A criminal record check will be performed for all employees of all Prime Contractors, as well as the employees of sub-contractors, and vendors, who require access as part of this Project.
- B. PSP will perform a fingerprint-based Federal criminal background check for any contractor/vendor requiring unescorted access or for any individual employed by a technology vendor contracted to complete work on a PSP network system.
- C. Contractors/vendors who have not completed criminal background checks shall not be permitted access. The Contractor shall not allow any of its employees, subcontractor's employees, or vendors access until the applicable criminal records check has been completed. Failure to comply with the provisions of this paragraph may be considered grounds for termination of the contract for cause.
- D. If the criminal record check discloses a criminal record for a contractor, subcontractor, or vendor's employee, the Contractor shall not allow the employee access, unless authorized by the Pennsylvania State Police.
- E. The PSP shall bar access to any person, who:
  1. Has been convicted of or is under indictment for any felony under the laws of the Commonwealth of Pennsylvania, or an equivalent crime under the laws of another state or the United States.
  2. Has been convicted of or is under indictment for any misdemeanor under the laws of the Commonwealth of Pennsylvania, or an equivalent crime under the laws of another state or the United States, for which a sentence of incarceration of more than one year can be imposed.
  3. Has been convicted of any two misdemeanors under the laws of the Commonwealth of Pennsylvania, and/or equivalent crimes under the laws of another state or the United States, which occurred in separate incidents with the last ten years.
  4. Being an alien, is illegally or unlawfully in the United States.
- F. The PSP reserves the right to bar at its discretion any individual who has charges pending that originated with personnel stationed at the affected PSP facility.
- G. Following successful completion of a criminal records check, contractor/vendor employees performing work at a PSP facility shall check-in at the visitor or communications desk upon arrival at the facility, and will be required to surrender their driver's license. A visitor ID card

shall be issued and shall be displayed in conjunction with their contractor/vendor ID card. The visitor ID card shall be immediately returned by the contractor/vendor employee prior to departure from the facility.

- H. The officer-in-charge of the facility, or designee, shall determine the level of monitoring required, up to and including permanent escort, if necessary.
- I. Required criminal checks will be performed for the Contractors at the project site, **without charge**. Contractors must submit employee information and their request for criminal record checks to the Pennsylvania State Police, not less than forty-eight (48) hours prior to an individual requiring access.
- J. The attached Form SP-4-164 may be utilized by bidders to screen employees during the bidding period. Bidders are required to pay the fee for this criminal check. The type of check associated with this form is for criminal records within the Commonwealth of Pennsylvania. The record check performed for the successfully awarded Contractors at the project site will be a multi-state check.

#### 1.12 PHOTO IDENTIFICATION CARD/SWIPE CARD

- A. At its option, the PSP may provide each individual with an identification card or badge. The identification card may include the individual's name, address, telephone number, date of birth, driver's license number and date of issuance of the card. If requested, each Prime contractor will be responsible for providing accurate employee information to the PSP. If necessary, **the PSP will take photographs.**

#### 1.13 WORKING HOURS

- A. Regular hours of work are from 7:00 A.M. to 5:00 P.M. Monday through Friday. Prior permission will have to be granted by the PSP for working hours, time changes, and any Holidays or overtime to be worked.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION



# **APPENDIX U**

## **DEPARTMENT OF CORRECTIONS SUPPLEMENTAL PROVISIONS**

### PART 1 – GENERAL

#### 1.1 STIPULATIONS

- A. The Small Business “General Conditions of the Construction Contract”, “Special Conditions”, and “Division 1 - General Requirements” form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

#### 1.2 PERSONAL BEHAVIOR

- A. Contractors are responsible for informing their employees of the special restrictions on personal behavior and the procedures/potential penalties for violations.

#### 1.3 WORKING HOURS

- A. Refer to specification section 01040, Coordination and Control, for working hours. Any extension outside of these hours must be accomplished in accordance with the General Conditions and consent of both the Department and Institution Manager.
- B. The work within the secured perimeter must be scheduled and executed in coordination with the escorts that the Institution will provide to visually observe work crews.
- C. In the event the Institution determines that on-site circumstances will not support continuation of construction activities, the Department may elect to suspend work and/or process a no-cost Extension of Time to the contract duration until project work is allowed to proceed.
- D. The Contractor, as well as any subcontractors and/or material delivery may not argue for extra compensation related to a perceived delay or inefficiency during processing for access to or transit of materials in the event any of the following conditions are present:
  - 1. Arrival of work crews at previously-defined improper times such as shift changes, scheduled deliveries, etc.
  - 2. Improperly completed, inaccurate, or missing daily tool inventory sheets, clearance sheets, and secured tools.
  - 3. Improper scheduled material deliveries.
  - 4. Any failure related to the adherence to the Department of Corrections’ Supplemental Provisions contained herein.



#### 1.4 VEHICLES

- A. Construction vehicles, as well as employees' vehicles, will be parked in an area designated by the Institution, if appropriate, and locked at all times. If any vehicles are to be left overnight, the license number or numbers of vehicles must be reported to the Institution Main Gate on a daily basis.

#### 1.5 TOOLS

- A. Tools shall be kept in a secure (locked) area when not in use and inventoried on a daily basis to insure complete and total accountability. While the tools are being used, they shall be kept in view or on person. Broken or non-usable tools are to be disposed of away from Institutional property. Any missing tools are to be reported promptly to the Institutional Maintenance Superintendent. Particular attention should be paid to tools which may be used as weapons or instruments of escape. Special procedures will be developed with the Institution's Maintenance/ Engineering Department concerning cutting pliers, bolt cutters, hacksaws and welding or cutting equipment. UNDER NO CIRCUMSTANCES WILL CUTTING TORCHES OR WELDING EQUIPMENT BE LEFT INSIDE THE ENCLOSURE OVERNIGHT, ON WEEKENDS OR ON HOLIDAYS.

#### 1.6 FRATERNIZATION

- A. There shall be no fraternization or private relationships of Contractors' employees with inmates. This includes, but is not limited to, trading, bartering or receiving gifts, money, favors from the inmates, or the inmates' friends, relatives or representatives.

#### 1.7 ALCOHOL AND CONTROLLED SUBSTANCES

- A. Alcoholic beverages and controlled substances shall not be carried, stored or consumed on Institutional property nor left in any vehicle.

#### 1.8 GAMBLING

- A. Gambling or wagering of any type is not permitted on Institutional property.

#### 1.9 SECTION 5122 WEAPONS OR IMPLEMENTS FOR ESCAPE

- A. Weapons or implements of escape (other than tools applicable in Paragraph 1.5) shall not be permitted on Institution property. Non-compliance with this policy may result in criminal charges.
- B. Offense Defined. A person commits a misdemeanor of the first degree if that person unlawfully introduces within a detention facility, correctional institution or mental hospital, or unlawfully provides an inmate thereof with any weapon, tool, implement or other thing which may be used for escape.

- C. Definitions:
  - 1. As used in this section, the word "unlawfully" means surreptitiously or contrary to law, regulation or order of the detaining authority.
  - 2. As used in this section, the word "weapon" means any implement readily capable of lethal use and shall include any firearm, knife, dagger, razor, other cutting or stabbing implement or club, including any item which has been modified or adopted so that it can be used as a firearm, knife, dagger, razor, other cutting or stabbing implement or club. The word "firearm" includes any unloaded firearm and the unassembled components of a firearm.

#### 1.10 SECTION 5123 CONTRABAND

- A. Contraband shall not be permitted on Institution property. Non-compliance with this policy may result in criminal charges.
- B. Contraband to confined persons is prohibited. A person commits a misdemeanor of the first degree if that person sells, gives or furnishes to any convict in a prison or inmate in a mental hospital, or gives away or brings into any prison, mental hospital or any other building appurtenant thereto, or on the land granted to or owned or leased by the Commonwealth or County for the use and benefit of the prisoners or inmates, or puts in a place where it may be secured by a convict of a prison, inmate of a mental hospital, or employee thereof, any kind of spirituous or fermented liquor, drug, medicine, poison, opium, morphine, or other kind of narcotics (except the ordinary hospital supply of the prison or mental hospital) without a written permit signed by the physician of each Institution, specifying the quantity and quality of the liquor or narcotic which may be furnished to any convict, inmate, or employee in the prison or mental hospital, the name of the prisoner, inmate or employee for whom, and the time when the same may be furnished, which permit shall be delivered to and kept by the warden or superintendent of the prison or mental hospital.
- C. Money to inmates is prohibited. A person commits a misdemeanor of the third degree if that person gives or furnishes money to any inmate confined in a state or county correctional institution. PROVIDED NOTICE OF THIS PROHIBITION IS ADEQUATELY POSTED AT THE INSTITUTION. A person may, however, deposit money with the superintendent, warden or other authorized individual in charge of a state or county correctional institution for the benefit and use of an inmate confined therein, which shall be credited to the inmate's account and expended in accordance with the rules and regulations of the Institution. The person making the deposit shall be provided with a written receipt for the amount deposited.

#### 1.11 SEARCH

- A. Any person entering this Institution is subject to a search of their person at any time. While the person may refuse, such refusal may be cause for denial of further entrance.

#### 1.12 SECURITY ORIENTATION PROGRAM AND PREA TRAINING

- A. The contractor's personnel must attend a Security Orientation Program, and perform Prison Rape Elimination Act (PREA) Training prior to commencement of on-site work. Completing the Security Orientation Program and the PREA Training will require one day total. No personnel of the contractor will be permitted to begin work on Institutional grounds without first attending the Security Orientation Program, and performing the appropriate PREA Training. The contractor must schedule the Security Orientation, and PREA Training with the Institution, and budget his time accordingly. The Institution requires at least 10 days' notice for these activities and it will need to be a day that fits the Institution's schedule.

1.13 SECURITY CLEARANCE CHECK

- A. The Contractor shall provide the following information to Institutional Security Personnel concerning every employee of the Contractor who will be entering the Institution:
  - 1. Name (including any previous names)
  - 2. Date of Birth
  - 3. Social Security Number
  - 4. Driver's License Number
- B. This information will be used exclusively to perform a security clearance check on each individual employee. All information provided by the employer will be kept confidential. No employee of the Contractor will be admitted to any Institution until this security clearance check has been performed and then only at the discretion of the Institution's Superintendent or designee.
- C. The contractor's personnel must have their picture taken at the Institution to have an ID badge created for each employee prior to commencement of on-site work. No personnel of the contractor will be permitted to begin work on Institutional grounds without first obtaining an ID badge. The contractor must schedule the picture taking with the Institution, and budget his time accordingly. The Institution requires at least 10 days notice for this activity and it will need to be a day that fits the Institution's schedule.

**THE ENCLOSED DEPARTMENT OF CORRECTIONS 'POLICY 6.3.1, FACILITY SECURITY MANUAL, SECTION 6 - CONSTRUCTION CONTRACTORS' IS GIVEN HEREIN TO INDICATE TO THE CONTRACTOR THE PROCEDURES THAT WILL BE REQUIRED FOR ACCESS TO THE INSTITUTIONAL GROUNDS THROUGHOUT THE CONSTRUCTION PERIOD. THE INFORMATION SUPPLEMENTS THE GENERAL REQUIREMENTS. THE DEPARTMENT WILL IMPLEMENT THE APPLICABLE PROCEDURE.**

PART 2 –PRODUCTS (Not Used)

PART 3 –EXECUTION (Not Used)

END OF SECTION

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## Section 6 – Construction Contractors

### A. Facility Responsibilities

#### 1. Facility Manager

The Facility Manager shall be responsible for the following:

- a. ensure that local procedures are established governing construction contractor's access that provides for the secure operation of the facility while facilitating the necessary work to be completed;
- b. give final approval/disapproval of all construction workers to work within the facility;
- c. approve any overtime associated with the construction project; and
- d. notify the Deputy Superintendent for Facilities Management (DSFM) or Deputy Superintendent for Intern Security (DSIS) (if applicable) of any overtime approvals.

#### 2. DSFM/DSIS

The DSFM/DSIS shall be responsible for the following:

- a. ensure that all security and safety concerns regarding construction contractors are properly addressed and resolved;
- b. ensure that a briefing of contractors is conducted to establish a point of contact with whom contractors can address any project related problems;
- c. attend job conferences and address items contained in the contract that may impact upon the security of the facility;
- d. review all **centralized clearance** checks on construction contractor employees for accuracy and submit recommendations to the Facility Manager on whether or not a particular construction employee should be approved/disapproved to work within the facility;
- e. ensure that the Major-of-the-Guard and the Shift Commander are informed of any overtime approvals;
- f. periodically tour the work site to evaluate impact on security.

#### 3. Facility Maintenance Manager (FMM)

The FMM shall be responsible for the following:

- a. coordinate all construction projects with the Department of General Services (DGS) and the construction contractor;

- b. attend all job conferences;
  - c. provide the construction contractor(s) with a copy of the **Centralized Clearance Check Information Request Form** in accordance with Department policy 1.1.4, “**Centralized Clearances**” at the initial job conference and emphasize the need to return the questionnaires in order to complete the required security checks;
  - d. collect and forward completed **Centralized Clearance Check Information Request Forms** for all construction contractors or construction employees to the Intelligence Captain at least 10 days prior to any construction contractor or construction employee arriving on site;
  - e. act as a liaison between the construction contractor, DGS, and the Department to ensure that all specifications of the contract are being met;
  - f. ensure that all required work is completed to an acceptable level of quality through coordination with the DGS, the project architect/engineer, and the construction contractor;
  - g. compile and forward a list of all prospective inmates to work in a construction area to the DSFM/DSIS (if applicable) and the Intelligence Captain; and
  - h. discuss progress of projects with the DSFM/DSIS (if applicable).
4. Major-of-the-Guard

The Major-of-the-Guard shall be responsible for the following:

- a. ensure that the Intelligence Captain conducts security orientation(s) for all construction employees on a scheduled basis;
- b. tour the job site prior to the arrival of construction contractors and construction employees to identify any possible security concerns;
- c. ensure that **centralized clearance** checks are conducted on all construction employees and a list of names and recommendations is submitted to the DSFM/DSIS (if applicable);
- d. monitor the performance of each Shift Commander and Intelligence Captain to ensure that the responsibilities outlined in this manual for the construction post are being conducted; and
- e. ensure that all required forms of documentation concerning construction contractor activities relating to security are developed and updated as needed.

5. Intelligence Gathering Captain

The Intelligence Gathering Captain shall be responsible for the following:

- a. tour the job site with the Major-of-the-Guard prior to the arrival of any construction contractor(s) and/or construction employee(s) to identify any possible security concerns;
- b. conduct **centralized clearance** checks on all construction employees and submit a list and his/her recommendation to the DSFM/DSIS (if applicable);
- c. provide security orientation(s) to construction employees on a scheduled basis;
- d. provide an orientation packet to all construction employees outlining security, safety and/or other concerns related to the facility and the construction project;
- e. periodically tour the construction site to monitor the project's progress and to identify any possible security concerns;
- f. review all prospective inmates for work in the construction area for any information that would preclude the inmate(s) from being assigned; and
- g. inform the DSFM/DSIS (if applicable) and the FMM of any information that is obtained that would preclude inmate(s) from working in a construction area.

6. Shift Commander

Each respective Shift Commander shall be responsible for the following:

- a. Ensure that a Corrections Officer or H-1 Maintenance Department employee is assigned to the construction site area during work hours to:
  - (1) monitor the activities of the construction employees related to the security of the construction site and the facility;
  - (2) provide intermittent supervision of the inmates approved to work in the construction area;
  - (3) ensure that inmates approved to work in the construction area(s) are escorted and searched prior to and after their work assignment;
  - (4) ensure that no inmate movements are allowed in the construction area(s) except those approved by the Major-of-the-Guard, DSFM, and/or Facility Manager;
  - (5) ensure that regular, but random, security checks of the construction area are conducted to identify any security and/or safety concerns;

- 
- (6) ensure that inmates approved to work in the construction area(s) are directly supervised and that they do not carry anything into or from the area(s) that is not approved; and
  - (7) make security checks to ensure that all equipment and tools have been secured in the designated area(s), at the end of the workday.
- b. Ensure that security is maintained within the facility and at the construction site by ensuring that appropriate staff:
- (1) monitor all traffic, both pedestrian and vehicular, within the facility related to the construction project;
  - (2) inspect the construction site and check all locks and other security and safety equipment and procedures related to the construction project;
  - (3) ensure that all construction equipment and vehicles entering or exiting the facility are properly searched and are authorized for entrance and/or egress;
  - (4) submit reports of any problems with tool accountability to the Major-of-the-Guard, DSFM/DSIS (if applicable), and the Facility Manager;
  - (5) ensure that the Corrections Officers assigned to entrance/egress points (e.g. sally port, gates, etc.) are properly performing the duties assigned for identifying, recording, and searching all construction employees and vehicles entering/leaving the facility; and
  - (6) periodically review the procedures in place to ensure that construction employees are properly signing in/out of the facility and that the photo ID Badges are accounted for.

#### **B. Required Documentation**

The forms of documentation listed below shall be developed and maintained at each facility.

##### **1. Orientation Packet**

The Orientation Packet shall include the following:

- a. personal behavior;
- b. working hours;
- c. vehicle procedures;
- d. tool control;
- e. fraternization;



- f. general security procedures;
- g. gambling;
- h. contraband control, including, but not limited to:
  - (1) alcohol and controlled substances;
  - (2) weapons; and
  - (3) implements of escape.
- i. security clearance check;
- j. search procedures; and
- k. the wearing of identification.

2. **Contractor Tool Inventory Form (Attachment 6-A)**

A **Contractor Tool Inventory Form** shall be completed by the contractor one week prior to starting work. The form shall be forwarded to the Tool Control Officer, DSFM/DSIS and the FMM for review and approval. This form is to be updated and resubmitted as tools are removed, broken, or new tools added.

3. **Contractor Tool Accountability Form (Attachment 6-B)**

The contractor is to complete the **Contractor Tool Accountability Form** daily to document that all tools used by the contractor are accounted for. The completed form is to be submitted to the FMM for review and approval. If a tool is missing, information is to be supplied detailing when the tool was seen/used last, by whom and in what location.

4. **Centralized Clearance Check Information Request Form**

The **Centralized Clearance Check Information Request Form** shall contain the information needed to conduct a security check of the prospective construction employee. The form shall include, but not be limited to, the following:

- a. full legal name;
- b. current address;
- c. social security number;
- d. driver's license number; and
- e. date of birth.

5. Contractor Responsibilities Packet

This shall include, but not be limited to, the following provisions:

- a. no personal or commercial vehicles are allowed into the facility without prior approval of the Shift Commander;
- b. all vehicles bringing tools into the facility shall be returned outside the perimeter once the tool delivery is made;
- c. vehicles and toolboxes must remain locked;
- d. no unattended vehicles shall be left unlocked or with the engine running at any time;
- e. any vehicle that is permitted to be left inside the perimeter overnight must be disabled from being operated and locked when possible, and they must be placed in an area separate from the inmate population;
- f. all vehicles entering the facility must have locking gas caps;
- g. a **Contractor Tool Accountability Form** shall be completed daily;
- h. lockable “gang” toolboxes are permitted inside the perimeter. These boxes must be locked at all times when not being used for tool removal or return and must be kept in a “fenced in” or other area which ensures no inmate access;
- i. a **Contractor Tool Inventory Form** is to be completed and submitted to the Corrections Officer at the point of entrance to the facility.
- j. all workers and material suppliers must provide at least one form of photo identification;
- k. a **centralized clearance check** is completed by all construction employees and submitted to the FMM;
- l. work hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, alternate work schedules require pre-approval by the Facility Manager/designee;
- m. no glass bottles or metal items such as silverware/knives are to be brought into the facility;
- n. all fuel (i.e., gasoline, diesel fuel) is to be secured outside of the perimeter and no gas cans are to be left unattended;
- o. only the required number of propane tanks will be permitted inside the perimeter. The maximum tank size is 1000 gallons. Propane tanks are permitted to be left inside the perimeter overnight, provided they can be secured in a manner to ensure inmates cannot access them; and

- p. vehicles and/or equipment, which cannot be taken outside the perimeter for refueling, will be refueled using gas cans. Once the refueling is completed, the gas cans are to be removed from the facility. No fuel tanks are permitted to be stored inside the perimeter.

**6. Request for Photographic Equipment to Enter the Facility Form (Attachment 6-C)**

The **Request for Photographic Equipment to Enter the Facility Form** shall be used by the contractor to request that photographic equipment be brought into the facility. It shall indicate the date, time, name of the individual, and the rationale. All requests must be approved/disapproved by the Facility Manager/designee.

**7. Utility Interruption Request Form (Attachment 6-D)**

The **Utility Interruption Request Form** shall be used for requesting approval for the contractor to interrupt a facility utility. It must be submitted at least five working days before the proposed interruption. It shall include, but not limited to, the following:

- a. the date of the proposed utility interruption;
- b. the time of the proposed utility interruption;
- c. the utility that is to be interrupted;
- d. the reason for the interruption;
- e. the length of time of the interruption; and
- f. the name, title, and phone number of the contractor's designated employee who will oversee the interruption.

**Contractor Tool Inventory**  
**A copy of this form is to be maintained at the Sally Port/Gate, after approval.**

Contractor's Name: \_\_\_\_\_  
 D.G.S. Project Number: \_\_\_\_\_

Date: \_\_\_\_\_

TOOL LIST INCLUDING SMALL EQUIPMENT	LOCATION WHERE TOOLS ARE SECURED WHEN NOT IN USE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

CONTRACTOR'S Authorized Representative:

NAME PRINTED

SIGNATURE

APPROVED	DISAPPROVED	Date: _____	_____
APPROVED	DISAPPROVED	Date: _____	_____

Corrections Facility Maintenance Manager

DSFM/DSIS

Comments:

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Distribution (After Approval/disapproval)

Facility Manager  
 Deputy Superintendent for Facilities Management  
 Deputy Superintendent for Internal Security, if applicable  
 Major-of-the-Guard

Intelligence Captain  
 Facility Maintenance Manager  
 Facility Safety Manager  
 Tool Control Officer



**Contractor Request for Photographic Equipment to Enter the Facility**

**RETURN TO THE FACILITY MAINTENANCE MANAGER**

DATE: \_\_\_\_\_ D.G.S. Project Number: \_\_\_\_\_

Contractor's Authorized Representative: \_\_\_\_\_

Name Printed

Signature

DATE AND TIME OF EXPECTED ARRIVAL: \_\_\_\_\_

REASON FOR REQUEST: \_\_\_\_\_

ESTIMATED TIME TO COMPLETE THE PHOTOGRAPHS: \_\_\_\_\_

NAME OF INDIVIDUAL THAT WILL BE ESCORTING: \_\_\_\_\_

UNDER NO CIRCUMSTANCES ARE PHOTOGRAPHS OF STAFF OR INMATES PERMITTED  
WITHOUT APPROVAL OF THE FACILITY MANAGER. THE PUBLICATION OF ANY  
PHOTOGRAPHS REQUIRES THE PERMISSION OF THE DEPARTMENT OF CORRECTIONS.

APPROVED       DISAPPROVED

\_\_\_\_\_  
FACILITY MAINTENANCE MANAGER

\_\_\_\_\_  
DATE

APPROVED       DISAPPROVED

\_\_\_\_\_  
DEPUTY SUPERINTENDENT FOR FACILITIES  
MANAGEMENT OR INTERNAL SECURITY

\_\_\_\_\_  
DATE

APPROVED       DISAPPROVED

\_\_\_\_\_  
FACILITY MANAGER

\_\_\_\_\_  
DATE

Distribution (After Approval/Disapproval)

Facility Manager  
Deputy Superintendent for Facilities Management  
Deputy Superintendent for Internal Security  
Facility Maintenance Manager  
Major-of-the-Guard

Intelligence Captain  
Shift Commander  
Sally Port/Gate  
Facility Safety Manager  
Project file

6.3.1, Facility Security Manual, Section 6 - Construction Contractors

Attachment 6-C

**CONTRACTOR UTILITY INTERRUPTION REQUEST**

**CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THIS FORM TO THE FACILITY MAINTENANCE  
MANAGER AT LEAST FIVE (5) WORKING DAYS BEFORE THE PROPOSED INTERRUPTION.**

DATE: \_\_\_\_\_ D.G.S PROJECT NUMBER: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

REQUESTING OFFICIAL: \_\_\_\_\_

UTILITY REQUESTED TO BE INTERRUPTED: \_\_\_\_\_

REASON FOR INTERRUPTION: \_\_\_\_\_

\_\_\_\_\_

LENGTH OF TIME OF INTERRUPTION: \_\_\_\_\_

DATE OF PROPOSED INTERRUPTION: \_\_\_\_\_

CONTRACTOR'S DESIGNATED EMPLOYEE WHO WILL ENSURE THAT THE INTERRUPTION IS  
HELD ON THE PROPOSED DATE AND TIME:

NAME: \_\_\_\_\_  
(PRINTED)

TELEPHONE NUMBER AFTER WORKING HOURS: \_\_\_\_\_  
(INCLUDING AREA CODE)

WEEKEND TELEPHONE NUMBER: \_\_\_\_\_  
(INCLUDING AREA CODE)

APPROVED  DISAPPROVED \_\_\_\_\_  
FACILITY MAINTENANCE MANAGER

APPROVED  DISAPPROVED \_\_\_\_\_  
DEPUTY SUPERINTENDENT FOR FACILITIES  
MANAGEMENT OR INTERNAL SECURITY

APPROVED  DISAPPROVED \_\_\_\_\_  
FACILITY MANAGER

Distribution (After Approval/Disapproval)

Facility Manager  
Deputy Superintendent for Facilities Management  
Deputy Superintendent for Internal Security  
Facility Maintenance Manager  
Major-of-the-Guard

Intelligence Captain  
Shift Commander  
Sally Port/Gate  
Facility Safety Manager  
Project file

# APPENDIX V

## DEPARTMENT OF HUMAN SERVICES – SUPPLEMENTAL PROVISIONS

### CONTRACTOR BEHAVIOR AND ACTIVITIES AT DEPARTMENT OF HUMAN SERVICES YOUTH DEVELOPMENT CENTERS, SECURE TREATMENT UNITS, YOUTH FORESTRY CAMPS, MENTAL HEALTH AND STATE CENTERS

#### PART 1 – GENERAL

##### 1.1 STIPULATIONS

- A. The Specifications Sections, " General Conditions of the Construction Contract ", "Special Conditions", and "Division 1 - General Requirements", form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

##### 1.2 PERSONAL BEHAVIOR

- A. Contractors are responsible for disseminating to their employees the special restrictions on personal behavior and the procedures/potential penalties for violations.
- B. Identification tags or badges to be furnished by the facility must be worn at all times while on facility property.
- C. Smoking, vaping and tobacco products are not permitted in any facility building. Tobacco may be used only in designated areas.

##### 1.3 VEHICLES

- A. Construction vehicles and employee's vehicles will be parked in an area designated by the Department and locked at all times. The license numbers of vehicles to be left overnight will be reported to the security office at the facility on a daily basis by the Contractors.
- B. Vehicles may not be operated or parked on any lawn areas, unless otherwise permitted.

##### 1.4 TOOLS

- A. Tools shall be kept in a secure (locked) area when not in use and inventoried to insure complete and total accountability at the end of each shift. While being used, tools shall be kept in view or on person. Broken or non-usable tools are to be disposed of away from the facility property. Any missing tools are to be reported promptly to the Facility Maintenance Manager. Particular attention should be paid to tools, which may be used as weapons or instruments of escape. Special procedures will be developed with the facility's Maintenance/Engineering Department concerning cutting pliers, bolt cutters, hacksaws and welding or cutting equipment. **UNDER NO CIRCUMSTANCES WILL CUTTING TORCHES OR WELDING EQUIPMENT BE LEFT INSIDE THE PERIMETER SECURITY ENCLOSURE (at facilities with enclosures) OVERNIGHT, ON WEEKENDS OR ON HOLIDAYS.**
- B. Any trash or garbage that could present a health or safety risk to residents or staff must be safely disposed of by the Contractors. This includes, but is not limited to, nails, screws, metal material, etc.
- C. No ladders may be left upright and accessible to residents. If not in use, ladders must be taken down and secured. Scaffolding must be secured to guard against unauthorized use.

##### 1.5 WORK AREAS



- A. All work areas are to be kept safe and orderly at all times.
- B. All doors are to be kept locked to ensure resident safety. Doors normally unlocked are excluded, unless safety becomes an issue.
- C. Passenger elevators are not to be used to transport materials, unless written authorization is given specifying dates and times when it is permissible.
- D. Flammable liquids are not to be stored inside occupied buildings.
- E. Do not compromise Life Safety Code requirements without prior written consent of the facility's Safety Manager, who will develop and implement alternate plans.
- F. Facility supplies are not to be utilized by Contractors, unless they are specifically spelled out in the Project Specifications.
- G. Contractors are to be aware of the locations of fire alarms, fire extinguishers and related equipment. The facility Fire Marshal is available to instruct the Contractors in the proper operation of fire safety equipment.

#### 1.6 FRATERNIZATION

- A. There shall be no fraternization or private relationships of Contractors' employees with residents. This includes, but is not limited to trading, bartering or receiving gifts, money, or favors from the residents or the residents' friends, relatives or representatives.
- B. In accordance with its zero tolerance policy, the Department prohibits all forms of sexual abuse and sexual harassment of juvenile in its facilities. The Contractor will comply with Department policy and with the Prison Rape Elimination Act of 2003 (PREA) and its regulation at 28 C.F.R. Part 115 Subpart D, Standards for Juvenile Facilities.

At a minimum, the Contractor will provide a copy of DHS's Zero Tolerance for Sexual Abuse and Harassment pamphlet to all staff members, including staff of subcontractors who have any contact with juvenile at the facility and will provide to the Department confirmation of each staff member's receipt and understanding of the pamphlet to any new staff that may be hired for the duration of the contract. Contractor staff members/subcontractors will not be permitted to provide services until completed sign-off forms are received for those individuals who may come in contact with juveniles at the facility.

The Department may require Contractor's staff, including that of subcontractors to undergo additional Department provided training on their responsibilities under the Department's sexual abuse and sexual harassment prevention, detection and response policies and procedure. The Department will determine whether additional training is required based upon the nature of contracted services and the level of contact with juveniles at the facility.

#### 1.7 ALCOHOL AND CONTROLLED SUBSTANCES

- A. Alcoholic beverages and controlled substances shall not be carried, stored or consumed on facility property nor left in any vehicle.

#### 1.8 GAMBLING

- A. Gambling or wagering of any type is not permitted on facility property.

#### 1.9 WEAPONS OR IMPLEMENTS FOR ESCAPE

- A. Weapons or implements of escape (other than tools applicable in Paragraph 1.4) shall not be permitted on facility property. Non-compliance with this policy may result in criminal charges.

- B. Offense Defined - A person commits a 2<sup>nd</sup> degree felony if that person unlawfully introduces within a Youth Development Center, Mental Health Hospital, or State Center unlawfully provides a resident thereof with any weapon, tool, implement or other item which may be used for escape.
- C. Definitions:
  - 1. As used in this section, the word "unlawfully" means surreptitiously or contrary to law, regulation, or order of the detaining authority.
  - 2. As used in this section, the word "weapon" means any implement readily capable of lethal use and shall include any firearm, knife, dagger, razor, other cutting or stabbing implement or club, including any item which has been modified or adapted so that it can be used as a firearm, knife, dagger, razor, other cutting or stabbing implement or club. The word "firearm" includes any unloaded firearm and the unassembled components of a firearm.

#### 1.10 CONTRABAND

- A. Contraband shall not be permitted on facility property. Non-compliance with this policy may result in criminal charges. This may include, but is not limited to, cell phones and cameras. Contractor will check for an updated contraband list with local management prior to the beginning of the project.
- B. Contraband transferred by any means to confined persons is prohibited. A person commits a misdemeanor of the first degree if that person sells, gives or furnishes to any resident in a Youth Development Center, Mental Health Hospital, or State Center, or gives away or brings into any Youth Development Center, Mental Health Hospital, or State Center or any building appurtenant thereto, or on the land granted to or owned or leased by the Commonwealth for the use and benefit of the residents, or puts in a place where it may be secured by a resident or employee thereof, any kind of spirituous or fermented liquor, drug, medicine, poison, opium, morphine, or other kind of narcotics (except the ordinary hospital supply) without a written permit signed by a physician of such facility, specifying the quantity and quality of the liquor or narcotic which may be furnished to any resident or employee; the name of the resident or employee for whom it is prescribed; and the time when the same may be furnished, which permit shall be delivered to and kept by the superintendent of the facility.
- C. Money transferred directly to residents is prohibited. A person commits a misdemeanor of the third degree if that person gives or furnishes money to any resident of a Youth Development Center, Mental Health Hospital, or State Center, PROVIDED NOTICE OF THIS PROHIBITION IS ADEQUATELY POSTED AT THE FACILITY.

#### 1.11 SEARCH

- A. Any person entering this facility is subject to a search of his or her person at any time. While the person may refuse, such refusal may be cause for denial of further entrance.

#### 1.12 ORIENTATION PROGRAM

- A. The contractor must attend an orientation program covering security rules and regulations if required by the facility.
- B. If not required by the facility, the facility agrees to provide such an orientation program for covering security rules and regulations for the Contractors' personnel, if so requested.

#### 1.13 EMPLOYEE CRIMINAL RECORD CHECK

- A. The Prime Contractor must obtain a criminal record check for all of its employees as well as the employees of Subcontractors or suppliers who will be required to enter the building as part of this project. If the Contractor is not a PA resident, an FBI background check is required.
- B. The criminal record check must be requested from the Pennsylvania State Police by completing a 'REQUEST FOR CRIMINAL RECORD CHECK' FORM and submitting it to the Pennsylvania State Police.
- C. All Prime Contractors are responsible for the costs incurred with the record check including the processing fee for all of their employees as well as the employees of Subcontractors or suppliers who will be required to enter the building as part of this project.
- D. The forms must be obtained directly from the Pennsylvania State Police.
- E. If the Criminal Record Check discloses a criminal record for a Contractor, Subcontractor or supplier employee, the Contractor shall not allow the employee access to the building, unless authorized by the Department.
- F. Contractors must submit the request for criminal record check to the Pennsylvania State Police with a copy to the Department not less than twenty-four (24) hours prior to individual starting work on the project.
- G. The Contractor shall provide each individual with a photo identification card or badge issued by the Contractor or Subcontractors. The identification card shall include the individual's name, address, telephone number, date of birth, driver's license number and date of issuance of the card.
- H. **CLARKS SUMMIT STATE HOSPITAL ONLY:** All Contractors are required a \$10.00 deposit for ID badges. Upon completion and return of badges (during normal working hours), deposit will be returned.
- I. **LOYSVILLE YOUTH DEVELOPMENT CENTER, NORTH CENTRAL SECURE TREATMENT UNIT, SOUTH MOUNTAIN SECURE TREATMENT UNIT, YOUTH FORESTRY CAMP No.2 and YOUTH FORESTRY CAMP No. 3 ONLY:** Additional background checks are required at these facilities to supplement the items described above. Additional information on the required clearances can be found on the Pennsylvania Department of Human Services website:

<https://www.dhs.pa.gov/KeepKidsSafe/Clearances/Pages/default.aspx>

1. A Child Abuse History Clearance from the Pennsylvania Department of Human Services is required for all contractors, sub-contractors, suppliers and their collective employees who will be required to enter a building as part of this project.
2. An FBI background check is required for all contractors, sub-contractors, suppliers and their collective employees who will be required to enter a building as part of this project, regardless of Pennsylvania residency.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

## APPENDIX W

# COMMONWEALTH'S CAPITOL COMPLEX SECURITY PROGRAM AND CONTRACTOR REQUIREMENTS AND FIRE/SAFETY WORK PERMIT

### PART 1 - GENERAL

#### 1.1 STIPULATIONS

- A. The specifications sections " General Conditions of the Construction Contract ", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

#### 1.2 DGS SECURITY PROGRAM FOR THE CAPITOL COMPLEX

- A. Purpose: The purpose of the security program is to establish policy and procedures for contractor access to the Capitol Complex and other state office buildings. The policy and procedures outlined in this directive will enable contractors to gain safe access to buildings identified in the contract documents.
- B. Scope: This security program applies to all Commonwealth employees and contracted personnel under the Governor's jurisdiction and those employed by independent agencies as well as other individuals and organizations with offices or work locations in the Capitol Complex and other state office buildings.

- C. Definitions: For purposes of this security program, the following words and phrases shall be defined as:

**Biometric Reader:** A device that reads the electronic encryption on an access card and makes an automatic non-invasive assessment of a unique body feature whereby access control systems may be activated.

**Building Maintenance Spaces:** Data closets; air handling equipment rooms; major electrical and building services spaces.

**Core Buildings:** Capitol Building (including the Main Capitol Building and its East Wing); Ryan Building; North Office Building; Speaker K. Leroy Irvis Building; connecting tunnels.

**Capitol Complex:** Core buildings plus Forum Building, Finance Building, Health and Welfare Building, Labor and Industry Building, Keystone Building, Northwest Office Building, Judicial Center, Rachel Carson Building, Strawberry Square and State Museum.

**Other State Office Buildings:** Department of Agriculture; DGS Annex Complex (formerly the Harrisburg State Hospital complex); DGS Public Works at 18<sup>th</sup> and Herr Streets; DGS at 22<sup>nd</sup> and Forster Streets; Harrisstown #1, Harrisstown #2, Commonwealth Tower; Philadelphia, Pittsburgh, Scranton and Reading state office buildings.

**Capitol Police Security Administration:** The Capitol Police Security Administration under the Superintendent of the Capitol Police is responsible for establishing procedures for issuance of photo identification badges and photo identification access badges. The Capitol Police Security Administration produces photo identification badges and photo identification access badges, including the "Emergency Response" designation and maintains photo identification access badge permissions.

Card Reader: A device that reads the electronic inscription on an access badge whereby locks or other access control systems may be activated.

DGS: Department of General Services.

Emergency Response Designation: A red banner with "Emergency Response" printed on the photo identification access badge or a photo identification badge. This designation is determined by the agency and allows the individual access to state offices during an emergency.

Photo identification access badge: A card with an employee's photograph, name and department programmed to permit access through use of a card reader or a photo identification badge programmed to permit access through the use of a card reader.

Photo Identification Badge: A card with the individual's photographs, name and association issued to a registered lobbyist, the employee of a contractor or credentialed press for presentation at a visitor entrance.

- D. Policy and Procedures for Contracted Personnel: The following policy and procedures are in place to ensure that personnel of all contracted firms, companies and associations are approved to perform work or provide services in the Harrisburg Capitol Complex and other secured buildings and premises. This does not include suppliers, visiting vendors or delivery persons who must enter through secured visitor's entrances.
1. Contracted personnel who will be on the premises during the business day (Monday – Friday, 6am-6pm) for less than two weeks will NOT need identification badges, and will be admitted to buildings through the security checks at visitor's entrances. All contracted personnel who will be on the premises for more than two weeks during the business day, or after business hours, on weekends and on holidays, MUST HAVE identification badges and are considered to be prime contracted personnel.
  2. The DGS Bureau of Construction Staff/Construction Manager oversees and coordinates the various phases of work performed by contracted persons (including subcontractors, their subcontractors and suppliers) and insures the general conditions and all requirements of the project are met for the Commonwealth. This includes security related issues for contractor access and compliance with the Request for Criminal History Record Information Act check (CHRIA) performed by the Pennsylvania State Police.
  3. The BOC Staff/Construction Manager will ensure that contracted personnel have complied with the criminal history background check process. Personnel requiring photo identification badges must present a cleared CHRIA report and photo identification to Security Administration before the badge is issued. To cover costs incurred by DGS in processing requests for badges by contracted personnel, a processing fee of \$10.00 for a photo identification badge or \$20.00 for a photo identification access badge must be paid by the Contractor before a badge will be issued. Badges that have been damaged, destroyed, stolen or lost through negligence will be replaced only after payment of a replacement fee of \$25.00 for a photo identification access badge or \$15.00 for a photo identification badge. Payment for badges will be in the form of check or money order payable to the Commonwealth of Pennsylvania.
  4. Scheduling of Photos: BOC Staff/The Construction Manager will advise Capitol Police Security Administration of individuals requiring appointments for photo identification. The BOC Staff/Construction Manager will do all communication regarding photo appointments. If you have any questions, please contact the BOC Staff/Construction Manager.
  5. Badges: The appropriate identification badge will be issued to contracted persons who have a clear CHRIA report. If a CHRIA report reflects a positive criminal history, the Bureau of Police and Safety will make appropriate review and enforce its denial policy

where required. Individuals with a background that is deemed a security risk will not be issued an identification badge. The badge will be issued for a one year period from the **date of request on the PA State Police Background Check**. Badges subject to renewal will be coordinated in the same manner as new issue badges. A new CHRIA certification and processing fee are required each year. Capitol Police Officers will be required to check expiration dates and decline access to those whose badges have expired dates with no exceptions. All badges must be returned to the Construction Manager at the completion of a project or contract. The Construction Manager must return terminated badges to the Capitol Police Security Administration. The Contractor is responsible for paying the replacement/lost badge fee for any badge not returned at the completion of the project. This will be done by a credit Change Order.

6. CHRIA: To obtain your CHRIA report, access the following website: <https://epatch.state.pa.us>. Fill out the information form and use your credit card. If you have no criminal history, you will receive a clear CHRIA report almost immediately. Click on the control number and then certified form. Print the certified form. Security Administration will only accept the certified form that contains the state seal. If there is a criminal history it will be sent by mail. The CHRIA must be submitted to the BOC Staff/Construction Manager along with the processing fees, and the Construction Manager will submit all information to the Security Administration Office. The BOC Staff/Construction Manager will inform the Contractor when the badge(s) are ready for the Contractor to pick up.
7. All badges must be returned to the BOC Staff/Construction Manager at the completion of a project or contract. The BOC Staff/Construction Manager must return terminated badges to the Capitol Police Security Administration. The employer of contracted personnel is responsible for paying the replacement/lost badge fee, for any badge not returned at the completion of the project.

### 1.3 CONTRACTOR REQUIREMENTS FOR THE SECURITY PROGRAM

- A. Each Prime Contractor shall designate a security coordinator to coordinate security issues with its subcontractors and the BOC Staff/Construction Manager.
- B. The security program must be maintained throughout the construction period until final completion.
- C. For new badges, the CHRIA must be submitted to the BOC Staff/Construction Manager 48 hours prior to the scheduled photo appointment; for renewals, no less than 24 hours prior to the individual starting work on the project. Upon submittal of the CHRIA, the security coordinator must inform the BOC Staff/Construction Manager as to the DGS Project Name and No. their personnel will be working on.
- D. The security coordinator for each prime contractor must contact the BOC Staff/Construction Manager to coordinate and schedule an appointment to obtain photo identification badges for all of their employees as well as the employees of sub-contractors or suppliers.
- E. All employees shall display the photo identification badge at all times.

### 1.4 ACCESS TO OCCUPIED/SECURED AREAS REQUEST

- A. All Contractors' employees must have an approved written request for access to all occupied/secured areas of a building. Employees who enter areas other than those designated on the approved written request will be immediately escorted from the site and will not be permitted to return.
- B. The following procedures are presented to establish a consistent and trackable method for the request and authorization of access for occupied/secured areas in the Capitol Complex. The intent is to streamline the process to minimize construction delays and to inform the Client

Agencies and Security Agencies of contractor activity in a timely manner. All access requests will be processed through the Construction Manager. The Request for Access procedure established is outlined below:

1. The "Request for Access to Occupied/Secured Areas" form should be fully completed by the Contractor and faxed/emailed to the Construction Manager. This request is to be made no later than 72 hours prior to the requested access date (see Attachment #1).
2. Upon receiving the request from the Contractor, the Construction Manager will request approval from the affected Client Agency and/or Security Agency.
3. The notification of approval will be made via fax or email transmission to the Contractor and DGS once received from the Client Agency and Security Agency. Denials will be communicated to the Contractor via phone, fax and email to explain the reason for the denial and to re-schedule the access.
4. Cancellation of access by the Contractor must be submitted to the Construction manager in writing at least (8) eight hours prior to the start time.

#### 1.5 DELIVERY NOTIFICATIONS

- A. All Contractors' employees must have written notification to deliver goods and/or services to the Capitol Complex. Employees who attempt to deliver items without prior notification may be denied access to the delivery area and may not be permitted to return until written notification has been submitted.
- B. The following procedures are presented to establish a consistent and trackable method for the notification of the delivery of goods and services to the Capitol Complex. The intent is to streamline the process to minimize construction delays and to inform the Client Agencies and Security Agencies of contractor activity in a timely manner. All delivery notifications will be processed through the BOC Staff/Construction Manager. The Delivery Notification procedure established is outlined below:
  1. The "Delivery Notification" should be completely filled out by the Contractor and faxed or emailed to the BOC Staff/Construction Manager. This request is to be made not later than 24 hours prior to the requested delivery (see Attachment #2).
  2. Upon receiving the notification from the Contractor, the BOC Staff/Construction Manager will notify the Security and Client Agency. The contractor should ensure the delivery driver has a copy of the delivery notification at the time of delivery.

#### 1.6 UTILITY SHUTDOWN REQUESTS

- A. All Contractors' employees must have written approval for a Utility Shutdown in any area involving the Capitol Complex.
- B. The following procedures are presented to establish a consistent and efficient method for the request and approval of a utility shutdown to services at the Capitol Complex. The intent is to streamline the process to minimize construction delays and to inform the Client Agencies and Security Agencies of contractor activity in a timely manner. All utility shutdown requests will be processed through the BOC Staff/Construction Manager. The utility shutdown procedure established is outlined below:
  1. The "Request for Utility Shutdown" should be completely filled out by the Contractor and faxed or emailed to the BOC Staff/Construction Manager. This request is to be made no later than two (2) weeks prior to the requested shutdown (see Attachment #3).
  2. Upon receiving the shutdown request from the Contractor, the BOC Staff/Construction Manager will request approval from the affected Client Agency and/or Security Agency.

3. The notification of approval will be made via fax or email transmission to the Contractor and DGS once received from the Client Agency and/or Security Agency. Denials will be communicated to the Contractor via phone, fax and email to explain the reason for the denial and to re-schedule the shutdown.
4. Cancellation of shutdown by the Contractor must be submitted to the BOC Staff/Construction manager in writing at least eight (8) hours prior to the start time. Failure to notify the BOC Staff/Construction Manager may result in back charges to the contractor via credit change order for overtime fees expended by state personnel that may be scheduled to work solely due to the requirements of the contractor shutdown.
5. A shutdown coordination meeting is required with all shutdown requests. The Construction Manager will coordinate this meeting between the Contractor, subcontractors, vendors, suppliers, Client Agencies and/or Security Agencies.

## 1.7 HOT WORK PERMITS

- A. A construction fire can be the single most devastating event to affect a project. Contractor's employees must be thoroughly briefed and familiar with the applicable practices of the National Fire Protection Association.
- B. Any hot work being performed requires the Contractor to complete a hot work request using the "24 Hour Notice Fire/Safety Work Permit" form. A separate request is necessary for each area where hot work is being performed. Upon DGS Fire/Safety approval, the Contractor can perform hot work as indicated on the request. The Contractor is required to have a copy of the signed "24 Hour Notice Fire/Safety Work Permit" form at the location of hot work.
- C. The DGS Fire/Safety personnel will periodically check the job during the shift for conformance to the hot work request; any individual not in compliance with the request will be removed from the project. The Contractor performing this work shall be totally responsible, legally and financially, for any damage that may occur as a result of this work. The procedure for acquiring a hot work permit is outlined below:
  1. The Contractor will request and receive the "24 Hour Notice Fire/Safety Work Permit" form electronically from the Construction Manager (see Attachment #4). This is an electronic PDF form with dropdown boxes to make selections. The contractor will be required to complete this form electronically.
  2. All Contractors must have an approved "24 Hour Notice Fire/Safety Work Permit" form prior to performing any hot work.
  3. A "24 Hour Notice Fire/Safety Work Permit" form is required under the following hot work descriptions:
    - a. Chemical Use
    - b. Cooking
    - c. Cutting
    - d. Grinding
    - e. Insulation
    - f. Ladder Work
    - g. Painting
    - h. Restoration
    - i. Sandblasting
    - j. Soldering
    - k. Static Displays
    - l. Sterno
    - m. Welding
    - n. Other Contact Fire/Safety with Explanation



4. Upon fully completing the “24 Hour Notice Fire/Safety Work Permit” form, the Contractor shall email to the Fire and Safety Agency ([gs-firesafetyenv@state.pa.us](mailto:gs-firesafetyenv@state.pa.us)) and copy the DGS Bureau of Construction and the Construction Manager, with at least a 24 hour period before the hot work commences. The Fire and Safety Agency will either approve or advise if other requirements are necessary and email back to contractor, DGS Bureau of Construction and the Construction Manager.
5. Contractor must comply with all instructions on the form and the checklist. They must have the form in their possession while performing the hot work.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used.

END OF SECTION

**Attachment #1**  
January 16, 2009

**Request for Access to Occupied/Secured Areas**

Date: [redacted] DGS Project No.: [redacted]

Contractor: [redacted] Subcontractor (if applicable): [redacted]

Point of Contact: [redacted]

Phone/Cell/Pager: [redacted]

Building: [redacted]

Room No(s): [redacted]

Date(s) of Proposed Access: [redacted]

ExactTime(s) of Proposed Access: [redacted]

Scope of Work to be Performed/Crew Size:

[redacted]

Hot work will be performed during this access: YES  NO

**COMPLETE FORM AND FAX OR EMAIL TO CONSTRUCTION MANAGER (CM)**

CM Contact Person: \_\_\_\_\_

CM Contact Fax: \_\_\_\_\_

CM Contact Email: \_\_\_\_\_

CM Contact Phone: \_\_\_\_\_

Do not write below this line – for Department of General Services Use Only

.....  
**If this access is acceptable, please sign below and this approval will be sent to all contractors requiring access. If there are modifications to this schedule, please note accordingly and we will distribute. Thank you in advance for your assistance.**

Authorizing signature and date: [redacted]  
(email response is acceptable)

**Attachment #2**

January 16, 2009

**Delivery Notification**

Date: \_\_\_\_\_ DGS Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_ Subcontractor (if applicable): \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone/Cell/Pager: \_\_\_\_\_

Driver: \_\_\_\_\_ Badge: Yes  No

Vehicle year, make, model and color: \_\_\_\_\_

License Plate No.: \_\_\_\_\_

Exact Time(s) of Proposed Delivery: \_\_\_\_\_

Date of Proposed Delivery: \_\_\_\_\_

Where Delivery will take place: \_\_\_\_\_

Who will receive Delivery/Contact info: \_\_\_\_\_  
\_\_\_\_\_

**COMPLETE FORM AND FAX OR EMAIL TO CONSTRUCTION MANAGER (CM)**

CM Contact Person: \_\_\_\_\_

CM Contact Fax: \_\_\_\_\_

CM Contact Email: \_\_\_\_\_

CM Contact Phone: \_\_\_\_\_

**Attachment #3**  
January 16, 2009

**Request for Utility Shutdown**

Date: [redacted] DGS Project No.: [redacted]

Contractor: [redacted] Subcontractor (if applicable): [redacted]

Point of Contact: [redacted]

Phone/Cell/Pager: [redacted]

Utility Proposed for Shutdown: [redacted]

Date and Time Shutdown is Proposed to Start: [redacted]

Date and Time Restart is Proposed: [redacted]

Specific Area(s) to be Affected: [redacted]  
(Identify Room Nos. from floor plans included and no contract drawings)

Justification for Shutdown Request:  
[redacted]

**COMPLETE FORM AND FAX OR EMAIL TO CONSTRUCTION MANAGER (CM)**

CM Contact Person: \_\_\_\_\_

CM Contact Fax: \_\_\_\_\_

CM Contact Email: \_\_\_\_\_

CM Contact Phone: \_\_\_\_\_

This Section to be completed by the Construction Manager (CM)

Request sent to (DGS Contact/Date): [redacted]

Deadline for Response to CM: [redacted]

Do not write below this line – for Department of General Services Use Only

.....  
DGS Authorizing signature and date: [redacted]

DGS Rejection signature and date: [redacted]

**Attachment #4**  
January 16, 2009

**\*\*24 HOUR NOTICE \*\***  
**FIRE/SAFETY WORK PERMIT**

Date of Request:		Work Order # DGS Project #	
Building:		Floor:	
Exact location:			
Exact Work Description: ( Note ) Select From Drop down List WELDING			
Exact Location:			
CONTRACTOR / AGENCY:			
Date of Work:		Start Time:	Finish Time:
PERSON CONDUCTING WORK:			Fire Watch:
SUPERVISOR:			Contact Phone #
<b><u>THE FOLLOWING ITEMS ARE REQUIRED AND MUST BE ADHERED TO ACCORDINGLY OR WORK WILL BE DENIED OR RESCHEDULED</u></b>			
<b>PERSONS CONDUCTING WORK THAT REQUIRES A FIRE/SAFETY PERMIT WILL ABIDE BY THE FOLLOWING:</b>			
<ul style="list-style-type: none"> <li>• Notify the DGS Building Manager and the DGS Fire Safety Office of any intended Hot Work via this form <b>NOT LESS THAN 24 HRS NOTICE UNLESS DEEMED AN EMERGENCY.</b></li> <li>• ONCE THIS FORM IS COMPLETED IT MUST BE SUBMITTED ELECTRONICALLY.</li> <li>• Be responsible for fire protection in the work areas and staging areas</li> <li>• Supply and maintain all necessary fire protection equipment.</li> <li>• Provide a minimum of two APPROVED working fire extinguishers rated at 10 lb. ABC within each Work/Event area 75 ft. apart.</li> <li>• Provide a fire watch at all times while open flame operations are taking place and for one hour after completion of work.</li> <li>• Utilize a flame resistant pad to protect all adjacent surfaces from open flame.</li> <li>• Provide a smoke/dust elimination devices or negative air enclosure at work site.</li> <li>• Not permitted to leave the work area until the materials have reached a temperature where it can be touched with a non-gloved hand.</li> </ul>			
<p>Contact information for DGS Fire Safety Phone (717-772-4545) E-Mail to: <a href="mailto:GS-firesafetyenv@state.pa.us">GS-firesafetyenv@state.pa.us</a></p>			
<b>HOT WORK CHECKLIST</b>			
<input type="checkbox"/>	Fire alarm system is disabled or there is no risk of activation.		
<input type="checkbox"/>	The area is swept clean of combustibles.		
<input type="checkbox"/>	All movable combustible items have been moved away from Hot Work area.		
<input type="checkbox"/>	All non-movable combustible flooring, building material, adjacent surfaces are covered with flame Resistant blankets.		
<input type="checkbox"/>	Flame Resistant Pads / Tarpaulins suspended beneath work if working on walls or ceilings.		
<input type="checkbox"/>	Hot Work is being conducted on Non-Combustibles and without Combustible Covering or Insulation.		
<input type="checkbox"/>	Enclosed equipment (If at or adjacent to the Hot Work areas) is cleaned of all combustibles.		
<input type="checkbox"/>	Containers adjacent to Hot Work area purged of ALL Combustible Materials.		
<input type="checkbox"/>	Fire Watch is trained in use of Portable Fire Extinguishers and Sounding the Alarm.		
<b>DISABLED POINT (S) OR LOOP (S)</b>			
Approval date:		Approval Time:	
Date Posted:		Time Posted:	
DGS FIRE / SAFETY APPROVAL:			

# **APPENDIX X**

## **DEPARTMENT OF MILITARY & VETERANS AFFAIRS – SUPPLEMENTAL PROVISIONS**

### PART 1 – GENERAL

#### 1.1 STIPULATIONS

- A. The specifications sections “General Conditions of the Construction Contract”, “Special Conditions”, and “Division 1 - General Requirements” form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

#### 1.2 PERSONAL BEHAVIOR

- A. Contractors are responsible for informing their employees of the special restrictions on personal behavior and the procedures/potential penalties for violations.
- B. Identification tags or badges to be furnished by the Institution Manager must be worn at all times while on facility property.
- C. Smoking is not permitted in any facility building.

#### 1.3 WORKING HOURS

- A. Refer to Specification Section 010400 – Coordination and Control for working hours. Any extension outside of these hours must be accomplished in accordance with the General Conditions and with the consent of both the Department and Institution Manager.

#### 1.4 VEHICLES

- A. Construction vehicles, as well as employees’ vehicles, will be parked in an area designated by Institution and Department and locked at all times. If any vehicles are to be left overnight, the license number or numbers of vehicles must be reported to the Institution Manager on a daily basis.

#### 1.5 TOOLS

- A. Tools shall be kept in a secure (locked) area when not in use and inventoried on a daily basis to ensure complete and total accountability. While the tools are being used, they shall be kept in view or on person. Broken or non-usable tools are to be disposed of away from Institutional property.

#### 1.6 FRATERNIZATION

- A. There shall be no fraternization or private relationships of Contractors' employees with residents and Institution Staff. This includes, but is not limited to, trading, bartering or receiving gifts, money, favors from the residents, or the residents’ friends, relatives or representatives.

#### 1.7 ALCOHOL AND CONTROLLED SUBSTANCES

- A. Alcoholic beverages and controlled substances shall not be carried, stored or consumed on Institutional property nor left in any vehicle.

#### 1.8 ORIENTATION PROGRAM

- A. The Institution agrees to provide an orientation program for covering security rules and regulations for the Contractors' personnel, with respect to residents’ safety and elopements.

- B. The contractor's personnel must attend a security orientation program prior to commencement of on-site work. No personnel of the contractor will be permitted to begin work on Institutional grounds without first attending the security orientation program. The contractor must schedule the orientation with the Institution, and budget his time accordingly. The Institution requires at least 10 days' notice for this activity and it will need to be a day that fits the Institution's schedule.
- C. Any contractor and their personnel exhibiting signs of illness that could be contagious to the residents must notify the Medical Director and Director of Nursing at the facility and follow their clinical recommendations including, but not limited to wearing a mask, avoidance of entry, etc.

#### 1.9 SECURITY CLEARANCE CHECK

- A. The Prime Contractor must obtain a criminal record check for all of its employees as well as the employees of Subcontractors or suppliers who will be required to enter the building as part of this project.
- B. The criminal record check must be requested from the Pennsylvania State Police by completing a 'REQUEST FOR CRIMINAL RECORD CHECK' FORM and submitting it to the Pennsylvania State Police.
- C. All Prime Contractors are responsible for the costs incurred with the record check including the processing fee for all of their employees as well as the employees of Subcontractors or suppliers who will be required to enter the building as part of this project.
- D. If a Contractor has not been a resident of the Commonwealth of Pennsylvania for the entire two-years (without interruption) immediately preceding the date of application for employment or currently lives out-of-state, in addition to the Pennsylvania State Police Criminal History Record Check, the Contractor will also need to obtain a Department of Aging FBI Criminal History Record Check. For more information, please visit [www.pa.cogentid.com](http://www.pa.cogentid.com).
- E. If the Criminal Record Check discloses a criminal record for a Contractor, Subcontractor or supplier employee, the Contractor shall not allow the employee access to the building, unless authorized by the Department.

#### 1.10 COVID PROTOCOLS

- A. Prior to any onsite design or physical work commencing all personal are required to comply with State Veterans Homes COVID Policies. The following documentation must be completed and submitted to the regional project manager.
  1. Employee vaccination status.
  2. Exemption status (religious/medical).
  3. Tuberculosis evaluation and risk assessment worksheet.
  4. Medical evaluation documentation for N95 mask.

#### 1.11 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- A. All contractors who work in the State Veterans Homes must adhere to the respective facilities PPE policy. This may include wearing gowns, gloves, goggles and, an N95 mask.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

# APPENDIX Y

## DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTAL PROVISIONS FLOOD PROTECTION PROJECTS

### PART 1 - GENERAL

#### 1.1 STIPULATIONS

- A. The specifications sections " General Conditions of the Construction Contract ", "Special Conditions", and "Division 1 - General Requirements" form a part of this Section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

#### 1.2 DEFINITIONS

- A. Whenever the term "Pennsylvania Department of Transportation Specifications, Publication 408" is used in these specifications, it shall mean the latest edition and change of those specifications issued prior to the release of this project for bidding.
- B. Whenever, documents are listed in the Applicable Publications subsection in the specifications, it shall mean the latest edition and change of those documents issued prior to the release of this project for bidding.
- C. DEP-BWEW: The Commonwealth employee of the Bureau of Waterways Engineering and Wetlands in the Department of Environmental Protection at the Central Office in Harrisburg, Pennsylvania. (We could define ourselves as the "Client Agency".) **[Note to Spec Writer, delete this paragraph if DEP is the Professional.]**

#### 1.3 SURVEYS AND LAYING OUT WORK

- A. Add the following to General Conditions Article 6.19 :
- H. The Professional will provide a stationed baseline, centerline, or offset centerline for the entire length of the project. In addition, benchmarks for construction purposes will be located at intervals over the length of the project.
- I. The Contractor shall fabricate for use by the Professional all stakes, targets and supports for establishing reference points and/or baselines, at no additional cost to the Department.
- J. From the baseline or centerline and benchmarks established by the Professional, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the Specifications or on the Contract Drawings, subject to modifications as the Professional may require to meet changed conditions.
- K. The Contractor shall furnish, at its own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the baseline and benchmark established by the Professional. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks



established by the Professional until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, the expense of replacement may be deducted from any amounts due or to become due the Contractor. The Professional may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

L. The Professional may check the grade and alignment of concrete forms prior to the placement of concrete. It is the intention not to delay the work for the checking of lines or grades, but, if necessary, working operations shall be suspended for such reasonable time as the Professional may require for this purpose. No additional compensation shall be paid for the cost to the Contractor of any of the work or delay occasioned by checking lines and grades, by making other necessary measurement, or by inspection, but such costs, it is agreed, shall be included in the Contract cost. The Contractor shall keep the Professional informed a reasonable time in advance of the times and places at which he intends to work in order that necessary measurements for record and payment may be made with a minimum of inconvenience to the Professional or of delay to the Contractor.

#### 1.4 PERMITS

- A. Refer to General Conditions Article 6.17. The following State and Federal permits have been obtained by the Professional and are included in this Project Manual at the end of the General Requirements:

**[NOTE TO SPEC WRITER: REVISE PER YOUR PERMITS]**

- (1) Chapter 105 Water Obstruction and Encroachment Permit (Pennsylvania Department of Environmental Protection)
  - (2) Section 404 of the Clean Waters Act, Department of the Army Permit
  - (3) Pennsylvania Department of Transportation Highway Occupancy Permit
- B. The Contractor shall sign the "Acknowledgement of Appraisal of Requirements of Permit" form for the Water Obstruction and Encroachment Permit and return it to the DEP Regional Office. This form is located at the end of the permit.
- C. If any state or federal permits expire during construction, the Professional will obtain permit extensions.
- D. Any municipal permit(s) that may be required for construction will be obtained by the Sponsor, at no cost to the Department or the Contractor.

#### 1.5 INDEMNIFICATION

- A. Add the following to General Conditions Article 10.23:

C. The work in every respect, from the execution of the Contract and during its progress until final acceptance, shall be under the charge and in the care of the Contractor and at his risk. The foregoing sentence is intended to include risks of every kind and description, including fire and flood risks. The Contractor shall properly safeguard against any or all injury or damage to the public, or to property of any kind, and shall alone be responsible for any such damage or injury.

D. The Department and the Contractor agree that if the work is damaged by natural disaster and said damaged work is eligible for disaster assistance by Federal, State, or other source,

the Department and Contractor will pursue said assistance and the Contractor will be relieved from his obligation under this paragraph insofar as said assistance is actually received.

## 1.6 TESTS

- A. Add the following paragraph to the end of General Conditions Article 6.32:

J. Where required in the Specifications or on the Drawings, tests that are to be performed at the expense of the Contractor shall be conducted by a material supplier or by an independent testing laboratory, either or both of which shall be subject to the approval of the Professional. One (1) PDF copy of all test results shall be submitted to the Department and one (1) PDF copy shall be submitted to the Professional ***[DELETE last phrase if DEP and the Professional are one in the same]***. The Professional reserves the right to perform additional tests at its own expense and to use such tests as a basis of approval or rejection regardless of previous decisions.

## 1.7 MOBILIZATION AND DEMOBILIZATION

- A. Add the following paragraph to the end of General Conditions Article 6.8 :

Mobilization consists of all work required to move all required plant, equipment, supplies and personnel onto the site; the complete assembly in satisfactory working order of all such plant and equipment on the site; and the satisfactory storage of all such materials and supplies at the site. Demobilization consists of the removal from the site of all plant and equipment after completion of the work and cleanup of the site. Payment will be made at the lump sum cost bid for "Mobilization and Demobilization", following complete demobilization as specified above and a site inspection by the Department.

## 1.8 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor's Certificate of Insurance for Workmen's Compensation shall contain the following statement: "All workers performing demolition work under this Contract are covered under the classification for demolition workers."

## 1.9 WORK COVERED CONTRARY TO REQUEST

- A. Replace General Conditions Article 12.1 to read as follows:

Any item of work which will be covered or made inaccessible by subsequent work shall first be checked by the Professional. If the Contractor covers or makes inaccessible any unchecked work, the Department may direct the Contractor to uncover or remove subsequent construction to permit a check of the unchecked work and the costs of uncovering or removing subsequent work and replacement of same will be at the Contractor's expense with no Extension of Time.

## 1.10 UNCOVERING OF WORK

- A. Delete General Conditions Article 12.2, Uncovering of Work.

## 1.11 PHOTOGRAPHS

- A. Each month, the Contractor, at its own cost, shall furnish photographs of at least 2 views of the project showing the progress of work. These photos shall be digital files submitted monthly in e-Builder. The digital photographs shall be of sufficient size to print 8-inch X 10-inch color prints on photographic paper with a continuous tone image from a photographic processing lab (minimum pixel size of 2240 x 1680 or 4 megapixel). The project number,

date of photo, and a simple description of the view shall be superimposed in one corner on the front of each photo.

- B. After final inspection, the Contractor, at its own cost, shall furnish a minimum of four (4) low-level aerial color photographs showing the completed project in different views. These photos shall be digital files submitted in e-Builder. The digital photographs shall be of sufficient size to print 11-inch X 14-inch color prints on photographic paper with a continuous tone image from a photographic processing lab (minimum pixel size of 3032 x 2008 or 6 megapixel). The project number, date of photo, and a simple description of the view shall be superimposed in one corner on the front of each photo. Photos may be shared with the general public and/or local media.

**[NOTE TO SPEC WRITER: If the project is large, increase quantity of aerial photos, roughly the same number as plan sheets.]**

- C. After completion of punch list items, the Contractor, at its own cost, shall furnish a minimum of ten (10) photographs taken at various locations along the project. Photographs shall conform to the same requirements as Paragraph A above.
- D. After completion of the post punch list photos, the contractor shall furnish two (2) sets of compact discs to the Department of Environmental Protection with copies of all photos submitted.

**[NOTE TO SPEC WRITER: If the project is Consultant Design, increase quantity of cd's by one, so that the consulting firm has a copy for their records. One of the cd's is turned over to the Sponsor.]**

#### 1.12 RIGHT-OF-WAY AND LIMIT OF CONTRACT

- A. Replace General Conditions Article 19.7 to read as follows:

Contract Limits and Work Beyond Limit of Contract. For the purposes of performing the Work, the site (Contract Limits) is designated as the outermost easement line on the Drawings (Limit of Contract lines). Additional space necessary for the Contractor's use (storage of materials, etc.) shall be obtained by the Contractor at its own cost. The Contractor is responsible for any work performed beyond the Contract Limits.

- B. The Department will furnish to the Contractor all rights-of-way that, in its opinion, are sufficient for the Contractor to access the work site, stage its operations, and perform the work. At its own cost, the Contractor may obtain any additional temporary easements that it feels it needs to do the work. Prior to entering upon such additional lands, the Contractor shall provide the Department with copies of the acquisition documents for the temporary easements it obtains.
- C. The Contractor shall be liable for trespassing or injury to private property and shall conduct its work in accordance with any laws and regulations relating thereto.
- D. The Drawings show the limits of permanent easement and temporary easement. Any structures within the permanent easement limits that interfere with the permanent features of the work are to be removed by the Contractor upon approval of the Department unless designated otherwise on the Drawings. The method of removal and/or disposal shall be approved by the Department. The temporary easement is for use, as needed, by the Contractor. No buildings, structures, driveways, sidewalks or ornamental vegetation in this area shall be removed or damaged in any way except by written direction of the Department or with the written approval of the property owner. The Contractor shall be liable for any property or other damages resulting from its operations, whether or not they occur in the

working area. All lands must be restored to as good as or better than their original condition and left in a slightly state.

- E. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass within the temporary easement lines which do not interfere with the construction as may be determined by the Department. No trees or shrubs shall be removed without the consent of the Department. The Contractor shall be liable for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment.

#### 1.13 SCAFFOLDING

- A. Each Contractor shall furnish at its own cost, all scaffolding, trestles, ladders and platforms, and all other equipment that is required for the execution of the work under its own contract. All scaffolding must meet the standards set forth in the Construction Industry Standards, OSHA 2207, of the Occupational Safety and Health Administration, U.S. Department of Labor.

#### 1.14 TEMPORARY SERVICES DURING CONSTRUCTION

- A. The Contractor shall, at its own cost, install, operate, protect, and maintain such temporary services that are required by it to properly perform its work. These temporary services shall include water supply, electric light and power, heat, hoists, sanitary facilities, offices, access roads, ramps, and any other services which are necessary for proper execution of the work, regardless of whether or not they are stipulated in the General Conditions, Special Requirements, and/or the Specifications.
- B. Any and all costs of temporary services shall be borne by the Contractor. Arrangements for such temporary services must be made by the Contractor.
- C. Temporary connections shall be made in accordance with any and all regulations- Municipal, County, State, Federal, or other and with full knowledge and cooperation of utility companies or other organizations or individuals having any interest in the use of temporary services.
- D. If the Contractor fails to carry out its responsibility in supplying temporary services as required for satisfactory completion of the work set forth in this Contract, it will be held responsible for such failure, and the Department shall have the right to take such action as it deems proper for the protection and conduct of the work and shall deduct the cost involved from the amount due the Contractor.

#### 1.15 PROTECTION OF EXISTING STRUCTURES

- A. The Contractor shall carefully protect from injury any existing improvements, property or structures that may be liable to injury by the work covered by the Contract, except insofar as work of the Contract requires their modification or removal. The Contractor shall take all precautions necessary for such protection and shall be fully responsible for and shall make good any injury to such works, property, or structures that may occur by reason of its operations.
- B. With the exception of those items listed in the Contractor Adjustment tables on the Drawings, all costs for the protection of existing structures shall be incidental to the performance of this Contract.

#### 1.16 MAINTENANCE OF COMPLETED WORK

- A. The Contractor shall maintain all completed work for the duration of the Contract. This shall include any necessary repairs to structures, the removal of accumulations of silt or debris from the work and the reshaping and reseeding of disturbed project areas. The completed work shall be in accordance with the Contract Plans and Specifications when the work is finally accepted by the Department.

#### 1.17 SOIL EROSION AND SEDIMENTATION CONTROL DURING THE CONSTRUCTION PERIOD

- A. The Contractor's attention is directed to the Clean Streams Law on the list of State Laws in Article A.39 of the Instructions to Bidders. These General Requirements require strict compliance with the Clean Streams Law Act of June 22, 1937, P.L. 1987 as amended and the regulations promulgated thereunder. Special attention is directed to Chapter 102 of the regulations which require the control of accelerated erosion and resulting sedimentation of the waters of the Commonwealth.
- B. The Pennsylvania Department of Environmental Protection (DEP) has issued a Water Obstruction and Encroachment Permit for construction of the project. A general erosion and sediment control (E&S) plan is described below. The Contractor shall expand on the general E&S plan, according to his/her intended means and methods, and submit a final detailed E&S plan for review and approval.

**No earthmoving activity may begin until the Contractor receives written approval of its Final Erosion and Sedimentation Control Plan and Schedule of Implementation from the DEP Bureau of Waterways Engineering and Wetlands.**

The final erosion and sedimentation control plan shall include:

1. Specific dimensions and/or descriptions of Best Management Practices (BMPs) proposed beyond those shown on Drawing ES-1 through ES-\_\_.
  2. An Implementation Schedule for BMP installation and removal, corresponding to the overall construction schedule and stream diversion and dewatering plan(s).
- C. The Contractor shall comply with the current version of the "Erosion and Sediment Pollution Control Program Manual", published by the DEP Bureau of Waterways Engineering and Wetlands. The manual is available at County Conservation District offices. The Contractor may submit alternate erosion and sedimentation BMPs for consideration.
- D. The detailed E&S Plan shall be prepared by a person trained and experienced in erosion and sediment control methods and techniques. The seal of a qualified professional (Engineer, Land Surveyor, Professional Geologist or Landscape Architect) is required on erosion and sedimentation control plans for structural engineered BMP calculations and specifications. The plan shall include details and descriptions of all erosion control measures for disturbed lands, stream banks, storm inlets, borrow and spoil areas, and dewatering operations. The schedule shall include installation and removal of the temporary control features, and construction of the permanent works. Dates of start-of-phases, end-of-phases, and shutdowns must be included. If foul weather, labor strikes, material delivery delays, or other reasons render the approved schedule obsolete, the Contractor must submit a revised schedule for review and approval. No additional compensation will be made for preparing the final plan and schedule or for obtaining DEP approval. No extension to the proposed date-of-completion will be granted for delays resulting from the process. A copy of the final plan will be kept at the DEP Bureau of Waterways Engineering and Wetlands office in Harrisburg for information relative to the Water Obstruction and Encroachment Permit.
- E. The Bureau of Waterways Engineering and Wetlands may consult with the Conservation District during the review process. The Contractor shall allow seven (7) days for review and comment of the initial submissions. If the initial submission is deemed inadequate by Bureau of

Waterways Engineering and Wetlands, the Contractor shall resubmit a revised E&S plan to address any deficiencies. The Contractor shall allow seven (7) days for review and comment of each resubmission necessary to obtain E&S plan approval from the Bureau of Waterways Engineering and Wetlands. No Extension of Time to the proposed date-of-completion will be granted for the time required to review the E&S plan or any necessary resubmittal(s).

- F. A copy of the approved final E&S Plan must be kept on site. Proper implementation of the approved E&S plan is the responsibility of the Contractor. The DEP Bureau of Waterways Engineering and Wetlands has final approval of the adequacy of the E&S plan, however, this approval does not relieve the Contractor of his/her responsibilities, as a co-permittee, to control erosion and sedimentation resulting from construction activities. Lack of demonstrated success in controlling erosion and sedimentation will indicate the need for E&S plan modification.
- G. The implementation schedule shall indicate the sequence of installation and removal of the BMPs in relation to the construction of the permanent works. The overall project schedule (GR 013100) can satisfy the implementation schedule requirement, provided sufficient detail is included. Dates of start-of-phases, end-of-phases, and shutdowns must be included. If foul weather, labor strikes, material delivery delays, or other reasons render the approved schedule obsolete, the Contractor must submit a revised schedule for review and approval.
- H. The Proposed Erosion and Sediment Control Plan is described below and shown on Drawing Nos. ES-1 through ES-##\_.
1. The Limit of Disturbance approved under the Water Obstruction and Encroachment Permit is the outermost temporary or permanent easement lines or contractor work area limits shown on the drawings. If the contractor intends to perform work beyond these limits, or stage materials that will create additional earth disturbances, he/she shall apply for an Amendment to the Water Obstruction and Encroachment Permit to reflect any increase in the Limit of Disturbance.
  2. Temporary E&S controls shall be maintained throughout the duration of construction. E&S controls shall be in place before the removal of any existing vegetation and shall be repaired, replaced, or removed as necessary and/or as directed by the Professional. Accumulated sediments behind control measures shall be removed periodically to maintain the effectiveness of the measures and shall be disposed of in the approved offsite spoil area. At no time shall the depth of accumulated sediment behind the rock dam or filter fence be allowed to exceed one-half the height of the control structure.
  3. If work is halted for more than 4 days, on any segment of the project, the Contractor shall protect the exposed areas against erosion using temporary seeding as described in Section 32 of the Technical Specifications, or by other approved methods.
  4. The Contractor shall install perimeter E&S controls around all disturbed areas where surface runoff will leave the work site and flow onto adjacent areas. Divert runoff by means of drainage ditches, longitudinal mounds or other measures, unless the area is a depression from which no runoff will escape.
  5. Considering anticipated runoff volume, ground surface slope and soil characteristics, utilize diversion and protection measures (such as seeding, sodding, jute matting, riprap, etc.) that will minimize velocities and soil erosion. At diversion outlets, install measures that will dissipate the energy of the water outflow and spread it out over as broad an area as is practical.
  6. The Contractor will be responsible for the proper removal and disposal of excess topsoil and fill material from the site at any time. The receiving site, if outside the contract limits shown on the drawings, must have an erosion and sedimentation control plan that meets the conditions of Chapter 102 and is approved by the county conservation district prior to

the placement of any fill. In addition, the receiving site may require an NPDES permit from the DEP regional office. The Contractor is responsible for following the DEP Management of Fill policy. Copies of all required property releases and permits must be provided to the Department for all off-site spoil and borrow areas. Spoil areas cannot be located on wetlands, within flood plains, or on lands where the surface slope exceeds 10 percent. Spoil areas shall be left in an uneven condition with mounds and depressions that will pond water and minimize runoff from the area. Borrow areas shall be graded to insure free drainage of water from the area without accelerated erosion. When no more material will be removed from the borrow area, the Contractor shall bury wasted materials, grade the area, replace the topsoil (if applicable), and seed the area in accordance with Section 32 of the Technical Specifications, unless requested otherwise by the landowner.

7. The Contractor shall finish the spoil and borrow areas in such a manner that will prevent soil erosion. Upon completion of operations, spoil and borrow areas shall be graded and seeded. Spoil and borrow areas shall be seeded in accordance with Section 32 of the Technical Specifications, unless an alternate seed mixture is requested by the property owner and approved by Bureau of Waterways Engineering and Wetlands.
  8. The Contractor shall obtain the Department's approval before constructing temporary access roads. Exposed areas adjacent to these roads shall be seeded, runoff across the roads shall be controlled by longitudinal and transverse drainage, and erodible road surfaces shall be stabilized with coarse aggregate or crushed rock.
  9. Upon completion of any segment of construction, the Contractor shall immediately apply permanent seeding as described in Section 32 of the Technical Specifications, or otherwise stabilize the completed segment. The Contractor may perform temporary seeding operations to maintain finished graded areas until the optimum time arrives to perform permanent seeding operations.
  10. Temporary E&S measures shall remain in place until a minimum 70% permanent grass cover has been established for each segment of construction. Final payment for Erosion and Sedimentation Control will be withheld until all temporary E&S controls are removed from the completed project.
- I. **Failure to implement and maintain adequate soil erosion and sediment control measures can result in an enforcement action, ultimately requiring a shut down of work. No extension of contract time or additional compensation will be granted if such a shutdown occurs as a result of an act of negligence of the Contractor.**
  - J. Payment for the implementation of the Erosion and Sediment Control Plan will be made at the appropriate lump sum cost bid. The cost shall include all costs of labor, materials, and equipment necessary to perform all the work described in this section, as well as all costs of preparing the required plans and obtaining additional permits and property releases. No additional measurement or payment will be made for adjustments to the detailed E&S plan required.

#### 1.18 PREPAREDNESS, PREVENTION AND CONTINGENCY PLAN

- A. A Preparedness, Prevention and Contingency (PPC) Plan is required if fuels, lubricants, fertilizers, chemicals, solvents, hazardous wastes or any materials with the potential for causing accidental pollution of air, land or water are stored or utilized on site.
- B. The Contractor shall develop the PPC Plan to ensure that (BMPs) have been developed and implemented at the construction site to control potential discharges of pollutants into streams. The Contractor shall comply with the "Guidelines for the Development and Implementation of Environmental Emergency Response Plans, Document Id: 400-2200-001", in preparing and

implementing its PPC Plan. The document is available at DEP Regional offices and on-line at the DEP web site.

#### 1.19 PAYMENT FOR GENERAL REQUIREMENTS

- A. ***[NOTE TO SPEC WRITER: UNIT PRICE PARAGRPH, DELETE IF LUMP SUM CONTRACT]*** Work that is involved in or incidental to the general and specific requirements contained in the "Instructions to Bidders", "General Conditions", "General Requirements", and "Technical Specifications" may not be assignable in whole or in part to any particular item of payment but is considered to be part of the entire work. Payment for work under such general and specific requirements shall be considered a subsidiary part of the project requirements and shall be included proportionally in all items of payment contained in the "Unit Costs" schedule of the Proposal form. The work referred to includes such items as obtaining, caring for, packaging, transporting, and delivering samples; implementation of antipollution measures; access roads; Contractor's office; temporary buildings; temporary wiring, heating and air conditioning, waterlines, water and sanitary facilities; telephone charges; overhead; insurance; permits; licenses; and any and every cost or charge necessary and incidental to the proposed work.
- A. ***[NOTE TO SPEC WRITER: LUMP SUM PARAGRPH, DELETE IF UNIT PRICE CONTRACT]*** Work that is involved in or incidental to the general and specific requirements contained in the "Instructions to Bidders", "General Conditions", "General Requirements", and "Technical Specifications" may not be assignable in whole or in part to any particular item of payment but is considered to be part of the entire work. Payment for work under such general and specific requirements shall be considered a subsidiary part of the project requirements. The work referred to includes such items as obtaining, caring for, packaging, transporting, and delivering samples; implementation of antipollution measures; access roads; Contractor's office; temporary buildings; temporary wiring, heating and air conditioning, waterlines, water and sanitary facilities; telephone charges; overhead; insurance; permits; licenses; and any and every cost or charge necessary and incidental to the proposed work.

#### 1.20 EXISTING UTILITIES

- A. Refer to General Conditions Articles 6.21 and 6.22. With the exception of those items listed in the Contractor Adjustments tables on the Drawings, all costs for preventing injury or damage to existing utilities and all costs of injury or damages to existing utilities shall be incidental to the performance of this contract.
- B. Underground utility relocations may be performed while the Contractor is working in the area. The Contractor shall cooperate with the local authorities and the utility companies in the relocation of their lines during construction of this project. No separate payment will be made by the Department to the Contractor for any work done by the Contractor and/or delays in the construction of the project due to the Contractor's cooperation with the local authorities and utility companies.

#### 1.21 DETERMINATION OF QUANTITIES

- A. ***[NOTE TO SPEC WRITER: UNIT PRICE PARAGRPH, DELETE IF LUMP SUM WITHOUT UNIT PRICES CONTRACT]*** The estimated quantities of work to be done and equipment to be furnished under these Contract Documents, as shown on the Proposal and in the Contract, are approximate and are given only as a basis of calculation upon which the bids will be compared. The Department does not assume any responsibility that the quantities set forth shall be realized strictly in the work, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities or of the character of the work, location, or other conditions pertaining thereto. The Department reserves the right to increase or decrease any or all of the above mentioned quantities of work, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be



considered as sufficient grounds for granting an increase in the unit costs bid. Payment will be based on actual quantities performed by the Contractor and approved by the Department.

- B. ***[NOTE TO SPEC WRITER: DELETE THIS PARAGRAPH IF PROJECT IS LUMP SUM]*** The Professional shall make all measurements and determine all quantities and amounts of work done and/or materials furnished under this Contract. Existing conditions for payment purposes will be determined from a survey conducted by the Professional. Cross sections plotted by the Professional from information obtained in this survey will be used in the computation of quantities. No adjustments will be made in the unit costs bid or in the lump sum bid, as the case may be, because of increase or decrease in the actual quantities.

## 1.22 MODIFICATION OF METHODS AND EQUIPMENT

- A. Except where otherwise directly specified in the Contract, the Contractor shall design, lay out and be responsible for the methods and equipment used in fulfilling the Contract; but such methods and equipment, when required, shall have the approval of the Professional.
- B. If, at any time, the Contractor's methods or equipment appear to the Department or the Professional to be unsafe, inefficient or inadequate for securing the safety of the workers, the quality of work, or the rate of progress required, the Department may order the Contractor to increase their safety and efficiency, and the Contractor shall comply with such orders. If, at any time, the Contractor's working force, in the opinion of the Department, shall be inadequate for securing the necessary progress as herein stipulated, the Contractor shall, if so directed, increase the force or equipment to such an extent as to give reasonable assurance of compliance with the schedule of progress; but the failure of the Department to make such demand shall not relieve the Contractor of his obligation to secure the quality, the safe conduct of the work, and the rate of progress required by the Contract, and the Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appliances and methods. All directives issued to comply with this section shall be accomplished without any additional cost to the Department.

## 1.23 SPONSOR ADJUSTMENTS

***[NOTE TO SPEC WRITER: Edit section for actual sponsor adjustments completed/needed.]***

- A. The Contractor shall cooperate fully with the Sponsor and/or utility owners and coordinate his construction activities with the Sponsor and/or the utility owners so that the adjustments are completed in a timely manner.
- B. The Sponsor, by signing the Sponsorship Agreement, is obligated to complete all negotiations, necessary transactions and proceedings for the alterations and/or removals listed on the Drawings in the tables headed "Sponsor Adjustments", including any similar items discovered during construction. All costs and damages involved in such alterations and/or removals shall be paid for by the Sponsor. The Sponsor for this Project is the \_\_\_\_\_.
- C. Most of the underground facilities, such as water lines and sanitary sewers, that require adjustment, have already been completed. Other relocations of water lines and sanitary sewers may be completed at the same time that the Contractor is working in those respective locations.
- D. All other adjustments and/or removals, where practical, will be completed prior to the Contractor's work in those respective locations. If the Sponsor's failure to make any adjustment causes the proposed construction in that respective location to be rescheduled, the Department has the right to make the adjustment and invoice the Sponsor for the costs of the adjustment.

- E. At the second construction job conference, the Contractor shall provide the Sponsor and the Department with a written schedule of the proposed dates of work at the locations of each known Sponsor Adjustment as listed on the drawings. The Contractor shall request that the Sponsor determine the amount of notice required to arrange for each adjustment and the amount of construction time required to accomplish each adjustment. The Contractor shall promptly provide written notification to the Sponsor and the Department of any changes in this schedule. It shall be the sole responsibility of the Contractor to provide sufficient written notice to the Sponsor and the Department so that each adjustment can be accomplished without causing delay or inefficiency in the construction of this Contract. Once such written notification has been given, the Contractor shall maintain frequent communication with the Sponsor so as to keep fully informed of the status of all adjustments and assure completion of each adjustment in a timely manner.
- F. The Department will make no separate payment to the Contractor for any work done by the Contractor on Sponsor Adjustments, unless the Contractor has been directed to do so by the Department.
- G. The Department will make no separate payment to the Contractor for delays in the construction of this Contract due to the Contractor's failure to schedule adjustments with the Sponsor. Failure to properly schedule adjustments with the Sponsor shall not be the basis for any claim against the Department.
- H. The Department will make no separate payment to the Contractor for delays in the construction of this Contract due to Sponsor Adjustment items discovered during construction of this Contract.

#### 1.24 SECURING BORROW AND/OR SPOIL AREAS

- A. The Contractor will be required to obtain borrow and/or spoil areas at its own cost and shall make its own arrangements for the borrowing and/or disposal of materials, being solely responsible for all costs thereof. Spoil areas shall not be located on wetlands, flood plains or on land with a slope exceeding 10 percent. Location(s) of borrow and/or spoil areas shall be subject to the approval of the Department and the Professional. The Contractor shall obtain release(s) from the landowner(s) granting permission to borrow and/or spoil, and shall comply with the applicable provisions of the "Soil Erosion and Sedimentation Control During the Construction Period" and "Environmental Quality Control" sections of these General Requirements.
- B. Spoil areas outside the contract limits shown on the drawings, must have an Erosion and Sedimentation Control Plan that meets the conditions of Chapter 102 and is approved by the county conservation district prior to the placement of any fill. In addition, the receiving site may require an NPDES permit from the DEP regional office.
- C. Location(s) of borrow and/or spoil areas within the limits of work shown on the drawings shall be subject to the approval of the Department of Environmental Protection - Bureau of Waterways Engineering and Wetlands. Materials disposed of in spoil areas shall be placed to the lines and grades approved by the Professional, and the surfaces shall be left in a neat and slightly condition and sloped to provide adequate drainage. The Contractor shall smooth grade and seed the completed area, but no compaction will be required.
- D. The Contractor shall obtain release(s) from the landowner(s) granting permission to borrow and/or spoil, and shall comply with the applicable provisions of the "Soil Erosion and Sedimentation Control During the Construction Period" and "Environmental Quality Control" sections of these General Requirements and the DEP Management of Fill policy. A copy of the release(s) and the Soil Erosion and Sedimentation Control Plan approved by the appropriate regulatory authority shall be furnished to the Department.

- E. Borrow areas shall be cleared, grubbed, and stripped of surface materials not satisfactory for the intended purposes. Stripped topsoil shall be stockpiled and reserved for topsoiling the borrow area when excavation operations are completed. Unsatisfactory materials encountered in the borrow area shall be placed in worked out areas of the borrow area and subsequently buried, graded, topsoiled, and seeded.
- F. Materials disposed of in spoil areas shall be placed to the lines and grades approved by the Professional, and the surfaces shall be left in a neat and slightly condition and sloped to provide adequate drainage. The Contractor shall smooth grade and seed the completed area, but no compaction will be required.
- G. No direct payment will be made for obtaining borrow and/or spoil areas, borrow excavation and/or hauling borrow material, clearing, grubbing, spoiling, grading, seeding, obtaining permit approvals for borrow and/or spoil areas beyond work limits shown on the drawings, materials testing required by disposal facilities beyond the work limits shown on the drawings and other work in the borrow and/or spoil areas, and the costs of such shall be considered incidental to payments for the applicable excavation(s) and/or placement item(s).

#### 1.25 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. The Contractor shall provide, install and maintain all necessary equipment, including warning signs and traffic control devices as shown on the Traffic Control Plan, Drawings No. TC-1 through TC-##, for the maintenance and protection of traffic during construction. If the Contractor wishes to use alternate measures, it must prepare an alternate traffic control plan and submit the plan and detailed cost for its implementation to the Department. The alternate traffic control plan must conform with the requirements of Subchapter B of 67 Pa. Code 203. It is required that an approved plan be available at the construction site at all times. Approval of the plan and/or implementing the measures shown thereon shall not relieve the Contractor of any responsibility to avoid possible personal injury and property damage. All materials, equipment and construction procedures shall conform to the applicable provisions of Section 901 of the Pennsylvania Department of Transportation Specifications, Publication 408.
- B. The Contractor shall be responsible for the maintenance and/or repair of streets and public thoroughfares throughout the work site if damaged by the Contractor during the term of contract under the definition of use indicated above. The Contractor shall also be responsible for the maintenance and/or repair of streets and public thoroughfares outside the work area used by its vehicles during the progress of the work to the extent of cleaning up any materials spilled from or otherwise distributed by its vehicles and restoring said streets and rights-of-way to their original condition if damaged by the Contractor. The cost and expense incidental to the fulfillment of this paragraph shall be borne by the Contractor and should it create any public nuisance, in the opinion of the Department, by its failure to comply with the requirements of this paragraph, then the Department, upon written notice to the Contractor, may request the appropriate public authority where the nuisance occurs to correct the damage, and the cost of this work shall be deducted from any amounts due, or to become due, the Contractor under the terms of this Contract.
- C. The Contractor shall at all times provide adequate safety measures at the site to avoid personal injury and property damage. Adequate passage for pedestrians and access to properties shall be maintained, as required, throughout the work site.
- D. Payment will be made at the lump sum cost bid, which cost and payment shall constitute full compensation for this work. This includes cost of furnishing, placing, maintaining and removal of signs, barricades, flashers, flagmen, etc., as required to maintain and protect traffic satisfactorily during construction. No additional payment will be made for the preparation and implementation of an alternate traffic control plan. If the implementation of the alternate traffic control plan is a savings to the Contractor, those savings shall be passed along to the

Commonwealth. **[NOTE TO SPEC WRITER: DGS suggests this paragraph be deleted for a lump sum contract.]**

1.26 EXCAVATION

- A. Delete General Conditions Article 11.5, which is replaced by Technical Specification Section 10.

1.27 WORK IN VICINITY OF RAILROADS

- A. **[ADD AS NEEDED. REVISE PER YOUR PROJECT CONDITIONS]**

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

**APPENDIX Z**  
**PUBLIC WORKS EMPLOYMENT**  
**VERIFICATIONS ACT**

The JOC Contractor is hereby notified that this contract and all Job Orders are for a public work and the JOC 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. JOC 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 Client Agency a Commonwealth Public Works Employment Verification Form available on the Departments' web site at [www.dgs.pa.gov](http://www.dgs.pa.gov) or at [Public Works Employment Verification | Department of General Services | Commonwealth of Pennsylvania](#)

## **APPENDIX AA**

### **WORKERS PROTECTION AND INVESTMENT**

Executive Order 2021-06 Worker Protection and Investment. The Proposer determined to be the most advantageous to the Commonwealth will be required to comply with the Worker Protection and Investment by submitting to DGS a Worker Protection and Investment Certification Form (Form) prior to award of the contract. Proposers shall either provide the Form to DGS with its Technical Submission or within three (3) days after receipt of notice to provide the Form. Failure or refusal to provide the Form will be considered a refusal to comply with the proposal requirements and result in rejection of the proposal, and the Proposer may be entered into the Contractor Responsibility Program. This Form is attached on the subsequent page.

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**WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM**

- A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:
1. Construction Workplace Misclassification Act
  2. Employment of Minors Child Labor Act
  3. Minimum Wage Act
  4. Prevailing Wage Act
  5. Equal Pay Law
  6. Employer to Pay Employment medical Examination Fee Act
  7. Seasonal Farm Labor Act
  8. Wage Payment and Collection Law
  9. Industrial Homework Law
  10. Construction Industry Employee Verification Act 1
  11. Act 102: Prohibition on Excessive Overtime in Healthcare
  12. Apprenticeship and Training Act
  13. Inspection of Employment Records Law
- B. Pennsylvania law establishes penalties for providing false certifications, including civil penalties; contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

**CERTIFICATION**

I, the official named below, certify I have read and understand this Worker Protection and Certification Form and I am duly authorized to execute this certification on behalf of the firm identified below, and the firm identified below is compliant with all applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the firm’s compliance status to the DGS Public Works immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i><b>Signature</b></i> <span style="float: right;"><i><b>Date</b></i></span>
<i><b>Name (Printed)</b></i>
<i><b>Firm Name (Printed)</b></i>
<i><b>DGS Contract Number</b></i>

**APPENDIX CC**  
**EVALUATION COMMITTEE SCORING MATRIX**

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# APPENDIX BB

## Responsiveness Checklist

Indicate if the proposal meets each of following mandatory requirements. Any Proposal that has a "No" checked for an applicable item in the Mandatory section will be rejected as non-responsive. The Non-Mandatory section is intended to assist you in completing your Proposal.

<b>MANDATORY REQUIREMENTS (as applicable, if "No", Proposal rejected as non-responsive):</b>	<b>Yes</b>	<b>No</b>
Technical Submissions included and separately sealed (4 electronic sets)		
Cost Submission included and separately sealed (Appendix I)		
SDB / VBE Submissions included and separately sealed (Appendix K)		
Proposer is on the Plan Holder List		
Proposer attended at least 1 Pre-Proposal Conference		
Completed Cover Sheet (Appendix A)		
Proposal Signature Page properly completed (Appendix B)		
Non-Collusion Affidavit properly completed and notarized (Appendix C)		
<b>NON-MANDATORY REQUIREMENTS CHECKLIST</b>		
	<b>Yes</b>	<b>No</b>
<ul style="list-style-type: none"> <li>■ Technical Section 2-3.1 Company Profile</li> </ul>		
<ul style="list-style-type: none"> <li>○ Company Profile (Appendix D)</li> </ul>		
<ul style="list-style-type: none"> <li>○ Experience Modification Rate (EMR) on Insurance Carrier's Letterhead</li> </ul>		
<ul style="list-style-type: none"> <li>■ Technical Section 2-3.2 Comparable Construction Experience</li> </ul>		
<ul style="list-style-type: none"> <li>○ 4 Projects Equal to or Less than \$150,000 (Appendix E)</li> </ul>		
<ul style="list-style-type: none"> <li>○ 4 Projects Between \$150,001 and \$400,000 (Appendix F)</li> </ul>		
<ul style="list-style-type: none"> <li>○ 1 Project Between \$400,001 and \$2,000,000 (Appendix G)</li> </ul>		
<ul style="list-style-type: none"> <li>■ Technical Section 2-3.3 Key Personnel/Resourcing</li> </ul>		
<ul style="list-style-type: none"> <li>○ 2 Project Managers (Appendix G)</li> </ul>		
<ul style="list-style-type: none"> <li>○ Administrative Office Support Narrative</li> </ul>		
<ul style="list-style-type: none"> <li>○ Staffing Plan Narrative</li> </ul>		
<ul style="list-style-type: none"> <li>■ Technical Section 2-3.4 Understand the JOC Procurement System Narrative</li> </ul>		

**APPENDIX CC**  
**EVALUATION COMMITTEE SCORING MATRIX**

**REQUEST FOR PROPOSAL FOR JOB ORDER CONTRACTS**

**PROPOSER'S NAME:**

**REGION**

**DISCIPLINE**


PROPOSAL TOTAL SCORE		
CRITERIA	MAX POINTS	PROPOSER'S POINTS
COMPANY PROFILE	95	0
COMPARABLE CONSTRUCTION EXPERIENCE	108	0
KEY PERSONNEL	102	0
UNDERSTANDING OF THE JOC PROCUREMENT SYSTEM	95	0
<b>Total</b>	<b>400</b>	<b>0</b>

CRITERIA	POINTS	MAX POINTS	GUIDELINES FOR POINT EVALUATIONS	EVALUATOR COMMENTS
<b>COMPANY PROFILE</b>				
1) Number of Years the Company has been a Contractor		15	15 Pts = Greater than 10+ Years 10 Pts = Between 5 -10 Years 5 Pts = Less than 5 Years	
2) Number of Years Experience Working with the Commonwealth on a Construction Contracts as a Prime Contractor		15	15 Pts = Greater than 10+ Years 10 Pts = Between 5 -10 Years 5 Pts = Less than 5 Years	
3) Does the Company have Job Order Contracting Experience (Prime or Subcontractor)		20	20 Pts = Prime Contractor Experience or Both 10 Pts = Subcontractor Experience 0 Pts = No Experience	
4) EMR Rate for Past (3) Years		20	15 Pts = EMR is Less than .90 10 Pts = EMR is Between .90 and 1.0 5 Pts = EMR Greater than 1.0 With acceptable justification 0 Pts = EMR Greater than 1.0 Without acceptable justification	
5) Description of Company and Services Provided (Based on Additional Sheets Provided)		25	25 Pts = Above Average 15 Pts = Average 0 Pts = Below Average or Nothing Attached	
<b>Total Company Profile Points:</b>	<b>0</b>	<b>95</b>		

<b>TOTAL MAX SCORE</b>	<b>0</b>	<b>95</b>
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CRITERIA	POINTS	POINTS	POINTS	POINTS	MAX SCORE	GUIDELINES FOR POINT EVALUATIONS	EVALUATOR COMMENTS
<b>COMPARABLE CONSTRUCTION EXPERIENCE</b>							
<b>PROJECTS EQUAL TO OR LESS THAN \$150,000</b>	Project #1	Project #2	Project #3	Project #4	Max Score Per Project		
1) Yes or No, Project is Equal to or Less than 150,000					Y/N	If No, Entire Project = 0 Pts for Project	
2) Final Acceptance After January 1, 2018?					Y/N	If No, Entire Project = 0 Pts for Project	
3) Company Role: Prime or Sub					6	6 Pts = Prime Contractor or Multi-Prime 3 Pts = Subcontractor	
4) Project Type & Project Scope					6	6 Pts = Type of Work Fits Contract Being Proposed 0 Pts = Type of Work Does NOT Fit Contract	
	0	0	0	0	12		

CRITERIA	POINTS	POINTS	POINTS	POINTS	MAX SCORE	GUIDELINES FOR POINT EVALUATIONS	EVALUATOR COMMENTS
<b>COMPARABLE CONSTRUCTION EXPERIENCE</b>							
<b>PROJECTS BETWEEN \$150,001 AND \$400,000</b>	Project #1	Project #2	Project #3	Project #4	Max Score Per Project		
5) Yes or No, Project is Between \$150,000 and \$400,000					Y/N	If No, Entire Project = 0 Pts for Project	
6) Final Acceptance After January 1, 2018?					Y/N	If No, Entire Project = 0 Pts for Project	
7) Company Role: Prime or Sub					6	6 Pts = Prime Contractor or Multi-Prime 3 Pts = Subcontractor	
8) Project Type & Project Scope					6	6 Pts = Type of Work Fits Contract Being Proposed 0 Pts = Type of Work Does NOT Fit Contract	
	0	0	0	0	12		

CRITERIA	POINTS	POINTS	POINTS	POINTS	MAX SCORE	GUIDELINES FOR POINT EVALUATIONS	EVALUATOR COMMENTS
<b>COMPARABLE CONSTRUCTION EXPERIENCE</b>							
<b>PROJECT BETWEEN \$400,001 AND \$2,000,000</b>	Project #1				Max Score Per Project		
9) Yes or No, Project over \$400,000					Y/N	If No, Entire Project = 0 Pts for Project	
10) Final Acceptance After January 1, 2018?					Y/N	If No, Entire Project = 0 Pts for Project	
11) Company Role: Prime or Sub					6	6 Pts = Prime Contractor or Multi-Prime 3 Pts = Subcontractor	
12) Project Type & Project Scope					6	6 Pts = Type of Work Fits Contract Being Proposed 0 Pts = Type of Work Does NOT Fit Contract	
	0				12		

<b>TOTAL MAX SCORE</b>	<b>0</b>	<b>108</b>
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CRITERIA		POINTS	MAX POINTS	GUIDELINES FOR POINT EVALUATIONS	EVALUATOR COMMENTS
<b>KEY PERSONNEL ASSIGNED TO THE CONTRACT</b>					
<b>PROJECT MANAGER #1</b>					
1)	Number of Years with the Firm		5	5 Pts = 5+ Years 3 Pts = Between 1 and 5 Years 0 Pts = Less than 1 Years	
2)	Number of Years Experience as a Contractor in the Trade Being Proposed		7	7 Pts = 5 + Years 5 Pts = Between 3 and 5 Years 2 Pts = Between 1 and 3 Years 0 Pts - Less than 1 Year	
3)	Does the Project Manager have experience with Job Order Contracting		5	5 Pts = Any Experience	
4)	Number of Years Experience the Project Manager has Working with the Commonwealth on Construction Contracts as a Prime Contractor		5	5 Pts = 5 + Years 3 Pts = Between 1 and 5 Years 0 Pts = Less than 1 Year	
5)	Resume & Experience		8	1 to 8 Pts = Applicable Experience for Contract being Proposed 0 Pts = Nothing Attached	
<b>Total Project Manager Points:</b>		<b>0</b>	<b>30</b>		
<b>PROJECT MANAGER #2</b>					
6)	Number of Years with the Firm		5	5 Pts = 5+ Years 3 Pts = Between 1 and 5 Years 0 Pts = Less than 1 Years	
7)	Number of Years Experience as a Contractor in the Trade Being Proposed		7	7 Pts = 5 + Years 5 Pts = Between 3 and 5 Years 2 Pts = Between 1 and 3 Years 0 Pts - Less than 1 Year	
8)	Does the Project Manager have experience with Job Order Contracting		5	5 Pts = Any Experience	
9)	Number of Years Experience Working with the Commonwealth on a Construction Contracts as a Prime Contractor		5	5 Pts = 5 + Years 3 Pts = Between 1 and 5 Years 0 Pts = Less than 1 Year	
10)	Resume & Experience		8	1 to 8 Pts = Applicable Experience for Contract being Proposed 0 Pts = Nothing Attached	
<b>Total Project Manager Points:</b>		<b>0</b>	<b>30</b>		

CRITERIA		POINTS	MAX POINTS	GUIDELINES FOR POINT EVALUATIONS	EVALUATOR COMMENTS
<b>OTHER PERSONNEL AND RESOURCING</b>					
11)	Quality of Administrative Office Support		12	12 Pts = Above Average 6 Pts = Average 0 Pts = Below Average	
12)	Quality of the Proposer's Staffing Plan & Ability to Staff Up Should the Volume of Work Require it		30	30 Pts = Above Average 15 Pts = Average 0 Pts = Below Average	
<b>Total Staffing Plan &amp; Volume</b>		<b>0</b>	<b>42</b>		

<b>TOTAL MAX SCORE</b>	<b>0</b>	<b>102</b>
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CRITERIA	POINTS	MAX POINTS	GUIDELINES FOR POINT EVALUATIONS	EVALUATOR COMMENTS
<b>UNDERSTANDING THE JOC PROCUREMENT SYSTEM</b>				
1) Overview of the JOC Procurement System		15	15 Pts = Above Average 10 Pts = Average 0 Pts = Below Average	
2) Overview of the Procedure the Client Agency will use to Procure Construction Work		15	15 Pts = Above Average 10 Pts = Average 0 Pts = Below Average	
3) Process for Preparing Designs and Developing Job order Proposals and Accurate Price Proposals		15	15 Pts = Above Average 10 Pts = Average 0 Pts = Below Average	
4) Plan for Subcontracting		20	20 Pts = Above Average 15 Pts = Average 0 Pts = Below Average	
5) Emergency Response		15	15 Pts = Above Average 10 Pts = Average 0 Pts = Below Average	
6) Keys to Success and Additional Information		15	15 Pts = Above Average 10 Pts = Average 0 Pts = Below Average	
<b>Total Company Profile Points:</b>	<b>0</b>	<b>95</b>		

<b>TOTAL MAX SCORE</b>	<b>0</b>	<b>95</b>
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DEPARTMENT OF GENERAL SERVICES  
1800 HERR STREETS  
HARRISBURG, PENNSYLVANIA

**ADDENDUM NO. 1**

**On**

**DGS - A - 2022 - 0001 - JOC - All Contracts**

As stated in the RFP, by submitting a proposal, Proposer acknowledges and affirms that the provisions of all addenda have been included in the Proposal and that the Proposer understands its responsibility for all provisions of all addenda.

---

**Item 1**

An additional mandatory Pre-Proposal Conference will be held on:

Monday, October 24<sup>th</sup>, 2022, at 10:00 AM  
1800 Herr Street  
Harrisburg, PA 17125

**If you plan to attend this Pre-Proposal Conference, please RVSP to [ra-publicworks@pa.gov](mailto:ra-publicworks@pa.gov).**

Please see Part 1-9 Pre-Proposal Conference of the RFP for the details.

**Item 2**

RFP Section 2.5 – SDB and VBE Participation Submittals is rewritten in its entirety as follows:

The Proposer shall submit two (2) electronic versions of its SDB and VBE Participation Submittals on two (2) Flash Drives in PDF Format, the SDB and VBE Participation Submittals can be submitted on the same Flash Drive. The Flash Drives should be clearly labeled with the Proposer's name and "SDB/VBE Submittal". The following which are attached as Appendices in Part 6 of this RFP must be included in the submittal:

1. A SDB Participation Submittal and additional required documentation, all completed in accordance with this RFP and the Instructions for Completing the SDB Participation Submittal and Utilization Schedule.
2. A VBE Participation Submittal and additional required documentation, all completed in accordance with this RFP and the Instructions for Completing the VBE Participation Submittal and Utilization Schedule

If a Proposer does not submit an SDB or VBE Participation Submittal with the Proposal, the Proposal will be rejected as non-responsible.

**Item 3**

- Q. Confirming that proposers must calculate down time into their factors for secure facility access – thus if it takes an hour to get in and an hour to get out, the factor must include and cover for the 2 lost hours.
- A. Proposers should consider all costs not comprised in a Unit Price when calculating their Adjustment Factor. As defined in Article 1 of the General Conditions, each Unit Price is comprised of labor, equipment, and material costs to accomplish the specific Pre-priced Task. All other costs associated with doing business, such as but not limited to overhead and profit, should be considered when calculating your Adjustment Factor

**Item 4**

- Q. Confirming that awarded contractors must provide full time supervision by their own staff on all projects. This shall be calculated and included into the factor.
- A. Refer to Contract Documents specifically, General Conditions Article 1.62 Project Manager, Article 1.78 Superintendent and Article 6.11 Supervision.

**Item 5**

- Q. Confirming that all awarded contractors and subcontractors shall follow each agencies policies regarding background checks, badging etc. This shall be calculated and included into the factor.
- A. Specific Agency requirements stand as written and shall be considered when calculating adjustment factors. Please refer to RFP Appendices T through Z.

**Item 6**

- Q. Confirming that all awarded contractors and subcontractors shall provide certified payroll reports complying with PA prevailing wage requirements.
- A. Yes, the PA Prevailing Wage Act applies to all Job Orders. Refer to Part 5-1.1 and 5-7 of the RFP.

**Item 7**

- Q. Section 5-3 lists regions, trades and expected dollar values in those regions. Can you provide a map or matrix of the Northeast region expected dollar value **by County?**
- A. The RFP stands as written.

**Item 8**



- Q. When bidding on a specific regional contract, “do out of region” projects provided in Appendix E, Appendix F and Appendix G receive equal weight during evaluation and scoring as “In the region”?
- A. Yes, there is no geographic requirement for comparable construction experience. Refer to Appendix CC Evaluation Committee Scoring Matrix.

**Item 9**

- Q. Will FOS Charge the contractor a licensing fee?
- A. No, FOS of Cannon Design will not charge contractors a licensing fee.

**Item 10**

- Q. Part 2, Section 2-3.3 Key Personnel: Are we allowed to re-use Project Managers if we are submitting on different regions or are they required to be different personnel?
- A. There are no restrictions on how a proposer utilizes their Project Managers.

**Item 11**

- Q. Do the SDB and VBE participation goals have to be met on every Job Order?
- A. Refer to the Contract Documents specifically, Administrative Procedure No. 16. The participation percentages must be met on an annual basis from all Job Orders issued during the previous year.

DEPARTMENT OF GENERAL SERVICES  
1800 HERR STREETS  
HARRISBURG, PENNSYLVANIA

**ADDENDUM NO. 2**

**On**

**DGS - A - 2022 - 0001 - JOC - All Contracts**

As stated in the RFP, by submitting a proposal, Proposer acknowledges and affirms that the provisions of all addenda have been included in the Proposal and that the Proposer understands its responsibility for all provisions of all addenda.

---

**Item 1**

It is required that your company attend at least one of the four Pre-Proposals Conferences offered if you plan to submit a proposal. This additional Pre-Proposal Conference to be held on Monday, October 24, 2022, is only mandatory for those proposers who have not attended one of the previous three Pre-Proposal Conference for this RFP. The date and location of this fourth Pre-Proposal Conference is as follows:

Monday, October 24, 2022, at 10:00 AM  
1800 Herr Street  
Harrisburg, PA 17125

**If you plan to attend this Pre-Proposal Conference, please RVSP to [ra-publicworks@pa.gov](mailto:ra-publicworks@pa.gov).**

Please see Part 1-9 Pre-Proposal Conference of the RFP for the details.

DEPARTMENT OF GENERAL SERVICES  
1800 HERR STREETS  
HARRISBURG, PENNSYLVANIA

**ADDENDUM NO. 3**

**On**

**DGS - A - 2022 - 0001 - JOC - All Contracts**

As stated in the RFP, by submitting a proposal, Proposer acknowledges and affirms that the provisions of all addenda have been included in the Proposal and that the Proposer understands its responsibility for all provisions of all addenda.

---

**Item 1**

- Q. Based on Question 4 of the company profile submittal how is this a fair contract award system when a new proposer is disadvantaged by 10-20 points vs. a contractor that currently holds JOC contracts?
- A. The Department has discretion in determining its needs and requirements in a Request for Proposal procurement method and "Job Order Contracting Experience" is a need, but it is not a requirement for this Contract. To further clarify, "Job Order Contracting Experience" for the purposes of the company profile submittal is not required to be with the Commonwealth. Proposers may use experience gained with other JOC Programs to be scored by the Evaluation Committee. The Evaluation Committee Scoring Matrix (App CC) has a maximum 20 points available for this one item which is a small percentage (5%) of the total Technical Score and only 2% of the Total Proposer Score.

**Item 2**

- Q. Based on Question 4 of the company profile submittal how is a new proposer to outscore a current JOC contract holder when a new proposer is disadvantaged by 10-20 points vs. a contractor that currently holds JOC contracts?
- A. "Job Order Contracting Experience" is not a requirement for this Contract. To further clarify, "Job Order Contracting Experience" for the purposes of the company profile submittal is not required to be with the Commonwealth. Proposers may use experience gained with other JOC Programs to be scored by the Evaluation Committee. Part 2.3 of the RFP and the Evaluation Committee Scoring Matrix (App CC) provide all proposers with information and opportunities for positive evaluations.

**Item 3**

- Q. What qualifications does the selection committee hold to differentiate between a GC, Plumbing, Electrical, HVAC project as labeled on the Comparable Construction Experience submittal?
- A. The Evaluation Committee members have construction, engineering, architectural and/or project management experience.

**Item 4**

- Q. In past JOC proposers have allegedly misrepresented themselves by mislabeling projects to gain points and advantage over other contractors. The department was made aware previously. What steps are put in place to monitor and prevent this from happening on this RFP? Are there any penalties for a contractors' misrepresentation?
- A. The RFP, which includes the Proposal Signature Page, provides consequences for, among other things, fraudulent information.

**Item 5**

- Q. Should project labels used on the Comparable Construction Experience (GC, Plumbing, HVAC, Electrical) be classified in the same manner as a typical DGS or PA Commonwealth projects?
- A. Classifications are utilized to delineate specific experience related to referenced discipline.

**Item 6**

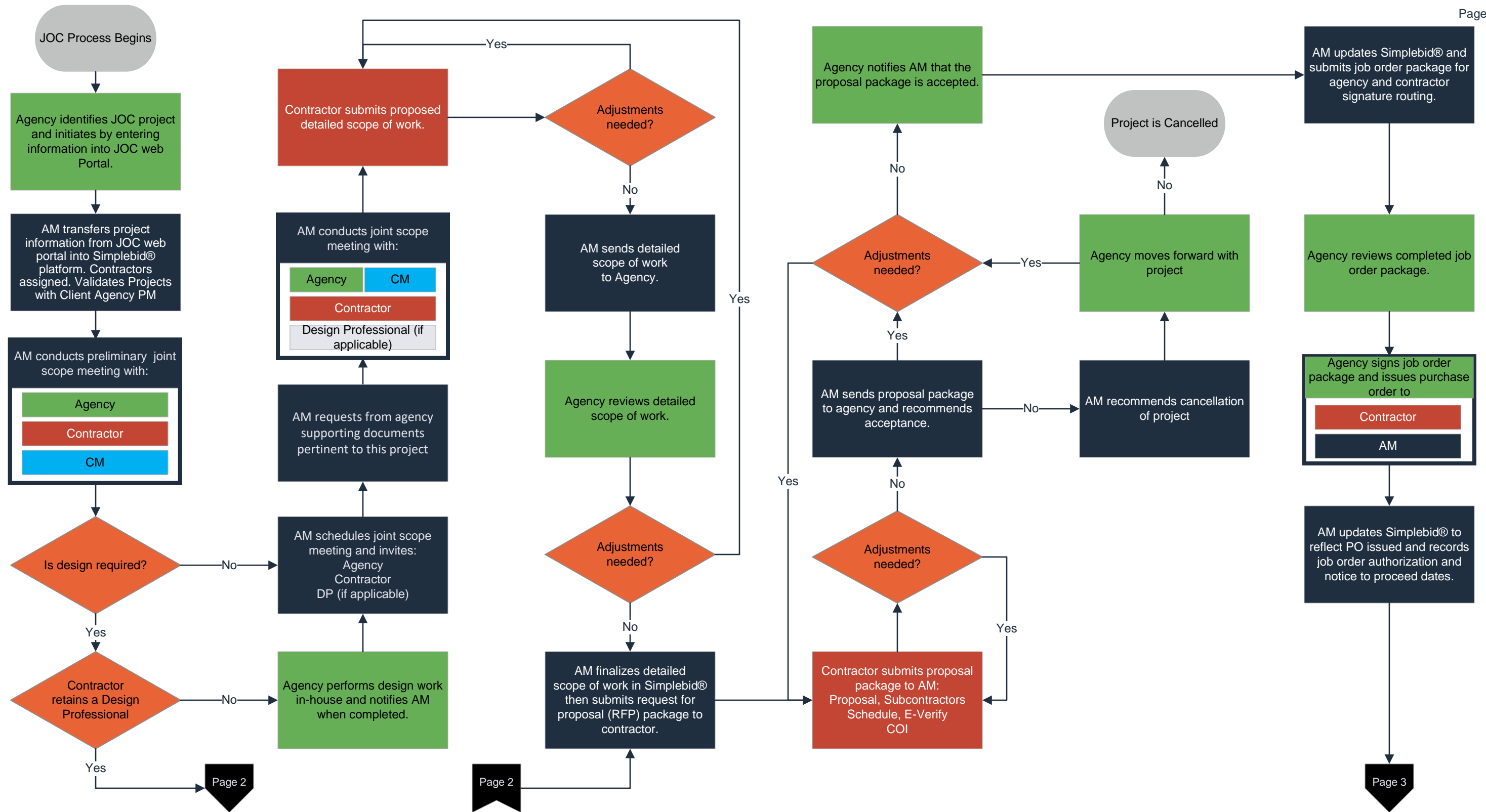
- Q. When writing up the Understanding the JOC Procurement System submittal should that be an actual explanation on how the system works or should it be what a company has done in the past on previous contracts? We are asking this question so we can understand how the submittal is scored.
- A. All sections of the Technical Submittal are scored in accordance with the RFP and the Evaluation Committee Scoring Matrix (App CC). Each Proposer should review the Contract Documents and, if it chooses to do so, perform independent research, and provide a narrative in your own words specifically addressing the topics listed in Part 2-3.4 of the RFP.

**Item 7**

- Q. Will the selection committee review these questions before and during reviewing the contractor submissions to refresh themselves on what the answers to the contractors' questions are?
- A. The Evaluation Committee members are provided the RFP and Addenda issued for this procurement.

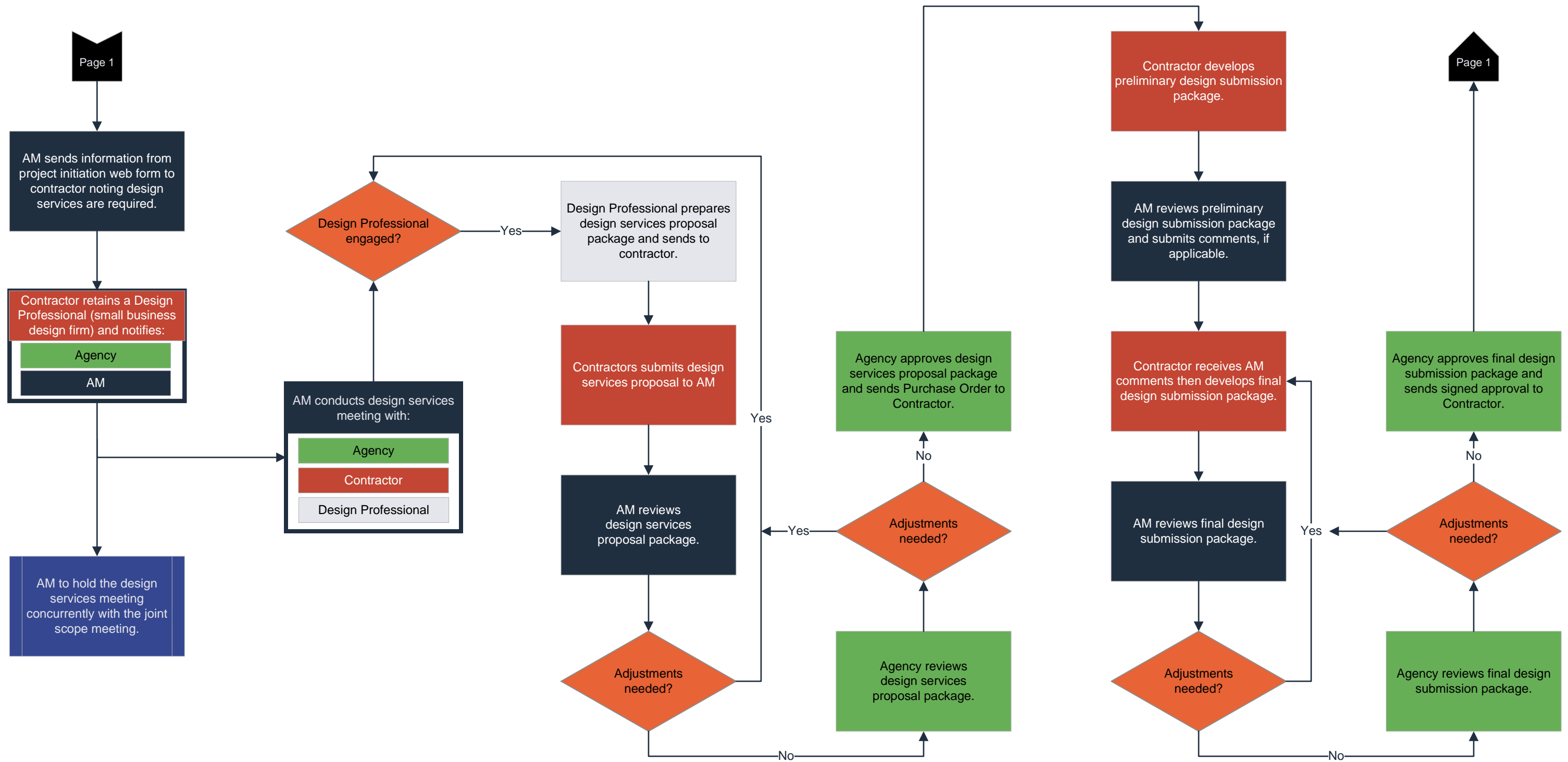
**Item 8**

Section H of Administrative Procedure No. 3 in Appendix P, Administrative Procedures for the Job Order Contract, has been replaced in its entirety with the Job Order Contracting Program Process Workflow contained on the following pages.



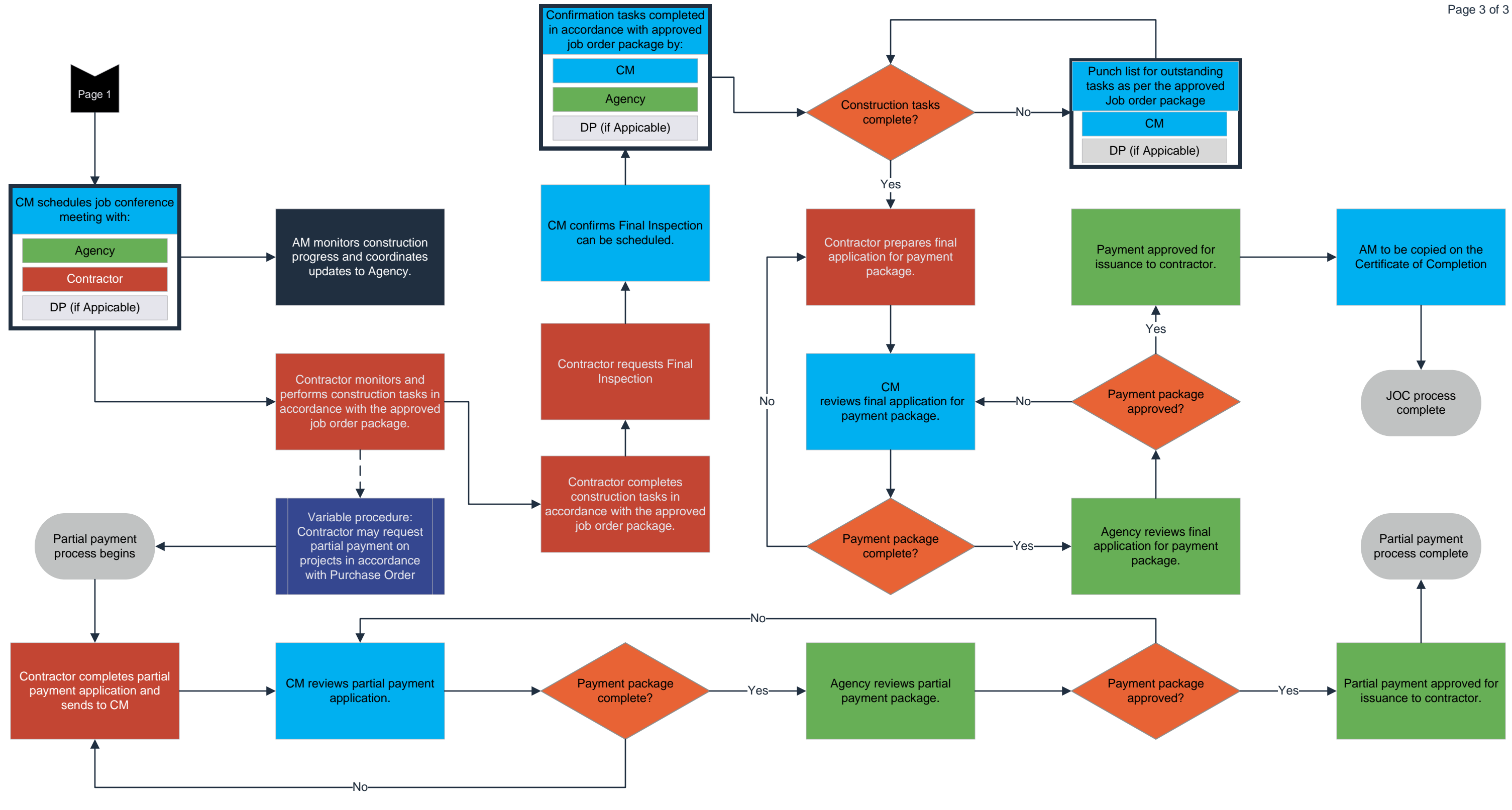
Legend





Legend





Legend



DEPARTMENT OF GENERAL SERVICES  
1800 HERR STREETS  
HARRISBURG, PENNSYLVANIA

**ADDENDUM NO. 4**

**On**

**DGS - A - 2022 - 0001 - JOC - All Contracts**

As stated in the RFP, by submitting a proposal, Proposer acknowledges and affirms that the provisions of all addenda have been included in the Proposal and that the Proposer understands its responsibility for all provisions of all addenda.

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**Item 1**

Q. In the Simplebid Unit Price Book, under the Pricing Considerations: Other, there is nothing listed for the Division 26 Electrical. Are there any clarifications/checks for the Division 26 Electrical?

A. **General:**

- 1) Item costs include all labor, material, small equipment, small tools, and consumables to install the item.
- 2) Labor costs exclude rigging equipment. Refer to (CSI) - MasterFormat® Division 01 - General Requirements for Assembly Items: Construction Aids.
- 3) Demolition/Removal costs exclude any salvage value.
- 4) Manufacturer and Model numbers are for reference/comparison purposes only and are not intended to specify specific items. Reference contract documents for specific selections and approved equals.
- 5) Item descriptions may not include every size, range, or increment of sizes available for every item. It is the responsibility of the contractor to choose the most applicable item.
- 6) Cutting and patching work required for the installation of electrical systems or components shall be included under General Trades Divisions 1 through 14.
- 7) Items are of commercial grade unless stated otherwise.
- 8) Installation costs assume accessible locations. Removals and/or relocations of adjacent items required for access such as ceilings, walls, MEP systems, etc. to be priced separately.

**Conduit & Wire:**

- 1) Conduit line items include couplings and supports unless stated otherwise.
- 2) Conduit Fittings reflect the average cost of all fitting types and should be quantified as such.



**Equipment:**

- 1) *Equipment costs include freight to jobsite, factory certified start-up services, owners training, and manufacturer’s standard warranty.*
- 2) *Equipment costs exclude mechanical ductwork and piping hook-ups (connections).*
- 3) *Equipment costs exclude housekeeping pads and dunnage.*
- 4) *Equipment Demolition/Removal costs exclude electrical hook-ups/connections.*
- 5) *Equipment costs exclude Temperature Controls.*

**Item 2**

- Q. In the Simplebid Unit Price Book, under the 26-00-00 Electrical section, all the line items under the ‘Equipment’ column are at \$0.00. Do we add lifts, bucket truck, cranes and other equipment into our proposal per Division 01 as need to complete the project?
- A. That is correct. Small tools & equipment would be included in material costs, but any major equipment required for installation should be added from Division 1.

**Item 3**

- Q There are no electrical terminations in the Simplebid Unit Price Book. Example, if we need to terminate the wiring to an HVAC unit being installed by the mechanical contractor, how would this be added into our proposal?
- A. Contractor would supply a breaker, conduit, wire, and disconnect

**Item 4**

- Q. Under 26-24-00, all switchboards and panelboards are listed as MLO. If we have a switchboard or panelboard with a main breaker, would we have to write-up a New Item Request (NIR) for these items?
- A. MCB Panel pricing listed below for SET Region and all Regions other than SET

	<b>All Regions Except SET</b>				
Item	Description	UM	Labor Cost/Unit	Material Cost/Unit	Total Amount
H002	100A MCB PANEL, 480/277V	EA	\$ 2,729.34	\$ 2,669.15	\$ 5,398.00
H0031	125A MCB PANEL, 480/277V	EA	\$ 2,729.33	\$ 2,770.35	\$ 5,500.00
H005	150A MCB PANEL, 480/277V	EA	\$ 2,729.34	\$ 3,622.34	\$ 6,352.00
H007	225A MCB PANEL, 480/277V	EA	\$ 3,639.11	\$ 3,869.63	\$ 7,509.00
H009	225A MCB PANEL, 480/277V, 2 Section	EA	\$ 4,548.89	\$ 5,133.82	\$ 9,683.00
H011	400A MCB PANEL, 480/277V	EA	\$ 4,548.88	\$ 5,877.19	\$ 10,426.00
H013	600A MCB PANEL, 480/277V	EA	\$ 4,548.90	\$ 6,415.44	\$ 10,964.00

H015	800A MCB PANEL, 480/277V	EA	\$ 4,548.88	\$ 8,604.85	\$ 13,154.00
H017	1000A MCB PANEL, 480/277V	EA	\$ 9,097.78	\$ 11,182.67	\$ 20,280.00
H019	1200A MCB PANEL, 480/277V	EA	\$ 6,823.33	\$ 15,493.08	\$ 22,316.00
L002	100A MCB PANEL, 208/120V	EA	\$ 1,819.56	\$ 2,455.62	\$ 4,275.00
L0031	125A MCB PANEL, 120/208V	EA	\$ 2,729.34	\$ 2,791.66	\$ 5,521.00
L005	150A MCB PANEL, 208/120V	EA	\$ 2,729.34	\$ 3,196.08	\$ 5,925.00
L007	225A MCB PANEL, 208/120V	EA	\$ 3,639.12	\$ 3,824.53	\$ 7,464.00
L009	225A MCB PANEL, 208/120V, 2 section	EA	\$ 4,548.89	\$ 5,119.27	\$ 9,668.00
L011	400A MCB PANEL, 208/120V	EA	\$ 3,639.12	\$ 5,782.62	\$ 9,422.00
L013	600A MCB PANEL, 208/120V	EA	\$ 4,548.89	\$ 7,782.91	\$ 12,332.00
L015	800A MCB PANEL, 208/120V	EA	\$ 4,548.90	\$ 10,037.77	\$ 14,587.00
L017	1000A MCB PANEL, 208/120V	EA	\$ 6,823.34	\$ 14,940.27	\$ 21,764.00
L019	1200A MCB PANEL, 208/120V	EA	\$ 5,458.67	\$ 18,152.37	\$ 23,611.00

SET Region					
Item	Description	UM	Labor	Material	Total
H002	100A MCB PANEL, 480/277V	EA	\$ 3,973.09	\$ 2,669.15	\$ 6,642.24
H0031	125A MCB PANEL, 480/277V	EA	\$ 3,973.08	\$ 2,770.35	\$ 6,743.43
H005	150A MCB PANEL, 480/277V	EA	\$ 3,973.09	\$ 3,622.33	\$ 7,595.42
H007	225A MCB PANEL, 480/277V	EA	\$ 5,297.45	\$ 3,869.63	\$ 9,167.08
H009	225A MCB PANEL, 480/277V, 2 Section	EA	\$ 6,621.83	\$ 5,133.81	\$ 11,755.64
H011	400A MCB PANEL, 480/277V	EA	\$ 6,621.82	\$ 5,877.19	\$ 12,499.01
H013	600A MCB PANEL, 480/277V	EA	\$ 6,621.81	\$ 6,415.46	\$ 13,037.27
H015	800A MCB PANEL, 480/277V	EA	\$ 6,621.82	\$ 8,604.84	\$ 15,226.66
H017	1000A MCB PANEL, 480/277V	EA	\$ 13,243.63	\$ 11,182.67	\$ 24,426.30
H019	1200A MCB PANEL, 480/277V	EA	\$ 9,932.74	\$ 15,493.08	\$ 25,425.82
L002	100A MCB PANEL, 208/120V	EA	\$ 2,648.73	\$ 2,455.62	\$ 5,104.35
L0031	125A MCB PANEL, 120/208V	EA	\$ 3,973.09	\$ 2,791.67	\$ 5,764.76
L005	150A MCB PANEL, 208/120V	EA	\$ 3,973.08	\$ 3,196.09	\$ 7,169.17
L007	225A MCB PANEL, 208/120V	EA	\$ 5,297.45	\$ 3,824.53	\$ 8,121.98
L009	225A MCB PANEL, 208/120V, 2 section	EA	\$ 5,621.82	\$ 5,119.27	\$ 10,041.09
L011	400A MCB PANEL, 208/120V	EA	\$ 5,297.45	\$ 5,782.63	\$ 11,080.08
L013	600A MCB PANEL, 208/120V	EA	\$ 6,621.83	\$ 7,782.90	\$ 12,404.73

L015	800A MCB PANEL, 208/120V	EA	\$ 6,621.83	\$ 8,037.77	\$ 14,659.60
L017	1000A MCB PANEL, 208/120V	EA	\$ 9,932.73	\$ 12,940.28	\$ 22,873.01
L019	1200A MCB PANEL, 208/120V	EA	\$ 7,946.18	\$ 16,152.38	\$ 23,098.56

**Item 5**

Q. Under 26-24-00, are the switchboards and panelboard empty and we would also add required number of breakers per section 26-28-00?

A. *That is correct.*

**Item 6**

Q. Under 26-32-16 Generator Accessories, there is no sub-base fuel tank. If we need a generator with a sub-base fuel tank, would that need to be added per the New Item Request?

A. Yes, sub-based (Belly) tanks are sized by both generator frame size, and hours of operation, and built for the generator purchase order. E.g. a 1300 gal belly tank is different for a 250KW with a 72 hour run time, and a 750KW with a 24 hour run time, or a 1500KW with a 12 hour run time

**Item 7**

Q. Item 111023 just notes Temporary Generator Power. Is this line item to be used for every size of temporary generator? There is a large price difference based on size.

A. The numbers include delivery, set up, temp 24-hour fuel tank (No diesel), and removal

<u>Description</u>	<u>UM</u>	<u>Equip</u>	<u>Total Amount</u>
250KW Portable Generator Rental 19 (Gal/Hr)	MO	\$19,162.00	\$19,162.00
500KW Portable Generator Rental 40.1 (Gal/Hr)	MO	\$28,346.00	\$28,346.00
750KW Portable Generator Rental 58.9 (Gal/Hr)	MO	\$39,292.00	\$39,292.00
1000KW Portable Generator Rental 81.2 (Gal/Hr)	MO	\$44,570.00	\$44,570.00
1500KW Portable Generator Rental 121 (Gal/Hr)	MO	\$58,600.00	\$58,600.00
2000KW Portable Generator Rental 163 (Gal/Hr)	MO	\$62,493.00	\$62,493.00

Unit Price Book going forward will be adjusted to include daily and weekly rental, until revision pro rate the MO price.

**Item 8**

Q. How do we include or add diesel fuel for temporary or permanent diesel generators into our proposal?

A. Given the inherent fluctuations in pricing, this will be handled as an NIR.



**7. Description of the Work the Proposer Intends to Self-Perform: (Attach an additional sheet(s) as necessary):**

Clark Contractors, Inc. intends to self-perform the following services: Excavation, Concrete, Metals, Woods & Plastics, Doors, Specialties and Plumbing.

**8. Description of the Work the Proposer intends to Subcontract (Attach an additional sheet(s) if necessary):**

Clark Contractors, Inc. intends to subcontract the follow services: Thermal & Moisture, Windows, Finishes, HVAC, Electrical and Communications.

**9. Under what other or former names has your organization operated?**

Paul A. Clark 1952 - 1982

Paul & Richard Clark 1982 - 1999

Clark Contractors, Inc. 1999 - Present

# CLARK CONTRACTORS, INC.

COMMERCIAL & INDUSTRIAL CONSTRUCTION



## PROJECT PORTFOLIO

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## JOC CONTRACTS

### DGS JOC Contracts

<b>2020 - Present:</b>	3 General	7 HVAC	7 Plumbing	1 Electrical
<b>2016 - 2020</b>	1 General	3 HVAC	3 Plumbing	1 Electrical

### PA Turnpike Commission JOC Contracts

<b>2021 - Present</b>	5 General	3 HVAC	5 Plumbing	1 Electrical
<b>2017 - 2021</b>	5 General	3 Plumbing	1 Electrical	
<b>2013 - 2017</b>	4 General	1 HVAC	5 Plumbing	1 Electrical
<b>2008 - 2012</b>	5 General	5 Plumbing	1 Electrical	

### Keystone Purchasing Network JOC Contracts

<b>2020 - Present</b>	5 General	2 HVAC	3 Plumbing	1 Electrical
<b>2016 - 2020</b>	1 General	2 HVAC	2 Plumbing	1 Electrical
<b>2012 - 2016</b>	2 General	3 HVAC	3 Plumbing	1 Electrical

### United States Postal Service IDIQ/JOC Contracts

<b>2008 - 2011</b>	Western PA
<b>2008 - 2011</b>	Central PA



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company  
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company  
The Cincinnati Life Insurance Company

**DAVID G. KELLER**  
Field Director Surety  
Surety Department

October 28, 2022

Department of General Services  
Arsenal Building 1800 Herr Street  
Harrisburg, PA 17103

RE: Clark Contractors Bonding Information for DGS A-2022-0001-JOC

The Cincinnati Insurance Company will bond Clark Contractors up to \$50,000,000.

**Bonding Capacity**  
\$50,000,000 aggregate

**Bonding Outstanding**  
\$20,000,000

**Length of time bonds have been provided**  
Cincinnati has provided bonds for 23 years

**Amount of working capital required to maintain the bonding capacity**  
\$5,000,000

**Boding company appears on Treasury Department Circular 570**  
The department of the Treasury's Listing of Approved Sureties (Circular 570) dated 7/1/22 shows the Cincinnati Insurance Company (NAIC #10677) with an underwriting limitation of \$712,110,000.

Sincerely,

David G. Keller  
Field Director Surety





FOR RELEASE:  
June 3, 2019

NEWS RELEASE

MEDIA CONTACT:  
[YOUR MEDIA CONTACT HERE]

**Clark Contractors Inc. and Stephen C. Richards are recognized with the  
Award of Merit for Outstanding Principles  
and Practices in Job Order Contracting**

**Fort Indiantown Gap, Pennsylvania** - Clark Contractors Inc. and Stephen C. Richards has been recognized as a 2018 Award of Merit Winner in the Harry H. Mellon Awards in Job Order Contracting for Outstanding Principles and Practices in its involvement in the Apache Village Heating, Cooling, Domestic Hot and Cold-Water System Failure Project with Department of Military and Veteran Affairs.

The DMVA was looking for a permanent solution to stabilize and repair the deteriorated hot/cold closed loop system that fed water for cooling, heating as well as domestic hot and cold water supplying multiple building systems. Job Order Contracting was chosen because of the program's flexibility and rapid response. Clark Contractors Inc. and Stephen C. Richards was able to ensure that base operations and readiness was maintained, while quickly identifying and recommending an alternative and efficient solution to the agency's initial emergency reaction plan.

Job Order Contracting is a competitively bid procurement process used by building and infrastructure owners to save money by fast-tracking repair and alteration projects based on locally priced construction tasks and competitively awarded contracts. Since its invention in 1982, Job Order Contracting has developed into a popular solution for public agencies, such as municipalities, school districts, colleges and universities, transit systems and public housing authorities, to manage and expedite many construction projects.

The Harry H. Mellon Award of Excellence in Job Order Contracting is named for the inventor of the procurement process and is the highest honor in the industry. Award of Merit finalists are announced each year, with one of them going on to win the Harry H. Mellon Award of Excellence in Job Order Contracting. A panel of industry experts chose the finalists and winner from among the projects submitted based on adherence to Job Order Contracting principles, innovation, complexity, special circumstances and overall time and cost savings. Clark Contractors Inc. and Stephen C. Richards provided: revised work scope, all layout and drawing design concepts, product research, specifications and submittal documentation, project scheduling and coordination, demolition, excavation, gas/ domestic water/ sanitary/storm water utilities, plumbing and HVAC installation.

Since 2007, this award has recognized the facility owners, managers and contractors who perform the essential, yet often thankless, repair, alteration and maintenance work that is the core of the Job Order Contracting system, in an efficient and effective manner. The awards are sponsored by Gordian, the creator Job Order Contracting and several related construction-procurement systems. Gordian is the Job Order Contracting Industry Expert, and as such, advances the discipline through innovation, education and recognition.



# ABOUT Clark Contractors, Inc.

## The Company

Since 1951, Clark Contractors, Inc. has performed commercial and industrial work for a wide range of clients throughout Pennsylvania. As a family-owned business for three generations, we have built our reputation on quality, job planning, organization, technical knowledge and hard work. These important factors have led to thousands of successfully completed projects. Our expertise extends to retail storefronts, banking, service plazas, healthcare clinics, warehouses, industrial manufacturing facilities and more.

## Our Team

Our team is composed of some of the region's most experienced estimators, project managers, safety coordinators and job site supervisors. Together we work to orchestrate a smooth and stress-free project for each owner, from the initial bidding and planning phases to the timely completion of the work. We are experienced in construction management in the following fields: commercial buildings, industrial facilities, and institutional projects.

Aside from project management and site work, we can also provide concrete, HVAC, wood, plastic, plumbing, electrical, masonry, and other work. In short, we cover everything you need to see your project through to completion.

## The Keys to Success for Your Project

Some of our key components for successful construction management include owner integration, coordination meetings, quick turnaround of documentation and a relentless approach for customer satisfaction. With deep roots in Pennsylvania, we believe in treating our customers like the neighbors they are - by delivering excellent service every step of the way. We help area businesses grow and promote the overall economic growth of our region.

## Keeping You on Schedule and on Budget

It has always been our second nature to complete projects on schedule and on budget. Owners can rely upon us to provide the necessary tools and knowledge to make their projects stay within budget and on time.

Whatever your project demands, Clark Contractors meets your business needs throughout the construction process.





## CAPABILITIES

### Your Full-Service Commercial & Industrial General Contractor

Clark Contractors provides a comprehensive range of construction services for retail properties, banking and insurance buildings, healthcare and medical centers, industrial facilities, warehouses, manufacturing plants, and more. Whatever your business needs are, we can ensure they are met throughout the construction process.

**Metal Buildings**

**Concrete Foundation  
Services**

**Wood & Plastics  
Construction**

**Commercial &  
Industrial Plumbing**

**Office Building  
Renovations**

**Concrete Replacement  
& Repair**

**Roofing & Insulation  
Contractors**

**Commercial Excavation**

**Commercial &  
Industrial Concrete  
Services**

**Commercial &  
Industrial Masonry  
Services**

**Commercial Door &  
Window Installation**

**Commercial Building  
Finishes**



# METAL BUILDINGS



Many companies in Pennsylvania are selecting metal - specifically structural steel construction - to meet their building requirements.

Steel can be preferable to traditional construction materials for a number of industrial and commercial applications. Some of the advantages of metal building construction include:

- **Cost:** Steel is much cheaper than wood and brick, making it a cost-effective choice for large industrial spaces or other commercial construction. Steel building components are also easy to repair or replace.
- **Speed:** Steel buildings employ modular components to expedite construction and reduce building costs. Oftentimes a build can be completed in as little as a few weeks!
- **Efficiency:** Steel building components are made primarily of recycled materials and can be outfitted with cool roofs and high efficiency insulation, keeping your monthly utility costs low.

[CLARKCONTRACTORINC.COM](http://CLARKCONTRACTORINC.COM)



# OFFICE BUILDING RENOVATIONS



A professional office renovation by our expert team can provide a cost-effective alternative to brand-new construction, which can positively impact your business's bottom line.

Whether office space or entire office building renovations are in order, careful planning is the key to a successful project outcome. It is essential to evaluate your present needs and what you expect your needs to be in five to ten years.

Our team of experienced office renovation professionals will take the time to gain an understanding of your current and future space and functional requirements to help you develop the best office design for your unique situation.

In cases involving office building renovations where several companies occupy the facility, we will work to develop a coordinated plan that includes input from the building owner and all tenants that the project will impact.

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# COMMERCIAL CONCRETE SERVICES



Clark Contractors is a full-service concrete contractor serving Pennsylvania.

Concrete is the basis of almost any commercial building — if you're not working with a concrete contractor you can trust, your build can be severely compromised.

We can help you choose the right mix for your project and coordinate laying foundations and other components, including parking areas and walkways.

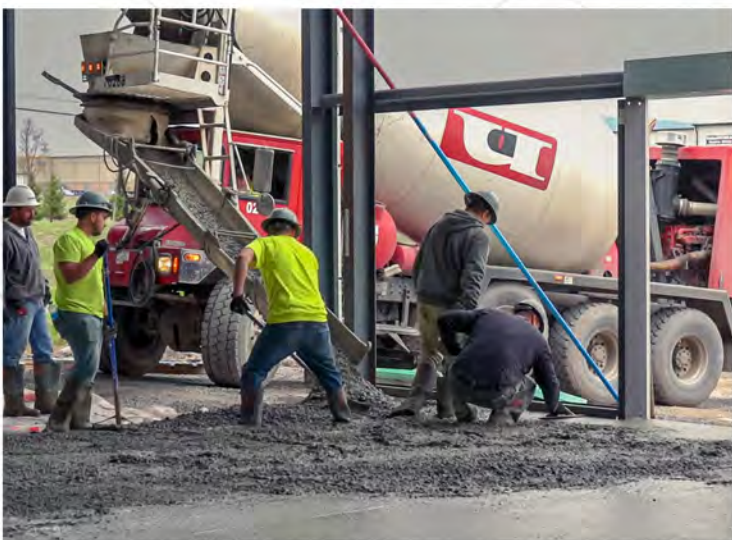
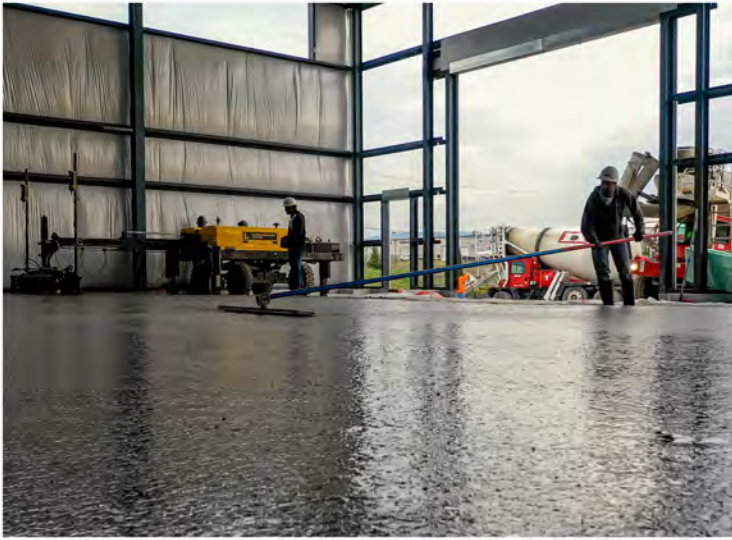
We complete decorative treatments and other finishes to turn a drab concrete floor into an appealing open space for your customers.

No matter your needs, Clark Contractors will work with you and use our experience and expertise to provide the best possible solution.

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# INDUSTRIAL CONCRETE SERVICES



Concrete is the foundation of many industrial buildings, but when it comes to concrete floor coating services it takes an experienced, capable concrete contractor with a proven track record of success to ensure the job is done on time and within budget.

Whether you operate a manufacturing plant, distribution center, food processing operation, storage facility, wastewater treatment plant, or any other type of industrial facility, you need specialized industrial concrete services that can meet your unique construction requirements.

In addition to offering a comprehensive selection of industrial concrete services for new construction, we can perform expert work on existing structures.

Our team of certified ACI Concrete Flatwork Technicians can seal cracks and perform other types of major or minor repair tasks with speed and efficiency.

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# CONCRETE FOUNDATION SERVICES



Our 60 years of experience as concrete foundation contractors in Pennsylvania have helped us determine the right way to install a concrete slab. Because of the region's colder climate, it is imperative to install a deeper foundation to protect against the detrimental effects of frost heave.

We also consider the facility's size, use, and location when determining the most appropriate foundation for your structure. For instance, a high-rise building requires deeper footings and additional reinforcement to accommodate the heavier load. In addition, we can install concrete pads, which are concrete slab foundations designed to support structures other than in-ground buildings.

We employ a team of certified ACI Concrete Flatwork Technicians with extensive experience in rebar placement, and other time-tested concrete installation techniques. Our techs participate in ongoing training to ensure they remain up-to-date on the latest industry innovations.

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# CONCRETE REPLACEMENT & REPAIR



Even the most well-built concrete component could develop cracks or begin showing wear and tear as it ages.

The good news is that if you own a commercial establishment in Pennsylvania, Clark Contractors can help repair or replace your building's aging concrete.

Our team of certified ACI Concrete Flatwork Technicians can quickly diagnose the issue and recommend the most appropriate concrete foundation repair technique for the job. Depending on the nature and extent of the damage, this could include concrete leveling, a relatively simple, low-cost solution.

Extensive concrete foundation repair jobs may require more complex procedures, such as stabilization or reinforcing measures.

If it turns out that your building's concrete foundation is beyond repair, you can trust Clark Contractors to handle your replacement project.

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# COMMERCIAL EXCAVATION



No industrial or commercial construction project can move forward without moving some earth.

Because we offer complete project management and site construction services, we understand the needs of a commercial build better than other contractors who focus exclusively on excavations.

Depending on factors such as the condition of the land, the time of the year, and the size and scope of the construction project, it may require any number of tasks to complete an excavation job.

We offer a variety of earthwork and commercial excavation services, including clearing brush, stripping and backfilling topsoil, preparing foundations for construction, and more.

Our state-of-the-art equipment fleet includes hydraulic excavators, backhoes, and other heavy machinery that can handle even the most challenging digging conditions.

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# COMMERCIAL & INDUSTRIAL MASONRY SERVICES



Our team has experience in various projects, including retaining walls, structural foundations, bearing walls, structural openings, fire partitions, curtains, walls, veneers, precast cultured stone, and various specialties. From stucco and brickwork to concrete and granite, we can do it all – we have extensive experience working with a wide range of materials.

Because of our long history and deep knowledge of commercial builds, we can meet the specific masonry needs of your business, whether you're a bank, healthcare facility, retail storefront, or manufacturing facility.

Contact us specifically for masonry work or top-to-bottom construction – and our team will provide trained employees, experienced layout, and in-depth knowledge of all relevant products, tools, and installation techniques. We will ensure all masonry work is completed up to code and that any necessary testing/certification is done..

[CLARKCONTRACTORINC.COM](http://CLARKCONTRACTORINC.COM)



# WOOD & PLASTICS CONSTRUCTION



Our team has tackled all types of carpentry projects, including complete wood frame buildings ranging from one to four stories, renovations, roofing projects, interior woodwork, architectural millwork, rough framing, and post-and-beam.

We can work specifically on the individual components of your build or provide overall project management services that will streamline the process from start to finish.

Over the years, one of the primary keys to our success has been our team of experienced carpenters, who are fully trained in various carpentry techniques and share our commitment to a fine finished product.

We also own our millwork facility, allowing us to quickly produce custom orders of cabinetry, moldings, and other wood finishing elements.

For everything we do, we rely on our vast knowledge of past carpentry projects to give us a unique ability to move quickly, safely, and with the precision to complete your project without flaws.

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# ROOFING & INSULATION CONTRACTORS



Over the years, we have tackled many projects, including complete re-roofs, new roof installations, fascia, and gutters. This experience allows us to coordinate better with our subcontractors and expedite the build process during this crucial stage.

Investing in high-quality heat and moisture protection can ensure the comfort of your staff and your customers, improve the efficiency and accuracy of your workflow and increase the service life of your essential equipment.

Our subcontractor partners and in-house roofing experts share a vast knowledge of EPDM roofing, modified systems, ballast systems, shingles, TPO, sprayed membrane air barriers, and foundation waterproofing systems. This gives us a unique advantage because we can move quickly, safely, and precisely to complete your project without flaws.

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# COMMERCIAL DOOR & WINDOW INSTALLATION



Doors and windows are an essential part of any commercial construction project – when in the planning stages for a new industrial building, don't overlook the benefits of choosing a contractor with experience in door and window installation.

Relying on a combined experience of 60-plus years, our team can tackle any carpentry project, including complete wood frame buildings, renovations, window replacement projects, interior woodwork, and rough framing.

Key components to our success have been our experienced carpenters, training techniques for new carpenters, ownership of our millwork facility, commitment to a fine finish product, and retention of skilled carpentry techniques.

Relying on extensive experience from completed carpentry projects gives us a unique advantage when installing doors, windows, and other components. We can move quickly, safely, and precisely to complete your project on time and within budget.

[CLARKCONTRACTORINC.COM](http://CLARKCONTRACTORINC.COM)





# COMMERCIAL BUILDING FINISHES



Clark Contractors, Inc. can complete a wide range of finishes with associated experienced subcontractors if needed.

Relying on a combined experience of more than 60 years, our team has successfully tackled projects of all kinds, including complete wood frame buildings ranging from one to four stories, renovations, interior woodwork, architectural millwork, fire restorations, and interior fit-outs.

Our commitment to success includes hiring experienced carpenters and providing extensive training to quickly bring new staff members to the high standards we demand and our clients expect.

We own our millwork facility, which allows us to quickly turn around custom moldings, cabinetry, doors, and other finishing components.

Our team is committed to a fine-finished product for every job we take on through skilled carpentry techniques.

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# COMMERCIAL ELECTRICAL INSTALLATIONS



Commercial electrical work can be time-consuming and expensive, particularly when a building has not been adequately prepared to accommodate the needs of your business. As specialists in all aspects of the build process, Clark Contractors, Inc. can ensure the final electrical work on your new facility is completed promptly and cost-effectively.

Relying on a combined experience of over 60 years, our team has tackled various electrical projects, including new installations of electrical gear systems and generators, complete re-lamping of facilities, underground service installation, parking lot lighting, energy management, and communications.

We have previously overseen builds of healthcare, manufacturing, and warehouse spaces, and we understand the unique power needs of these and other specialized facilities.

[CLARKCONTRACTORINC.COM](http://CLARKCONTRACTORINC.COM)



# HEATING, VENTILATION & AIR CONDITIONING



Our professional team of HVAC construction contractors can handle projects of any type, size, and scope.

Our list of completed HVAC installation projects in the central and western PA regions encompasses everything from hospitals and other healthcare facilities to retail stores, hotels, schools, office buildings, and much more.

We provide expert installation of all types of HVAC products and systems, including:

- Geothermal systems
- Rooftop air handling units
- Boilers
- Water heaters
- HVAC ductwork
- Automatic temperature controls and associated venting and piping

Our extensive subcontractor network enables us to find the right company for the many specialized applications involved with the HVAC installation projects – you'll never have to worry about scrambling to find a subcontractor on your own.

[CLARKCONTRACTORINC.COM](http://CLARKCONTRACTORINC.COM)



# COMMERCIAL & INDUSTRIAL PLUMBING



Whether you're looking to retrofit an older facility or install a complete system in a new construction, we can provide everything for your building's plumbing needs from one vendor.

Relying on over 60 years of construction experience, our team has tackled many plumbing projects, including new installations of water & sewer, pumps, water heaters, gas lines, air lines, and associated venting and piping.

Plumbing requirements for commercial constructions can be highly complex, whether building a manufacturing facility with precise temperature control needs or a retail storefront where customer comfort is essential.

Efficiently meeting the needs of your business requires sophisticated engineering and a team who knows how to install commercial-level plumbing systems properly.

We'll ensure your completed facility is as powerful and efficient as possible.

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## HIGHLIGHTED PROJECTS

There are many things to consider when undertaking any commercial construction project. That's why it is essential to choose experienced commercial contractors who understand what it takes to achieve a successful project outcome.

Our expert commercial and industrial contractors can help you complete your project on time and within budget. We can provide consulting and management services for every aspect of your build, from bidding on suppliers and sourcing materials to installing plumbing and other utilities.

We bring years of commercial contracting experience to every project. Our team has successfully led the design and building of retail, healthcare, hospitality, industrial, and many other commercial spaces.

**Salt Storage Shed - 55M  
Maintenance Facility**

Pennsylvania Turnpike Commission  
Southern Beltway

**Corporate Airport Hangar**  
Bedford County Airport

**Metal Fabrication &  
Accessible Entrance**  
Indiana University of Pennsylvania

**Western Pennsylvania Region  
Trade Shop & Microgrid**  
Pennsylvania Turnpike Commission

**Industrial Production  
Facility**  
CaptiveAire

**Owen J. Dougherty Field**  
Indiana University of Pennsylvania



# SALT STORAGE SHED - 55M MAINTENANCE FACILITY

## Pennsylvania Turnpike Commission - Southern Beltway



**Contract Date: July 2021**

**Completion Date: December 2021**

Constructed a 15,867 sq. ft. salt storage building. Work included mobilization, site work, rebar placement, foundations, poured concrete walls, wood framing, laminated wood trusses, finishes, electrical, and pavement.

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# CORPORATE AIRPORT HANGAR

## Bedford County Airport



**Contract Date: November 2019**  
**Completion Date: September 2020**

Constructed approximately 13,00 sq. ft. of hangar space with approximately 3,000 sq. ft. of adjoining unfinished tenant space.

Construction activities included earthwork, asphalt paving, stormwater controls, concrete foundations and slabs, steel building, interior and exterior finishes, and landscaping.

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# METAL FABRICATION & ACCESSIBLE ENTRANCE

## Indiana University of Pennsylvania



**Contract Date: June 2020**

**Completion Date: August 2020**

Removed existing concrete ramp and hand railing system. Formed and poured new concrete ramp in accordance with ADA standards for accessible design. Installed custom fabricated aluminum system.

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# WESTERN PENNSYLVANIA REGION TRADE SHOP & MICROGRID

## Pennsylvania Turnpike Commission



**Contract Date: November 2020**  
**Completion Date: October 2021**

Generating 1.3 megawatts of electricity, this solar field was constructed from 3,300 panels, each generating 425 watts of power. Also built a 14,642 sq.ft. one-story masonry building for trades.

Installation included; office, training rooms, shop, kitchen and restrooms. Work included; site work, extensive interior and exterior concrete work, poured concrete walls, exterior split face masonry, exterior CMU, paving, sewer lateral, water sewer, structural bar joist/steel architectural metals, aluminum windows, steel/fiberglass doors, rolling steel doors, painting, acoustical ceilings, ceramica tile, flooring, casework, toilet accessories, lockers, EPDM roof, and miscellaneous work.

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# CAPTIVEAIRE



**Contract Date: June 2020**

**Completion Date: September 2021**

We constructed a 102,000 sq. ft. facility for industrial production.



Work included; site preparation, utility services, asphalt paving, landscaping, stormwater systems, building construction, fire protection, plumbing systems, HVAC, and electrical systems.

Finishes included insulated glass and aluminum storefront windows throughout, tempered glass office framing, sealed and polished concrete floors throughout, and architectural tile ceilings.



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# OWEN J. DOUGHERTY FIELD

## Indiana University of Pennsylvania



**Contract Date: December 2019**

**Completion Date: June 2020**

Excavated existing infield and foul areas down to subgrade. Installed flat drains and stone for positive drainage. Installed perimeter concrete curbing for turf tie downs. Created grading model for sub-base and final grading.

Completed fine grade within 1/8" with total station grading blade. Installed base anchors, home plate, and pitcher's mound. Installed turf on infield and foul area as well as pitcher's bullpens.

**CLARKCONTRACTORINC.COM**



Regional Office of  
KEYSTONE INSURERS  
GROUP

October 12, 2022

REFERENCE: Clark Contractors, Inc.  
Workers Compensation – Pennsylvania Experience Rating

To Whom It May Concern:

The following represents the PA Experience Modification Rating for the current and past 4 years:

Effective date	Experience Mod Rating Factor
4/22/22	.665
4/22/21	.733
4/22/20	.741
4/22/19	.739

Regards,

REED, WERTZ & ROADMAN, INC.

A handwritten signature in cursive script that reads 'Donna Pennel'.

Donna Pennel  
Commercial Lines Customer Service Representative



# APPENDIX E

## COMPARABLE CONSTRUCTION EXPERIENCE

### PROJECTS EQUAL TO OR LESS THAN \$150,000

*Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated*

1. **Client Name:** Commonwealth of Pennsylvania - Department of Military & Veterans Affairs
2. **Project Name:** Delaware Valley Veterans Home Temporary Chiller Piping
3. **Project Number:** SE-DMVA-003-HVAC
4. **Project Value:** \$135,943.86
5. **County of Project:** Philadelphia
6. **Date of Project Final Acceptance:** 04/28/2021
7. **Company Role in Project (circle one):**  
 Prime Contractor       Subcontractor       Multi-Prime Contractor
8. **Client (circle one):**  
 Commonwealth Agency       Other Public Entity       Other
9. **Project included the following elements (circle all that apply):**  
 General Construction       HVAC       Electrical       Plumbing
10. **Attach an Additional Sheet(s) describing the Project's Scope of Work. Is the Additional Sheet(s) attached (circle one):**  Yes       No
11. **Client Reference for Construction- It is your responsibility to assure that the contact information listed is correct.** If your reference cannot be contacted, this project may not be considered.  
**References' Name:** Gregory Lehman  
**Title:** Project Manager Supervisor      **Telephone Number:** (717) 821-1266  
**Email Address:** grlehman@pa.gov

**12. Description of any problems or major issues encountered during the Project (if any) and what was done to resolve (attach additional information as necessary):**

None

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**Project Scope of Work:**

**Project: Delaware Valley Veterans Home Temporary Chiller Piping**

1. Provided welded piping to CW pumps for tie in of temporary chiller
2. Installed Schedule 40 6" NPS
3. Provided isolation valves off of pumps blinds at ground level with drains on bottom of pipe to ensure piping was empty.
4. Provided electrical disconnects at ground level and new breaker in motor control center to run temporary chiller.
5. Insulated piping inside mechanical room and exterior with PVC jacketed insulation
6. Sealed all wall penetrations to the exterior

**APPENDIX E**  
**COMPARABLE CONSTRUCTION EXPERIENCE**

**PROJECTS EQUAL TO OR LESS THAN \$150,000**

*Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated*

1. **Client Name:** Commonwealth of Pennsylvania - Department of Transportation

2. **Project Name:** FM 7451 Emergency HVAC Replacement

3. **Project Number:** SE-DOT-004-HVAC

4. **Project Value:** \$23,434.86

5. **County of Project:** Montgomery

6. **Date of Project Final Acceptance:** 10/14/2020

7. **Company Role in Project (circle one):**

**Prime Contractor**       **Subcontractor**       **Multi-Prime Contractor**

8. **Client (circle one):**

**Commonwealth Agency**       **Other Public Entity**       **Other**

9. **Project included the following elements (circle all that apply):**

General Construction       **HVAC**       **Electrical**       **Plumbing**

10. **Attach an Additional Sheet(s) describing the Project's Scope of Work. Is the Additional**

**Sheet(s) attached (circle one):**  **Yes**       **No**

11. **Client Reference for Construction- It is your responsibility to assure that the contact information listed is correct.** If your reference cannot be contacted, this project may not be considered.

**References' Name:** Terry Pearsall

**Title:** Division Chief      **Telephone Number:** (717) 787-0466

**Email Address:** tpearsall@pa.gov

**12. Description of any problems or major issues encountered during the Project (if any) and what was done to resolve (attach additional information as necessary):**

None

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**Project Scope of Work:**

**Project: FM 7451 Emergency HVAC Replacement**

1. Reclaim refrigerant and dispose.
2. Demo existing RTU.
3. Install new 10-ton York roof top unit, with downdraft economizer.
4. Install new 208/230 V 3 Phase 60 Amp disconnect, and wire connection to unit.
5. Install low voltage wiring to unit and provide new thermostat.
6. Install new gas piping.
7. Start-up and commission unit.



**APPENDIX E**  
**COMPARABLE CONSTRUCTION EXPERIENCE**

**PROJECTS EQUAL TO OR LESS THAN \$150,000**

*Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated*

1. **Client Name:** Commonwealth of Pennsylvania - Department of Corrections

2. **Project Name:** SCI Phoenix Recommissioning of HVAC System

3. **Project Number:** SE-DOC-006-HVAC

4. **Project Value:** \$22,372.50

5. **County of Project:** Montgomery

6. **Date of Project Final Acceptance:** 10/28/2020

7. **Company Role in Project (circle one):**

**Prime Contractor**       **Subcontractor**       **Multi-Prime Contractor**

8. **Client (circle one):**

**Commonwealth Agency**       **Other Public Entity**       **Other**

9. **Project included the following elements (circle all that apply):**

General Construction       **HVAC**       **Electrical**       **Plumbing**

10. **Attach an Additional Sheet(s) describing the Project's Scope of Work. Is the Additional**

**Sheet(s) attached (circle one):**  **Yes**       **No**

11. **Client Reference for Construction- It is your responsibility to assure that the contact information listed in correct.** If your reference cannot be contacted, this project may not be considered.

**References' Name:** Shawn McCullough

**Title:** Maintenance Manager I      **Telephone Number:** (610) 409-7890

**Email Address:** smccullouh@pa.gov

**12. Description of any problems or major issues encountered during the Project (if any) and what was done to resolve (attach additional information as necessary):**

None

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**Project Scope of Work:**

**Project: SCI Phoenix Recommissioning of HVAC System**

1. Replace ten (10) existing b3920 controller with new.
2. Replace twenty (20) existing ETP-500 room temperature sensors with new.
3. Replace eleven (11) existing Siemens 65 lbin actuators with new SE actuators (MS41-7073).
4. Replace five (5) existing Siemens 144 lbin actuators with new SE actuators (MS41-7153).
5. Recommission all replaced devices and determine scope needed for Phase 2.

# APPENDIX E

## COMPARABLE CONSTRUCTION EXPERIENCE

### PROJECTS EQUAL TO OR LESS THAN \$150,000

*Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated*

1. **Client Name:** Commonwealth of Pennsylvania - Department of Military & Veterans Affairs
2. **Project Name:** DMVA Gino Merli Veterans Center Replace Dietary Coolers
3. **Project Number:** NE-DMVA-002-HVAC
4. **Project Value:** \$131,265.88
5. **County of Project:** Lackawanna
6. **Date of Project Final Acceptance:** 03/30/2022
7. **Company Role in Project (circle one):**  
 Prime Contractor       Subcontractor       Multi-Prime Contractor
8. **Client (circle one):**  
 Commonwealth Agency       Other Public Entity       Other
9. **Project included the following elements (circle all that apply):**  
General Construction       HVAC       Electrical       Plumbing
10. **Attach an Additional Sheet(s) describing the Project's Scope of Work. Is the Additional Sheet(s) attached (circle one):**  Yes       No
11. **Client Reference for Construction- It is your responsibility to assure that the contact information listed in correct.** If your reference cannot be contacted, this project may not be considered.  
**References' Name:** Andrew Bannar  
**Title:** Project Manager      **Telephone Number:** (717) 269-6522  
**Email Address:** jbannar@pa.gov

**12. Description of any problems or major issues encountered during the Project (if any) and what was done to resolve (attach additional information as necessary):**

None

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**Project Scope of Work:**

**Project: DMVA Gino Merli Veterans Center Replace Dietary Coolers**

1. Cooler # 3 - Replacement of hinges, door sweeps, and gaskets on existing coolers doors (2).
2. Cooler # 5 – Replacement of existing cooler doors and hardware and replace existing refrigeration system.
3. Cooler # 4 – Demo existing walk-in cooler box, removed existing refrigeration as required and re-used.

# APPENDIX F

## COMPARABLE CONSTRUCTION EXPERIENCE

### PROJECTS BETWEEN \$150,001 and \$400,000

*Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated*

1. Client Name: Commonwealth of Pennsylvania - Department of General Services

2. Project Name: Scranton State Office Building AHU Replacement

3. Project Number: NE-DGS-002-HVAC

4. Project Value: \$249,377.15

5. County of Project: Lackawanna

6. Date of Project Final Acceptance: 08/24/2022

7. Company Role in Project (circle one):

Prime Contractor       Subcontractor       Multi-Prime Contractor

8. Client (circle one):

Commonwealth Agency       Other Public Entity       Other

9. Project included the following elements (circle all that apply):

General Construction       HVAC       Electrical       Plumbing

10. Attach an Additional Sheet(s) describing the Project's Scope of Work. Is the Additional

Sheet(s) attached (circle one):  Yes       No

11. Client Reference for Construction- It is your responsibility to assure that the contact

information listed in correct. If your reference cannot be contacted, this project may not be considered.

References' Name: Nick Clark

Title: Chief, Mechanical Division      Telephone Number: (717) 787-7523

Email Address: nicclark@pa.gov

**12. Description of any problems or major issues encountered during the Project (if any) and what was done to resolve (attach additional information as necessary):**

None

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**Project Scope of Work:**

**Project: Scranton State Office AHU Replacement**

1. Demo and disposal of the (2) old air handler units.
2. Install (2) new Johnson Controls York Air Handling Units.
3. Make necessary modifications to the existing duct work as needed.
4. Install new drain piping
5. Modifications to the existing chilled water piping.
6. Install new fiberglass insulation on new piping.
7. Johnson Controls integration to the new air handlers/control valves
8. Start up and testing of new air handlers

# APPENDIX F

## COMPARABLE CONSTRUCTION EXPERIENCE

### PROJECTS BETWEEN \$150,001 and \$400,000

*Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated*

1. Client Name: Commonwealth of Pennsylvania - Department of Transportation

2. Project Name: FM 7409 Lackawanna Boiler Replacement

3. Project Number: NE-DOT-042-HVAC

4. Project Value: \$234,316.42

5. County of Project: Lackawanna

6. Date of Project Final Acceptance: 05/28/2021

7. Company Role in Project (circle one):

Prime Contractor       Subcontractor       Multi-Prime Contractor

8. Client (circle one):

Commonwealth Agency       Other Public Entity       Other

9. Project included the following elements (circle all that apply):

General Construction       HVAC       Electrical       Plumbing

10. Attach an Additional Sheet(s) describing the Project's Scope of Work. Is the Additional

Sheet(s) attached (circle one):  Yes       No

11. Client Reference for Construction- It is your responsibility to assure that the contact

information listed in correct. If your reference cannot be contacted, this project may not be considered.

References' Name: Terry Pearsall

Title: Division Chief      Telephone Number: (717) 787-0466

Email Address: tpearsall@pa.gov

**12. Description of any problems or major issues encountered during the Project (if any) and what was done to resolve (attach additional information as necessary):**

None

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**Project Scope of Work:**

**Project: Lackawanna Boiler Replacement**

**Replace two existing gas fired boilers with new high-efficiency boilers and necessary accessories as required.**

1. Demo existing gas fired boiler and associated piping/equipment.
2. Demo existing concrete pad.
3. Install new concrete pad to allow for new boiler.
4. Install two (2) Lochinvar gas fired boilers.
5. Install two (2) new secondary loop pumps.
6. Core drill for new exhaust piping.
7. Install new intake and exhaust piping.
8. Reconnect electrical.
9. Install boiler controls.
10. Start-up and test boilers.
11. Clean up and dispose of all construction debris.

# APPENDIX F

## COMPARABLE CONSTRUCTION EXPERIENCE

### PROJECTS BETWEEN \$150,001 and \$400,000

*Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated*

1. Client Name: Commonwealth of Pennsylvania - Department of Military & Veteran Affairs

2. Project Name: SE Vets Center AHU Replacement

3. Project Number: ER-DMVA-054-HVAC

4. Project Value: \$383,135.20

5. County of Project: Chester

6. Date of Project Final Acceptance: 04/14/2021

7. Company Role in Project (circle one):

Prime Contractor       Subcontractor       Multi-Prime Contractor

8. Client (circle one):

Commonwealth Agency       Other Public Entity       Other

9. Project included the following elements (circle all that apply):

General Construction       HVAC       Electrical       Plumbing

10. Attach an Additional Sheet(s) describing the Project's Scope of Work. Is the Additional

Sheet(s) attached (circle one):  Yes       No

11. Client Reference for Construction- It is your responsibility to assure that the contact

information listed in correct. If your reference cannot be contacted, this project may not be considered.

References' Name: Andrew Banner

Title: Construction Project Manager      Telephone Number: (717) 269-6522

Email Address: jbanner@pa.gov

**12. Description of any problems or major issues encountered during the Project (if any) and what was done to resolve (attach additional information as necessary):**

None

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**Project Scope of Work:**

**Project: SE Vets Center AHU Replacement**

**Replacement of Existing AHU, Fans and Valves**

- 1. Remove existing supply air fan and replace with new plenum fan array.**
- 2. Disconnect and remove all existing pneumatic control devices and replace with new electric control devices.**
- 3. Replace all existing access doors with new insulated doors with tight-fitting seals and pressure lock handles.**
- 4. Clean existing hot and chilled water coils, comb fins and report and discovered damage.**
- 5. Johnson Controls to extend and install controls to rehabilitated unit.**
- 6. Replace near coil piping for chilled water coil to include new 3-way valve, flow control valve, shut-off valves etc.**
- 7. Balance all associated air devices to original design airflow.**

# APPENDIX F

## COMPARABLE CONSTRUCTION EXPERIENCE

### PROJECTS BETWEEN \$150,001 and \$400,000

*Submit a Separate Form for Each Project. Maximum of (4) Projects in Each Dollar Range Will be Evaluated*

1. **Client Name:** Commonwealth of Pennsylvania - Department of Military and Veterans Affairs
2. **Project Name:** DMVA Phoenixville Readiness Boiler Replacement
3. **Project Number:** ER-DMVA-063-HVAC
4. **Project Value:** \$237,206.98
5. **County of Project:** Chester
6. **Date of Project Final Acceptance:** 10/21/2020

7. **Company Role in Project (circle one):**

Prime Contractor       Subcontractor       Multi-Prime Contractor

8. **Client (circle one):**

Commonwealth Agency       Other Public Entity       Other

9. **Project included the following elements (circle all that apply):**

General Construction       HVAC       Electrical       Plumbing

10. **Attach an Additional Sheet(s) describing the Project's Scope of Work. Is the Additional Sheet(s) attached (circle one):**  Yes       No

11. **Client Reference for Construction- It is your responsibility to assure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.**

**References' Name:** Egan Degefa

**Title:** Project Manager      **Telephone Number:** 717-679-7172

**Email Address:** c-edegafa@pa.gov



**12. Description of any problems or major issues encountered during the Project (if any) and what was done to resolve (attach additional information as necessary):**

None

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**Project Scope of Work:**

**Project: DMVA Phoenixville Readiness Center Boiler Replacement**

**Replace the existing 2396 MBH natural gas hot water boiler with two high efficiency gas fired condensing boilers.**

1. Lockout tag electric, water, and gas boiler
2. Demo one cast iron boiler
3. Demo all 4" water piping back to valves
4. Demo flue to chimney and patch
5. Install (2) Lochinvar crest 1250 MBH Boilers
6. Install all necessary 4" Victaulic piping and fittings to tie boiler water systems in
7. Install all necessary 1 ½" gas piping to tie into new boilers
8. Install (2) low water cut offs and two hi temp limit controllers
9. Install all necessary 6" PVC to vent both boilers through side wall where hot water heater vent
10. Install two Air intakes as needed
11. Install 2 new pumps for primary loop
12. Reconnect electric and wire in all safeties
13. Start and test of unit

# APPENDIX G

## COMPARABLE CONSTRUCTION EXPERIENCE

**PROJECT BETWEEN \$400,001 and \$2,000,000**

*Submit a Single Form to be Evaluated*

1. **Client Name:** Commonwealth of Pennsylvania - Department of Corrections

2. **Project Name:** SCI Frackville Move Boiler

3. **Project Number:** ER-DOC-087-HVAC

4. **Project Value:** \$439,024.18

5. **County of Project:** Schuykill

6. **Date of Project Final Acceptance:** 07/29/2020

7. **Company Role in Project (circle one):**

**Prime Contractor**       **Subcontractor**       **Multi-Prime Contractor**

8. **Client (circle one):**

**Commonwealth Agency**       **Other Public Entity**       **Other**

9. **Project included the following elements (circle all that apply):**

**General Construction**       **HVAC**       **Electrical**       **Plumbing**

10. **Attach an Additional Sheet(s) describing the Project's Scope of Work. Is the Additional**

**Sheet(s) attached (circle one):**  **Yes**       **No**

11. **Client Reference for Construction- It is your responsibility to assure that the contact**

**information listed in correct.** If your reference cannot be contacted, this project may not be considered.

**References' Name:** John Peters

**Title:** Maintenance Manager      **Telephone Number:** (570) 660-2341

**Email Address:** johnpeters@pa.go

**12. Description of any problems or major issues encountered during the Project (if any) and what was done to resolve (attach additional information as necessary):**

None

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**Project Scope of Work:**

**Project: Move Boiler**

Disconnect, remove and transport boiler from SCI Graterford to SCI Frackville. Receive, unload, set and install Cleaver Brooks boiler at SCI Frackville. Re-install catwalk per L&I, provide transition from boiler outlet to existing stack, install steam, drain, blowdown, oil, feedwater, pilot and vent piping to boiler. Install sample cooler with quenching line, provide thermal insulation on steam and feedwater piping and testing, start-up and training.



References' Name: Luke Hughes

Title: 1 Project Manager Telephone Number: (717) 450-8122

Email Address: lukhughes@pa.gov

9. **Client Reference #2 for Construction- It is your responsibility to assure that the contact information listed is correct.** If your reference cannot be contacted, this project may not be considered.

References' Name: Douglas G. Hatcher

Director-Energy &

Title: Resource Management Telephone Number: (717) 787-4762

Email Address: dhatcher@pa.gov







**References' Name:** Michael Thomas

**Title:** Project Manager      **Telephone Number:** (717) 269-4119

**Email Address:** c-michaelt@pa.gov

- 9. Client Reference #2 for Construction- It is your responsibility to assure that the contact information listed is correct.** If your reference cannot be contacted, this project may not be considered.

**References' Name:** William Slocum  
Facility Construction

**Title:** Maintenance Manager      **Telephone Number:** (717) 821-6541

**Email Address:** wslocum@pa.gov

**Trevor Lashinsky**  
**3945 Thomas Dr.**  
**Broad Top, Pa 16621**

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#### EDUCATION

1995-1999      Pennsylvania College of Technology  
                    Williamsport, PA  
                    Bachelor of Science – HVAC Technology

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#### EXPERIENCE

2022-Present    Project Manage/Estimator - Specializing in MEP Systems  
                    Clark Contractors, Inc.  
                    Bedford, PA

2015-2022      Director of Alternative Care/Project Manager, Senior Mechanical Designer  
                    JPT Architects  
                    Hollidaysburg, PA

2011-2015      Senior Mechanical/Plumbing Designer  
                    Reese Engineering  
                    State College, PA

2007-2011      Mechanical/Plumbing/Fire Protection Designer  
                    Gatter & Diehl  
                    BEDFORD, PA

2000-2007      Mechanical EIT II  
                    EADS Group  
                    Altoona, PA

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#### PROJECT EXPERIENCE

2022	JOC PA Turnpike – Donegal Maintenance Garage Improvements Underground Fuel Distribution System	\$300,000.00
2022	DGS JOC Hiram G Andrews Replace Cooling Tower	\$230,000.00
2022	DGS JOC Hiram G Andrews Replace Boiler	\$880,000.00
2022	JOC PA Turnpike – CAB Boiler Replacement Replace Six (6) Boilers	\$420,000.00
1999-2021	Mechanical/Plumbing Designs Ranging in Construction cost up to 50 million.	



145 Clark Building Road • Suite 7 • Bedford, PA 15522  
Phone: 814.623.9400 • Fax: 814.623.3391

2-3.3

### 3. Administrative Office Support

The administrative office support is as follows. Executive contract duties will be handled directly by the President, Clifton Clark (24 years of experience on PA Commonwealth projects). His responsibilities will include overall management of the JOC program internally, oversight, and direct decision maker & problem solver for agency customers. Office manager Stacey Hall (38 years experience on PA Commonwealth Projects) duties include JOC program manager, including contract compliance (DBE&VBE reporting), Prevailing wage compliance, and overall, JOC program manager, including master schedule reports submitted to DGS consultant. Controller Breann Dumpert (16 years experience as controller) her duties included direct invoicing and PO management with agencies. Compliance & Safety officer Jason Donaldson (14 years experience) duties include subcontractor contract compliance, safety compliance, clearance checks, and confined space. Estimators (4 total for a combined experience of 70 years +) duties include job scoping meetings, take-offs, and JOC proposal submissions. Project Managers (10 total for a combined experience of 100+ years) whose responsibilities include schedules, submittals, workforce assignment, material delivery, and project meetings.

Clark Contractor's office has been operational since 1951.





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2-3.3

#### 4. Staffing Plan

##### Administering the contract:

Clark immediately assigns a project manager to a project once it is created and transmitted thru FOS of Cannon Design. The PM is responsible for attending the job scope, collecting information, documents, and reaching out to subcontractors for pricing. The PM then provides his assembled info to one of Clarks' highly experienced JOC estimators, who quickly prepare and transmit the estimate to the agency. Once the agency approves, the PM proceeds with required agency clearances, submittals, schedules, and preparation for the work. Clark's office manager prepares biweekly reports for DGS that show the current status of all projects and proposed completion dates. Clarks' office manager also tracks SB, DBE, and VBE participation, reviews weekly for compliance and forwards information to the BDISBO department on requested dates.

##### Providing high-quality services & construction to the agencies:

To provide "first-rate service," Clark takes an "urgent" hands-on approach to the agency's requests, and we stay one step ahead, so the agency is not waiting on a proposal or submissions to slow down the project. The quality of construction is managed by assigning one of Clark's highly trained superintendents and procuring subcontractors that are skilled in their work type and have solid backgrounds. The last step is being diligent about quality control programs, including testing, oversight, material control, cleaning, etc.

##### In the Event Additional Staff is Required:

Based on the projections that are put forth in the RFP, our current staff meets or exceeds the amount of work for which we are proposing. In the event the program expectations expand, we would: A.) Procure new project managers through a large pool of candidates in our revolving database. B.) Evaluate and promote artisans to superintendents. C.) Hire more artisans from our extensive collection of candidates in our revolving database. Also, since the DGS contract is approximately 20% of Clarks' volume, we can move PMs and superintendents from other contracts to this contract if necessary.



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Phone: 814.623.9400 • Fax: 814.623.3391

#### 2-3.4 Understanding of the JOC Procurement System

1. An overview of the JOC procurement system. JOC contracting is a program in which the agency creates individual job orders, and the contractor then follows thru with a scope of work and price proposal. The DGS consultant reviews the proposal and passes it to the agency for approval. Upon approval, the contractor starts with the required submission items and then construction. The program works well if the contractor provides a clear proposal and performs the work promptly and with good quality. Keeping the customer (DGS agencies) happy is the key to success.

2. The Client (DGS agencies) will use procedures to order the work. They will first create a scope. Second, they will meet with the contractor. Third, they will review the contractor's proposal. And lastly, they will issue a PO to the contractor to start the work.

3. Clark Contractors' process for preparing designs is as follows. Search for a highly qualified design professional that is an expert in a specific scope of work and is an SBE design firm registered in the DGS Data Base. Clark then provides the design requirement specification listed in the documents to the designer. Next, the designer attends the joint scope meeting with the agency. After the scope, the design proposal is sent to the contractor and uploaded into the JOC for agency & consultant review.

Clark Contractors' process to develop job order proposals & accurate job order price proposals is as follows. The first step in creating an excellent job order proposal is a job scoping meeting that provides dimensions, complete anticipated scope by the agency, and a review of the content in depth by the contractor, including all drawings and details as required. Secondly, scoping information is passed onto the lead estimator that finds applicable line items in the JOC catalog that fit the agency and contractor requirements for means and methods. Third, any questions are hashed out with the agency during the JOP process so the finished JOP is ready for quick and expedient review.

4. Clark Contractors' plan for subcontracting is as follows. Clark determines the costs of subcontracts based on the scope of work, the most responsible bid received, and cost versus JOC book allowances. Selecting the subcontractor is based on pricing, experience, safety record, and diverse business classification. Part of the selection process considers the percentage of

SDB, VBE, and SBE contractors who currently bid on public work and search this data base extensively.

5. Emergency response is managed as follows. Normal working hours emergencies are prioritized with project managers and crews. Upon receiving the emergency Clark jumps into action sending necessary resources such as a project manager, crew leader, and any specialty subcontractors to the site to immediately address the issue. Clark interacts with the agency to address the schedule and material delivery to keep the agency operational. Having large multiple crews statewide is an advantage Clark has to full fill this requirement. Other than normal working hours is handled in a similar manner. Clark receives calls direct thru our emergency contacts mobile numbers or our 24hr emergency line at our office. Again, Clark mobilizes necessary resources such as PM, crew leader, manpower, equipment and subcontractors to the site to urgently address the issue. Our relationship with over 100+ subcontractors is crucial to fulfilling this requirement.

6. Keys to success for JOC contracting thru Clark Contractors' eyes. 1. Quick response for scoping dates, 2. Complete job scoping meeting with agency that clearly lays out expectations. 3. Accurate job order proposals. 4. Quality craftsmanship and subcontractors to perform the work. 5. Keeping up with the communications with agency and schedules. 6. Quick response times.

Please note Clark has received over 40+ job order contracts with the Commonwealth in the past decade. Our management and employees are dedicated to quality service and work to maintain an excellent track record with the Commonwealth.



**SDB-2**  
**SDB PARTICIPATION SUBMITTAL**

**CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.**

*Click on bold titles to navigate to that specific page.*

**I agree to meet the SDB participation goal in full.**

I have completed and am submitting with my bid or proposal an **SDB Utilization Schedule (SDB-3)**, which is required in order to be considered for award.

**I am requesting a partial waiver of the SDB participation goal.**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **SDB Utilization Schedule (SDB-3)** for that portion of the SDB participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the SDB participation goals that I am unable to meet.

**I am requesting a full waiver of the SDB participation goal**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete SDB participation goal, which is required in order to be considered for award.

NOTE: SDB primes who are submitting as bidders or offerors must complete an **SDB Utilization Schedule (SDB-3)** identifying any self-performance towards the SDB participation goal.



**SDB-3**  
**SDB UTILIZATION SCHEDULE**

**Bidder/Offeror to complete the following:**

**Amount of SDB participation goal to be met through the use of SDB subcontractors, suppliers, or manufacturers:** Bidders/offerors are not required to identify the specific SDB subcontractors, suppliers, or manufacturers within this SDB Utilization Schedule, but must identify the total percentage (%) of work to be performed by SDB subcontractors, suppliers, or manufacturers. However, the selected bidder/offeror must submit Utilization Reports identifying the SDB subcontractors, suppliers, or manufacturers used to meet the portion of the SDB participation goal listed below. To receive credit toward meeting the SDB participation goal, the SDB subcontractor, manufacturer, or supplier must be a DGS-verified SDB as of the date the work to be completed by the SDB commences.

Percentage of work to be performed by SDB subcontractors, suppliers, or manufacturers:  
9.0%

**If the Prime Bidder/Offeror is a DGS-verified SDB,** complete the following:

SAP Vendor Number (6-digit number): NA

SDB Verification Number (located on DGS SDB verification):  
NA

- Type of SDB:  MBE  
 WBE  
 LGBTBE  
 DOBE  
 SDVBE

Description of Work to be Performed (Statement of Work/Specification reference):

NA

Percentage of work to be self-performed by SDB bidder/offeror: NA%

**VBE-2**  
**VBE PARTICIPATION SUBMITTAL**

**CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.**

*Click on bold titles to navigate to that specific page.*

**I agree to meet the VBE participation goal in full.**

I have completed and am submitting with my bid or proposal an **VBE Utilization Schedule (VBE-3)**, which is required in order to be considered for award.

**I am requesting a partial waiver of the VBE participation goal.**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve the total VBE participation goal for this solicitation and am requesting a partial waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **VBE Utilization Schedule (VBE-3)** for that portion of the VBE participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the VBE participation goals that I am unable to meet.

**I am requesting a full waiver of the VBE participation goal**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve any part of the VBE participation goal for this solicitation and am requesting a full waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete VBE participation goal, which is required in order to be considered for award.

NOTE: VBE primes who are submitting as bidders or offerors must complete an **VBE Utilization Schedule (VBE-3)** identifying any self-performance towards the VBE participation goal.

**VBE-3  
VBE UTILIZATION SCHEDULE**

Clark Contractors, Inc.  
DGS A-2022-0001-JOC-NET-K-2

**Bidder/Offeror to complete the following:**

**Amount of VBE participation goal to be met through the use of VBE subcontractors, suppliers, or manufacturers:** Bidders/offerors are not required to identify the specific VBE subcontractors, suppliers, or manufacturers within this VBE Utilization Schedule, but must identify the total percentage (%) of work to be performed by VBE subcontractors, suppliers, or manufacturers. However, the selected bidder/offeror must submit Utilization Reports identifying the VBE subcontractors, suppliers, or manufacturers used to meet the portion of the VBE participation goal listed below. To receive credit toward meeting the VBE participation goal, the VBE subcontractor, manufacturer, or supplier must be a DGS-verified VBE as of the date the work to be completed by the VBE commences.

Percentage of work to be performed by VBE subcontractors, suppliers, or manufacturers:  
3.0%

**If the Prime Bidder/Offeror is a DGS-verified VBE,** complete the following:

SAP Vendor Number (6-digit number): NA

VBE Verification Number (located on DGS VBE verification):  
NA

Type of VBE:  Veteran-Owned Small Business Enterprise  
 Service-Disabled Veteran-Owned Small Business Enterprise

Description of Work to be Performed (Statement of Work/Specification reference):

NA
----

Percentage of work to be self-performed by VBE bidder/offeror: NA%



# APPENDIX I

## COST SUBMISSION FORM

The Proposer shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors will result in the Proposal being deemed non-responsive. The JOC Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

Proposer: Clark Contractors, Inc.

	<b>Adjustment Factor Name</b>	<b>Adjustment Factor Bid</b>	<b>X Multiplier</b>	<b>= Total</b>
1.	Adjustment Factor for Normal Working Hours	1.33	X 0.35	= <u>0.47</u>
2.	Adjustment Factor for Other Than Normal Working Hours	1.33	X 0.15	= <u>0.20</u>
3.	Emergency	1.33	X 0.15	= <u>0.20</u>
4.	Secured Facility	1.43	X 0.10	= <u>0.14</u>
5.	Emergency in Secured Facility	1.43	X 0.15	= <u>0.21</u>
6.	Adjustment Factor for Design Work	1.04	X 0.10	= <u>0.10</u>
7.	Add all the Total amounts in the right column.  <b>The Sum of these Total amounts is the Final Proposed Price.</b>			= <u>1.32</u>



DGS-A-2022-0001-JOC-NET-K-2			
Proposer	Technical Score	Cost Score	Total Points
	Points Awarded	Points Awarded	
Clark Contractors	400	600	1000

**Please Note: Any proposers deemed non-responsive will not show up on the summary.**



Commonwealth of Pennsylvania  
Public Works Employment Verification Form

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Public Works Employment Verification Office  
Department of General Services  
Bureau of Procurement 6<sup>th</sup> floor, Forum Place 555 Walnut Street  
Harrisburg, PA 17101-1914  
717-346-8115  
ra-gsgseverify.pa.gov

**Instructions:** Complete and return the form to the contracting Public Body prior to the award of the contract.

Business or Organization Name (Employer) Clark Contractors, Inc.

Address 145 Clark Building Road Suite #7

City Bedford State PA Zip Code 15522

Check One:

Contractor

Subcontractor

Contracting Public Body Commonwealth of PA-DGS

Contract/Project No. DGS-A-2022-0001-JOC-NET-K-2

Project Description Job Order Contracting Services

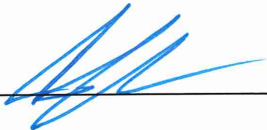
Project Location Statewide

Date enrolled in E-Verify February 10, 2010

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, Clifton Clark, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

  
\_\_\_\_\_

Authorized Representative Signature

January 11, 2023

Date of Signature

## Proposal Signature Page

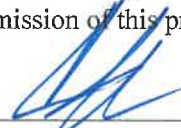
**Proposer's Representations and Authorizations.** Proposer by signing on the signature page and submitting its proposal understands, represents, acknowledges and certifies that:

- a. All of the Proposer's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b. The Proposer has arrived at their Adjustment Factors in its proposal independently and without consultation, communication, or agreement with any other Proposer or potential Proposer.
- c. The Proposer has not disclosed their Adjustment Factors to any other firm or person who is a Proposer or potential Proposer for this RFP, and the Proposer shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- d. The Proposer has not attempted, nor will it attempt, 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.
- e. The Proposer makes its proposal 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.
- f. 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** 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 the Proposer has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as the Proposer has otherwise disclosed 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.



- h. The Proposer is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Proposer cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Proposer has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Proposer's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- k. Proposer will meet its Small Diverse Business and Veteran Business Enterprise Participation commitments unless a change is approved by the BDISBO.
- l. Until the selected Proposer 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 Proposer shall not begin to perform.
- m. Proposer acknowledges that they have read and understood all Addenda issued for this Job Order Contracting Services contract.

I am authorized to sign this proposal on behalf of the Proposer and I agree and state that Clark Contractors, Inc. (Name of Firm) understands and acknowledges that the above representations (a through m) are material and important, and will be relied upon by the Department of General Services in awarding the contract 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.

 11/15/2022  
 \_\_\_\_\_  
 Signature                      Date

Clifton Clark  
 \_\_\_\_\_

Print Name Legibly

President  
 \_\_\_\_\_

Title

NONCOLLUSION AFFIDAVIT

DGS A-2022-0001

State of Pennsylvania :

DGS Contract Number: -JOC-NET-K-2

County of Bedford : s.s.

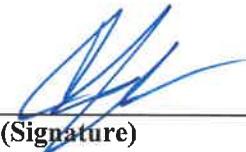
I state that I am the President (Title) of Clark Contractors, Inc. (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the Adjustment Factors of this proposal.

I state that:

1. The Adjustment Factors of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
2. The Adjustment Factors have not 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. Clark Contractors, Inc. (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 three 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:

None

I state that Clark Contractors, Inc. (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)

Clifton Clark  
(Signatory's Printed Name)

President  
(Signatory's Title)

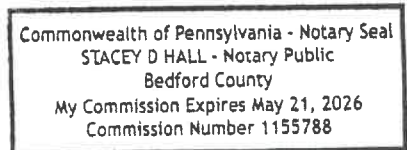
SWORN TO AND SUBSCRIBED

BEFORE ME THIS 15 DAY OF  
November, 2022.

  
Notary Public

My Commission Expires

May 21, 2026



# APPENDIX A

## PROPOSAL COVER SHEET

Enclosed in three separately sealed submittals is the proposal for the Proposer identified below for

**CHECK ONLY ONE**

<b>General .1</b>	
<input type="checkbox"/>	DGS A-2022-0001-JOC-CAP-K-1
<input type="checkbox"/>	DGS A-2022-0001-JOC-CSE-K-1
<input type="checkbox"/>	DGS A-2022-0001-JOC-CSW-K-1
<input type="checkbox"/>	DGS A-2022-0001-JOC-NET-K-1
<input type="checkbox"/>	DGS A-2022-0001-JOC-NWT-K-1
<input type="checkbox"/>	DGS A-2022-0001-JOC-SET-K-1
<input type="checkbox"/>	DGS A-2022-0001-JOC-SWT-K-1

<b>Plumbing .3</b>	
<input type="checkbox"/>	DGS A-2022-0001-JOC-CAP-K-3
<input type="checkbox"/>	DGS A-2022-0001-JOC-CSE-K-3
<input type="checkbox"/>	DGS A-2022-0001-JOC-CSW-K-3
<input type="checkbox"/>	DGS A-2022-0001-JOC-NET-K-3
<input type="checkbox"/>	DGS A-2022-0001-JOC-NWT-K-3
<input type="checkbox"/>	DGS A-2022-0001-JOC-SET-K-3
<input type="checkbox"/>	DGS A-2022-0001-JOC-SWT-K-3

<b>HVAC .2</b>	
<input type="checkbox"/>	DGS A-2022-0001-JOC-CAP-K-2
<input type="checkbox"/>	DGS A-2022-0001-JOC-CSE-K-2
<input type="checkbox"/>	DGS A-2022-0001-JOC-CSW-K-2
<input checked="" type="checkbox"/>	DGS A-2022-0001-JOC-NET-K-2
<input type="checkbox"/>	DGS A-2022-0001-JOC-NWT-K-2
<input type="checkbox"/>	DGS A-2022-0001-JOC-SET-K-2
<input type="checkbox"/>	DGS A-2022-0001-JOC-SWT-K-2

<b>Electrical .4</b>	
<input type="checkbox"/>	DGS A-2022-0001-JOC-CAP-K-4
<input type="checkbox"/>	DGS A-2022-0001-JOC-CSE-K-4
<input type="checkbox"/>	DGS A-2022-0001-JOC-CSW-K-4
<input type="checkbox"/>	DGS A-2022-0001-JOC-NET-K-4
<input type="checkbox"/>	DGS A-2022-0001-JOC-NWT-K-4
<input type="checkbox"/>	DGS A-2022-0001-JOC-SET-K-4
<input type="checkbox"/>	DGS A-2022-0001-JOC-SWT-K-4

<b>Proposer Information</b>	
Proposer Name:	Clark Contractors, Inc.
Proposer Mailing Address:	145 Clark Building Rd., Suite 7 Bedford, PA 15522
Proposer Contact Person:	Clifton Clark
Contact Phone Number:	(814) 624-2500
Contact E-Mail Address:	cclark@clarkcontractorinc.com
Proposer Federal ID Number:	25-1418797
Proposer SAP/SRM Vendor Number:	148457

<b>Submittals Enclosed and Separately Sealed</b>	
<b>1</b>	<b>Technical Submittal - Must Include the Following Paper Items:</b>
	Completed Proposal Cover Sheet
	Signed Proposal Signature Page
	Signed and Notarized Non-Collusion Affidavit
	<b>Small Diverse Business and Veteran Business Enterprise</b>
<b>2</b>	<b>Participation Submittals</b>
<b>3</b>	<b>Cost Submittal</b>

**Proposals MUST be submitted separately for each contract being proposed on**