

Commonwealth of Pennsylvania Department of Military and Veterans Affairs Fort Indiantown Gap Annville, PA. 17003-5002	Request for Extension of Time Change Order	Project No. _____ Contract No. _____ Project Title _____ _____ Date: _____		
		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%; text-align: center;">For DGS (Region) Use Only</td> <td style="width:40%; text-align: center;">Request No.</td> </tr> </table>	For DGS (Region) Use Only	Request No.
For DGS (Region) Use Only	Request No.			

Contractor	Name & Address
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Beginning Date of Delay -	Ending Date of Delay -	Number of Days -
What Caused the Delay?		

How Did This Stop/Slow Construction Progress?

What Items of Work (From GSC-35 Progress Schedule) Were Affected By This Delay?

Were There Other Work Items That Could Have Been Done During The Delay?

I attest that the above facts are true and correct and that I am authorized to make this request on behalf of the contractor.
 This request is made pursuant to the General Conditions of the Contract and is without prejudice to the Contractor's rights under the General Conditions.
 It is understood that a grant of an extension of time by the Department is not an admission by the Department that it caused the delays incurred by the Contractor, nor that it is responsible for any costs incurred by the Contractor as a result of the delay. It is also further understood that the Extension of Time Request will not be introduced into evidence by either party to prove responsibility for any delays in the event that a claim related to the extension of time results in litigation.

For Regional Office Use Only	
Date Received _____	
Date Acknowledged _____	
Date Sent to Prof./Hbg. _____	Signature – Contractor

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	OMB No.: 1235-0008 Expires: 04/30/2021
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

STORED MATERIALS

Commonwealth of Pennsylvania
 Department of Military and
 Veterans Affairs
 Fort Indiantown Gap
 Annville, PA. 17003-5002

Project No: _____
 Contract No: _____
 Project Title: _____

 Location: _____

 Contractor: _____

Materials or equipment that have not yet been incorporated into the work may be delivered and suitably stored, at the site or some other location agreed upon by the Department. The materials or equipment listed below have been estimated at 100% of the cost and will be stored at _____. The Contractor shall secure the signature of its bonding company on all forms and shall also provide a Power of Attorney from the bonding company.

SCHEDULE

Quantity	Material/Equipment		Unit Wholesale Price	Extended Wholesale Price
				\$0.00
				\$0.00
				\$0.00
			Total	\$ 0.00

Surety _____
POWER of ATTORNEY MUST BE ATTACHED

By: _____
 Attorney-in-Fact
 Date: _____

BILL OF SALE

The Contractor, _____, (will store/has stored) certain materials and /or equipment, herein called materials, (at the site of this project/at an approved warehouse/at bonded warehouse) and will be paid in accordance with the provisions of the General Conditions of Contract and Administrative Procedures.

In consideration of the sum of \$_____ paid to the Contractor by the Department of Military and Veterans Affairs, and, in compliance with the provisions of the Contract, and, with the intention to be legally bound, the Contractor does hereby grant, bargain, sell and deliver unto the Department of Military and Veterans Affairs, it successors and assigns, all and singular, the materials described in the schedule above. The Contractor agrees that:

- Contractor has good title to the materials, free and clear of all liens and encumbrances, and title is granted to the Department of General Services;
- The materials will be used only in the construction of the above referenced project, under the provisions of the Contract, and will not be diverted elsewhere without the prior written consent of the Department of Military and Veterans Affairs;
- The materials have been delivered to and are at the places approved for storage, and they are clearly marked and identified as the property of the Department of Military and Veterans Affairs and are stored in a safe and secure manner to protect from damage or loss;
- The Contractor will pay all expenses in connection with the sale, delivery, storage, protection and insurance of materials granted to the Department of Military and Veterans Affairs and will remain responsible for the materials, which will remain under its custody and control for all losses, regardless of exclusions in insurance policies required under this document. The Contractor has insured the materials against loss or damage by fire (with extended coverage), theft and burglary, with loss payable to the Department of Military and Veterans Affairs;

- 5. The Contractor agrees that the quantities of materials set forth represents the maximum quantities for which it may be entitled to payment under the provisions of the Contract;
- 6. The following information is included with this form: (1) An Application for Payment; (2) An invoice or photostatic copy of an invoice for materials stored; (3) Evidence of payment, or when payment has not been made, a letter on the Contractor's letterhead authorizing payment to be made jointly to the Contractor and the Supplier; (4) Photographs showing the stored materials and its location; (5) a fire and theft insurance policy rider for the stored materials.

Witness:

By: _____(SEAL)

Principal-Individual

Witness:

Principal-Partnership

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Attest:

Secretary

Principal-Corporation

By: _____

President

VERIFICATION

This document has been reviewed and the following is verified:

- 1. The description of the line items on the vendor's invoice is identical to the description on this form.
- 2. The vendor's invoice shows the "Unit Wholesale Price" and the "Extended Wholesale Price". It is permissible for the Contractor to add information to the vendor's invoice for the purpose of clarity. If Items that are being claimed for Stored Materials are intermingled with other items on a vendor's invoice, the claimed items have been highlighted or underlined.
- 3. The Contractor has identified each package, bundle, box, container or item of the materials. Identification is legible and securely attached and protected so it will not become erased. The Contractor is responsible for proper storage of the materials at the project site. The materials are stored off the ground and properly protected from the elements.
- 4. This form is being submitted with an Application for Invoice No. _____. In addition, the following documents are included with the with this form:
 - a. Vendor's Invoice
 - b. Photographs of material
 - c. Fire and theft insurance policy rider for materials
 - d. Evidence of payment (as provided in item 6 of the previous section)

_____ Contractor

_____ Project Manager

Title

Date

_____ Date

REQUEST FOR INFORMATION

RFI# _____

Please type or print legibly

TO: _____

DATE: _____
RE: CONTRACT NO. _____

TITLE: _____
LOCATION: _____

FROM: _____

SUBJECT: _____
SPEC.REF. _____
DWG.REF. _____

PRIORITY: 48 Hours
 Routine (10) Days

INFORMATION REQUIRED:

Distribution: DMVA Project Manager, DMVA FCMM

REPLY

Be sure to indicate on form whether change order is required. Answer RFI without delay.

FROM: _____ **DATE:** _____

_____ A response is appended to this RFI, since a more detailed explanation is required.

Distribution: DMVA Project Manager
DMVA FCMM
K. Lloyd
Contractor(s)
Other: _____

Change will result in:
_____ **Credit Change Order**
_____ **Debit Change Order**
_____ **Field Order**
_____ **No Change in Contract**

SMALL DIVERSE BUSINESS PARTICIPATION

The Department has established one Minimum Participation Level (MPL) for the utilization of Disability-Owned Business Enterprise (DOBE), LGBT Business Enterprise (LGBTBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Veteran Business Enterprise (VBE), and Service-Disabled Veteran Business Enterprise (SDVBE) (together referred to hereinafter as Small Diverse Businesses) subcontracts, suppliers, and manufacturers for this Project which is set forth in the Notice to Bidders. The Contractor's selected option (options are more fully described in the Instructions to Bidders and the Administrative Procedures) regarding the MPL for Small Diverse Businesses is:

- Opt-in - The Contractor shall meet or exceed the Project's MPL as of the date of the Close-out Inspection of the project.
- Good Faith Effort - The Contractor shall document its use of reasonable efforts to identify, solicit, and secure commitments with Small Diverse Businesses for all subcontracts and purchase orders greater than \$10,000 throughout the duration of the Project. DMVA reserves the right to request submission of this documentation at any time during the project.
- Not applicable – The Contract Sum amount does not exceed \$50,000.00; therefore, the Contractor is not required to make a selection.

Contractor's Signature

Date

STANDARD CONSTRUCTION CONTRACT
BETWEEN THE DEPARTMENT AND CONTRACTOR

CONTRACT NO.
42200003

This CONSTRUCTION CONTRACT ("Contract") is executed this ____ day of _____ 2020, by and between the Department of Military and Veterans Affairs, hereinafter called "Department" and [CONTRACTOR NAME], having its principle place of business located at [CONTRACTOR ADDRESS], [CONTRACTOR CITY], [CONTRACTOR STATE], [CONTRACTOR ZIP CODE], hereinafter called "Contractor".

NOW THEREFORE, the parties, hereto, in consideration of mutual promises herein contained, and intending to be legally bound hereby, covenant and agree as follows:

ARTICLE 1 – THE CONTRACT DOCUMENTS

THIS Contract consists of this Standard Construction Contract; the Notice to Bidders (if procured through competitive sealed bids); the Instructions to Bidders (if procured through competitive sealed bids); the Contractor's electronic Bid Submission (if procured through competitive sealed bids); the Notice to Proposers (if procured through competitive sealed proposals); the Request for Proposals (if procured through competitive sealed proposals); the Contractor's entire proposal (if procured through competitive sealed proposals); the Contract Bond; the General, Special and other Conditions of the Contract; the drawings of all Prime Contracts; the specifications of all Prime Contracts; all addenda issued prior to execution of the Standard Construction Contract; all change orders; all schedules; and the Administrative Procedures, 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

The Contractor shall perform all the Work required by the Contract Documents for the construction of Contract No. [PROJECT NUMBER], [PROJECT NAME], [PROJECT CITY], [PROJECT COUNTY], Pennsylvania hereinafter referred to as the “Work.”

ARTICLE 3 – PROFESSIONAL

The Professional for this Project is:

Lois Duffy

ARTICLE 4 – TIME OF COMMENCEMENT AND COMPLETION

The Contract duration of this Contract shall be 180 calendar days and the term of the Contract shall commence upon the date that the Initial Job Conference is held for the Project or by the date established by the Letter of Intent (if issued). The Contractor shall commence operations on site by no later than ten (10) days after the Initial Job Conference or by the date stated in the Letter of Intent (if issued) and shall complete all Work to the satisfaction and approval of the Department on or before the milestones established in the Project Schedule. The Department may extend the selected interim milestone dates or the completion date of the Contract for causes set forth in the General Conditions of the Construction Contract and, which, in fact, delay the completion of said Work.

ARTICLE 5 – CONTRACT SUM

The Department will pay the Contractor for the performance of the Work, subject to additions and deductions by change order, as provided in the General Conditions of the Construction Contract, the sum of [CONTRACT AMOUNT], hereinafter called the “Contract Sum.” Payment will be made as set forth in the General Conditions of the Construction Contract. Deductions from or additions to this sum will be made as set forth in the General Conditions of the Construction Contract.

ARTICLE 6 – PROGRESS PAYMENTS and RETAINAGE

The Contractor shall submit Applications for Payment to the Department. The Department will make progress payments from the Contract Sum to the Contractor, in accordance with the provisions of the Prompt Payment Schedules found in the Commonwealth

Procurement Code, 62 Pa. C.S. §3931-§3939, and the Administrative Procedures, both of 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 Department of General Services. The Department will retain a portion of the amount due to the Contractor to insure the proper performance of the Work by the Contractor in each 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 of the Construction Contract, both of 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 Department.

ARTICLE 7 – FINAL PAYMENT

The Final Payment, constituting the entire unpaid balance of the Contract Sum, will be paid by the Department to the Contractor, in accordance with the provisions of the subchapter Substantial/Final Payment found in the Commonwealth Procurement Code, 62 Pa. C.S. §3941-§3942, the Administrative Procedures, and the General Conditions of the Construction Contract, all of 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 Department.

ARTICLE 8 – SMALL DIVERSE BUSINESS PARTICIPATION

The Department has established one Minimum Participation Level (MPL) for the utilization of Disability-Owned Business Enterprise (DOBE), LGBT Business Enterprise (LGBTBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Veteran Business Enterprise (VBE), and Service-Disabled Veteran Business Enterprise (SDVBE) (together referred to hereinafter as Small Diverse Businesses) subcontracts, suppliers, and manufacturers for this Project which is set forth in the Notice to Bidders. The Contractor's selected option (options are more fully described in the Instructions to Bidders and the Administrative Procedures) regarding the MPL for Small Diverse Businesses is:

- Opt-in – The Contractor shall meet or exceed the Project's MPL as of the date of the Close-out Inspection of the project.
- Good Faith Effort – The Contractor shall document its use of reasonable efforts to identify, solicit, and secure commitments with Small Diverse Businesses for all subcontracts and purchase orders greater than \$10,000 throughout the duration of

the Project. DGS reserves the right to request submission of this documentation at any time during the project.

- Not applicable – The Contract Sum amount does not exceed \$50,000; therefore, the Contractor is not required to make a selection.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

- 9.1 TERMS DEFINED. The Contract terms are defined in the General Conditions of the Construction Contract.
- 9.2 CORRECTIVE WORK. In addition to any other guarantees or warranties, the Contractor shall, after acceptance of the Work performed under this Contract, remedy without cost to the Department, any such defect, provided said defects in the judgment of the Department, or its successors having jurisdiction in the premises, are caused by defective or inferior materials, equipment or workmanship. If the corrective work is not completed within thirty (30) days after notification by the Department to the Contractor, the Department may do the corrective work and submit those costs to the Surety Company for reimbursement.
- 9.3 BONDS. The Contract Bond(s) given by the Contractor, conditioned upon the faithful performance of the Contract and for the payment of labor, material, equipment rental and public utility service claims, are attached hereto and are made a part hereof.
- 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 Contractor agrees to abide by and be bound by the Laws of Pennsylvania relating to and regulating the hours and conditions of employment.
- 9.8 BOND RIGHTS NOTIFICATION. Any claimant who has performed labor or furnished material in the prosecution of the Work has a right of action to recover the cost thereof from the Contractor and/or 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 Contractor, this right of action may not be exercised unless the Contractor receives written notification of the claim within ninety (90) days after the day on which the claimant performed the last of the labor or furnished the last of the materials for which

it claims payment. The 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 for any reason under this Section and the Contractor shall inform all of its subcontractors and suppliers in writing.

9.9 COMPLIANCE WITH LAW. The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

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 said Department of Military and Veterans Affairs and the Contractor have caused this contract to be executed the day and year above written.

Witness

[CONTRACTOR NAME]

Principal – Individual

Contractor's Signature

COMMONWEALTH OF PENNSYLVANIA
ACTING THROUGH THE DEPARTMENT
OF MILITARY AND VETERANS AFFAIRS

Deputy for Office of Administration

APPROVED AS TO LEGALITY AND FORM:

To be obtained electronically
Office of Chief Counsel, DMVA

To be obtained electronically
Office of Attorney General

To be obtained electronically
Office of General Counsel

I hereby certify that funds in the amount of **CONTRACTOR AMOUNT**
are available under Appropriation Symbol.

To be obtained electronically
Comptroller Operations

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we the undersigned

[CONTRACTOR NAME]

[CONTRACTOR ADDRESS], [CONTRACTOR CITY], [CONTRACTOR STATE], [CONTRACTOR ZIP CODE]

as Principal (the Construction Contractor)

and

_____ a

Corporation organized and existing under the Laws of the State of _____ and authorized to transact business in Pennsylvania,

as Surety

jointly and severally hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns to the Commonwealth of Pennsylvania, Department Military and Veterans Affairs ("Department"); as hereinafter set forth, in the full and just several sums of

(A) [CONTRACT AMOUNT] for faithful performance of the Construction Contract as designated in Paragraph "A" herein; and

(B) [CONTRACT AMOUNT] for payment of labor, material, equipment rental and public utility services as designated in Paragraph "B".

Sealed with our respective seals and dated this _____ day of _____, 2020.

WHEREAS, the above Principal has entered into a Contract with the Department of Military and Veterans Affairs dated the ____ day of _____, 2020, for [CONTRACT NUMBER] [PROJECT NUMBER], for the [PROJECT NAME], [PROJECT CITY], [PROJECT COUNTY], Pennsylvania.

upon certain terms and conditions in said Contract more particularly mentioned; and

WHEREAS the execution of this Contract Bond is one of the Department's conditions of award and contract execution by the Commonwealth.

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

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

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

C. It is further agreed that any alterations, which may be made in the terms of the Contract or in the Work to be done, or materials to be furnished, or labor to be supplied or performed, or equipment to be rented, or public utility services to be rendered, or the giving by the Department of Military and Veterans Affairs of any Extension of Time for the performance of the Contract, or the reduction of the retained percentage as permitted by the Contract, or any other forbearance on the part of either the Department of General Services 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 herein that every person, co-partnership, association or corporation which, whether as subcontractor or 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, hers, 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 shall not be liable for the payment of any costs 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, No. 57, 62 Pa. C.S §§101-4509, as amended, said 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 General Services.

[Signature Page Immediately Follows]

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Witness

[CONTRACTOR NAME]

Principal – Individual

Contractor's Signature

Surety

Attorney-in-Fact

APPROVED AS TO LEGALITY AND FORM:

To be obtained electronically
Office of Chief Counsel, DMVA

To be obtained electronically
Office of Attorney General

To be obtained electronically
Office of General Counsel

Bureau of Diversity, Inclusion & Small Business Opportunities

Instructions For Completion of SDBUR

The **SDBUR FORM** is comprised of **5 different Sections**. **Section 1** captures both Contractor and Project specific information. **Section 2** captures **Subcontractor and Manufacturer** Small/Small Diverse Business Commitment information, **Section 3** captures **Stocking Supplier** Small/Small Diverse Business Commitment information, **Section 4** captures **Non-Stocking Supplier** Small/Small Diverse Business Commitment information, and **Section 5** captures **Summary** Small/Small Diverse Business Commitment and BDISBO information.

Section 1 - Project and Contract Specific Data - Input all required fields. **Once completed, please send to the Construction Resource account at RA-GSBDISBOCONST@pa.gov and copy Curtis Burwell at cburwell@pa.gov**

Section 2 - Subcontractor & Manufacturer Commitments: **100% of the subcontract amount is counted towards the SB/SDB MPL. 100% of the total cost of the materials or supplies purchased from the Small/Small Diverse Business manufacturers is counted towards the SB/SDB MPL.**

- A** Enter Small/Small Diverse Business Company Name.
- B** Click on the cell where the Small/Small Diverse Business Type (M, W, V, S, D, G, etc.) must be entered. After clicking on the cell a "drop down" symbol will appear to the right of the cell. Click on the "drop down" symbol and scroll down to the Small/Small Diverse Business Type (M, W, V, S, D, G, etc.) describing the Small/Small Diverse Business being entered.
- C** Enter the Expiration Date of the Small/Small Diverse Business. This can be found on the Small/Small Diverse Business certificate or the the Small/Small Diverse Business online profile.
- D** Enter the \$ Value of the Small/Small Diverse Business Subcontract.
- E** Enter the Scope of Work being performed or the material manufactured.
- F** Click on the cell where the a Yes or No response must be entered regarding whether or not the Small/Small Diverse Business Subcontractor has agreed to self-perform 60% of the work with its own forces. After clicking on the cell a "drop down" symbol will appear to the right of the cell. Click on the "drop down" symbol and scroll down to select "Yes" if the Small/Small Diverse Business has agreed to Perform 60% of the work with their own forces and "No" if the Small/Small Diverse Business has not agreed to the 60% self-performance requirement. NotNo Small/Small Diverse Business Credit will be provided regarding No entries.
- G** Computed Per Formula. Credit Towards Project MPL based on \$ Value of the Subcontractor's/Manufacturer's Subcontract.
- H** Enter the total monies paid to the Small/Small Diverse Business in regards to the related reported Small/Small Diverse Business commitment.
- I** Computed Per Formula. Credit Towards Project MPL based on the ACTUAL PAYMENT TO DATE with respect to the Subcontractor's/Manufacturer's Subcontract presented in Column G.
- J** Computed Per Formula. Difference between the \$ Value of the Subcontractor's/Manufacturer's Subcontract presented in Column C and the \$ Value of the Total Payment to Date in Column G.

Section 3 - Stocking Supplier Commitments: **60% of the total cost of the materials or supplies purchased from a Small/Small Diverse Business stocking supplier is counted towards the SB/SDB MPL.**

- A** Enter Small/Small Diverse Business Company Name.
- B** Click on the cell where the Small/Small Diverse Business Type (M, W, V, S, D, G, etc.) must be entered. After clicking on the cell a "drop down" symbol will appear to the right of the cell. Click on the "drop down" symbol and scroll down to the Small/Small Diverse Business Type (M, W, V, S, D, G, etc.) describing the Small/Small Diverse Business being entered.
- C** Enter the Expiration Date of the Small/Small Diverse Business. This can be found on the Small/Small Diverse Business certificate or the the Small/Small Diverse Business online profile.
- D** Click on the cell entitled "General or MEP." After clicking on the cell a "drop down" symbol will appear to the right of the cell. Click on the "drop down" symbol and scroll down to "General" if the stocked material being provided relates to General Construction items or scroll to "MEP" if the stocked material being provided relates to Mechanical,Electrical and/or HVAC Construction items.
- E** Enter a description of the materials, supplies, and/or equipment being provided.
- F** Enter the \$ Value of the Small/Small Diverse Business Purchase Order.
- G** Computed Per Formula. Credit Towards Project MPL based on \$ Value of the Stocking Supplier Purchase Order.
- H** Enter the total monies paid to the Small/Small Diverse Business in regards to the related reported Small/Small Diverse Business commitment.
- I** Computed Per Formula. Credit Towards Project MPL based on the ACTUAL PAYMENT TO DATE with respect to the Small/Small Diverse Business Purchase Order presented in Column E.
- J** Computed Per Formula. Difference between the \$ Value of the Small/Small Diverse Business Purchase Order presented in Column E and the \$ Value of the Total Payment to Date in Column G.

Section 4 - Non-Stocking Supplier Commitments: **SB/SDB non-stocking suppliers are credited at only the amount of the fee or commission charged by the SB/SDB non-stocking supplier for assistance in the procurement of the materials and supplies provided the fees or commissions are reasonable and not excessive as compared with fees customarily allowed for similar services and with the understanding that under no circumstances shall the credit, for a SB/SDB non-stocking supplier, exceed 10% of the purchase order cost.**

- A** Enter Small/Small Diverse Business Company Name.
- B** Click on the cell where the Small/Small Diverse Business Type (MBE, WBE, etc.) must be entered. After clicking on the cell a "drop down" symbol will appear to the right of the cell. Click on the "drop down" symbol and scroll down to the Small/Small Diverse Business Type (MBE, WBE, etc.) describing the Small/Small Diverse Business being entered.
- C** Enter the Expiration Date of the Small/Small Diverse Business. This can be found on the Small/Small Diverse Business certificate or the the Small/Small Diverse Business online profile.
- D** Enter the \$ Value of the Small/Small Diverse Business Purchase Order.
- E** Enter a description of the materials, supplies, and/or equipment being provided.
- F** Enter the % Fee or Commission charged by the Small/Small Diverse Business Non-Stocking Supplier for the provision of the materials, supplies, and/or equipment.
- G** Computed Per Formula. Credit Towards Project MPL based on \$ Value of the Non-Stocking Supplier Purchase Order.
- H** Enter the total monies paid to the Small/Small Diverse Business in regards to the related reported Small/Small Diverse Business commitment.
- I** Computed Per Formula. Credit Towards Project MPL based on the ACTUAL PAYMENT TO DATE with respect to the Small/Small Diverse Business Purchase Order presented in Column C.
- J** Computed Per Formula. Difference between the \$ Value of the Small/Small Diverse Business Purchase Order presented in Column C and the \$ Value of the Total Payment to Date in Column G.

Section 5 - Actual Commitment Summary By Small/Small Diverse Business Type and Service Category

Section 5 - All information within Section 5 is Computed Per Formula with exception to Section 5 A as denoted below.

- A** For BDISBO use only. Rejected SDBUR reports may result in the withholding of future Application For Payments until the said report is satisfactorily submitted and approved.

Department of Military & Veterans Affairs - Purchasing & Contracting BLDG 0-47 FTIG, Annville, PA 17003	CERTIFICATE OF FINAL COMPLETION AND FINAL PAYMENT	Project No: Project Title:
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SECTION I

The undersigned certifies that he/she is a representative of the Professional appointed by the Department of Military and Veterans Affairs for the project indicated above; and, as such is duly qualified to sign and verify this certificate; and,

That the work associated with Contract No. _____ on the above referenced project has been deemed substantially complete on, _____; and,

That all of the construction work of this contract on the above referenced project has been completed in an acceptable manner and in accordance with the plans and specifications and any approved contract modifications thereto, with the exception of those minor items requiring completion as detailed in Section II; and,

That the Contractor, by virtue of said completion, can be paid all funds due and owing for the contract indicated above less one and one-half times the aggregate value of those certain minor items requiring completion or correction and any additional funds required to be withheld by the Department of Military and Veterans Affairs as set out in Article 14.2 of the General Conditions of Contract, 2019 Edition, as indicated in Section II.

WITNESS the due execution hereof on the _____ day of _____

DMVA Design Professional

SECTION II

The professional shall detail all items required to be completed or corrected to comply with the Contract Documents and assess a reasonable cost to complete in the table below (additional sheets may be attached if required).

ITEM NO.	DESCRIPTION	VALUE
		\$
		\$
		\$
		\$
		\$
Sub Total		\$
X		1.5
Total		\$

Recapitulation of funds retained

Punch List Items	\$
Credit Change Order(s)	\$
Approval of Change Order(s)	\$
Pending Claim(s)	\$
Liquidated Damages (\$ _____ /Day X _____ Days)	\$
Grand Total	\$

All Punch List Items shall be completed within thirty days after the date of the Final Completion Inspection

This certificate is acknowledged and accepted on this the _____ day of _____

:

Contractor

DMVA Construction Project Manager

"General Decision Number: PA20200093 04/17/2020

Superseded General Decision Number: PA20190093

State: Pennsylvania

Construction Type: Building

County: Lebanon County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/17/2020
2	01/24/2020
3	02/07/2020
4	03/13/2020
5	04/17/2020

ASBE0023-007 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation) (Asbestos Abatement, Removal from Mechanical Systems Only).....	\$ 33.80	27.21

BOIL0013-008 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 45.89	33.39

CARP0287-015 06/01/2018

	Rates	Fringes
CARPENTER (Scaffold Building and Form Work Only).....	\$ 29.53	16.10

CARP0443-003 05/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 35.18	18.82

CARP2235-013 01/01/2020

	Rates	Fringes
PILEDRIVERMAN.....	\$ 35.40	19.70

ELEC0143-011 06/01/2019

	Rates	Fringes
ELECTRICIAN (Includes HVAC/Temperature Controls Installation, and Low Voltage Wiring; Excludes Installation of Sound and Communication Systems and Alarm Installation).....	\$ 31.60	24.07

ELEC0229-004 01/01/2020

	Rates	Fringes
ELECTRICIAN (Alarm Installation Only).....	\$ 33.84	19.67

ELEC0743-013 09/01/2016

	Rates	Fringes
ELECTRICIAN (Installation of Communication and Sound Systems Only).....	\$ 34.77	20.19

ELEV0059-004 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.33	34.765+a+b

FOOTNOTES:

A. Employer contributes 8% of basic hourly rate for 5 years or more of service as vacation pay credit, and 6% of basic hourly rate for less than 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

ENGI0066-044 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Mechanic.....	\$ 28.37	15.66
Pump.....	\$ 25.20	15.66

ENGI0542-032 05/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 35.24	23.57
Hoist (Single Drum), Forklift (under 20 ft., excludes masonry work).....	\$ 32.23	22.68
Hoist (With Two Towers), Forklift (20 ft and over, excludes masonry work).....	\$ 34.96	23.48
Oiler.....	\$ 29.77	21.95

IRON0404-015 07/01/2019

	Rates	Fringes
IRONWORKER (Ornamental and Structural).....	\$ 32.76	29.88

LABO0373-001 01/01/2017

	Rates	Fringes
LABORER (Asbestos Abatement (Removal from Floors, Walls, and Ceilings)).....	\$ 22.60	15.44

LABO1180-013 05/01/2017

	Rates	Fringes
LABORER		
Concrete Worker; Concrete Saw (Walk Behind/Hand Held).....	\$ 21.39	13.33
Forklift (Masonry Work Only).....	\$ 25.27	13.33
Jack Hammer; Mason Tender- Brick.....	\$ 23.77	13.33

PAIN0057-036 06/01/2014

	Rates	Fringes
PAINTER (Spray Only).....	\$ 26.98	15.65

PAIN0411-005 05/01/2017

	Rates	Fringes
PAINTER: Brush and Roller Only...	\$ 23.47	13.20

PLUM0520-020 05/01/2019

	Rates	Fringes
PLUMBER.....	\$ 37.52	26.24

 PLUM0520-022 05/01/2019

	Rates	Fringes
PIPEFITTER (Includes HVAC Unit Installation, Excludes HVAC Pipe Installation).....	\$ 37.52	26.24

 * SFPA0669-004 04/01/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 38.90	26.17

 SHEE0019-014 06/01/2019

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct Installation).....	\$ 36.08	37.03

FOOTNOTE: Paid Holiday: Election Day

 * UAVG-PA-0016 01/01/2016

	Rates	Fringes
OPERATOR: Bulldozer.....	\$ 37.85	22.72

 SUPA2011-051 08/20/2014

	Rates	Fringes
BRICKLAYER, Includes Pointing, Caulking, and Cleaning.....	\$ 28.56	11.56

CARPENTER (Acoustical Ceiling Installation Only).....	\$ 37.73	4.59
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CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 24.18	12.02
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CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging and Metal Stud Installation, Form Work, and Scaffold Building.....	\$ 25.93	11.29
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CEMENT MASON/CONCRETE FINISHER...	\$ 27.76	8.21
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FLOOR LAYER: Carpet Only.....	\$ 18.78	5.02
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FLOOR LAYER: Hardwood Floors Only.....	\$ 26.91	11.88
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FLOOR LAYER: Vinyl Flooring

Only.....	\$ 19.71	5.94
GLAZIER.....	\$ 20.19	6.92
IRONWORKER, REINFORCING.....	\$ 28.97	6.47
LABORER: Common or General.....	\$ 19.70	7.14
LABORER: Landscape.....	\$ 15.01	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 26.17	4.88
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 31.05	10.85
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 24.14	13.55
OPERATOR: Drill.....	\$ 25.58	17.07
OPERATOR: Gradall.....	\$ 32.70	18.43
OPERATOR: Grader/Blade.....	\$ 32.51	17.98
OPERATOR: Loader.....	\$ 27.05	14.52
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.39	15.05
OPERATOR: Roller.....	\$ 30.39	13.72
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 47.38	6.89
ROOFER, Excludes Waterproofing...	\$ 17.00	2.78
ROOFER: Waterproofing Only.....	\$ 28.60	18.02
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 29.56	19.21
TILE FINISHER.....	\$ 20.65	8.24
TILE SETTER.....	\$ 24.31	11.62
TRUCK DRIVER: Dump Truck.....	\$ 19.77	5.02

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"