

SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL INTENTION

- A. SDVOSB SET-ASIDE - In accordance with P.L. 109-461, this acquisition is restricted to Small Business Concerns Owned and Controlled by Service Disabled Veterans (SDVOSB) concerns. Pursuant to 38 U.S.C. § 8127(c), contracting officers **may** use other than competitive procedures (including sole source awards) for contracts to SDVOSBs and VOSBs where the anticipated award price will exceed the Simplified Acquisition Procedures threshold but not to exceed \$5,000,000 (including options). Each related award must be made to a responsible SDVOSB or VOSB at a fair and reasonable price as determined by the contracting officer.
- B. Contractor shall completely prepare site for construction operations, including demolition and removal of existing structures and substructures, and furnish labor and materials and perform Work for construction of Asbestos abatement, including removal, transportation, disposal of hazardous waste and debris, and restoration as required by Construction Documents (Drawings and Specifications, as well as all other Contract Documents).
- B. Visits to the site by Bidders may be made only by appointment with the Chief Engineer, Mr. Kailen Collette, 406-447-7382. VA Miles City Campus is located at 210 S. Winchester, Miles City, MT 59301.
- C. Offices of VCI, 224 S. 5th St, Hamilton, MT 59840, Phone 504-684-4408, as Architect-Engineers, will render certain technical services during construction. Such services shall be considered as advisory to the Government and shall not be construed as expressing or implying a contractual act of the Government without affirmations by Contracting Officer's Technical Representative (COR or designee) or his duly authorized representative.
- E. Before placement and installation of Work subject to tests by testing laboratory, the Contractor shall notify the COR or designee in sufficient time to enable COR or designee or authorized personnel to be present at the site in time for observation of testing of specimens and field inspection. Such prior notice shall be not less than three work days unless otherwise designated by the COR or designee.
- F. All employees of general Contractor and subcontractors shall comply with VA security management program and obtain permission of the VA police, be identified by project and employer, and be restricted from unauthorized access. The Contractor and subcontractors shall at no time communicate directly with facility tenants. Communications that involve tenant participation shall be arranged through the Resident Engineer.
- G. Prior to commencing Work, Contractor shall provide proof that Workers are current with requisite certifications for asbestos abatement and those certifications shall be

maintain at the Work site whenever the general Contractor or subcontractors are present.

H. Training:

1. The Contractor shall maintain on-site at least one employee who has, at a minimum, 40-hour OSHA certified HAZWOPER training with current annual 8-hour refresher certification.
2. All employees of Contractor or subcontractors shall have, at a minimum, the 10-hour OSHA certified Construction Safety course and/or other relevant competency training, as determined by VA.
3. Submit training records of all such employees for approval before the start of Work.

1.2 STATEMENT OF BID ITEMS

- A. CONTRACT LINE ITEM NUMBER (CLIN) 0001 –Base Bid, GENERAL CONSTRUCTION: Work includes general construction; demolition and removal of existing surface and subsurface features; asbestos contained materials removal, transportation, disposal, and restoration as required by the plans and specifications.
- B. CONTRACT LINE ITEM NUMBER (CLIN) 0002 through 0013 -Options, GENERAL CONSTRUCTION: Work includes general construction; demolition and removal of existing surface and subsurface features; asbestos contained materials removal, transportation, and restoration as required by the plans and specifications.

1.3 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire base bid work (Phases 1-4) ready for use not later than **213 calendar days**. The time stated for completion shall include final cleanup of the premises. Additional contract calendar days may be added to the contract for each optioned phase (Phases 5-16) and will increase the contract performance time according to the table below:

Phase(s)	Calendar Days Added to Contract Duration
Phases 1 through 4	213
Phase 5	38
Phase 6	21
Phase 7	6
Phase 8	32
Phase 9	5
Phase 10	27
Phase 11	24
Phase 12	5
Phase 13	28
Phase 14	28

Phase 15	8
Phase 16	8

1.4 LIQUIDATED DAMAGES--CONSTRUCTION

- A. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,034.00 for each calendar day of delay until the work is completed or accepted.
- B. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

1.5 SPECIFICATIONS AND DRAWINGS FOR CONTRACTOR

- A. Electronic copies of plans (pdf or AutoCAD) will be made available to the Contractor.

1.6 CONSTRUCTION SECURITY REQUIREMENTS A.

Security Plan:

- 1. The security plan defines both physical and administrative security procedures that will remain effective for the entire duration of the project.
- 2. The Contractor is responsible for assuring that all subcontractors working on the project and their employees also comply with these regulations.
- 3. Contractor shall submit the Security Plan to COR or designee for review and approval prior to beginning on-site Work.

B. Security Procedures:

- 1. Contractor's employees shall not enter the project site without an appropriate badge or means of identification. They may also be subject to inspection of their personal effects when entering or leaving the project site.
- 2. For working outside the "regular hours" as defined in the contract, the General Contractor shall give 3 (three) days notice to the COR or designee so that security arrangements can be provided for the employees.
- 3. No photography of VA premises is allowed without written permission of the COR or designee except for photography as required for daily reporting.
- 4. VA reserves the right to close down or shut down the project site and order General Contractor's employees off the premises in the event of a National Emergency. The General Contractor may return to the site only with the written approval of the COR or designee.

C. Key Control:

- 1. The General Contractor shall provide duplicate keys and lock

combinations to the COR or designee for the purpose of security inspections or emergency access of every area of project.

D. Document Control:

1. Before starting any Work, the General Contractor/subcontractors shall submit an electronic security memorandum to the COR or designee describing the approach to following goals and maintaining confidentiality of "sensitive information".
2. The General Contractor is responsible for safekeeping of all drawings, project manual and other project information. This information shall be shared only with those with a specific need to accomplish the project.
3. The Contractor shall describe in the security memorandum how security documents will be handled and maintained.
4. All paper waste or electronic media such as CD's and diskettes shall be shredded and destroyed in a manner acceptable to the VA.
5. Notify COR or designee immediately when there is a loss or compromise of project documents.
6. All documents and electronic documents shall be locked and secured in appropriate locations not accessible to the public. Document control shall be identified in the security plan.

E. Motor Vehicle Restrictions

1. Vehicle authorization request shall be required for any vehicle entering the site and such request shall be submitted 24 hours before the date and time of access. Access shall be restricted to picking up and dropping off materials and supplies.

1.7 FIRE SAFETY

A. Applicable Publications: Publications listed below form part of this Article to the extent referenced. Publications are referenced in text by basic designations only.

1. American Society for Testing and Materials (ASTM):
E84-2009a..... Surface Burning Characteristics of Building Materials
2. National Fire Protection Association (NFPA):
10-2010..... Standard for Portable Fire Extinguishers
30-2008..... Flammable and Combustible Liquids Code
51B-2009..... Standard for Fire Prevention During Welding, Cutting and
Other Hot Work
70-2008..... National Electrical Code
241-2009..... Standard for Safeguarding Construction, Alteration, and

Demolition Operations

3. Occupational Safety and Health Administration (OSHA):

29 CFR 1926 Safety and Health Regulations for Construction

B. Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of Work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to COR or designee/Chief Engineer for review for compliance with Contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND

SAMPLES. Prior to any worker for the Contractor or subcontractor's beginning Work, they shall undergo a safety briefing provided by the General Contractor's competent person per OSHA requirements. This briefing shall include information on the construction limits, safety guidelines, means of egress, break areas, work hours, locations of restrooms, use of NCA equipment, etc. Documentation shall be provided to the COR or designee that individuals have undergone the Contractor's safety briefing.

- C. Site Access: Maintain free and unobstructed access to emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.
- D. Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from new construction by distances in accordance with NFPA 241. For small facilities with less than 20 feet exposing overall length, separate by 10 feet.
- E. Temporary Heating and Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70.
- F. Means of Egress: Do not block paths from exits to roads. Minimize disruptions and coordinate with COR or designee/Resident Engineer.
- G. Egress Routes for Construction Workers: Maintain free and unobstructed egress. Inspect daily. Report findings and corrective actions weekly to COR or designee.
- H. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- I. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- J. Hot Work: Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B. Coordinate with COR or designee. Designate Contractor's responsible project-site fire prevention program manager to permit hot work.
- K. Fire Hazard Prevention and Safety Inspections: Inspect entire construction areas weekly. Coordinate with, and report findings and corrective actions weekly to COR or designee.
- L. Smoking: Smoking is prohibited in and adjacent to construction areas and on VA Campus.
- M. Dispose of waste and debris in accordance with NFPA 241. Remove from site daily.
- N. Perform other construction, alteration and demolition operations in accordance with 29 CFR 1926.

1.8 OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR or designee. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary buildings (e.g., storage trailers, office trailers) and utilities may be erected by the Contractor only with the approval of the COR or designee and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the Work.
- C. The Contractor shall, under regulations prescribed by the COR or designee, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the COR or designee. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads. (FAR 52.236-10).
- D. Working space and space available for storing materials shall be as shown on the Construction Documents. Adjustments may be made in the field upon written request and authorization by the COR or designee.
 - 1. After award the Contractor shall provide a requirement for lay down space and parking. The COR or designee will assign the appropriate space.
- E. Workmen are subject to rules of the VA applicable to their conduct.
- F. Execute Work so as to interfere as little as possible with normal functioning of the VA and its tenants as a whole, including operations of utility services, fire protection systems and any existing equipment, and with Work being done by others.
 - 1. Do not store materials and equipment in other than assigned areas.
 - 2. The Contractor shall store materials and equipment in a way that is orderly and neat. It shall not disrupt facility operations or patient care or create a hazard of any kind.
 - 3. Where access by the VA is not required, storage of Contractor's materials and equipment will be permitted subject to fire and safety requirements and by written approval by the COR or designee.
 - a. Whenever it is required that a connection fee be paid to a public utility provider for temporary service to the construction project, for such items as water, sewer, electricity, gas or steam, payment of such fee shall be the responsibility of the Contractor.
- G. Phasing: To insure such executions, the Contractor shall furnish the COR or designee with a schedule of approximate dates on which the Contractor intends to

accomplish Work in each specific area of Site. In addition, the Contractor shall notify the COR or designee two weeks in advance of the proposed date of starting Work in each specific area of Site. Arrange such dates to insure accomplishment of this Work in successive phases mutually agreeable to the Chief Engineer, COR or designee and Contractor, as follows:

1. The Contractor shall take all measures and provide all material necessary for protecting existing equipment and property in affected areas of construction against dust and debris, so that equipment and affected areas to be used in the VA's operations will not be hindered. The Contractor shall permit access to Department of Veterans Affairs personnel through other construction areas which serve as routes of access to such affected areas and equipment. Coordinate alteration Work in areas occupied by Department of Veterans Affairs so that VA operations will continue during the construction period.
 2. Immediate areas of alterations not mentioned in preceding Subparagraph 1 will be temporarily vacated while alterations are performed.
- H. Construction Fence: Before construction operations begin, should the Contractor elect to establish a construction area outside of the designated staging area, the Contractor shall provide a chain link construction fence, seven feet minimum height, around the construction area approved by the COR or designee. Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade. Remove the fence when Work is substantially complete and/or as directed by COR or designee.
1. Construction fence shall include screening such that views of construction operations are acceptably obstructed from normal VA operations.
- I. Utilities Services: Where necessary to cut existing water, sewer or air pipes, or conduits, wires, cables, etc. of utility services or of fire protection systems and communications systems (including telephone), they shall be cut and capped at suitable places where shown; or, in absence of such indication, where directed by COR or designee.
1. No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of COR or designee and coordination with the Utility owner.
 2. Electrical Work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished, Work on any energized circuits or equipment shall not commence without the COR or designee and Chief Engineer's prior knowledge and written approval. Refer to specification Sections 26 05 11, REQUIREMENTS FOR ELECTRICAL INSTALLATIONS for additional requirements.
 3. The Contractor shall submit a request to interrupt any such services to COR or designee and Chief Engineer, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.
 4. The Contractor will be advised (in writing) of approval of request.

5. Major interruptions of any system must be requested, in writing, at least 15 calendar days prior to the desired time and shall be approved by the COR or designee.
 6. In case of a Contract construction emergency, service will be interrupted on approval of COR or designee. Such approval will be confirmed in writing as soon as practical.
 7. Whenever it is required that a connection fee be paid to a public utility provider for new permanent service to the construction project, for such items as water, sewer, electricity, gas or steam, payment of such fee shall be the responsibility of the Contractor.
 8. Whenever it is required that a connection fee be paid to a public utility provider for temporary service to the construction project, for such items as water, sewer, electricity, gas or steam, payment of such fee shall be the responsibility of the Contractor.
- J. Abandoned Lines: All service lines such as wires, cables, conduits, ducts, pipes and the like, and their hangers or supports, which are to be abandoned but are not required to be entirely removed, shall be purged and sealed, capped or plugged, and deleted back to active main.
- K. To minimize interference of construction activities with flow of VA traffic, comply with the following:
1. Keep roads, walks and entrances to grounds, to parking and to occupied areas clear of construction materials, debris and standing construction equipment and vehicles. Wherever excavation for new utility lines cross existing roads, at least one lane must be open to traffic at all times.
 2. Method and scheduling of required cutting, altering and removal of existing improvements must be approved by the COR or designee.
- L. Coordinate the Work for this Contract with other construction operations as directed by COR or designee. This includes the scheduling of traffic and the use of roadways, as specified in Article, USE OF ROADWAYS.

1.9 ALTERATIONS

- A. Survey: Before any Work is started, the Contractor shall make a thorough survey with the COR or designee of areas in which alterations occur and areas which are anticipated routes of access, and furnish a report, signed, to the Contracting Officer. This report shall list by areas and spaces:
1. Shall note any discrepancies between Construction Documents and existing conditions at site.
 2. Shall designate areas for working space, materials storage and routes of access to areas where alterations occur and which have been agreed upon by Contractor and COR or designee.
- B. Any items required by Construction Documents to be either reused or relocated or both, found during this survey to be nonexistent, or in opinion of COR or designee, to be in such condition that their use is impossible or impractical, shall be furnished and/or replaced by the Contractor with new items in accordance with specifications which will be furnished by the Government. Provided the Contract Work is changed

by reason of this subparagraph B, the Contract will be modified accordingly, under provisions of clause entitled "DIFFERING SITE CONDITIONS" (FAR 52.236-2) and "CHANGES" (FAR 52.243-4 and VAAR 852.236-88).

- C. Re-Survey: Thirty days before expected partial or final inspection date, the Contractor and COR or designee together shall make a thorough re-survey of the areas of construction involved. They shall furnish a report on conditions then existing, of improvements and all surfaces as compared with conditions of same as noted in first condition survey report:
 - 1. Re-survey report shall also list any damage caused by the Contractor to such surfaces, despite protection measures; and, will form the basis for determining extent of repair work required of the Contractor to restore damage caused by the Contractor's workmen in executing Work of this contract.
- D. Protection: Provide the following protective measures:
 - 1. Temporary protection against damage for portions of existing structures and grounds where Work is to be done, materials handled and equipment moved and/or relocated.

1.10 ENVIRONMENTAL CONTROLS

- A. In general, the following preventive measures shall be adopted during construction to keep down dust and prevent mold.
 - 1. Dampen debris to keep down dust.
- B. Final Cleanup:
 - 1. Upon completion of the project, or as Work progresses, remove all construction debris from the site daily.

1.11 DISPOSAL AND RETENTION

- A. Materials and equipment accruing from Work and from demolition of buildings, structures, site elements, or parts thereof, shall be disposed of as follows:
 - 1. Reserved items which are to remain property of the Government are noted on drawings or in specifications as items to be stored. Items that remain property of the Government shall be removed or dislodged from present locations in such a manner as to prevent damage which would be detrimental to re-installation and reuse. Store such items where directed by COR or designee.
 - 2. Items not reserved shall become property of the Contractor and be removed by Contractor from the VA Campus.
 - 3. The Contractor shall be responsible for disposal of materials in accordance with the procedures of the Environmental Protection Agency (EPA) and the Department of Transportation (DOT) as outlined in Code of Federal Regulation (CFR), Titled 40 and 49 respectively. The EPA's Toxic Substance Control Act (TSCA) Compliance Program Policy Nos. 6-PCB-6 and 6-PCB-7 also apply. Upon removal of hazardous materials for disposal, the "originator" copy of the Uniform Hazardous Waste Manifest (EPA Form 8700-22), along with the Uniform Hazardous Waste Manifest Continuation Sheet (EPA Form 8700-22A) shall be returned to the COR or designee who

will annotate the Contract file and transmit the Manifest to the Chief Engineer.

a. Copies of the following listed CFR titles may be obtained from the Government Printing Office:

40 CFR 261 ... Identification and Listing of Hazardous Waste

40 CFR 262 ... Standards Applicable to Generators of Hazardous Waste

40 CFR 263 ... Standards Applicable to Transporters of Hazardous Waste

40 CFR 761 ... PCB Manufacturing, Processing, Distribution in Commerce, and use Prohibitions

49 CFR 172 ... Hazardous Material tables and Hazardous Material Communications Regulations

49 CFR 173 ... Shippers - General Requirements for Shipments and Packaging

49 CFR 173... Subpart A General

49 CFR 173 ... Subpart B Preparation of Hazardous Material for Transportation

49 CFR 173 ... Subpart J Other Regulated Material; Definitions and Preparation

TSCA..... Compliance Program Policy Nos. 6-PCB-6 and 6-PCB-7

1.12 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Work site, which are not to be removed and which do not unreasonably interfere with the Work required under this contract. The Contractor shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the COR or designee.
- B. The Contractor shall protect from damage all existing improvements and utilities at or near the Work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the COR or designee may have the necessary Work performed and charge the cost to the Contractor. (FAR 52.236-9)
- C. Refer to Section 01 57 19, TEMPORARY ENVIRONMENTAL CONTROLS, for additional requirements on protecting vegetation, soils and the environment.

Refer to Articles, "Alterations", "Restoration", and "Operations and Storage Areas" for additional instructions concerning repair of damage to structures and site improvements.

1.13 RESTORATION

- A. Remove, cut, alter, replace, patch and repair existing Work as necessary to install new Work. Except as otherwise shown or specified, do not cut, alter or remove any structural Work, and do not disturb any ducts, plumbing, steam, gas, or electric Work without approval of the COR or designee. Existing Work to be altered or extended and that is found to be defective in any way, shall be reported to the COR or designee before it is disturbed. Materials and workmanship used in restoring Work shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.
- B. Upon completion of contract, deliver Work complete and undamaged. Existing Work (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new Work shall be patched, repaired, reinstalled, or replaced with new Work, and refinished and left in as good condition as existed before commencing Work.
- C. At the Contractor's own expense, the Contractor shall immediately restore to service and repair any damage caused by the Contractor's workmen to existing piping and conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone) which are not scheduled for discontinuance or abandonment, whether shown on the Construction Documents or not.
- D. Expense of repairs to such utilities and systems not shown on Construction

Documents and not identified by a Utility Locator Service or locations of which are unknown will be covered by adjustment to Contract time and price in accordance with clause entitled "CHANGES" (FAR 52.243-4 and VAAR 852.236-88) and "DIFFERING SITE CONDITIONS" (FAR 52.236-2).

1.14 PHYSICAL DATA

- A. Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.
 - 1. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by CTA Construction & Environmental, LLC
- C. A copy of the assessment report titled *Asbestos Assessment Report, Veterans Administration Center Buildings: 1, 8, and 20 Miles City, Montana*, dated March 21, 2011, by CTA Construction & Environmental, LLC will be made available for inspection by bidders upon request to the Contracting Officer and shall be considered part of the Contract Documents. See Appendix A.
- D. The Government does not guarantee that other materials will not be encountered nor that proportions, conditions or character of several materials will not vary from those indicated by investigations. Proposed Contractor is expected to examine the site of Work and, after investigation, decide for him/herself the character of materials and make their bids accordingly. Upon proper application to the Department of Veterans Affairs, proposed Contractor will be permitted to make

investigations of his own at site.

1.15 LAYOUT OF WORK

- A. The Contractor shall lay out the Work from the Construction Documents, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at the Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work.

1.16 AS-BUILT DRAWINGS

- A. The Contractor shall maintain two full size sets of as-built drawings which will be kept current during construction of the project, which will include all Contract changes, modifications and clarifications.
- B. All variations shall be shown in the same general detail as used in the Construction Documents. To insure compliance, as-built drawings shall be made available for the COR or designee's review, as often as requested.
- C. The Contractor shall deliver two approved completed sets of as-built drawings to the COR or designee within 15 calendar days after each completed phase and after the acceptance of the project by the COR or designee.
- D. Paragraphs A, B, & C shall also apply to all shop drawings.

1.17 USE OF ROADWAYS

- A. For hauling, use only established public roads and roads on VA property and, when authorized by the COR or designee, such temporary roads which are necessary in the performance of Contract Work. Temporary roads shall be constructed by the Contractor at the Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, they must be protected by well-constructed bridges.
 - 1. Roadways are to be kept free and clear of dirt, gravel, and debris for the full curb-to-curb width. Tracking onto roadways by project vehicles and non-project vehicles is to be cleaned immediately.
 - 2. Roadways may be used by vehicles which are not loaded and which will not cause damage. Damaged roadways or roadway bases will be reconstructed by the Contractor at his own expense.

1.18 TEMPORARY USE OF MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Use of new installed mechanical and electrical equipment to provide heat, ventilation, plumbing, light and power will be permitted subject to compliance with the following provisions:
 - 1. Permission to use each unit or system must be given by COR or designee. If the equipment is not installed and maintained in accordance with the following provisions, the COR or designee will withdraw permission for use of the equipment.
 - 2. Electrical installations used by the equipment shall be completed in

accordance with the drawings and specifications to prevent damage to the equipment and the electrical systems, i.e. transformers, relays, circuit breakers, fuses, conductors, and their overload elements shall be properly sized, coordinated and adjusted. Voltage supplied to each item of equipment shall be verified to be correct and it shall be determined that motors are not overloaded. The electrical equipment shall be thoroughly cleaned before using it and again immediately before final inspection including vacuum cleaning and wiping clean interior and exterior surfaces.

3. Units shall be properly lubricated, balanced, and aligned. Vibrations must be eliminated.
 4. Automatic temperature control systems for preheat coils shall function properly and all safety controls shall function to prevent coil freeze-up damage.
 5. The air filtering system utilized shall be that which is designed for the system when complete, and all filter elements shall be replaced at completion of construction and prior to testing and balancing of system.
 6. All components of heat production and distribution system, metering equipment, condensate returns, and other auxiliary facilities used in temporary service shall be cleaned prior to use; maintained to prevent corrosion internally and externally during use; and cleaned, maintained and inspected prior to acceptance by the Government.
 7. Any and all fees accrued to use such utilities and equipment shall be paid by the Contractor.
- B. Prior to final inspection, the equipment or parts used which show wear and tear beyond normal, shall be replaced with identical replacements, at no additional cost to the Government.
- C. This paragraph shall not reduce the requirements of the mechanical and electrical specifications Sections.

1.19 TEMPORARY TOILETS

- A. Provide where directed, for use of all Contractor's workmen, ample temporary sanitary toilet accommodations with suitable sewer and water connections, or when approved by COR or designee provide suitable dry closets where directed. Keep such places clean and free from flies and all connections and appliances connected therewith are to be removed prior to completion of contract, and premises left perfectly clean.

1.20 AVAILABILITY AND USE OF UTILITY SERVICES

- A. The Government shall make all reasonably required amounts of utilities available to the Contractor from existing supplies without charge, as specified in the contract. The Contractor shall carefully conserve any furnished utilities. The Government will restrict utility access to the Contractor if utility usage abuse is documented. Should utility restriction be imposed the Contractor will be charged for utility usage. The amount to be paid by the Contractor for chargeable utility services shall be the prevailing rates charged to the Government as stated below.
- B. The Contractor, at Contractor's expense and in a workmanlike manner satisfactory to the COR or designee, shall install and maintain all necessary temporary

connections and distribution lines, and all meters required to measure the amount of electricity used for the purpose of determining charges. Before final acceptance of the Work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

- C. The Contractor shall install meters at the Contractor's expense and furnish the VA a monthly record of the Contractor's usage of electricity as hereinafter specified.
- D. Heat: Furnish temporary heat necessary to prevent injury to Work and materials through dampness and cold. Use of open salamanders or any temporary heating devices which may be fire hazards or may smoke and damage finished Work, will not be permitted. Maintain minimum temperatures as specified for various materials:
- E. Electricity (for Construction and Testing): Furnish all temporary electric services.
 - 1. Obtain electricity by connecting to the local electrical distribution system. The Contractor shall meter and pay for electricity required for electric cranes and hoisting devices, electrical welding devices and any electrical heating devices providing temporary heat. Where not available the Contractor shall supply power via portable generators at his own expense.
- F. Water (for Construction and Testing): Furnish temporary water service.
 - 1. Obtain water by connecting to the local water distribution system. Provide reduced pressure backflow preventer at each connection. Comply with water purveyor's requirements for connection and use, including obtaining and paying for permitting, metering, cross-contamination control, etc. and all costs to remove such connections.
- G. Fuel: Natural and LP gas required shall be furnished by the Contractor at Contractor's expense.

1.21 TESTS

- A. Pre-test electrical equipment and systems and make corrections required for proper operation of such systems before requesting final tests. Final test will not be conducted unless pre-tested.
- B. Conduct final tests required in various Sections of specifications in presence of an authorized representative of the COR or designee. Contractor shall furnish all labor, materials, equipment, instruments, and forms, to conduct and record such tests.
- C. All related components as defined above shall be functioning when any system component is tested. Tests shall be completed within a reasonably short period of time during which operating and environmental conditions remain reasonably constant.
- D. Individual test result of any component, where required, will only be accepted when submitted with the test results of related components and of the entire system.

1.22 RELOCATED ITEMS

- A. There are no known items to be relocated by the Contractor in the bid, though the Contractor may be requested to relocate items during the duration of the contract which will be negotiated at the time. The Contractor shall abide by the following if item relocation is requested.
- B. Contractor shall disconnect, dismantle as necessary, remove and reinstall in new location, all existing items indicated by symbol "R" or otherwise shown to be relocated by the Contractor.
- B. Perform relocation of such equipment or items at such times and in such a manner as directed by the COR or designee.
- C. Suitably cap existing service lines, such as water, drain, gas, air, and/or electrical, whenever such lines are disconnected from equipment to be relocated. Remove abandoned lines in finished areas and cap as specified herein before under paragraph "Abandoned Lines".
- D. Provide all electrical service connections, fittings, fastenings and any other materials necessary for assembly and installation of relocated equipment; and leave such equipment in proper operating condition.
- E. All service lines such as noted above for relocated equipment shall be in place at point of relocation ready for use before any existing equipment is disconnected. Make relocated existing equipment ready for operation or use immediately after reinstallation.

1.23 CONSTRUCTION SIGN

- A. Provide a Construction Sign where directed by the COR or designee. All wood members shall be of framing lumber. Cover sign frame with 24 gage galvanized sheet steel nailed securely around edges and on all bearings. Provide three 4 inch by 4 inch posts (or equivalent round posts) set four feet into ground. Set bottom of sign level at three feet above ground and secure to posts with through bolts. Make posts full height of sign. Brace posts with two by four inch material as directed.
- B. Paint all surfaces of sign and posts two coats of white gloss paint. Border and letters shall be of black gloss paint, except project title which shall be blue gloss paint.
- C. Maintain sign and remove it when directed by the COR or designee.
- D. Detail drawing of construction sign showing required legend and other characteristics of sign is shown on the Construction Documents.

1.24 SAFETY SIGN

- A. Provide a Safety Sign where directed by COR or designee. Face of sign shall be 3/4 inch thick exterior grade plywood. Provide two four by four inch posts extending full height of sign and three feet into ground. Set bottom of sign level at four feet above ground.
- B. Paint all surfaces of Safety Sign and posts with one prime coat and two coats of white gloss paint. Letters and design shall be painted with gloss paint of colors noted.
- C. Maintain sign and remove it when directed by COR or designee.
- D. Detail drawing of safety sign showing required legend and other characteristics of sign is shown on the Construction Documents.
- E. Post the number of accident free days on a daily basis.

1.25 CONSTRUCTION DIGITAL IMAGES

- A. During the construction period through completion, furnish Department of Veterans Affairs with digital images in color that represent the current condition of architectural and structural features prior to abatement. Each photograph shall clearly show the existing conditions at and in the vicinity of abatement activities.
- B. Images shall be submitted on CD-ROM recorded in JPEG format with a minimum of 24 bit color and no reduction in actual picture size. Compressed size of the file shall be no less than 80% or the original with no loss of information. File names shall contain the date the image was taken, the Project number and location by room number, and cardinal direction.

1.26 PROJECT HEALTH AND SAFETY PLAN

- A. Prior to commencing any construction, the Contractor shall submit a site specific Project Health and Safety Plan (PHSP). At a minimum, the PHSP shall cover the following topics:
 - 1. Organizational structure (including Responsible Persons)
 - 2. Site Characterization and Job Hazard Identification
 - 3. Site Control and Security
 - 4. Training
 - 5. Medical Surveillance
 - 6. PPE
 - 7. Exposure Monitoring
 - 8. Heat Stress
 - 9. Spill Containment
 - 10. Decontamination
 - 11. Emergency Response
 - 12. Confined Spaces
 - 13. Hoisting Operations
 - 14. Construction Waste Disposal
 - 15. Lockout/Tagout

PART 2 – PRODUCTS – NOT APPLICABLE

PART 3 – PRODUCTS – NOT APPLICABLE

END OF SECTION

SECTION 01 32 17

NETWORK ANALYSIS SCHEDULES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall develop a Gantt Chart (bar chart) schedule demonstrating fulfillment of the Contract requirements. The Contractor shall keep the network up-to-date in accordance with the requirements of this Section. The Contractor shall utilize the plan for scheduling, coordinating and monitoring Work under this Contract (including all activities of subcontractors, equipment vendors and suppliers). The Gantt Chart will be utilized to satisfy time applications.

1.2 CONTRACTOR'S REPRESENTATIVE:

- A. The Contractor shall designate an in-house representative who will be responsible to prepare the schedule, review the schedule and report progress of the project to the COR or designee.
- B. The Contractor's in-house representative shall be given authority to act on behalf of the Contractor in fulfilling the requirements of this specification Section. Such authority shall not be interrupted throughout the duration of the project.

1.3 COMPUTER PRODUCED SCHEDULES:

- A. The Contractor shall provide to CO/COR or designee monthly computer processing of all computer produced schedules generated from monthly project updates. The Contractor shall provide to CO/COR or designee two (2) copies of the updated Microsoft Project Gantt Chart and an electronic copy of this data. This must be submitted with and substantively support the Contractor's monthly payment request.
- B. The Contractor is responsible for the correctness and timeliness of the computer-produced reports. The Contractor is also responsible for the accurate and timely submittal of the updated project schedule.
- C. CO/COR or designee shall report errors in computer-produced reports to the Contractor's representative within ten (10) calendar days from receipt of reports. The Contractor shall reprocess the Gantt Chart and associated CDs, when requested by the Contracting Officer's Representative, to correct errors that affect the schedule for the project.

1.4 THE COMPLETE PROJECT GANTT CHART SUBMITTAL:

- A. The Complete Project Microsoft Project Gantt Chart will contain sufficient Work activities/events as necessary to fully detail the project schedule.

- B. Within ten (10) calendar days after receipt of the Notice to Proceed, the Contractor shall submit for the COR or designee's review, a Microsoft Project Gantt Chart. Each activity/event on the Gantt Chart schedule shall contain as a minimum, but not limited to, activity/event description, duration, start dates and finish dates. Activity constraints, not required by the contract, will not be accepted. Logic events (non-Work) will be permitted where necessary to reflect proper sequence among Work events, but must have zero duration.
- C. The complete working Gantt Chart shall reflect the Contractor's approach to scheduling the complete project. The final Gantt Chart in its original form shall contain no Contract changes or delays that may have been incurred during the final Gantt Chart development period. It shall reflect the Contractors "AS BID" or "DAY 1" schedule. Changes and /or delays shall be entered at the first monthly update after the final Gantt Chart has been approved. The Contractor should provide their requests for time and supporting time extension analysis for Contract time as a result of Contract changes/delays, after this update, and in accordance with Article, ADJUSTMENT OF CONTRACT COMPLETION.
- D. Within ten (10) calendar days after receipt of the complete project Gantt Chart, the Contracting Officer (CO) or his representative, will do one or both of the following:
1. Notify the Contractor concerning his actions, opinions, and objections.
 2. Schedule a meeting with the Contractor at, or near the job site, or via conference call, for joint review, correction or adjustment of the proposed plan. Within ten (10) calendar days after the joint review, the Contractor shall revise and shall submit two (2) copies of the revised Gantt Chart and a revised CD as specified to the CO/COR or designee. The revised submission will be reviewed by the CO and, if found to be as previously agreed upon, will be approved.
- E. The VA will provide tenants 30-day advanced notice of scheduled relocations based on the Contractor's Gantt Chart. The Contractor shall notify the COR or designee within 24 hours of when it is apparent he will not meet phased completion milestones. Whenever it becomes apparent that phasing or milestone completion dates will not be met, the Contractor shall execute some or all of the following remedial actions:
1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of work.
 2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of work.
 3. Reschedule the Work in conformance with the specification requirements.
- When the Contractor is unable to meet the current schedule he shall submit a revised Gantt Chart at the time of notification to the COR or designee for approval.

1.5 WORK ACTIVITY/EVENT AND COST DATA INFORMATION:

- A. The Contractor shall not be required to "cost load" the computerized Microsoft Project Gantt Chart. As part of this submission, the Contractor shall provide a

separate Schedule of Costs. This Schedule of Costs shall reflect and contain all the same activities/events for each project phase identified on the Gantt Chart.

- B. The Contractor and the CO shall use this Schedule of Costs for monthly payment purposes as referenced in the General Conditions of this agreement.
- C. The Contractor and CO shall agree on percentages for monthly Work accomplished. The cumulative total amount of all cost loaded activities/events (including alternates) shall equal the total Contract price.
- D. Prorate overhead, profit and general conditions on all Work activities/events for the entire project. Negative Work activity/event cost data will not be acceptable, except on VA issued Contract changes.

1.6 GANTT CHART REQUIREMENTS:

- A. Show on the Gantt Chart the sequence and interdependence of Work activities/events required for complete performance of all items of Work. In preparing the Gantt Chart, the Contractor shall:
 - 1. Show the following on each Work activity/event:
 - a. Concise description of the Work represented by the activity/event.
 - b. Duration (in calendar days.)
 - 2. Show activities/events as:
 - a. Contractor's time required for submittal of shop drawings, templates, fabrication, delivery and similar pre-construction work.
 - b. COR or designee's and Architect-Engineer's review and approval of shop drawings, equipment schedules, samples, template, or similar items.
 - c. Interruption of VA utilities, delivery of Government furnished equipment, project phasing and any other specification requirements.
 - d. Test, balance and adjust various systems and pieces of equipment.
 - e. VA inspection and acceptance activity/event with a minimum duration of ten (10) work days at the end of each phase and immediately preceding any VA move activity/event required by the Contract phasing for that phase.
 - 3. Break up the Work into activities/events of durations no longer than thirty (30) work days each, except as to non-construction activities/events (i.e., procurement of materials, delivery of equipment, concrete and asphalt curing) and any other activities/events for which the CO may approve the showing of a longer duration. The duration for VA approval of any required submittal, shop drawing, or other submittals shall not be less than seven (7) workdays. The construction time as determined by the Gantt Chart schedule from start to finish for any sub-phase, phase or the entire project shall not exceed the total Contract duration. Describe Work activities/events clearly, so the Work is readily identifiable for assessment of completion. Activities/events labeled "start," "continue," or completion," are not specific and will not be allowed. Lead and lag time activities will not be acceptable.

4. Exterior Label Information: Provide the following information on an external label attached to each diskette(s):
 - a. VA project number and project location.
 - b. Name and telephone number of a point of contact, preferably the person who created the schedule.
 - c. The CD number and total number of CDs in the set.
 - d. The project data status date.

1.7 PAYMENT TO THE CONTRACTOR:

- A. Monthly, the Contractor shall submit the Gantt Chart updated for remaining activity durations and a Schedule of Costs updated for costs. The Contractor shall make payment requests following VA procedures. The payment request should reflect and be in accordance with the provisions of the following Article, PAYMENT AND PROGRESS REPORTING, as the basis upon which progress payments will be made pursuant to Article, PAYMENT UNDER

FIXED FIRM PRICE CONSTRUCTION CONTRACTS of Section GENERAL CONDITIONS. The Contractor is entitled to a monthly progress payment upon approval of estimates as determined from the currently approved updated Schedule of Costs unless, in special situations, the Contracting Officer permits an exception to this requirement. Monthly payment requests shall include: two (2) copies of the updated Microsoft Project Gantt Chart, a listing of all project schedule changes, and associated data, made at the update. These must be submitted with and substantively support the Contractor's monthly application and certificate for payment request documents.

1. Monthly updates to the Gantt Chart shall include a summary of changes in the form of baseline duration/start/end dates and current month's variance from baseline duration/start/end dates.
- B. When the Contractor fails or refuses to furnish to the CO the information and the associated updated Gantt Chart data, which, in the sole judgment of the CO, are necessary for validating the monthly progress payment, the Contractor shall not be deemed to have provided supporting schedule data upon which progress payment may be reasonably determined.

1.8 PAYMENT AND PROGRESS REPORTING:

- A. Job site progress meetings shall be held on dates mutually agreed to by the CO (or COR or designee) and the Contractor. Presence of subcontractors during the progress meeting is optional unless required by the CO (or COR or designee). Job progress will be reviewed to verify:
 1. Actual start and/or finish dates for updated/completed activities/events.
 2. Remaining duration, required to complete each activity/event started, or scheduled to start, but not completed.
 3. Time and cost data for change orders, and supplemental agreements that are to be incorporated into the Gantt Chart.
 4. Percentage for completed and partially completed activities/events.
 5. Logic and duration revisions required by this Section of the specifications.
 6. Activity/event duration and percent complete shall be updated independently.

- B. The Contractor shall submit a narrative report as a part of his review and update, in a form agreed upon by the CO. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities/events and completion dates; and an explanation of corrective action taken or proposed. This report is in addition to the daily reports pursuant to the provisions of Article, DAILY REPORT OF WORKERS AND MATERIALS in the GENERAL CONDITIONS.
- C. As part of the jobsite progress meeting, the General Contractor, specifically requested subcontractors and the COR or designee shall meet to discuss the updated schedule. The main emphasis shall be to address Work activities to avoid slippage of project schedule and to identify any necessary actions required to maintain project schedule during the reporting period.

1.9 RESPONSIBILITY FOR COMPLETION:

- A. Whenever it becomes apparent from the progress review meeting or the computer-produced Gantt Chart schedule that phasing or Contract completion dates will not be met, the Contractor shall execute some or all of the following remedial actions:
 - 1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of work.
 - 2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of work.
 - 3. Reschedule the Work in conformance with the specification requirements.
- B. Prior to proceeding with any of the above actions, the Contractor shall notify and obtain approval from the CO for the proposed schedule changes. If such actions are approved, the revisions shall be incorporated by the Contractor into the Gantt Chart before the next update, at no additional cost to the Government.

1.10 CHANGES TO GANTT CHART SCHEDULE:

- A. Within ten (10) calendar days after VA acceptance and approval of any updated computer-produced schedule, the Contractor shall submit a revised Gantt Chart, the associated CDs, and a list of any activity/event changes including predecessors and successors for any of the following reasons:
 - 1. Delay in completion of any activity/event or group of activities/events, which indicate an extension of the project completion by twenty (20) working days or 10 percent of the remaining project duration, whichever is less. Such delays which may be involved with Contract changes, strikes, unusual weather, and other delays will not relieve the Contractor from the requirements specified unless the conditions are shown on the Gantt Chart as the direct cause for delaying the project beyond the acceptable limits.
 - 2. Delays in submittals, or deliveries, or Work stoppage are encountered which make rescheduling of the Work necessary.
 - 3. The schedule does not represent the actual prosecution and progress of the project.

4. When there is, or has been, a substantial revision to the activity/event costs of the network diagram regardless of the cause for these revisions.
 - B. Revisions made under this paragraph, which affect the previously approved computer-produced schedules for Government furnished equipment, Contract phase(s) and sub phase(s), utilities furnished by the Government to the Contractor, or any other previously contracted item, must be furnished in writing to the CO for approval.
 - C. CO's approval for the revised Gantt Chart and all relevant data is contingent upon compliance with all other paragraphs of this Section and any other previous agreements by the CO or the COR or designee.
 - D. The cost of revisions to the Gantt Chart resulting from Contract changes will be included in the cost of the change.
 - E. The cost of revisions to the Gantt Chart not resulting from Contract changes is the responsibility of the Contractor.

1.11 ADJUSTMENT OF CONTRACT COMPLETION:

- A. The Contract completion time will be adjusted only for causes specified in this contract. Request for an extension of the Contract completion date by the Contractor shall be supported with a justification, Gantt Chart data and supporting evidence as the CO may deem necessary for determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract. Submission of proof based on revised activity/event logic, durations (in work days) and costs is obligatory to any approvals.
- B. The CO's determination as to the total number of days of Contract extension will be based upon the current computer-produced Gantt Chart schedule for the time period when the change took place and all other relevant information. The CO will, within thirty (30) calendar days after receipt of such justification and supporting evidence, advise the Contractor in writing of his decision on the matter.
- C. The Contractor shall submit each request for a change in the Contract completion date to the Contracting Officer in accordance with the provisions specified under Article, CHANGES, in the Section, GENERAL CONDITIONS. The Contractor shall include, as a part of each change order proposal, a sketch showing all revisions, duration (in work days) changes, and cost changes, for Work in question and its relationship to other activities on the approved network diagram.
- D. All delays due to non-Work activities/events such as RFI's, WEATHER, STRIKES, and similar non-Work activities/events shall be analyzed on a month by month basis.

PART 2 – PRODUCTS – NOT APPLICABLE

PART 3 – PRODUCTS – NOT APPLICABLE

END OF SECTION

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

- 1.1 Refer to Articles titled SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21) and, SPECIAL NOTES (VAAR 852.236-91), in GENERAL CONDITIONS.
- 1.2 For the purposes of this Contract, samples, including laboratory samples to be tested, test reports, certificates, and manufacturers' literature and data shall also be subject to the previously referenced requirements. The following text refers to all items collectively as SUBMITTALS.
- 1.3 Submit for approval, all of the items specifically mentioned under the separate Sections of the specification, with information sufficient to evidence full compliance with Contract requirements. Materials, fabricated articles and the like to be installed in permanent Work shall equal those of approved submittals. After an item has been approved, no change in brand or make will be permitted unless:
 - A. Satisfactory written evidence is presented to, and approved by Contracting Officer, that manufacturer cannot make scheduled delivery of approved item, or;
 - B. Item delivered has been rejected and substitution of a suitable item is an urgent necessity, or;
 - C. Other conditions become apparent which indicates approval of such substitute item to be in best interest of the Government.
- 1.4 Forward submittals in sufficient time to permit proper consideration and approval action by Government. Time submission to assure adequate lead time for procurement of Contract-required items. Delays attributable to untimely and rejected submittals (including any laboratory samples or testing) will not serve as a basis for extending Contract time for completion.
- 1.5 Submittals will be reviewed for compliance with Contract requirements by Architect-Engineer, and action thereon will be taken by COR or designee on behalf of the Contracting Officer.
- 1.6 Upon receipt of submittals, COR or designee will assign a file number thereto. Contractor, in any subsequent correspondence, shall refer to this file and identification number to expedite replies relative to previously approved or disapproved submittals.
- 1.7 The Government reserves the right to require additional submittals, whether or not particularly mentioned in this Contract. If additional submittals beyond those required by the Contract are furnished pursuant to request therefore by Contracting Officer, adjustment in Contract price and time will be made in accordance with Articles titled

CHANGES (FAR 52.243-4) and CHANGES - SUPPLEMENT (VAAR 852.236-88) of the GENERAL CONDITIONS.

- 1.8 Schedules called for in Specifications and shown on shop drawings shall be submitted for use and information of Department of Veterans Affairs and Architect-Engineer. However, the Contractor shall assume responsibility for coordinating and verifying schedules. The Contracting Officer and Architect-Engineer assume no responsibility for checking schedules or layout drawings for exact sizes, exact numbers and detailed positioning of items.
- 1.9 Submittals must be submitted by Contractor only and shipped prepaid. Contracting Officer assumes no responsibility for checking quantities or exact numbers included in such submittals.
- A. Submit samples in single units unless otherwise specified. Submit shop drawings, schedules, manufacturers' literature and data, and certificates in quadruplicate, except where a greater number is specified.
- B. Submittals will receive consideration only when covered by a transmittal letter signed by Contractor. Letter shall be sent via first class mail and shall contain the list of items, name of VA facility, name of Contractor, Contract number, applicable specification paragraph numbers, applicable drawing numbers (and other information required for exact identification of location for each item), manufacturer and brand, ASTM, EPA, etc. or Federal Specification Number (if any) and such additional information as may be required by specifications for particular item being furnished. In addition, catalogs shall be marked to indicate specific items submitted for approval.
1. A copy of letter must be enclosed with items, and any items received without identification letter will be considered "unclaimed goods" and held for a limited time only.
 2. Each sample, certificate, manufacturers' literature and data shall be labeled to indicate the name and location of the Cemetery, name of Contractor, manufacturer, brand, Contract number and ASTM or Federal Specification Number as applicable and location(s) on project.
 3. Required certificates shall be signed by an authorized representative of manufacturer or supplier of material, and by Contractor.
- C. In addition to complying with the applicable requirements specified in preceding Article 1.9, samples which are required to have Laboratory Tests shall be tested, at the expense of Contractor, in a commercial laboratory approved by Contracting Officer.
1. Laboratory shall furnish Contracting Officer with a certificate stating that it is fully equipped and qualified to perform intended Work, is fully acquainted with specification requirements and intended use of materials and is an independent establishment in no way connected with organization of Contractor or with manufacturer or supplier of materials to be tested.
 2. Certificates shall also set forth a list of comparable projects upon which laboratory has performed similar functions during past five years.

3. Samples and laboratory tests shall be sent directly to approved commercial testing laboratory.
 4. Contractor shall send a copy of transmittal letter to both COR or designee and to Architect-Engineer simultaneously with submission of material to a commercial testing laboratory.
 5. Laboratory test reports shall be sent directly to COR or designee for appropriate action.
 6. Laboratory reports shall list Contract specification test requirements and a comparative list of the laboratory test results. When tests show that the material meets specification requirements, the laboratory shall so certify on test report.
 7. Laboratory test reports shall also include a recommendation for approval or disapproval of tested item.
- D. If submittal samples have been disapproved, resubmit new samples as soon as possible after notification of disapproval. Such new samples shall be marked "Resubmitted Sample" in addition to containing other previously specified information required on label and in transmittal letter.
- E. Approved samples will be kept on file by the COR or designee at the site until completion of contract, at which time such samples will be delivered to Contractor as Contractor's property. Where noted in technical Sections of specifications, approved samples in good condition may be used in their proper locations in Contract Work. At completion of contract, samples that are not approved will be returned to Contractor only upon request and at Contractor's expense. Such request should be made prior to completion of the contract. Disapproved samples that are not requested for return by Contractor will be discarded after completion of contract.
- F. Submittal drawings (shop, erection or setting drawings) and schedules, required for Work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with Contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check.
1. For each drawing required, submit one legible photographic paper or vellum reproducible.
 2. Reproducible shall be full size.
 3. Each drawing shall have marked thereon, proper descriptive title, including Cemetery location, project number, manufacturer's number, reference to Contract drawing number, detail Section Number, and Specification Section Number.
 4. A space 4-3/4 by 5 inches shall be reserved on each drawing to accommodate approval or disapproval stamp.
 5. Submit drawings, ROLLED WITHIN A MAILING TUBE, fully protected for shipment.
 6. One reproducible print of approved or disapproved shop drawings will be forwarded to Contractor.
 7. When Work is directly related and involves more than one trade, shop drawings shall be submitted to Architect-Engineer under one cover.

Miles City Asbestos Abatement
VA Project Number VA 436-13-101

SUBMITTAL REGISTER

	PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	01 - PRECON SUBMITTALS	02 - SHOP DRAWINGS	03 - PRODUCT DATA	04 - SAMPLES	05 - DESIGN DATA	06 - TEST REPORTS	07 - CERTIFICATES	08 - MFRS INSTRUCTIONS	09 - MFRS FIELD REPORT	11 - CLOSEOUT SUBMITTALS	FIG - FOR INFORMATION ONLY	GA - GOVERNMENT APPROVED	DA - DESIGNER OF RECORD APPROVAL	CR - CONFORMANCE REVIEW	DA / CR	DA / GA	DO - DISTRICT OFFICE	AO - AREA OFFICE	RO - RESIDENT OFFICE	PO - PROJECT OFFICE	DR - DESIGNER OF RECORD	AE - ARCHITECT / ENGINEER
01 00 00	1.4,A,3	Security Plan	X										X								X	X	X	
01 00 00	1.4,C	Duplicate Keys & Lock Combinations											X								X	X	X	
01 00 00	1.14,C	As-Built Drawings										X									X	X	X	
01 00 00	1.14,C	Shop Drawings		X								X									X	X	X	
01 00 00	1.26	Project Health and Safety Plan	X										X								X	X	X	
01 32 17	1.1	Gantt Chart	X										X								X	X	X	
01 32 17	1.5,A	Schedule of Costs	X										X								X	X	X	
09 29 00	2.3	Gypsum Board			X	X															X	X	X	
09 29 00	2.4	Tile Backing Panel			X	X															X	X	X	
09 29 00	2.5	Trim Accessories			X	X															X	X	X	
09 29 00	2.6	Joint Treatment Materials			X	X															X	X	X	
09 29 00	2.8	Texture Finishes			X	X				X											X	X	X	
09 65 13	2.1	Resilient Base			X	X				X											X	X	X	
09 65 13	2.2	Resilient Molding Accessory			X	X				X											X	X	X	
09 65 13	2.3	Installation Materials			X	X				X											X	X	X	
09 65 19	2.1	Vinyl Composition Floor Tile			X	X				X											X	X	X	
09 65 19	2.2	Installation Materials			X	X				X											X	X	X	
09 65 19	3.2	Substrate Tests						X													X	X	X	
09 65 19	2.1	Vinyl Sheet Floor Covering			X	X															X	X	X	
09 65 19	1.3,C	Seam Samples			X	X															X	X	X	
09 65 19	2.2	Installation Materials			X	X				X											X	X	X	
09 65 19	3.2	Substrate Tests						X													X	X	X	
09 91 01	1.4	Coating Materials			X	X				X											X	X	X	
02 50 00	1.4,A	Employee Environmental Certificates	X						X												X	X	X	
02 50 00	1.4,B	Insurance Certificates	X						X				X								X	X	X	
02 50 00	1.4,C	Abatement Design	X				X														X	X	X	
02 50 00	1.4,D	Demolition Activities Schedule	X																		X	X	X	
02 50 00	1.4,E	Landfill Records							X												X	X	X	
02 50 00	1.4,F	Clearance Certificates							X												X	X	X	

- 1.10 Samples, shop drawings, test reports, certificates and manufacturers' literature and data, shall be submitted for approval to:

VCI
126 Terra Bella Blvd.
Covington, LA 70433
ATTN: Rich Endriss
Phone: 504-684-4408

And copied to the COR or designee.

- A. Digital Submittals: Digital submittals will be permitted only after the Contractor has demonstrated that the process can be accommodated within the limits of the VA and A/E network limitations.

- 1.11 At the time of transmittal to the Architect-Engineer, the Contractor shall also send a copy of the complete submittal directly to the COR or designee.

VA Montana HCS
Engineering & Facilities Management
3687 Veterans Dr.
Fort Harrison, MT 59636
ATTN: Kenneth Estabrook, Facility Manager
Phone: 406-447-7371

PART 2 – PRODUCTS – NOT APPLICABLE

PART 3 – PRODUCTS – NOT APPLICABLE

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This section specifies the requirements for the management of non-hazardous building construction and demolition waste.
- B. Waste disposal in landfills shall be minimized to the greatest extent possible. Of the inevitable waste that is generated, as much of the waste material as economically feasible shall be salvaged, recycled or reused.
- C. Contractor shall use all reasonable means to divert construction and demolition waste from landfills and incinerators, and facilitate their salvage and recycle not limited to the following:
 - 1. Waste Management Plan development and implementation.
 - 2. Techniques to minimize waste generation.
 - 3. Sorting and separating of waste materials.
 - 4. Salvage of existing materials and items for reuse or resale.
 - 5. Recycling of materials that cannot be reused or sold.
- D. At a minimum the following waste categories shall be diverted from landfills:
 - 1. Soil.
 - 2. Inerts (eg, concrete, masonry and asphalt).
 - 3. Clean dimensional wood and palette wood.
 - 4. Green waste (biodegradable landscaping materials).
 - 5. Engineered wood products (plywood, particle board and I-joists, etc).
 - 6. Metal products (eg, steel, wire, beverage containers, copper, etc).
 - 7. Cardboard, paper and packaging.
 - 8. Bitumen roofing materials.
 - 9. Plastics (eg, ABS, PVC).
 - 10. Carpet and/or pad.
 - 11. Gypsum board.
 - 12. Insulation.
 - 13. Paint.
 - 14. Fluorescent lamps.

1.2 RELATED WORK

- A. Section 02 50 00, DEMOLITION.
- B. Section 01 00 00, GENERAL REQUIREMENTS.

1.3 QUALITY ASSURANCE

- A. Contractor shall practice efficient waste management when sizing, cutting and installing building products. Processes shall be employed to ensure the generation of as little waste as possible. Construction /Demolition waste includes products of the following:
1. Excess or unusable construction materials.
 2. Packaging used for construction products.
 3. Poor planning and/or layout.
 4. Construction error.
 5. Over ordering.
 6. Weather damage.
 7. Contamination.
 8. Mishandling.
 9. Breakage.
- B. Establish and maintain the management of non-hazardous building construction and demolition waste set forth herein. Conduct a site assessment to estimate the types of materials that will be generated by demolition and construction.
- C. Contractor shall develop and implement procedures to recycle construction and demolition waste to a minimum of 50 percent.
- D. Contractor shall be responsible for implementation of any special programs involving rebates or similar incentives related to recycling. Any revenues or savings obtained from salvage or recycling shall accrue to the contractor.
- E. Contractor shall provide all demolition, removal and legal disposal of materials. Contractor shall ensure that facilities used for recycling, reuse and disposal shall be permitted for the intended use to the extent required by local, state, federal regulations. The Whole Building Design Guide website <http://www.cwm.wbdg.org> provides a Construction Waste Management Database that contains information on companies that haul, collect, and process recyclable debris from construction projects.
- F. Contractor shall assign a specific area to facilitate separation of materials for reuse, salvage, recycling, and return. Such areas are to be kept neat and clean and clearly marked in order to avoid contamination or mixing of materials.
- G. Contractor shall provide on-site instructions and supervision of separation, handling, salvaging, recycling, reuse and return methods to be used by all parties during waste generating stages.
- H. Record on daily reports any problems in complying with laws, regulations and ordinances with corrective action taken.

1.4 TERMINOLOGY

- A. Class III Landfill: A landfill that accepts non-hazardous resources such as household, commercial and industrial waste resulting from construction, remodeling, repair and demolition operations.

- B. Clean: Untreated and unpainted; uncontaminated with adhesives, oils, solvents, mastics and like products.
- C. Construction and Demolition Waste: Includes all non-hazardous resources resulting from construction, remodeling, alterations, repair and demolition operations.
- D. Dismantle: The process of parting out a building in such a way as to preserve the usefulness of its materials and components.
- E. Disposal: Acceptance of solid wastes at a legally operating facility for the purpose of land filling (includes Class III landfills and inert fills).
- F. Inert Backfill Site: A location, other than inert fill or other disposal facility, to which inert materials are taken for the purpose of filling an excavation, shoring or other soil engineering operation.
- G. Inert Fill: A facility that can legally accept inert waste, such as asphalt and concrete exclusively for the purpose of disposal.
- H. Inert Solids/Inert Waste: Non-liquid solid resources including, but not limited to, soil and concrete that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives established by a regional water board, and does not contain significant quantities of decomposable solid resources.
- I. Mixed Debris: Loads that include commingled recyclable and non-recyclable materials generated at the construction site.
- J. Mixed Debris Recycling Facility: A solid resource processing facility that accepts loads of mixed construction and demolition debris for the purpose of recovering re-usable and recyclable materials and disposing non-recyclable materials.
- K. Permitted Waste Hauler: A company that holds a valid permit to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal.
- L. Recycling: The process of sorting, cleansing, treating, and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
 - 1. On-site Recycling – Materials that are sorted and processed on site for use in an altered state in the work, i.e. concrete crushed for use as a sub-base in paving.
 - 2. Off-site Recycling – Materials hauled to a location and used in an altered form in the manufacture of new products.
- M. Recycling Facility: An operation that can legally accept materials for the purpose of processing the materials into an altered form for the manufacture of new products. Depending on the types of materials accepted and operating procedures, a recycling facility may or may not be required to have a solid waste facilities permit or be regulated by the local enforcement agency.
- N. Reuse: Materials that are recovered for use in the same form, on-site or off-site.

- O. Return: To give back reusable items or unused products to vendors for credit.
- P. Salvage: To remove waste materials from the site for resale or re-use by a third party.
- Q. Source-Separated Materials: Materials that are sorted by type at the site for the purpose of reuse and recycling.
- R. Solid Waste: Materials that have been designated as non-recyclable and are discarded for the purposes of disposal.
- S. Transfer Station: A facility that can legally accept solid waste for the purpose of temporarily storing the materials for re-loading onto other trucks and transporting them to a landfill for disposal, or recovering some materials for re-use or recycling.

1.5 SUBMITTALS

- A. In accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, and SAMPLES, furnish the following:
- B. Prepare and submit to the Resident Engineer a written demolition debris management plan. The plan shall include, but not be limited to, the following information:
 - 1. Procedures to be used for debris management.
 - 2. Techniques to be used to minimize waste generation.
 - 3. Analysis of the estimated job site waste to be generated:
 - a. List of each material and quantity to be salvaged, reused, recycled.
 - b. List of each material and quantity proposed to be taken to a landfill.
 - 4. Detailed description of the Means/Methods to be used for material handling.
 - a. On site: Material separation, storage, protection where applicable.
 - b. Off site: Transportation means and destination. Include list of materials.
 - 1) Description of materials to be site-separated and self-hauled to designated facilities.
 - 2) Description of mixed materials to be collected by designated waste haulers and removed from the site.
 - c. The names and locations of mixed debris reuse and recycling facilities or sites.
 - d. The names and locations of trash disposal landfill facilities or sites.
 - e. Documentation that the facilities or sites are approved to receive the materials.
- C. Designated Manager responsible for instructing personnel, supervising, documenting and administer over meetings relevant to the Waste Management Plan.
- D. Monthly summary of construction and demolition debris diversion and disposal, quantifying all materials generated at the work site and disposed of or diverted from disposal through recycling.

1.6 APPLICABLE PUBLICATIONS

- A. Publications listed below form a part of this specification to the extent referenced. Publications are referenced by the basic designation only. In the event that criteria

requirements conflict, the most stringent requirements shall be met.

B. U.S. Green Building Council (USGBC):

LEED Green Building Rating System for New Construction

1.7 RECORDS

Maintain records to document the quantity of waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill or incineration. Records shall be kept in accordance with the LEED Reference Guide and LEED Template.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. List of each material and quantity to be salvaged, recycled, reused.
- B. List of each material and quantity proposed to be taken to a landfill.
- C. Material tracking data: Receiving parties, dates removed, transportation costs, weight tickets, tipping fees, manifests, invoices, net total costs or savings.

PART 3 - EXECUTION

3.1 COLLECTION

- A. Provide all necessary containers, bins and storage areas to facilitate effective waste management.
- B. Clearly identify containers, bins and storage areas so that recyclable materials are separated from trash and can be transported to respective recycling facility for processing.
- C. Hazardous wastes shall be separated, stored, disposed of according to local, state, federal regulations.

3.2 DISPOSAL

- A. Contractor shall be responsible for transporting and disposing of materials that cannot be delivered to a source-separated or mixed materials recycling facility to a transfer station or disposal facility that can accept the materials in accordance with state and federal regulations.
- B. Construction or demolition materials with no practical reuse or that cannot be salvaged or recycled shall be disposed of at a landfill or incinerator.

3.3 REPORT

- A. With each application for progress payment, submit a summary of construction and demolition debris diversion and disposal including beginning and ending dates of period covered.
- B. Quantify all materials diverted from landfill disposal through salvage or recycling during the period with the receiving parties, dates removed, transportation costs, weight

tickets, manifests, invoices. Include the net total costs or savings for each salvaged or recycled material.

- C. Quantify all materials disposed of during the period with the receiving parties, dates removed, transportation costs, weight tickets, tipping fees, manifests, invoices. Include the net total costs for each disposal.

PART 2 – PRODUCTS – NOT APPLICABLE

PART 3 – PRODUCTS – NOT APPLICABLE

END OF SECTION