

**SECTION 01 00 00**  
**GENERAL REQUIREMENTS**  
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**SECTION 01 00 00**  
**GENERAL REQUIREMENTS**

**1.1 GENERAL INTENTION**

- A. Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials and perform work for VA Erie Parking Garage as required by drawings and specifications.
- B. Visits to the site by Bidders may be made only by appointment with the Medical Center Engineering Officer.
- C. Offices of Westlake Reed Leskosky, 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 or his duly authorized representative.
- D. 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 restricted from unauthorized access.
- E. Prior to commencing work, general contractor shall provide proof that a OSHA certified "competent person" (CP) (29 CFR 1926.20(b)(2)) will maintain a presence at the work site whenever the general or subcontractors are present.
- F. Training:
  - 1. ALL employees of the General Contractor and Sub-Contractors to the General Contractor shall have the 10-hour OSHA certified construction safety course. The General Contractor's competent person shall have completed the 30-hour OSHA certified construction safety course.
  - 2. Documentation of training shall be submitted to the Contracting Officer for review and approval prior to any work being performed. There shall be no exceptions to this requirement.

**1.2 STATEMENT OF BID ITEM(S)**

- A. ITEM I, PARKING GARAGE: Work includes general construction, alterations, roads, walks, grading, drainage, mechanical and electrical work, utility systems, elevators, water storage facilities, necessary removal of existing structures and construction and certain other items.
- B. DEDUCT ALTERNATE NO.1: Landscaping.
  - 1. Deduct alternate removes trees and shrubs from site landscaping scope of work. Fine grading and seeding to remain in base scope.
- C. DEDUCT ALTERNATE NO. 2: Metal Panel System.

1. Deduct alternate removes aluminum composite metal panel system associated with Stair #1 feature wall and all canopy fascias. Deduct alternate includes cladding the Stair #1 feature wall with EIFS system and canopy fascias with DAFS system.
- E. DEDUCT ALTERNATE NO. 3: Canopy at Upper Level.
1. Deduct alternate removes South Canopy and portion of masonry wall at south parking garage entrance. Deduct includes structure, roof system and associated Mechanical, Electrical and Plumbing appurtenances.
- F. DEDUCT ALTERNATE NO. 4: Perforated Metal Panel System.
1. Deduct alternate removes aluminum tubes, structural connections to the parking garage, perforated aluminum panel and associated fasteners. Embed channels at slab edge and closure plates are to remain in base scope of work.
- G. DEDUCT ALTERNATE NO. 5: Site Demolition Work
1. Deduct alternate removes site, utility and building demolition work associated with the removal of existing buildings 2,3,10 and 10A.
- H. DEDUCT ALTERNATE NO. 6: Future Duct Banks
1. Deduct alternate removes the telecommunications ductbank, leaving the portion from the IT Room to 5 feet outside the Garage wall. If accepted the ductbank will be extended in a future contract.
- I. DEDUCT ALTERNATE NO. 7: MV Loop Duct Banks
1. Deduct alternate removes the medium voltage ductbank, from the manhole to the indicated termination. If accepted the ductbank will be provided in a future contract.
- J. DEDUCT ALTERNATE NO. 8: East Canopy
1. Delete portion of east canopy adjacent to Stair #1 and lower level entrance. Deduct alternate includes removal of roof system, supporting structure, fascia, soffit finish and associated appurtenances.
- K. DEDUCT ALTERNATE NO. 9: Elevator
1. Delete elevator cab, equipment, controls and associated appurtenances. Elevator shaft enclosure and elevator machine room, including roofs and walls, to remain in base bid scope. In lieu of Hoistway openings, provide stud frames shaft wall to match adjacent construction.
- L. DEDUCT ALTERNATE NO. 10: Stair #2 and Associated Canopy
1. Deduct Stair #2 in its entirety, including Roof, walls, steel structure, foundations and associated Mechanical, electrical and plumbing appurtenances.
- M. DEDUCT ALTERNATE NO. 11: West Parking Lot

1. Deduct paving, striping and lighting at west parking lot. In lieu of parking lot, provide stabilized sub-grade and seeding.

N. DEDUCT ALTERNATE NO. 12: South Parking Lot

1. Deduct alternate includes work associated with parking lot improvements at south parking lot, including associated utility work, demolition, paving and re-striping.

**1.3 SPECIFICATIONS AND DRAWINGS FOR CONTRACTOR**

- A. AFTER AWARD OF CONTRACT, one (1) set of specifications and drawings will be furnished.

**1.4 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 General Contractor is responsible for assuring that all sub-contractors working on the project and their employees also comply with these regulations.

B. Security Procedures:

1. All prime contractor personnel and subcontractor personnel will be required to obtain a Flash Badge (Day Pass) prior to reporting to the jobsite. Within ten (10) working days of personnel arriving at the work site, the General Contractor to whom award is made will be responsible for all personnel and subcontractor personnel completing the Background Investigation Request Worksheet and the VHA Service Center Contractor PIV Sponsorship Form and submitting it to the Personnel Security Officer at the Erie VA Medical Center. Badges will be issued to qualified personnel and must be worn and visible at all time while in VA property. The General Contractor will be responsible for completion of the VHA Security Center PIV Credentials Turn-In Inventory Report and forwarding it to the Contracting Officer at the end of the construction project. General Contractor is responsible for obtaining and turning in ALL badges.
2. General Contractor's employees shall not enter the project site without appropriate badge. They may also be subject to inspection of their personal effects when entering or leaving the project site.
3. For working outside the "regular hours" as defined in the contract, The General Contractor shall give 3 days notice to the Contracting Officer so that security arrangements can be provided for the employees. This notice is separate from any notices required for utility shutdown described later in this section.

4. No photography of VA premises is allowed without written permission of the Contracting Officer.
5. 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 Contracting Officer.

C. Key Control:

1. The General Contractor shall provide duplicate keys and lock combinations to the Contracting Officer's Representative (COR) for the purpose of security inspections of every area of project including tool boxes and parked machines and take any emergency action.
2. The General Contractor shall turn over all permanent lock cylinders to the VA locksmith for permanent installation. See Section 08 71 00, DOOR HARDWARE and coordinate.

D. Document Control:

1. Before starting any work, the General Contractor/Sub Contractors shall submit an electronic security memorandum 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. Certain documents, sketches, videos or photographs and drawings may be marked "Law Enforcement Sensitive" or "Sensitive Unclassified". Secure such information in separate containers and limit the access to only those who will need it for the project. Return the information to the Contracting Officer upon request.
4. These security documents shall not be removed or transmitted from the project site without the written approval of Contracting Officer.
5. All paper waste or electronic media such as CD's and diskettes shall be shredded and destroyed in a manner acceptable to the VA.
6. Notify Contracting Officer and Site Security Officer immediately when there is a loss or compromise of "sensitive information".
7. All electronic information shall be stored in specified location following VA standards and procedures using an Engineering Document Management Software (EDMS).
  - a. Security, access and maintenance of all project drawings, both scanned and electronic shall be performed and tracked through the EDMS system.

- b. "Sensitive information" including drawings and other documents may be attached to e-mail provided all VA encryption procedures are followed.

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.
2. All Contractor parking is to be off-site. Contractor cannot park on-site or on streets adjacent to the site.

**1.5 FIRE SAFETY**

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

1. American Society for Testing and Materials (ASTM):  
E84-2009.....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  
70-2011.....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 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 subcontractors 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, VAMC safety guidelines, means of egress, break areas, work hours, locations of restrooms, use of VAMC equipment, etc. Documentation shall be provided to the COR that individuals have undergone contractor's safety briefing.

- C. Site and Building Access: Maintain free and unobstructed access to facility 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 existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet).
- E. Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads. Minimize disruptions and coordinate with COR.
- F. Egress Routes for Construction Workers: Maintain free and unobstructed egress. Inspect daily. Report findings and corrective actions weekly to COR.
- G. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- H. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- I. Smoke Detectors: Prevent accidental operation. Remove temporary covers at end of work operations each day. Coordinate with COR.
- J. Hot Work: Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B. Coordinate with COR. Obtain permits from facility Safety Officer at least 48 hours in advance.
- K. Fire Hazard Prevention and Safety Inspections: Inspect entire construction areas weekly. Coordinate with, and report findings and corrective actions weekly to COR.
- L. Smoking: Smoking is prohibited in and adjacent to construction areas inside existing buildings and additions under construction. In separate and detached buildings under construction, smoking is prohibited except in designated smoking rest areas.
- M. Dispose of waste and debris in accordance with NFPA 241. Remove from buildings daily.
- N. Perform other construction, alteration and demolition operations in accordance with 29 CFR 1926.

#### **1.6 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 Contracting Officer. 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 sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the

Contracting Officer 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. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

- C. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. 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 determined by the COR.
- E. Execute work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of construction materials, debris, standing construction equipment and vehicles at all times.
- F. Execute work so as to interfere as little as possible with normal functioning of Medical Center as a whole, including operations of utility services, fire protection systems and any existing equipment, and with work being done by others. Use of equipment and tools that transmit vibrations and noises through the building structure, are not permitted in buildings that are occupied, during construction, jointly by patients or medical personnel, and Contractor's personnel, except as permitted by COR where required by limited working space.
1. Do not store materials and equipment in other than assigned areas.
- G. Phasing: To insure such executions, Contractor shall furnish the COR with a schedule of approximate phasing dates on which the Contractor intends to accomplish work in each specific area of site, building or portion thereof. In addition, Contractor shall notify the COR two weeks in advance of the proposed date of starting work in each specific area of site, building or portion thereof. Arrange such phasing dates to insure accomplishment of this work in successive phases mutually agreeable to Medical Center Director, COR and Contractor. Refer to Sequencing Drawings for proposed phasing.



- H. Work Under Separate Contracts: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- I. Construction Fence: Before construction operations begin, Contractor shall provide a chain link construction fence, 2.1m (seven feet) minimum height, around the construction area indicated on the drawings. 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 375mm (15 inches). Bottom of fences shall extend to 25mm (one inch) above grade. Remove the fence when directed by COR.
- J. When a building is turned over to Contractor, Contractor shall accept entire responsibility therefore.
1. Contractor shall maintain in operating condition existing fire protection and alarm equipment. In connection with fire alarm equipment, Contractor shall make arrangements for pre-inspection of site with Fire Department or Company (Department of Veterans Affairs or municipal) whichever will be required to respond to an alarm from Contractor's employee or watchman.
- I. Utilities Services: Maintain existing utility services for Medical Center at all times. Provide temporary facilities, labor, materials, equipment, connections, and utilities to assure uninterrupted services. Where necessary to cut existing water, steam, gases, 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.
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. 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 Medical Center Director's prior knowledge and written approval. Refer to specification Sections 26 05 11, REQUIREMENTS FOR ELECTRICAL INSTALLATIONS, 27 05 11 REQUIREMENTS FOR COMMUNICATIONS INSTALLATIONS and 28 05 11, REQUIREMENTS FOR ELECTRONIC SAFETY AND SECURITY INSTALLATIONS for additional requirements.

2. Contractor shall submit a request to interrupt any such services to COR, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.
  3. Contractor will be advised (in writing) of approval of request, or of which other date and/or time such interruption will cause least inconvenience to operations of Medical Center. Interruption time approved by Medical Center may occur at other than Contractor's normal working hours.
  4. Major interruptions of any system must be requested, in writing, at least 15 calendar days prior to the desired time and shall be performed as directed by the COR.
  5. In case of a contract construction emergency, service will be interrupted on approval of COR. Such approval will be confirmed in writing as soon as practical.
  6. 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 Government and not 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 sealed, capped or plugged. The lines shall not be capped in finished areas, but shall be removed and sealed, capped or plugged in ceilings, within furred spaces, in unfinished areas, or within walls or partitions; so that they are completely behind the finished surfaces.
- K. To minimize interference of construction activities with flow of Medical Center traffic, comply with the following:
1. Keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings 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 roads, walks and entrances must be approved by the COR.
- L. Coordinate the work for this contract with other construction operations as directed by COR. This includes the scheduling of traffic and the use of roadways, as specified in Article, USE OF ROADWAYS.

### 1.7 ALTERATIONS

- A. Survey: Before any work is started, the Contractor shall make a thorough survey with the COR areas of buildings in which alterations occur and areas which are anticipated routes of access, and furnish a report, signed by both, to the Contracting Officer. This report shall list by rooms and spaces:
1. Existing condition and types of resilient flooring, doors, windows, walls and other surfaces not required to be altered throughout affected areas of buildings.
  2. Shall note any discrepancies between drawings and existing conditions at site.
  3. Shall designate areas for working space, materials storage and routes of access to areas within buildings where alterations occur and which have been agreed upon by Contractor and COR.
- B. Any items required by drawings to be either reused or relocated or both, found during this survey to be nonexistent, or in opinion of COR, to be in such condition that their use is impossible or impractical, shall be furnished and/or replaced by Contractor with new items in accordance with specifications which will be furnished by 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 together shall make a thorough re-survey of the areas of buildings involved. They shall furnish a report on conditions then existing, of resilient flooring, doors, windows, walls and other 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 Contractor to such flooring and other surfaces, despite protection measures; and, will form basis for determining extent of repair work required of Contractor to restore damage caused by Contractor's workmen in executing work of this contract.
- D. Protection: Provide the following protective measures:
1. Wherever existing roof surfaces are disturbed they shall be protected against water infiltration. In case of leaks, they shall be repaired immediately upon discovery.
  2. 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.

3. Protection of interior of existing structures at all times, from damage, dust and weather inclemency. Wherever work is performed, floor surfaces that are to remain in place shall be adequately protected prior to starting work, and this protection shall be maintained intact until all work in the area is completed.

#### **1.8 INFECTION PREVENTION MEASURES**

- A. Implement the requirements of VAMC's Infection Control Risk Assessment (ICRA) team. ICRA Group may monitor dust in the vicinity of the construction work within the Medical Center and require the Contractor to take corrective action immediately if the safe levels are exceeded.
- B. Establish and maintain a dust control program as part of the contractor's infection preventive measures in accordance with the guidelines provided by ICRA Group. Prior to start of work, prepare a plan detailing project-specific dust protection measures, including periodic status reports, and submit to COR for review for compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.
  1. All personnel involved in the construction or renovation activity shall be educated and trained in infection prevention measures established by the medical center.
  2. Include measures to control dust throughout the site.
  3. Plan should also include all measure to control dust in the stairwell and elevator (Stair #1). Ductwork and equipment shall be sealed and cleaned prior to and after construction.
- C. In general, following preventive measures shall be adopted during construction to keep down dust and prevent mold.
  1. Dampen debris to keep down dust and provide temporary construction partitions in existing structures where directed by COR. Blank off ducts and diffusers to prevent circulation of dust into occupied areas during construction.

#### **1.9 DISPOSAL AND RETENTION**

- A. Materials and equipment accruing from work removed and from demolition of buildings or structures, or parts thereof, shall be disposed of as follows:
  1. Items not reserved shall become property of the Contractor and be removed by Contractor from Medical Center.
  2. PCB Transformers and Capacitors: The Contractor shall be responsible for disposal of the Polychlorinated Biphenyl (PCB) transformers and capacitors. The transformers and capacitors shall be taken out of service and handled 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 PCB transformers and capacitors 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 Contracting Officer who will annotate the contract file and transmit the Manifest to the Medical Center's Chief.

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

#### **1.10 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 only remove trees when specifically authorized to do so, and 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 Contracting Officer.

- 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 Contracting Officer 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.
- D. Refer to FAR clause 52.236-7, "Permits and Responsibilities," which is included in General Conditions. A National Pollutant Discharge Elimination System (NPDES) permit is required for this project. The Contractor is considered an "operator" under the permit and has extensive responsibility for compliance with permit requirements. VA will make the permit application available at the (appropriate medical center) office. The apparent low bidder, contractor and affected subcontractors shall furnish all information and certifications that are required to comply with the permit process and permit requirements. Many of the permit requirements will be satisfied by completing construction as shown and specified. Some requirements involve the Contractor's method of operations and operations planning and the Contractor is responsible for employing best management practices. The affected activities often include, but are not limited to the following:
- Designating areas for equipment maintenance and repair;
  - Providing waste receptacles at convenient locations and provide regular collection of wastes;
  - Locating equipment wash down areas on site, and provide appropriate control of wash-waters;
  - Providing protected storage areas for chemicals, paints, solvents, fertilizers, and other potentially toxic materials; and
  - Providing adequately maintained sanitary facilities.

**1.11 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. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the COR 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 (walls, ceilings, partitions, floors, mechanical and electrical 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 Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by 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 indicated on drawings and which are not scheduled for discontinuance or abandonment.
- D. Expense of repairs to such utilities and systems not shown on drawings 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).

#### **1.12 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 Professional Services Industries, Inc. (PSI).

#### **(FAR 52.236-4)**

- B. Subsurface conditions have been developed by core borings and test pits.
- C. A copy of the soil report is included in this Project Manual and shall be considered part of the contract documents.
- D. 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 explorations. Bidders are expected to examine site of work and logs of borings; and, after investigation, decide for themselves character of materials and make

their bids accordingly. Upon proper application to Department of Veterans Affairs, bidders will be permitted to make subsurface explorations of their own at site.

**1.13 PROFESSIONAL SURVEYING SERVICES**

- A. A registered professional land surveyor or registered civil engineer whose services are retained and paid for by the Contractor shall perform services specified herein and in other specification sections. The Contractor shall certify that the land surveyor or civil engineer is not one who is a regular employee of the Contractor, and that the land surveyor or civil engineer has no financial interest in this contract.

**1.14 LAYOUT OF WORK**

- A. The Contractor shall lay out the work from Government established base lines and bench marks, indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through Contractor's negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

**(FAR 52.236-17)**

- B. Establish and plainly mark center lines for each building and/or addition to each existing building, and such other lines and grades that are reasonably necessary to properly assure that location, orientation, and elevations established for each such structure and/or addition, are in accordance with lines and elevations shown on contract drawings.
- C. Following completion of general mass excavation and before any other permanent work is performed, establish and plainly mark (through use of appropriate batter boards or other means) sufficient additional survey control points or system of points as may be necessary to assure proper alignment, orientation, and grade of all major features of work. Survey shall include, but not be limited to, location of lines and grades of footings, exterior walls, center lines of columns in both directions, major utilities and elevations of floor slabs:
1. Such additional survey control points or system of points thus established shall be checked and certified by a registered land



surveyor or registered civil engineer. Furnish such certification to the COR before any work (such as footings, floor slabs, columns, walls, utilities and other major controlling features) is placed.

- D. During progress of work, and particularly as work progresses from floor to floor, Contractor shall have line grades and plumbness of all major form work checked and certified by a registered land surveyor or registered civil engineer as meeting requirements of contract drawings. Furnish such certification to the COR before any major items of concrete work are placed. In addition, Contractor shall also furnish to the COR certificates from a registered land surveyor or registered civil engineer that the following work is complete in every respect as required by contract drawings.

1. Lines of each building and/or addition.
2. Elevations of bottoms of footings and tops of floors of each building and/or addition.
3. Lines and elevations of sewers and of all outside distribution systems.
4. Lines of elevations of all swales and interment areas.
5. Lines and elevations of roads, streets and parking lots.

- E. Whenever changes from contract drawings are made in line or grading requiring certificates, record such changes on a reproducible drawing bearing the registered land surveyor or registered civil engineer seal, and forward these drawings upon completion of work to COR.

- F. The Contractor shall perform the surveying and layout work of this and other articles and specifications in accordance with the provisions of Article "Professional Surveying Services".

#### **1.15 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, to include all contract changes, modifications and clarifications.
- B. All variations shall be shown in the same general detail as used in the contract drawings. To insure compliance, as-built drawings shall be made available for the COR's review, as often as requested.
- C. Contractor shall deliver two approved completed sets of as-built drawings to the COR within 15 calendar days after each completed phase and after the acceptance of the project by the COR.
- D. Paragraphs A, B, & C shall also apply to all shop drawings.

#### **1.16 USE OF ROADWAYS**

- A. For hauling, use only established public roads and roads on Medical Center property and, when authorized by the COR, such temporary roads which are necessary in the performance of contract work. Temporary roads

shall be constructed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, they must be protected by well-constructed bridges.

- B. When new permanent roads are to be a part of this contract, Contractor may construct them immediately for use to facilitate building operations. These roads may be used by all who have business thereon within zone of building operations.
- C. When certain buildings (or parts of certain buildings) are required to be completed in advance of general date of completion, all roads leading thereto must be completed and available for use at time set for completion of such buildings or parts thereof.

#### **1.17 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. If the equipment is not installed and maintained in accordance with the following provisions, the COR 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, motor controllers 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.
- 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.

**1.18 TEMPORARY USE OF NEW ELEVATORS**

- A. The Contractor and his personnel shall be permitted use of new elevator(s) subject to the following provisions:
1. Contractor shall make arrangements with the COR for use of elevator(s). Contractor may obtain elevator(s) for exclusive use.
  2. Prior to the use of elevator(s), the Contractor shall have the elevator(s) inspected and accepted by an ASME accredited, certified elevator safety inspector. The acceptance report shall be submitted to the COR.
  3. Submit to the COR the schedule and procedures for maintaining equipment. Indicate the day or days of the week and total hours required for maintenance. A report shall be submitted to the COR monthly indicating the type of maintenance conducted, hours used, and any repairs made to the elevator(s).
  4. The Contractor shall be responsible for enforcing the maintenance procedures.
  5. During temporary use of elevator(s) all repairs, equipment replacement and cost of maintenance shall be the responsibility of the Contractor.
  6. Personnel for operating elevator(s) shall not be provided by the Department of Veterans Affairs.
  7. Contractor shall cover and provide maximum protection of the entire elevator(s) installation.
  8. The Contractor shall arrange for the elevator company to perform operation of the elevator(s) so that an ASME accredited, certified elevator safety inspector can evaluate the equipment. The Contractor shall be responsible for any costs of the elevator company.
  9. All elevator(s) parts worn or damaged during temporary use shall be removed and replaced with new parts. This shall be determined by an ASME accredited certified elevator safety inspector after temporary use and before acceptance by the Government. Submit report to the COR for approval.

10. Elevator shall be tested as required by the testing section of the elevator(s) specifications before acceptance by the Department of Veterans Affairs.

**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, 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 outlets and supplies, as specified in the contract. The amount to be paid by the Contractor for chargeable electrical services shall be the prevailing rates charged to the Government. The Contractor shall carefully conserve any utilities furnished without charge.
- B. The Contractor, at Contractor's expense and in a workmanlike manner satisfactory to the Contracting Officer, 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. Contractor shall install meters at Contractor's expense and furnish the Medical Center a monthly record of the Contractor's usage of electricity as hereinafter specified.
- D. Electricity (for Construction and Testing): Furnish all temporary electric services.
  1. Obtain electricity by connecting to the Medical Center 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. Electricity for all other uses is available at no cost to the Contractor.
- E. Water (for Construction and Testing): Furnish temporary water service.
  1. Obtain water by connecting to the Medical Center water distribution system. Provide reduced pressure backflow preventer at each connection. Water is available at no cost to the Contractor, except as noted below.

- a. Water used for site dust control is the responsibility of the Contractor.
2. Maintain connections, pipe, fittings and fixtures and conserve water-use so none is wasted. Failure to stop leakage or other wastes will be cause for revocation (at COR's discretion) of use of water from Medical Center's system.

**1.21 NEW TELEPHONE EQUIPMENT**

- A. The contractor shall coordinate with the work of installation of telephone equipment by others. This work shall be completed before the building is turned over to VA.

**1.22 TESTS**

- A. Pre-test mechanical and 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 Contracting Officer. Contractor shall furnish all labor, materials, equipment, instruments, and forms, to conduct and record such tests.
- C. Mechanical and electrical systems shall be balanced, controlled and coordinated. A system is defined as the entire complex which must be coordinated to work together during normal operation to produce results for which the system is designed. For example, air conditioning supply air is only one part of entire system which provides comfort conditions for a building. Other related components are return air, exhaust air, steam, chilled water, refrigerant, hot water, controls and electricity, etc. Another example of a complex which involves several components of different disciplines is a boiler installation. Efficient and acceptable boiler operation depends upon the coordination and proper operation of fuel, combustion air, controls, steam, feedwater, condensate and other related components.
- D. 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.
- E. 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.

### 1.23 INSTRUCTIONS

- A. Contractor shall furnish Maintenance and Operating manuals and verbal instructions when required by the various sections of the specifications and as hereinafter specified.
- B. Manuals: Maintenance and operating manuals (four copies each) for each separate piece of equipment shall be delivered to the COR coincidental with the delivery of the equipment to the job site. Manuals shall be complete, detailed guides for the maintenance and operation of equipment. They shall include complete information necessary for starting, adjusting, maintaining in continuous operation for long periods of time and dismantling and reassembling of the complete units and sub-assembly components. Manuals shall include an index covering all component parts clearly cross-referenced to diagrams and illustrations. Illustrations shall include "exploded" views showing and identifying each separate item. Emphasis shall be placed on the use of special tools and instruments. The function of each piece of equipment, component, accessory and control shall be clearly and thoroughly explained. All necessary precautions for the operation of the equipment and the reason for each precaution shall be clearly set forth. Manuals must reference the exact model, style and size of the piece of equipment and system being furnished. Manuals referencing equipment similar to but of a different model, style, and size than that furnished will not be accepted.
- C. Instructions: Contractor shall provide qualified, factory-trained manufacturers' representatives to give detailed instructions to assigned Department of Veterans Affairs personnel in the operation and complete maintenance for each piece of equipment. All such training will be at the job site. These requirements are more specifically detailed in the various technical sections. Instructions for different items of equipment that are component parts of a complete system, shall be given in an integrated, progressive manner. All instructors for every piece of component equipment in a system shall be available until instructions for all items included in the system have been completed. This is to assure proper instruction in the operation of inter-related systems. All instruction periods shall be at such times as scheduled by the COR and shall be considered concluded only when the COR is satisfied in regard to complete and thorough coverage. The Department of Veterans Affairs reserves the right to request the removal of, and substitution for, any instructor who, in the opinion of the COR, does not demonstrate sufficient qualifications in accordance with requirements for instructors above.

#### **1.24 CONSTRUCTION SIGN**

- A. Provide a Construction Sign where directed by the COR. All wood members shall be of framing lumber. Cover sign frame with 0.7 mm (24 gage) galvanized sheet steel nailed securely around edges and on all bearings. Provide three 100 by 100 mm (4 inch by 4 inch) posts (or equivalent round posts) set 1200 mm (four feet) into ground. Set bottom of sign level at 900 mm (three feet) above ground and secure to posts with through bolts. Make posts full height of sign. Brace posts with 50 x 100 mm (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.
- D. Detail Drawing of construction sign showing required legend and other characteristics of sign is attached hereto and made a part of this specification.

#### **1.25 SAFETY SIGN**

- A. Provide a Safety Sign where directed by COR. Face of sign shall be 19 mm (3/4 inch) thick exterior grade plywood. Provide two 100 mm by 100 mm (four by four inch) posts extending full height of sign and 900 mm (three feet) into ground. Set bottom of sign level at 1200 mm (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.
- D. Standard Detail Drawing of safety sign showing required legend and other characteristics of sign is attached hereto and is made a part of this specification.
- E. Post the number of accident free days on a daily basis.

#### **1.26 PRIVACY TRAINING**

- A. VA Privacy and Information Security Awareness Course must be completed by employees of all contractors and subcontractors assigned to the VA accounts prior to construction or delivery of service and/or onsite visit and annually thereafter.
  - 1. There are two (2) options a contractor or subcontractor can choose from to complete privacy training:
    - a. Complete VHA Privacy Policy Training electronically through EES at the following website:  
<https://www.ees-learning.net/librix/loginhtml.asp?v=librix>

- 1) After you have gained access to the site, follow procedures to register if you are new user, login using your username and password.
  - 2) Click "Available Courses" (left hand column).
  - 3) Enter FY11 in the "Keyword" from the Advanced Search section (center of page).
  - 4) Click "Search."
  - 5) Select VA Privacy and Information Security Awareness and Rules of Behavior FY 11.
  - 6) Print the training certificate at the end of the session or;
    - b. Review the text version of the training modules and complete the certificates found at the end of the training modules.
2. The Contractor shall provide the VA COR a copy of the completed training certificate(s).
- C. Maintain sign and remove it when directed by COR.
- D. Standard Detail Drawing Number SD10000-02 (Found on VA TIL) of safety sign showing required legend and other characteristics of sign is attached hereto and is made a part of this specification.
- E. Post the number of accident free days on a daily basis.

#### **1.27 CONTRACTOR MEETINGS**

- A. The General Contractor shall conduct meetings at weekly intervals at the Project site with the VA designated personnel. The Contractor will provide an update of all relevant aspects of the construction (i.e. submittals, Request for Information, change orders, etc) and any potential items that may affect the project schedule along with a two week look ahead for work that will be performed. All pertinent issues which may affect the established construction schedule are to be raised by the contractor with possible recommended solutions to maintain the schedule target dates. The Contractor is responsible for generating an agenda one (1) day prior to the meeting. The Contractor is also responsible for the recording and generation of the meeting minutes. Meeting minutes will be distributed by the contractor to all attendees within three (3) working days after the meeting is held.

#### **1.28 SUBMITTALS AND RFI'S**

- A. The Government has ten (10) working days to review and approve / disapprove Contractor required submittals or RFI's.

#### **1.29 COORDINATION DRAWINGS**

- A. The contractor is responsible for the submission of coordination drawings which overlay all the new and existing systems (fire protection, plumbing, HVAC, electrical, communications, etc) on one drawing, or set of drawings, per VAAR 852.236-80 Subcontracts and Work



Coordination Alternate 1. No work shall commence of the new systems until the Government has approved the coordination drawings.

**1.30 REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

A. As prescribed in Federal Acquisition Regulation (FAR) Part 42.1500, the Department of Veterans Affairs (VA) evaluates General Contractor past performance on all Contracts that exceed the thresholds outlined in FAR Part 42.15, and shares those evaluations with other Federal Government Contract Specialists and procurement officials. The FAR requires that the General Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement, VA uses an online database, the Contractor Performance Assessment Reporting System (CPARS) which is maintained by the Department of Defense. The CPARS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal Agencies. Each General Contractor whose Contract award is estimated to exceed the thresholds outlined in FAR 42.15 is required to provide to the Contracting Officer contact information for the Contractor's representative with their response to the solicitation. The Contractor is responsible to notify the Contracting Officer of any change to the Contractor's representative during the contract performance period. Contractor's representative contact information consists of a name and email address. The Government will register the contract within thirty days after contract award. For Contracts with a period of one year or less, the Contracting Officer will perform a single evaluation when the Contract is complete. For Contracts exceeding one year, the Contracting Officer will evaluate the General Contractor's performance annually. Interim reports will be filed each year until the last year of the Contract, when the final report will be completed. The report shall be assigned in CPARS to the General Contractor's designated representative for comment. The General Contractor representative will have 30 days to submit any comments and reassign the report to the VA Contracting Officer. Failure by the Contractor to respond within those thirty days will result in the Government's evaluation being placed on file in PPIRS without Contractor's comments.

**1.31 Security Badges/Background Investigations:** All prime contractor personnel and subcontractor personnel will be required to obtain a Flash Badge (Day Pass) prior to reporting to the jobsite. Within ten (10) business days of personnel arriving at the work site, the General Contractor to

whom award is made will be responsible for all personnel and subcontractor personnel completing the Background Investigation Request Worksheet and the VHA Service Center Contractor PIV Sponsorship Form and submitting it to the Personnel Security Officer at the Erie VA Medical Center. Badges will be issued to qualified personnel and must be worn and visible at all time while in VA property. The General Contractor will be responsible for completion of the VHA Security Center PIV Credentials Turn-In Inventory Report and forwarding it to the Contracting Officer at the end of the construction project. General Contractor is responsible for obtaining and turning in ALL badges.

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