

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.  VA786-14-Q-0216	2. TYPE OF SOLICITATION  <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  6/27/2014	PAGE OF PAGES  1 83
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			
4. CONTRACT NO.  CODE	5. REQUISITION/PURCHASE REQUEST NO.  PR 9204-00005	6. PROJECT NO.  NRM 920-14-2014		
7. ISSUED BY  Department of Veterans Affairs NCA Contracting Service  75 Barrett Heights Rd. Suite 309 Stafford VA 22556	43C1	8. ADDRESS OFFER TO  Department of Veterans Affairs NCA Contracting Service  75 Barrett Heights Rd. Suite 309 Stafford VA 22556		
9. FOR INFORMATION Email:	A. NAME  KENNETH DOUGHERTY	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)  <a href="mailto:kenneth.dougherty@va.gov">kenneth.dougherty@va.gov</a> (540) 658-7225		

#### SOLICITATION

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Shall furnish all labor, material, equipment, tools, transportation, and supervision to replace various sections of existing pedestrian sidewalk, cut and replace sections of rolled curb, install new expansion joints, and restore expansion joints as described herein at the Fort Sill National Cemetery, as required by drawings and specifications, and per applicable standards and requirements.

NAICS CODE: 238110 Size Standard: \$14 Million  
Magnitude of Construction: \$25,000 through \$100,000

Contractor shall begin performance within 30 calendar days  
and complete work within 60 calendar days after receiving  
the notice to proceed.

Pre-bid Site Visit: Contact Rick Guidry for site visit scheduling at 281-447-8686 (see page 11)

Submit all questions regarding this solicitation by: 7/14/2014 @ 3:00 pm EST to [kenneth.dougherty@va.gov](mailto:kenneth.dougherty@va.gov)

Requests for information will be addressed via email only.

Proposals Due to the Vendor Portal by 7/17/2014 @ 2:00 pm EST

This procurement is a 100% set-aside for Service Disabled Veteran Owned Small Business (SDVOSB)

VENDOR DUNS# \_\_\_\_\_  
VENDOR TAX ID# \_\_\_\_\_  
VENDOR POC: \_\_\_\_\_  
VENDOR PHONE: \_\_\_\_\_  
VENDOR EMAIL: \_\_\_\_\_

11. The Contractor shall begin performance within 30 calendar days and complete it within 60 calendar days after receiving  
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See 52.211-10.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many  
calendar days after award in Item 12B.)

☐ YES ☒ NO

12B. CALENDAR DAYS

15

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and one each copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_  
(hour) local time 2:00 PM EST 7/17/2014 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed  
envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be  
considered and will be rejected.

## OFFER(Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14)	
CODE	FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

## 19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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## AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) <input checked="" type="checkbox"/> 15 U.S.C. 657f(b)
26. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service  75 Barrett Heights Rd. Suite 309 Stafford VA 22556	CODE 43C1	27. PAYMENT WILL BE MADE BY Financial Services Center P.O. Box 149971 Austin TX 78714-9971 <a href="http://www.ob10.com/us/en/veterans-affairs/">http://www.ob10.com/us/en/veterans-affairs/</a> PHONE: 877-353-9791 FAX: 512-460-5540

## CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print) Kenneth M. Dougherty Contracting Officer	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	
		BY	

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SECTION B.1 - STATEMENT OF WORK

**SCOPE OF WORK**

**REPAIR SITE CONCRETE  
FORT SILL NATIONAL CEMETERY, ELGIN, OKLAHOMA 73538**

- A. The Contractor:** Shall furnish all labor, material, supplies, equipment, tools, transportation, and supervision to replace various sections of existing pedestrian sidewalk, cut and replace sections of rolled curb, install new expansion joints, and restore existing expansion joints as described herein at the Fort Sill National Cemetery, as required by drawings and specifications, and per applicable standards and requirements.
- B. The Work:** The Work shall include, but shall not be limited to the following (not necessarily in the order indicated):
1. Contractor shall demolish and remove: 1) a 10-foot wide, 97-foot long curved section of existing pedestrian pavement, with an inside radius of 20 feet, adjacent to the Podium Area wall; 2) a section of existing pedestrian pavement measuring approximately 100 square feet, bounded on two sides by expansion joints at the Columbarium plaza, including removal and reinstallation of a bench; and 3) a small section of combined curb and gutter and adjoining asphalt road, including necessary saw cutting. The thickness of the existing concrete pedestrian pavement is approximately 4 inches; the thickness of the existing gutter is 6 inches with a 4-inch mountable curb. Sections identified for removal shall be removed to the nearest existing expansion joint or saw cut at a location as identified by the COR.
  2. For the pedestrian pavement, remove up to 4 inches of base material (removal depth depending on existing pavement thickness) and recompact the subbase; for the asphalt road, remove up to 8 inches of base material and recompact the subbase. Haul away and dispose of all removed material at an approved off-site disposal location.
  3. Place and compact 4 to 8 inches of lime treated aggregate base material in preparation for the placement of new concrete or asphalt.
  4. Place 4000 psi concrete (4-inch minimum thickness) with 6" x 6" W 1.4 x W 1.4. Install expansion joints and control joints according to the scoring plan. Provide a finish surface on new concrete surfaces to match existing concrete, grade, finish patterns and per specifications.
  5. Install dowels 18" o.c. between existing and new concrete at all expansion joints; work includes drilling into existing concrete to receive dowels.
  6. Thoroughly clean, restore, and seal all existing elastomeric expansion joints, totaling approximately 180 feet, at the US flag pole and service medallion wall areas. Restoration shall include complete removal of existing sealant and replacement of existing mineral fiber joint filler material. The existing joint sealant shall be removed as much as possible including abrasion of the concrete substrate, cleaning the joint with compressed air and "two-cloth" method solvent cleaning. Any abrasion shall not substantially increase the width of the joint.
  7. Prepare concrete substrate and install new sealant per manufacturer's installation instructions and recommendations. The joint sealant shall be a multi-component polyurethane product conforming to ASTM C-920. The sealant shall be Grade P (pourable) for all flat, horizontal surfaces and Grade NS (non-sag) for the curb/gutter repair. The sealant shall be rated for traffic use and a minimum of Class 25.
  8. Haul away & dump debris and waste to an approved disposal site.
  9. Thoroughly clean up the work area at the end of each day's work, and at completion of the project. Leave premises clean and free of waste, scrap, used equipment, or other material intentionally or incidentally delivered to the site by Contractor or Contractor's personnel.
  10. **It is the Contractor's responsibility to make a site visit to obtain all measurements and**

## **SCOPE OF WORK**

### **REPAIR SITE CONCRETE FORT SILL NATIONAL CEMETERY, ELGIN, OKLAHOMA 73538**

**quantities of the existing pavement areas requiring repairs in this contract before remitting his/her bid/cost proposal. No separate payment for this work will be made; the cost shall be included in the Contractor's cost proposal.**

#### **C. General Conditions:**

1. Remove, cut, alter, replace, patch and repair existing work as necessary to install new work. 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.
2. Thoroughly clean up the work area at the end of each day's work, and at completion of the project. Leave premises clean and free of waste, scrap, used equipment, or other material intentionally or incidentally delivered to the site by Contractor or Contractor's personnel.
3. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site not to be removed and 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.
4. 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.
5. All utilities required for the continuous operation of all existing facilities shall be maintained in service at all times except when disruptions are needed. The contractor shall inform the Cemetery Director and the Contracting Officer (CO) in writing for such disruptions and obtain approval from the CO in writing at least 2 weeks prior to such need. When option exists, implement options to minimize interruption of services to the facilities.
6. The Contractor shall coordinate with the Cemetery Director for parking, material storage, temporary portable restroom facilities, and any other needs for the work. Public access to the National Cemetery shall not be impaired.
7. The Contractor shall assume sole responsibility for safety of all persons on or about the construction site, in accordance with applicable laws and codes. Guard all materials in

## **SCOPE OF WORK**

### **REPAIR SITE CONCRETE FORT SILL NATIONAL CEMETERY, ELGIN, OKLAHOMA 73538**

accordance with the safety provisions according to OSHA and Associated General Contractors of America (AGC).

#### **D. Standards of Employee Conduct:**

1. The National Cemetery Administration honors veterans with a final resting place and lasting memorials that commemorate their service to our Nation. National Cemeteries are national shrines. The standards of work, appearance, and procedures performed by the contractor at this cemetery shall reflect this nations concern for those interred there. Due to the sensitive mission of the cemetery, contractor personnel must exercise and exhibit absolute decorum, composure, and stability at all times.
2. Contractor personnel shall be required to adhere to the following standards of dress and conduct, as briefly mentioned here, while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Part 1, Chapter 9, Section 5901.
3. Clothing shall be presentable and suitable to the work while maintaining proper appearance and decorum indicative for a National Shrine. Uniform shirts and hats are preferred. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.
4. Behavior and language must be appropriate, reverent, and respectful at all times.
5. Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.
6. Use of intoxicating beverages, any tobacco products, and illegal drugs on the Cemetery premises is strictly prohibited.
7. Contractor personnel shall not lean, sit, or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.
8. The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor is expected to remove any employees from the Cemetery for cause, to include, but not limited to, safety violations, other misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government. If the Contractor fails to act in this regard, or the reason for a removal is immediately required to protect the interests of the Government, the COR may direct the removal of an employee from the premises. Contractor objections to any such action will be referred to the Contracting Officer (CO) for final resolution; however, the Contractor will first immediately comply with COR direction pending any CO final resolution at a later time or date. The Contractor will not be due any type of compensation for their costs incurred as a result of an employee being removed for cause; unless the removal is directed by the COR, and is later found invalid and/or unreasonable by the Contracting Officer.

## **SCOPE OF WORK**

### **REPAIR SITE CONCRETE FORT SILL NATIONAL CEMETERY, ELGIN, OKLAHOMA 73538**

- E. Time of Completion: The project shall be completed (not including irrigation burn-in) within 60 calendar days after contract Notice to Proceed. Work outside of the Cemetery's normal operating hours of 8 am to 4:30 pm shall be permitted only by approval of the COR and only in order to meet the Period of Performance.
- F. Code Compliance: All work shall be performed in accordance with the specifications. It shall be the Contractor's responsibility to comply with all the applicable local, state and federal laws and regulations. The Contractor shall apply and obtain all applicable permits to comply with local, State and Federal regulations and requirements. The Contractor shall remove and dispose of all waste materials and construction debris and comply with all applicable local, State and Federal regulations and requirements. All waste materials and debris specified shall be removed from the Cemetery grounds by the Contractor at its own expenses, including all applicable permits and fees.
- G. Contractor Quality Control:
1. The Contractor shall guarantee that all work done under this contract shall be free from defaults and no faulty materials or workmanship with one (1) year warranty or extended manufacturer's warranty. The Contractor hereby agrees to repair or replace deficiencies within the specified time frame by the direction of the CO at Contractor's own expense and shall be corrected to the satisfaction of the Government.
  2. The Contractor shall provide a Job Site Superintendent who speaks and writes fluent English on site, and at all times when Contractor personnel are on the premises. The Job Site Superintendent will: a) review and approve submittals, b) inspect the quality of work performed, and c) certify the completed work for payment and other purposes.
- H. Availability/Constraints of Site: See attached Specifications and *"Fort Sill National Cemetery - Additional Information and Requirements."*
- I. Submittals After Award: Submit samples, cut sheets, and shop drawings to the COR for review and approval.
- J. Plans/details: see Attachment A  
L-101, Site Plan;  
L-102, Demolition Plan;  
L-103, Paving Plans (4);  
L-104, Paving Plan (1);  
L-201, Details and Sections
- K. POC: The Contracting Officer's Technical Representative (COR) for this project is: Rick Guidry.
- L. Project completion: The project site shall be protected and/or restored to a condition equal to that existing prior to the commencement of work. Upon completion of contract, deliver work complete and undamaged. Existing work (lawns, paving, roads, walks, etc.) disturbed or removed as a result



**SCOPE OF WORK**

**REPAIR SITE CONCRETE**

**FORT SILL NATIONAL CEMETERY, ELGIN, OKLAHOMA 73538**

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

**END OF SCOPE OF WORK**

SECTION B.2 -TECHNICAL SPECIFICATIONS

09-10

**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 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 reuse and recycle new materials 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.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. Prepare and submit to the COTR 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.
- B. Designated Manager responsible for instructing personnel, supervising, documenting and administer over meetings relevant to the Waste Management Plan.
- C. 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. 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.

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**SECTION 07 92 00**  
**JOINT SEALANTS**

**PART 1 - GENERAL**

**1.1 DESCRIPTION:**

Section covers all sealant and caulking materials and their application, wherever required for complete installation of building materials or systems.

**1.2 RELATED WORK:**

- A. Sealing of site work concrete paving: Section 32 05 23, CEMENT AND CONCRETE FOR EXTERIOR IMPROVEMENTS.

**1.3 QUALITY CONTROL:**

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Product Testing: Obtain test results from a qualified testing agency based on testing current sealant formulations within a 12-month period.
  - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021.
  - 2. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C920, and where applicable, to other standard test methods.
  - 3. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.
- D. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to joint substrates in accordance with sealant manufacturer's recommendations:
  - 1. Locate test joints as directed by Contracting Officer.
  - 2. Conduct field tests for each application indicated below:
    - a. Each type of elastomeric sealant and joint substrate indicated.
    - b. Each type of non-elastomeric sealant and joint substrate indicated.
- E. VOC: Acrylic latex and Silicon sealants shall have less than 50g/l VOC content.



#### **1.4 SUBMITTALS:**

- A. Submit in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.
- B. Manufacturer's installation instructions for each product used.
- C. Cured samples of exposed sealants for each color where required to match adjacent material.
- D. Manufacturer's Literature and Data:
  - 1. Caulking compound
  - 2. Primers
  - 3. Sealing compound, each type, including compatibility when different sealants are in contact with each other.

#### **1.5 PROJECT CONDITIONS:**

- A. Environmental Limitations:
  - 1. Do not proceed with installation of joint sealants under following conditions:
    - a. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 4.4 °C (40 °F).
    - b. When joint substrates are wet.
- B. Joint-Width Conditions:
  - 1. Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions:
  - 1. Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

#### **1.6 DELIVERY, HANDLING, AND STORAGE:**

- A. Deliver materials in manufacturers' original unopened containers, with brand names, date of manufacture, shelf life, and material designation clearly marked thereon.
- B. Carefully handle and store to prevent inclusion of foreign materials.
- C. Do not subject to sustained temperatures exceeding 32° C (90° F) or less than 5° C (40° F).

#### **1.7 DEFINITIONS:**

- A. Definitions of terms in accordance with ASTM C717 and as specified.
- B. Back-up Rod: A type of sealant backing.

- C. Bond Breakers: A type of sealant backing.
- D. Filler: A sealant backing used behind a back-up rod.

**1.8 WARRANTY:**

- A. Warranty exterior sealing against leaks, adhesion, and cohesive failure, and subject to terms of "Warranty of Construction", FAR clause 52.246-21, except that warranty period shall be extended to two years.
- B. General Warranty: Special warranty specified in this Article shall not deprive Government of other rights Government may have under other provisions of Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of Contract Documents.

**1.9 APPLICABLE PUBLICATIONS:**

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.
- B. American Society for Testing and Materials (ASTM):
  - C509-06.....Elastomeric Cellular Preformed Gasket and Sealing Material.
  - C612-10.....Mineral Fiber Block and Board Thermal Insulation.
  - C717-10.....Standard Terminology of Building Seals and Sealants.
  - C834-10.....Latex Sealants.
  - C919-08.....Use of Sealants in Acoustical Applications.
  - C920-10.....Elastomeric Joint Sealants.
  - C1021-08.....Laboratories Engaged in Testing of Building Sealants.
  - C1193-09.....Standard Guide for Use of Joint Sealants.
  - C1330-02 (R2007).....Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
  - D1056-07.....Specification for Flexible Cellular Materials-Sponge or Expanded Rubber.
  - E84-09.....Surface Burning Characteristics of Building Materials.
- C. Sealant, Waterproofing and Restoration Institute (SWRI).
  - The Professionals' Guide

## **PART 2 - PRODUCTS**

### **2.1 SEALANTS:**

1. ASTM C920 polyurethane.
2. Type M - Multicomponent (two-part).
3. Class 25, minimum
4. Grade P - Pourable: for horizontal surfaces  
Grade NS - Non-sag: for traffic joints in sloping surfaces
5. Use T - Traffic (pedestrian or vehicular)

### **2.2 COLOR:**

- A. Sealants used with unpainted concrete shall match color of adjacent concrete.

### **2.3 JOINT SEALANT BACKING:**

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
  1. Type C: Closed-cell material with a surface skin.
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 32° C (minus 26° F). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

### **2.4 FILLER:**

- A. Mineral fiber board: ASTM C612, Class 1.
- B. Thickness same as joint width.
- C. Depth to fill void completely behind back-up rod.

### **2.5 PRIMER:**

- A. As recommended by manufacturer of sealant material.
- B. Stain free type.

## **2.6 CLEANERS-NON POUROUS SURFACES:**

Chemical cleaners acceptable to manufacturer of sealants and sealant backing material, free of oily residues and other substances capable of staining or harming joint substrates and adjacent non-porous surfaces and formulated to promote adhesion of sealant and substrates.

## **PART 3 - EXECUTION**

### **3.1 INSPECTION:**

- A. Inspect substrate surface for bond breaker contamination and unsound materials at adherent faces of sealant.
- B. Coordinate for repair and resolution of unsound substrate materials.
- C. Inspect for uniform joint widths and that dimensions are within tolerance established by sealant manufacturer.

### **3.2 PREPARATIONS:**

- A. Prepare joints in accordance with manufacturer's instructions and SWRI.
- B. Clean surfaces of joint to receive caulking or sealants leaving joint dry to the touch, free from frost, moisture, grease, oil, wax, lacquer paint, or other foreign matter that would tend to destroy or impair adhesion.
  - 1. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants.
  - 2. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include the following:
    - a. Concrete.
    - b. Masonry.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
    - a. Metal.
    - b. Glass.
    - c. Porcelain enamel.
    - d. Glazed surfaces of ceramic tile.
- C. Do not cut or damage joint edges.
- D. Apply masking tape to face of surfaces adjacent to joints before applying primers, caulking, or sealing compounds.

1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- E. Apply primer to sides of joints wherever required by compound manufacturer's printed instructions.
1. Apply primer prior to installation of back-up rod or bond breaker tape.
  2. Use brush or other approved means that will reach all parts of joints.
- F. Take all necessary steps to prevent three sided adhesion of sealants.

### **3.3 BACKING INSTALLATION:**

- A. Install back-up material, to form joints enclosed on three sides as required for specified depth of sealant.
- B. Where deep joints occur, install filler to fill space behind the back-up rod and position the rod at proper depth.
- C. Cut fillers installed by others to proper depth for installation of back-up rod and sealants.
- D. Install back-up rod, without puncturing the material, to a uniform depth, within plus or minus 3 mm (1/8 inch) for sealant depths specified.
- E. Where space for back-up rod does not exist, install bond breaker tape strip at bottom (or back) of joint so sealant bonds only to two opposing surfaces.
- F. Take all necessary steps to prevent three sided adhesion of sealants.

### **3.4 SEALANT DEPTHS AND GEOMETRY:**

- A. At widths up to 6 mm (1/4 inch), sealant depth equal to width.
- B. At widths over 6 mm (1/4 inch), sealant depth 1/2 of width up to 13 mm (1/2 inch) maximum depth at center of joint with sealant thickness at center of joint approximately 1/2 of depth at adhesion surface.

### **3.5 INSTALLATION:**

- A. General:
  1. Apply sealants only when ambient temperature is between 5° C and 38° C (40° and 100° F).
  2. Do not use polysulfide base sealants where sealant may be exposed to fumes from bituminous materials, or where water vapor in continuous contact with cementitious materials may be present.

3. Do not use sealant type listed by manufacture as not suitable for use in locations specified.
  4. Apply sealing compound in accordance with manufacturer's printed instructions.
  5. Avoid dropping or smearing compound on adjacent surfaces.
  6. Fill joints solidly with compound and finish compound smooth.
  7. Tool joints to concave surface unless shown or specified otherwise.
  8. Finish paving or floor joints flush unless joint is otherwise detailed.
  9. Apply compounds with nozzle size to fit joint width.
  10. Test sealants for compatibility with each other and substrate. Use only compatible sealant.
- B. For application of sealants, follow requirements of ASTM C1193 unless specified otherwise.

### **3.6 FIELD QUALITY CONTROL:**

- A. Field-Adhesion Testing: Field-test joint-sealant adhesion to joint substrates as recommended by sealant manufacturer:
1. Extent of Testing: Test completed elastomeric sealant joints as follows:
    - a. Perform 10 tests for first 300 m (1000 feet) of joint length for each type of elastomeric sealant and joint substrate.
    - b. Perform one test for each 300 m (1000 feet) of joint length thereafter.
- B. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field adhesion test log.
- C. Inspect tested joints and report on following:
1. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate.
  2. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
  3. Whether sealants filled joint cavities and are free from voids.
  4. Whether sealant dimensions and configurations comply with specified requirements.
- D. Repair sealants pulled from test area by applying new sealants following same procedures used to originally seal joints. Ensure that

original sealant surfaces are clean and new sealant contacts original sealant.

- E. Evaluation of Field-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements, will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

### **3.7 CLEANING:**

- A. Fresh compound accidentally smeared on adjoining surfaces: Scrape off immediately and rub clean with a solvent as recommended by the sealant manufacturer.
- B. After filling and finishing joints, remove masking tape.
- C. Leave adjacent surfaces in a clean and unstained condition.

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**SECTION 31 20 11**  
**EARTH MOVING (SHORT FORM)**

**PART 1 - GENERAL**

**1.1: DESCRIPTION:**

This section specifies the requirements for furnishing all equipment, materials, labor and techniques for earthwork including excavation, fill, backfill and site restoration utilizing fertilizer, seed and/or sod.

**1.2 DEFINITIONS:**

**A. Unsuitable Materials:**

1. Fills: Topsoil, frozen materials; construction materials and materials subject to decomposition; clods of clay and stones larger than 75 mm (3 inches); organic materials, including silts, which are unstable; and inorganic materials, including silts, too wet to be stable.
2. Existing Subgrade (except footings): Same materials as above paragraph, that are not capable of direct support of slabs, pavement, and similar items, with the possible exception of improvement by compaction, proofrolling, or similar methods of improvement.
3. Existing Subgrade (footings only): Same as Paragraph 1, but no fill or backfill.

**B. Earthwork:** Earthwork operations required within the new construction area. It also includes earthwork required for auxiliary structures and buildings and sewer and other trenchwork throughout the job site.

**C. Degree of Compaction:** Degree of compaction is expressed as a percentage of maximum density obtained by the test procedure presented in AASHTO T99 Method A.

**D. The term fill means fill or backfill as appropriate.**

**1.3 RELATED WORK:**

- A. Safety Requirements:** Section 00 72 00, GENERAL CONDITIONS, Article, ACCIDENT PREVENTION.
- B. Protection of existing utilities, fire protection services, existing equipment, roads, and pavements:** Section 01 00 00, GENERAL REQUIREMENTS.

**1.4 CLASSIFICATION OF EXCAVATION:**

- A. Unclassified Excavation:** Removal and disposal of pavements and other man-made obstructions visible on the surface; utilities, and other items including underground structures indicated to be demolished and removed; together with any type of materials regardless of character of material and obstructions encountered.



- B. Classified Excavation: Removal and disposal of all material not defined as rock.
- C. Rock Excavation:
  - 1. Solid ledge rock (igneous, metamorphic, and sedimentary rock).
  - 2. Bedded or conglomerate deposits so cemented as to present characteristics of solid rock which cannot be excavated without blasting; or the use of a modern power excavator (shovel, backhoe, or similar power excavators) of no less than 0.75 m<sup>3</sup> (1 cubic yard) capacity, properly used, having adequate power and in good running condition.
  - 3. Boulders or other detached stones each having a volume of 0.4 m<sup>3</sup> (1/2 cubic yard) or more.

#### 1.5 APPLICABLE PUBLICATIONS:

- A. Publications listed below form a part of this specification to the extent referenced. Publications are referenced in the text by the basic designation only.
- B. American Nursery and Landscape Association (ANLA):  
2004.....American Standard for Nursery Stock
- C. American Association of State Highway and Transportation Officials (AASHTO):  
T99-01 (R2004).....Moisture-Density Relations of Soils Using a 2.5 kg (5.5 lb) Rammer and a 305 mm (12 inch) Drop  
T180-01 (2004).....Moisture-Density Relations of Soils Using a 4.54-kg [10 lb] Rammer and a 457 mm (18 inch) Drop
- D. American Society for Testing and Materials (ASTM):  
D698-07.....Laboratory Compaction Characteristics of Soil Using Standard Effort  
D1557-02.....Laboratory Compaction Characteristics of Soil Using Modified Effort
- E. Standard Specifications of (Insert name of local state) State Department of Transportation, latest revision.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS:

- A. Fills: Materials approved from on site and off site sources having a minimum dry density of 1760 kg/m<sup>3</sup> (110 pcf), a maximum Plasticity Index of 6, and a maximum Liquid Limit of 30.
- B. Granular Fill:
  - 1. Under concrete slab, crushed stone or gravel graded from 25 mm (1 inch) to 4.75 mm (No. 4).

- C. Sod: Comparable species with existing turf. Use State Certified or State Approved sod when available. Deliver sod to site immediately after cutting and in a moist condition. Thickness of cut must be 19 mm to 32 mm (3/4 inch to 1 1/4 inches) excluding top growth. There shall be no broken pads and torn or uneven ends.

### **PART 3 - EXECUTION**

#### **3.1 SITE PREPARATION:**

- A. Clearing: Clearing within the limits of earthwork operations as described or designated by the COTR. Work includes removal of paving, debris, trash and any other obstructions. Remove materials from the Cemetery Property.
- B. Disposal: All materials removed from the property shall be disposed of at a legally approved site, for the specific materials, and all removals shall be in accordance with all applicable Federal, State and local regulations. No burning of materials is permitted onsite.
- C. Finished elevation of subgrade shall be as follows:
1. Pavement Areas - bottom of the pavement or base course as applicable.

#### **3.2 FILLING AND BACKFILLING:**

- A. General: Do not fill or backfill until all debris, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from the excavation. Proof-roll exposed subgrades with a fully loaded dump truck.
- B. Compaction: Use approved equipment (hand or mechanical) well suited to the type of material being compacted. Do not operate mechanized vibratory compaction equipment within 3000 mm (10 feet) of new or existing building walls without the prior approval of the COTR. Moisten or aerate material as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used. Compact each layer until there is no evidence of further compaction to not less than 95 percent of the maximum density determined in accordance with the following test method AASHTO T99 Method A.

#### **3.3 GRADING:**

- A. General: Uniformly grade the areas within the limits of this section, including adjacent transition areas. Smooth the finished surface within specified tolerance. Provide uniform levels or slopes between points where elevations are indicated, or between such points and existing finished grades. Provide a smooth transition between abrupt changes in slope.

- B. Place crushed stone or gravel fill under concrete slabs on grade tamped and leveled. The thickness of the fill shall be 150 mm (6 inches), unless otherwise indicated.
- C. Finish subgrade in a condition acceptable to the COTR at least one day in advance of the paving operations. Maintain finished subgrade in a smooth and compacted condition until the succeeding operation has been accomplished. Scarify, compact, and grade the subgrade prior to further construction when approved compacted subgrade is disturbed by contractor's subsequent operations or adverse weather.

#### **3.4 DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL:**

- A. Disposal: Transport surplus satisfactory soil to designated storage areas on Cemetery property. Stockpile or spread soil as directed by COTR.
  - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Cemetery property.
- B. Place excess excavated materials suitable for fill and/or backfill on site where directed.
- C. Remove from site and dispose of any excess excavated materials after all fill and backfill operations have been completed.

#### **3.5 CLEAN-UP:**

Upon completion of earthwork operations, clean areas within contract limits, remove tools, and equipment. Provide site clear, clean, free of debris, and suitable for subsequent construction operations. Remove debris, rubbish, and excess material from the Cemetery Property.

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**SECTION 32 05 23**  
**CEMENT AND CONCRETE FOR EXTERIOR IMPROVEMENTS**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. This section shall cover site work concrete constructed upon the prepared subgrade and in conformance with the lines, grades, thickness, and cross sections shown. Construction shall include the following:
- B. Pedestrian Pavement: Walks, grade slabs.

**1.2 RELATED WORK**

- B. Subgrade Preparation: Section 31 20 11, EARTH MOVING.

**1.3 DESIGN REQUIREMENTS**

Design all elements with the latest published version of applicable codes.

**1.4 WEATHER LIMITATIONS**

Placement of concrete shall be as specified:

**A. HOT WEATHER:**

Follow the recommendations of ACI 305 or as specified to prevent problems in the manufacturing, placing, and curing of concrete that can adversely affect the properties and serviceability of the hardened concrete. Methods proposed for cooling materials and arrangements for protecting concrete shall be made in advance of concrete placement and approved by COTR.

**B. COLD WEATHER:**

Follow the recommendations of ACI 306 or as specified to prevent freezing of concrete and to permit concrete to gain strength properly. Use only the specified non-corrosive, non-chloride accelerator. Do not use calcium chloride, thiocyanates or admixtures containing more than 0.05 percent chloride ions. Methods proposed for heating materials and arrangements for protecting concrete shall be made in advance of concrete placement and approved by COTR.

**1.5 SUBMITTALS**

- A. Submit Manufacturers' Certificates and Data certifying that the following materials conform to the requirements specified.
  - 1. Expansion joint filler
  - 2. Reinforcement

**1.6 APPLICABLE PUBLICATIONS**

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the

basic designation only. Refer to the latest edition of all referenced Standards and codes.

B. American Association of State Highway and Transportation Officials (AASHTO):

- M031MM031-07-UL.....Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement (ASTM A615/A615M-09)
- M055MM055-09-UL.....Steel Welded Wire Reinforcement, Plain, for Concrete (ASTM A185)
- M147-65-UL.....Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses (R 2004)
- M148-05-UL.....Liquid Membrane-Forming Compounds for Curing Concrete (ASTM C309)
- M171-05-UL.....Sheet Materials for Curing Concrete (ASTM C171)
- M182-05-UL.....Burlap Cloth Made from Jute or Kenaf and Cotton Mats
- M213-01-UL.....Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Type) (ASTM D1751)
- M233-86-UL.....Boiled Linseed Oil Mixer for Treatment of Portland Cement Concrete
- T099-09-UL.....Moisture-Density Relations of Soils Using a 2.5 kg. (5.5 lb) Rammer and a 305 mm (12 in.) Drop
- T180-09-UL.....Moisture-Density Relations of Soils Using a 4.54 kg (10 lb.) Rammer and a 457 mm (18 in.) Drop

C. American Society for Testing and Materials (ASTM):

- C94/C94M-09.....Ready-Mixed Concrete
- C143/C143M-09.....Slump of Hydraulic Cement Concrete

**PART 2 - PRODUCTS**

**2.1 GENERAL**

Concrete shall be Type C, air-entrained, with the following exceptions:

TYPE	MAXIMUM SLUMP*
Pedestrian Pavement	75 mm (3")
Vehicular Pavement	50 mm (2") (Machine Finished) 100 mm (4") (Hand Finished)
* For concrete to be vibrated: Slump as determined by ASTM C143. Tolerances as established by ASTM C94.	

## **2.2 REINFORCEMENT**

- A. The type, amount, and locations of steel reinforcement shall be as shown on the drawings and in the specifications.
- B. Welded wire-fabric shall conform to AASHTO M55.
- C. Dowels shall be plain steel bars conforming to AASHTO M31. Tie bars shall be deformed steel bars conforming to AASHTO M31.

## **2.3 FORMS**

- A. Use metal or wood forms that are straight and suitable in cross-section, depth, and strength to resist springing during depositing and consolidating the concrete, for the work involved.
- B. Do not use forms if they vary from a straight line more than 3 mm (1/8 inch) in any 3000 mm (ten foot) long section, in either a horizontal or vertical direction.
- C. Wood forms should be at least 50 mm (2 inches) thick (nominal). Wood forms shall also be free from warp, twist, loose knots, splits, or other defects. Use approved flexible or curved forms for forming radii.

## **2.4 CONCRETE CURING MATERIALS**

- A. Concrete curing materials shall conform to one of the following:
  - 1. Burlap conforming to AASHTO M182 having a weight of 233 grams (seven ounces) or more per square meter (yard) when dry.
  - 2. Impervious Sheeting conforming to AASHTO M171.

## **2.5 EXPANSION JOINT FILLERS**

Material shall conform to AASHTO M213.

## **PART 3 - EXECUTION**

### **3.1 SUBGRADE PREPARATION**

- A. Prepare, construct, and finish the subgrade as specified in Section 31 20 11, EARTH MOVING.
- B. Maintain the subgrade in a smooth, compacted condition, in conformance with the required section and established grade until the succeeding operation has been accomplished.

### **3.2 SETTING FORMS**

- A. Base Support:
  - 1. Compact the base material under the forms true to grade so that, when set, they will be uniformly supported for their entire length at the grade as shown.
  - 2. Correct imperfections or variations in the base material grade by cutting or filling and compacting.
- B. Form Setting:

1. Set forms sufficiently in advance of the placing of the concrete to permit the performance and approval of all operations required with and adjacent to the form lines.
2. Set forms to true line and grade and use stakes, clamps, spreaders, and braces to hold them rigidly in place so that the forms and joints are free from play or movement in any direction.
3. Forms shall conform to line and grade with an allowable tolerance of 3 mm (1/8 inch) when checked with a straightedge and shall not deviate from true line by more than 6 mm (1/4 inch) at any point.
4. Do not remove forms until removal will not result in damaged concrete or at such time to facilitate finishing.
5. Clean and oil forms each time they are used.

### **3.3 EQUIPMENT**

- A. The COTR shall approve equipment and tools necessary for handling materials and performing all parts of the work prior to commencement of work.
- B. Maintain equipment and tools in satisfactory working condition at all times.

### **3.4 PLACING REINFORCEMENT**

- A. Reinforcement shall be free from dirt, oil, rust, scale or other substances that prevent the bonding of the concrete to the reinforcement.
- B. Before the concrete is placed, the COTR shall approve the reinforcement, which shall be accurately and securely fastened in place with suitable supports and ties. The type, amount, and position of the reinforcement shall be as shown.

### **3.5 PLACING CONCRETE - GENERAL**

- A. Obtain approval of the COTR before placing concrete.
- B. Remove debris and other foreign material from between the forms before placing concrete. Obtain approval of the COTR before placing concrete.
- C. Before the concrete is placed, uniformly moisten the subgrade, base, or subbase appropriately, avoiding puddles of water.
- D. Convey concrete from mixer to final place of deposit by a method which will prevent segregation or loss of ingredients. Deposit concrete so that it requires as little handling as possible.
- E. While being placed, spade or vibrate and compact the concrete with suitable tools to prevent the formation of voids or honeycomb pockets. Vibrate concrete well against forms and along joints. Over-vibration or manipulation causing segregation will not be permitted. Place concrete continuously between joints without bulkheads.

- F. Install a construction joint whenever the placing of concrete is suspended for more than 30 minutes and at the end of each day's work.
- G. Workmen or construction equipment coated with foreign material shall not be permitted to walk or operate in the concrete during placement and finishing operations.

### **3.6 PLACING CONCRETE FOR PEDESTRIAN PAVEMENT**

- A. Place concrete in the forms in one layer of such thickness that, when compacted and finished, it will conform to the cross section as shown.
- B. Deposit concrete as near to joints as possible without disturbing them but do not dump onto a joint assembly.
- C. After the concrete has been placed in the forms, use a strike-off guided by the side forms to bring the surface to the proper section to be compacted.
- D. Consolidate the concrete thoroughly by tamping and spading, or with approved mechanical finishing equipment.
- E. Finish the surface to grade with a wood or metal float.
- F. All Concrete pads and pavements shall be constructed with sufficient slope to drain properly.

### **3.7 CONCRETE FINISHING - GENERAL**

- A. The sequence of operations, unless otherwise indicated, shall be as follows:
  - 1. Consolidating, floating, straight-edging, troweling, texturing, and edging of joints.
  - 2. Maintain finishing equipment and tools in a clean and approved condition.

### **3.8 CONCRETE FINISHING PEDESTRIAN PAVEMENT**

- A. Walks, Grade Slabs:
  - 1. Finish the surfaces to grade and cross section with a metal float, trowled smooth and finished with a broom moistened with clear water.
  - 2. Brooming shall be transverse to the line of traffic.
  - 3. Finish all slab edges, including those at formed joints, carefully with an edger having a 1/4" radius.
  - 4. Unless otherwise indicated, edge the transverse joints before brooming. The brooming shall eliminate the flat surface left by the surface face of the edger. Execute the brooming so that the corrugation, thus produced, will be uniform in appearance and not more than 2 mm (1/16 inch) in depth.
  - 5. The completed surface shall be uniform in color and free of surface blemishes, form marks, and tool marks. The finished surface of the pavement shall not vary more than 5 mm (3/16 inch) when tested with a 3000 mm (10 foot) straightedge.



6. The thickness of the pavement shall not vary more than 6 mm (1/4 inch).
7. Remove and reconstruct irregularities exceeding the above for the full length between regularly scheduled joints.

### **3.9 JOINTS - GENERAL**

- A. Place joints, where shown, conforming to the details as shown, and perpendicular to the finished grade of the concrete surface. Control joints are not shown on drawings. Install control joints with spacing not to exceed 12'-0".
- B. Joints shall be straight and continuous from edge to edge of the pavement.

### **3.10 CONTRACTION JOINTS**

- A. Cut joints to depth as shown with a grooving tool or jointer of a radius as shown or by sawing with a blade producing the required width and depth.
- B. Finish edges of all joints with an edging tool having the 1/4" radius.
- C. Score pedestrian pavement with a standard grooving tool or jointer.

### **3.11 EXPANSION JOINTS**

- A. Use a preformed expansion joint filler material of the thickness as shown to form expansion joints.
- B. Material shall extend the full depth of concrete, cut and shaped to the cross section as shown, except that top edges of joint filler shall be below the finished concrete surface where shown to allow for sealing.
- C. Anchor with approved devices to prevent displacing during placing and finishing operations.
- D. Round the edges of joints with an edging tool.
- E. Form expansion joints as follows:
  1. Without dowels, about structures and features that project through, into, or against any site work concrete construction.
  2. Using joint filler of the type, thickness, and width as shown.
  3. Installed in such a manner as to form a complete, uniform separation between the structure and the site work concrete item.

### **3.12 FORM REMOVAL**

- A. Forms shall remain in place at least 12 hours after the concrete has been placed. Remove forms without injuring the concrete.
- B. Do not use bars or heavy tools against the concrete in removing the forms. Promptly repair any concrete found defective after form removal.

### **3.13 CURING OF CONCRETE**

- A. Cure concrete by one of the following methods appropriate to the weather conditions and local construction practices, against loss of moisture,

and rapid temperature changes for at least seven days from the beginning of the curing operation. Protect unhardened concrete from rain and flowing water. All equipment needed for adequate curing and protection of the concrete shall be on hand and ready to install before actual concrete placement begins. Provide protection as necessary to prevent cracking of the pavement due to temperature changes during the curing period. If any selected method of curing does not afford the proper curing and protection against concrete cracking, remove and replace the damaged pavement and employ another method of curing as directed by the COTR.

- B. Burlap Mat: Provide a minimum of two layers kept saturated with water for the curing period. Mats shall overlap each other at least 150 mm (6 inches).
- C. Impervious Sheeting: Use waterproof paper, polyethylene-coated burlap, or polyethylene sheeting. Polyethylene shall be at least 0.1 mm (4 mils) in thickness. Wet the entire exposed concrete surface with a fine spray of water and then cover with the sheeting material. Sheets shall overlap each other at least 300 mm (12 inches). Securely anchor sheeting.

#### **3.14 CLEANING**

- A. After completion of the curing period:
  - 1. Remove the curing material (other than liquid membrane).
  - 2. Sweep the concrete clean.
  - 3. After removal of all foreign matter from the joints, seal joints as herein specified.
  - 4. Clean the entire concrete of all debris and construction equipment as soon as curing and sealing of joints has been completed.

#### **3.15 PROTECTION**

The contractor shall protect the concrete against all damage prior to final acceptance by the Government. Remove concrete containing excessive cracking, fractures, spalling, or other defects and reconstruct the entire section between regularly scheduled joints, when directed by the Resident Engineer, and at no additional cost to the Government. Exclude traffic from vehicular pavement until the concrete is at least seven days old, or for a longer period of time if so directed by the COTR.

#### **3.16 FINAL CLEAN-UP**

Remove all debris, rubbish and excess material from the Station.

- - - E N D - - -

### B.3 Price/Cost Schedule

The Contractor: Shall furnish all labor, material, equipment, tools, transportation, and supervision to replace various sections of existing pedestrian sidewalk, cut and replace sections of rolled curb, install new expansion joints, and restore expansion joints as described herein at the Fort Sill National Cemetery, as required by drawings and specifications, and per applicable standards and requirements.

The Contractor's proposal will include a price for each Contract Line Item Number (CLIN) noting a unit price, a total price for the quantity of each. Unit prices given under this request for proposal will be all inclusive containing (unit prices for materials, unit prices for labor, any labor burden or fringes, any associated travel costs, profit, overhead, etc.). Evaluation for award purposes will be based on the total aggregate price.

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	The Contractor:  Shall furnish all labor, material, equipment, tools, transportation, and supervision to replace various sections of existing pedestrian sidewalk, cut and replace sections of rolled curb, install new expansion joints, and restore expansion joints as described herein at the Fort Sill National Cemetery, as required by drawings and specifications, and per applicable standards and requirements.	1.00	JB		
00002	Bonding – performance and payment bonds  Do not buy bonding. Just estimate the cost.	1.00	EA		
				<b>GRAND TOTAL</b>	

## INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

### 2.1 52.222-5 DAVIS-BACON ACT—SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

### 2.2 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
10.8%	6.9 %

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Comanche County, OK.

(End of Provision)

### **2.3 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS (FEB 2009)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic

construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

## **2.4 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by

contacting: Name: Richard Guidry

Address: 2648 NE Jake Dunn Road

Elgin, OK 73538

Ft. Sill National Cemetery

Telephone: 580-492-3200 Email: Richard.guidry@va.gov

(End of Provision)

## **2.5 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004

## **2.6 52.236-28 PREPARATION OF PROPOSALS—CONSTRUCTION (OCT 1997)**

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including—

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of Provision)

## 2.7 ADDITIONAL INSTRUCTIONS TO OFFERORS

**Failure to submit all required documentation as required may result in your submission being found to be technically unacceptable.**

**The Government reserves the right to request performance and payment bonding as a condition for contract award.**

- a. All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award.
- b. Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at [VA.Acquisition.Systems@va.gov](mailto:VA.Acquisition.Systems@va.gov). Submission of proposals through email will not be accepted. Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.
- c. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Kenneth M. Dougherty, at [kenneth.dougherty@va.gov](mailto:kenneth.dougherty@va.gov) as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.
- d. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may

submit a CD version of their proposals at the address specified in Block 7 of SF 1442, or if hand carried, to the address shown in block 7, until the date and time specified in Block 10. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 7 of the SF-1442 above.

- e. The proposal package should contain the following:
- i. SF1442 with completed blocks 14, 15, 16, 17, 18, 19, & 20(a, b & c) and DUNS number entered in block 10;
  - ii. Acknowledgement of any amendments;
  - iii. The following items shall be addressed and submitted in three (3) separate files:
  - iv. Price Proposal for all items in the schedule;
  - v. Technical Proposal addressing evaluation factors (see FAR Clause 52.212-2) and Statement of Work (SOW) requirements;
  - vi. Three (3) past performance references within the last 3 years that are similar in size and scope to this solicitation. Use the Past Performance Questionnaire (Attachment D). Prepare one for each reference. Additional references will not be acknowledged. Only the (3) most current past performances will be reviewed;
  - vii. Completed FAR Provision 52.212-3 "Certifications and Representations" or indicate whether contractor has completed the annual representations and certifications electronically at <http://sams.gov>.

**Please note – If any of the Proposal Package information is not provided by the proposal due date, your proposal package may be found Technically Unacceptable and removed from further consideration.**

See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN FAR Provision 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS, PARAGRAPH (b), PRIOR TO THE TIME SPECIFIED IN BLOCK 10 of SF 1442 IN ORDER TO BE CONSIDERED FOR AWARD.

**ACKNOWLEDGEMENT OF AMENDMENTS:** The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

- **Bonding:** The Government retains the right to ask for bonding (bid, performance, payment) if it is determined to be necessary to address Government concerns. In such cases, the Government will reimburse 100% of the bonding price. Failure to receive or qualify for bonding will result in removal from further consideration for award. The D & B comprehensive Report will be one of the tools used to determine if bonding should be required due to the business financial stress score/summary. The number of contracts outstanding will be another consideration in determining if bonding will be needed. Failure to obtain bonding within a reasonable time will result in withdrawal of award and discussion with the next best offer. If bonding is not required, the prime is required to notify all sub-contractors that there is no bonding on the contract. Reference FAR 52.228-13 Alternative Payment Protections.

**See table below to summarize how to submit a proposal.**



Volume	Factor	File Name on CD	Page Limitations
Volume I.A	Technical/Management Approach	Tech.doc/pdf	20
Volume I.B	Technical/Management Approach, Required Cert., Licenses, Resumes  - <b>no logos, names</b>	Tech.doc/pdf	20
Volume II	Past Performance	Past Perf.doc/pdf	Up to 6 page narrative for Prime and 6 pages each Sub (if any).
Volume III	Price	Price.xls/pdf/doc	No Limits
Volume IV	SF-1442, Required Cert., Licenses, Bonding, Insurance, Resumes, etc.	ReqDocs.doc/pdf	No Limits

## 2.8 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## 2.9 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make

available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## REPRESENTATIONS AND CERTIFICATIONS

### 2.25 EVALUATION FACTORS FOR AWARD

#### **Evaluation Process:**

#### **Quote will be evaluated in accordance with FAR 13.106-2(b) Evaluation of Quotations or Offers**

-Offer Form (Standard Form 1442) – original signature, and; Contract Administration Data; DUNS Number, and Solicitation complete with acknowledgement of Solicitation Amendments (if applicable).

-Pricing shall be submitted as requested in the Schedule of Supplies/Services.

(a) The Government intends to award a task order resulting from this solicitation using the evaluation method “Lowest Price Technically Acceptable.” This method is appropriate when best value is expected to result from selection of the technically acceptable offer with the lowest evaluated cost/price. Offers will be evaluated for acceptability but not ranked using the non-cost/price factors. Evaluation factors and significant sub factors that establish the requirements of acceptability are set forth below. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors (FAR 15.101-2). The following factors shall be used to evaluate offerors on a lowest cost, technically acceptable bases in accordance with FAR 15.101-2:

#### **1. Price**

**2. Technical Qualifications:** Technical capability will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in performance of the requirements identified in the SOW. The proposal should not simply restate the Government’s requirements, but it should describe, in detail, how the Offeror intends to meet the requirements. In particular, offerors must provide information for the following sub-factors, which are weighted equally:

- Experience of company and / or subcontractors in performing this type of work? Experience with pouring concrete, demolition of existing sidewalks, creation of sidewalks? Please explain. See statement of work for more information of what is needed.
- Qualification of Technical personnel (resumes of project manager(s), resumes of supervisor(s), training, experience, certifications)
- Sufficient Personnel/Equipment (list): to include proposed man hours, methodology, list of equipment/vehicles to be used, licenses, permits and insurance information, etc.
- Managerial Qualifications of Key Personnel to include information on key personnel with relevant experience, identification of any sub-contractors(s) used in performance of the contract.

- Performance Plan: submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery. (i.e. performance schedule, frequency, etc.) The contractor's proposal will be evaluated on how well it meets the performance goals of this contract.
- Overall technical capability.

**3. Past Performance:** Past performance will be evaluated for quality, timeliness, problem resolution, business relations, customer service and relevance (i.e. recent experience in providing services similar in size, scope, and complexity as described in the SOW). If no past performance information is readily available (FAR 15.305(a)(2)(iv)), the Offeror's past performance will be evaluated neither favorably nor unfavorably.

- Provide at least three (3) references to include same or similar work. Use Past Performance Questionnaire (Attachment D). You must include accurate and current POC name, telephone numbers and email address with each reference. The Government will not research contact phone numbers or emails. If a reference cannot be reached with the information provided, the offeror will not get credit for that referral. However, the absence of past performance information will be evaluated neither favorably nor unfavorably. References that are not comparable in size, scope and value to the solicited requirement may be given less consideration.

**Bonding:** The Government retains the right to ask for bonding (bid, performance, payment) if it is determined to be necessary to address Government concerns. In such cases, the Government will reimburse 100% of the bonding price. Failure to receive or qualify for bonding will result in removal from further consideration for award. The D & B comprehensive Report will be one of the tools used to determine if bonding should be required due to the business financial stress score/summary. The number of contracts outstanding will be another consideration in determining if bonding will be needed. Failure to obtain bonding within a reasonable time will result in withdrawal of award and discussion with the next best offer. If bonding is not required, the prime is required to notify all sub-contractors that there is no bonding on the contract. Reference FAR 52.228-13 Alternative Payment Protections.

### **3.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

#### *(a) Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of Provision)

## 3.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 221310.

(2) The small business size standard is \$33.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

### **3.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

### **3.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)**

(a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;



- (3) Consist of providing goods or services to marginalized populations of Sudan;
  - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education; or
  - (6) Have been voluntarily suspended.
- (b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

## GENERAL CONDITIONS

### SBA ACT 8(d)(13)(B)

#### (B) NOTICE.—

(i) IN GENERAL.—A prime contractor for a covered contract shall notify in writing the contracting officer for the covered contract if the prime contractor pays a reduced price to a subcontractor for goods and services upon completion of the responsibilities of the subcontractor or the payment to a subcontractor is more than 90 days past due for goods or services provided for the covered contract for which the Federal agency has paid the prime contractor.

(ii) CONTENTS.—A prime contractor shall include the reason for the reduction in a payment to or failure to pay a subcontractor in any notice made under clause (i).

### 4.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 30 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by the Post Award Conf.. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

**4.2 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)**

(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 \$24.00 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.

(End of Clause)

**4.3 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(a) *Definitions.* As used in this clause—

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 221310 assigned to contract number .

*[Contractor to sign and date and insert authorized signer's name and title].*

(End of Clause)

#### **4.4 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)**

(a) *Definitions.* As used in this clause—

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

**FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON**

<b>Construction Material Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Price (Dollars)*</b>
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Item 1:			
Foreign Construction Material			
Domestic Construction Material			
Item 2:			
Foreign Construction Material			
Domestic Construction Material			

[List name, address, telephone number, and contact for suppliers surveyed Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of Clause)

#### 4.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	JUN 2010
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL 2005
52.222-12	CONTRACT TERMINATION—DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-13	ALTERNATIVE PAYMENT PROTECTIONS	JUL 2000
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2013
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-13	INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.249-3	TERMINATION FOR CONVENIENCE OF THE	APR 2012

GOVERNMENT (DISMANTLING, DEMOLITION, OR  
REMOVAL OF IMPROVEMENTS)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION)

APR 1984

52.253-1 COMPUTER GENERATED FORMS

JAN 1991

#### 4.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

#### 4.7 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)

(Note: As used in this clause, the term “brand name” includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an “equal” product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)

(1) If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.



(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

(End of Clause)

#### **4.8 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008)**

If any unit of the work contracted for is accepted in advance of the whole, the rate of liquidated damages assessed will be in the ratio that the value of the unaccepted work bears to the total amount of the contract. If a separate price for unaccepted work has not been stated in the contractor's bid, determination of the value thereof will be made from schedules of costs furnished by the contractor and approved by the contracting officer, as specified elsewhere in the contract.

(End of Clause)

#### **4.9 VAAR 852.211-75 PRODUCT SPECIFICATIONS (JAN 2008)**

The products offered under this solicitation shall be type , grade , in accordance with No. , dated and amendment dated except for paragraphs and which are amended as follows:

(End of Clause)

#### **4.10 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

#### **4.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) *Definitions*. As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

#### **4.12 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)**

The clause entitled "Specifications and Drawings for Construction" in FAR 52.236-21 is supplemented as follows:

(a) The contracting officer's interpretation of the drawings and specifications will be final, subject to the disputes clause.

(b) Large scale drawings supersede small scale drawings.

(c) Dimensions govern in all cases. Scaling of drawings may be done only for general location and general size of items.

(d) Dimensions shown of existing work and all dimensions required for work that is to connect with existing work shall be verified by the contractor by actual measurement of the existing work. Any work at variance with that specified or shown in the drawings shall not be performed by the contractor until approved in writing by the contracting officer.

(End of Clause)

#### **4.13 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)**

The clause entitled "Inspection of Construction" in FAR 52.246-12 is supplemented as follows:

(a) Inspection of materials and articles furnished under this contract will be made at the site by the resident engineer, unless otherwise provided for in the specifications.

(b) Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor shall notify the contracting officer, through the resident engineer, fifteen (15) days prior to the date on which the work will be ready for final inspection.

(End of Clause)

#### **4.14 VAAR 852.236-76 CORRESPONDENCE (APR 1984)**

All correspondence relative to this contract shall bear Specification Number, Project Number, Department of Veterans Affairs Contract Number, title of project and name of facility.

(End of Clause)

#### **4.15 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)**

Any materials, equipment, or workmanship specified by references to number, symbol, or title of any specific Federal, Industry or Government Agency Standard Specification shall comply with all applicable provisions of such standard specifications, except as limited to type, class or grade, or modified in contract specifications. Reference to "Standards" referred to in the contract specifications, except as modified, shall have full force and effect as though printed in detail in specifications.

(End of Clause)

#### **4.16 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)**

(a) The work will be under the direction of the Department of Veterans Affairs contracting officer, who may designate another VA employee to act as resident engineer at the construction site.

(b) Except as provided below, the resident engineer's directions will not conflict with or change contract requirements.

(c) Within the limits of any specific authority delegated by the contracting officer, the resident engineer may, by written direction, make changes in the work. The contractor shall be advised of the extent of such authority prior to execution of any work under the contract.

(End of Clause)

#### **4.17 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)**

The contractor shall furnish to the resident engineer each day a consolidated report for the preceding work day in which is shown the number of laborers, mechanics, foremen/forewomen and pieces of heavy equipment used or employed by the contractor and subcontractors. The report shall bear the name of the firm, the branch of work which they perform such as concrete, plastering, masonry, plumbing, sheet metal work, etc. The report shall give a breakdown of employees by crafts, location where employed, and work performed. The report shall also list materials delivered to the site on the date covered by the report.

(End of Clause)

#### **4.18 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)**

(a) Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the Government. Divisions or sections of specifications are not intended to control the contractor in dividing work among subcontractors, or to limit work performed by any trade.

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and of the subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers.

(c) The Government or its representatives will not undertake to settle any differences between the contractor and subcontractors or between subcontractors.

(d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on Department of Veterans Affairs projects or for any other reason, is considered by the contracting officer to be incompetent or otherwise objectionable.

(End of Clause)

#### **4.19 VAAR 852.236-82 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS) (APR 1984)**

(a) Retainage:

(1) The contracting officer may retain funds:

(i) Where performance under the contract has been determined to be deficient or the contractor has performed in an unsatisfactory manner in the past; or

(ii) As the contract nears completion, to ensure that deficiencies will be corrected and that completion is timely.

(2) Examples of deficient performance justifying a retention of funds include, but are not restricted to, the following:

(i) Unsatisfactory progress as determined by the contracting officer;

(ii) Failure to meet schedule in Schedule of Work Progress;

(iii) Failure to present submittals in a timely manner; or

(iv) Failure to comply in good faith with approved subcontracting plans, certifications, or contract requirements.

(3) Any level of retention shall not exceed 10 percent either where there is determined to be unsatisfactory performance, or when the retainage is to ensure satisfactory completion. Retained amounts shall be paid promptly upon completion of all contract requirements, but nothing contained in this subparagraph shall be construed as limiting the contracting officer's right to withhold funds under other provisions of the contract or in accordance with the general law and regulations regarding the administration of Government contracts.

(b) The contractor shall submit a schedule of cost to the contracting officer for approval within 30 calendar days after date of receipt of notice to proceed. Such schedule will be signed and submitted in triplicate. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed. This schedule shall show cost by the branches of work for each building or unit of the contract, as instructed by the resident engineer.

(1) The branches shall be subdivided into as many sub-branches as are necessary to cover all component parts of the contract work.

(2) Costs as shown on this schedule must be true costs and, should the resident engineer so desire, he/she may require the contractor to submit the original estimate sheets or other information to substantiate the detailed makeup of the schedule.

(3) The sum of the sub-branches, as applied to each branch, shall equal the total cost of such branch. The total cost of all branches shall equal the contract price.

(4) Insurance and similar items shall be prorated and included in the cost of each branch of the work.

(5) The cost schedule shall include separate cost information for the systems listed in the table in this paragraph (b)(5). The percentages listed below are proportions of the cost listed in the contractor's cost schedule and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed. Payment of the listed percentages will be made only after the contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

#### VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

<b>System</b>	<b>Percent</b>
Pneumatic tube system	10
Incinerators (medical waste and trash)	5
Sewage treatment plant equipment	5
Water treatment plant equipment	5
Washers (dish, cage, glass, etc.)	5
Sterilizing equipment	5
Water distilling equipment	5
Prefab temperature rooms (cold, constant temperature)	5
Entire air-conditioning system (Specified under 600 Sections)	5
Entire boiler plant system (Specified under 700 Sections)	5
General supply conveyors	10
Food service conveyors	10
Pneumatic soiled linen and trash system	10
Elevators and dumbwaiters	10

Materials transport system	10
Engine-generator system	5
Primary switchgear	5
Secondary switchgear	5
Fire alarm system	5
Nurse call system	5
Intercom system	5
Radio system	5
TV (entertainment) system	5

(c) In addition to this cost schedule, the contractor shall submit such unit costs as may be specifically requested. The unit costs shall be those used by the contractor in preparing his/her bid and will not be binding as pertaining to any contract changes.

(d) The contracting officer will consider for monthly progress payments material and/or equipment procured by the contractor and stored on the construction site, as space is available, or at a local approved location off the site, under such terms and conditions as such officer approves, including but not limited to the following:

- (1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.
- (2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.
- (3) Such materials and/or equipment will be stored separately and will be readily available for inspection and inventory by the resident engineer.
- (4) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.
- (5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.
- (6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

(e) The contractor, prior to receiving a progress or final payment under this contract, shall submit to the contracting officer a certification that the contractor has made payment from proceeds of prior payments, or that timely payment will be made from the proceeds of the progress or final payment then due, to subcontractors and suppliers in accordance with the contractual arrangements with them.

(f) The Government reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, payrolls, weekly statements of compliance, proof of title, nondiscrimination compliance reports, or any other things required by this contract, have been submitted to the satisfaction of the contracting officer.

(End of Clause)

**4.20 VAAR 852.236-84 SCHEDULE OF WORK PROGRESS (NOV 1984)**

(a) The contractor shall submit with the schedule of costs, a progress schedule that indicates the anticipated installation of work versus the elapsed contract time, for the approval of the contracting officer. The progress schedule time shall be represented in the form of a bar graph with the contract time plotted along the horizontal axis. The starting date of the schedule shall be the date the contractor receives the "Notice to Proceed." The ending date shall be the original contract completion date. At a minimum, both dates shall be indicated on the progress schedule. The specific item of work, i.e., "Excavation", "Floor Tile", "Finish Carpentry", etc., should be plotted along the vertical axis and indicated by a line or bar at which time(s) during the contract this work is scheduled to take place. The schedule shall be submitted in triplicate and signed by the contractor.

(b) The actual percent completion will be based on the value of installed work divided by the current contract amount. The actual completion percentage will be indicated on the monthly progress report.

(c) The progress schedule will be revised when individual or cumulative time extensions of 15 calendar days or more are granted for any reason. The revised schedule should indicate the new contract completion date and should reflect any changes to the installation time(s) of the items of work affected.

(d) The revised progress schedule will be used for reporting future scheduled percentage completion.

(End of Clause)

**4.21 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)**

(a) The wage determination decision of the Secretary of Labor is set forth in section GR, General Requirements, of this contract. It is the result of a study of wage conditions in the locality and establishes the minimum hourly rates of wages and fringe benefits for the described classes of labor in accordance with applicable law. No increase in the contract price will be allowed or authorized because of payment of wage rates in excess of those listed.

(b) The contractor shall submit the required copies of payrolls to the contracting officer through the resident engineer or engineer officer, when acting in that capacity. Department of Labor Form WH- 347, Payroll, available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402, may be used for this purpose. If, however, the contractor or subcontractor elects to use an individually composed payroll form, it shall contain the same information shown on Form WH-347, and in addition be accompanied by Department of Labor Form WH-348, Statement of Compliance, or any other form containing the exact wording of this form.

(End of Clause)

**4.22 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)**

Public Law 107-217 (40 U.S.C. 3172) authorizes the constituted authority of States to apply their workers compensation laws to all lands and premises owned or held by the United States.

(End of Clause)

**4.23 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)**

(a) Paragraphs (a)(1) through (a)(4) apply to proposed contract changes costing over \$500,000.

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices,



labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal, which includes the information required by paragraph (a)(1), for cost of changes in work within 30 calendar days.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (a)(1) or (a)(2) of this clause is not received within 30 calendar days or if agreement has not been reached.

(4) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(b) Paragraphs (b)(1) through (b)(11) apply to proposed contract changes costing \$500,000 or less:

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data or information other than cost or pricing data are required under FAR 15.403, the data shall be submitted in accordance with FAR 15.403-5. No itemized breakdown will be required for proposals amounting to less than \$1,000.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit within 30 calendar days, a proposal that includes the information required by paragraph (b)(1) for the cost of the changes in work.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (b)(1) or (b)(2) of this clause is not received within 30 calendar days, or if agreement has not been reached.

(4) Allowances not to exceed 10 percent each for overhead and profit for the party performing the work will be based on the value of labor, material, and use of construction equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. Allowable percentages on changes will not exceed the following: 10 percent overhead and 10 percent profit on the first \$20,000; 7-1/2 percent overhead and 7-1/2 percent profit on the next \$30,000; 5 percent overhead and 5 percent profit on balance over \$50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

(5) The prime contractor's or upper-tier subcontractor's fee on work performed by lower-tier subcontractors will be based on the net increased cost to the prime contractor or upper-tier subcontractor, as applicable. Allowable fee on

changes will not exceed the following: 10 percent fee on the first \$20,000; 7-1/2 percent fee on the next \$30,000; and 5 percent fee on balance over \$50,000.

(6) Not more than four percentages, none of which exceed the percentages shown above, will be allowed regardless of the number of tiers of subcontractors.

(7) Where the contractor's or subcontractor's portion of a change involves credit items, such items must be deducted prior to adding overhead and profit for the party performing the work. The contractor's fee is limited to the net increase to contractor of subcontractors' portions cost computed in accordance herewith.

(8) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the contractor if he/she had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(9) Cost of Federal Old Age Benefit (Social Security) tax and of Worker's Compensation and Public Liability insurance appertaining to changes are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on such items in subcontractors' proposals.

(10) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefore. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

(11) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(End of Clause)

#### **4.24 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)**

(a) Reference is made to the clause entitled "Buy American Act--Construction Materials," FAR 52.225-9.

(b) Notwithstanding a bidder's right to offer identifiable foreign construction material in its bid pursuant to FAR 52.225-9, VA does not anticipate accepting an offer that includes foreign construction material.

(c) If a bidder chooses to submit a bid that includes foreign construction material, that bidder must provide a listing of the specific foreign construction material he/she intends to use and a price for said material. Bidders must include bid prices for comparable domestic construction material. If VA determines not to accept foreign construction material and no comparable domestic construction material is provided, the entire bid will be rejected.

(d) Any foreign construction material proposed after award will be rejected unless the bidder proves to VA's satisfaction: (1) it was impossible to request the exemption prior to award, and (2) said domestic construction material is no longer available, or (3) where the price has escalated so dramatically after the contract has been awarded that it would be unconscionable to require performance at that price. The determinations required by (1), (2), and (3) of this paragraph shall be made in accordance with Subpart 825.2 and FAR 25.2.

(e) By signing this bid, the bidder declares that all articles, materials and supplies for use on the project shall be domestic unless specifically set forth on the Bid Form or addendum thereto.

(End of Clause)

#### **4.25 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)**

(a) Signing of the bid shall be deemed to be a representation by the bidder that:

(1) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in construction, alteration, or repair of buildings, structures, and communications facilities, or other engineering projects, including furnishing and installing of necessary equipment; or

(2) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work; and

(3) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

(b) Unless otherwise provided in this contract, where the use of optional materials or construction is permitted, the same standard of workmanship, fabrication and installation shall be required irrespective of which option is selected. The contractor shall make any change or adjustment in connecting work or otherwise necessitated by the use of such optional material or construction, without additional cost to the Government.

(c) When approval is given for a system component having functional or physical characteristics different from those indicated or specified, it is the responsibility of the contractor to furnish and install related components with characteristics and capacities compatible with the approved substitute component as required for systems to function as noted on drawings and specifications. There shall be no additional cost to the Government.

(d) In some instances it may have been impracticable to detail all items in specifications or on drawings because of variances in manufacturers' methods of achieving specified results. In such instances the contractor will be required to furnish all labor, materials, drawings, services and connections necessary to produce systems or equipment which are completely installed, functional, and ready for operation by facility personnel in accordance with their intended use.

(e) Claims by the contractor for delay attributed to unusually severe weather must be supported by climatological data covering the period and the same period for the 10 preceding years. When the weather in question exceeds in intensity or frequency the 10-year average, the excess experienced shall be considered "unusually severe." Comparison shall be on a monthly basis. Whether or not unusually severe weather in fact delays the work will depend upon the effect of weather on the branches of work being performed during the time under consideration.

(End of Clause)

#### **4.26 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)**

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Any special warranties that may be required under the contract shall be subject to the elections set forth in the FAR clause at 52.246-21, Warranty of Construction, unless otherwise provided for in such special warranties.

(End of Clause)

#### **4.27 VAAR 852.246-75 WARRANTY FOR CONSTRUCTION--GUARANTEE PERIOD SERVICES (JAN 2008)**

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Should the contractor fail to prosecute the work or fail to proceed promptly to provide guarantee period services after notification by the contracting officer, the Government may, subject to the default clause contained at FAR 52.249-10, Default (Fixed- Price Construction), and after allowing the contractor 10 days to correct and comply with the contract, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or unsatisfactorily performed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damages to the Government resulting from the contractor's refusal or failure to complete the work within this specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(End of Clause)

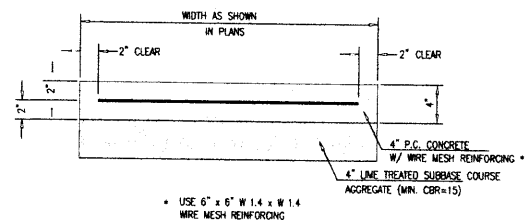
## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Attachment A Technical Drawings

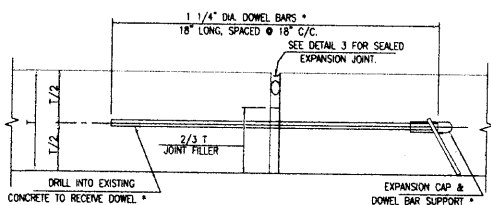
Attachment B Contract Discrepancy Report

Attachment C Davis Bacon Act Wage Determination

Attachment D Past Performance Questionnaire

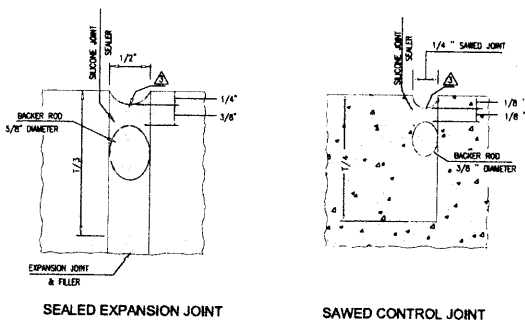


**1 P.C. CONCRETE WALK**  
(NTS)

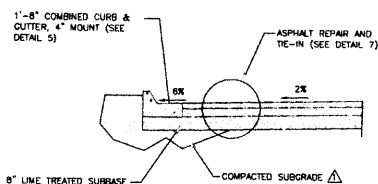


\* OMIT DOWEL BARS, CAPS & SUPPORTS FOR ISOLATION JOINTS

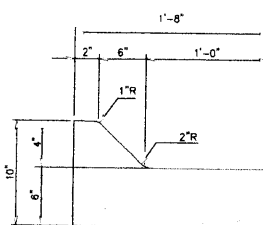
**2 EXPANSION / ISOLATION JOINT**  
(NTS)



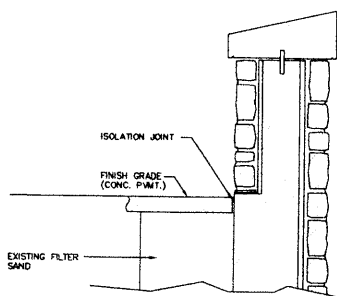
**3 JOINT DETAILS**  
(NTS)



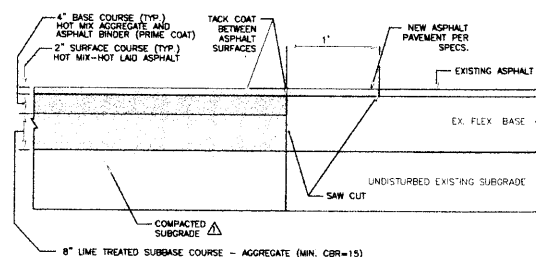
**4 ROAD SECTION**  
(NTS)



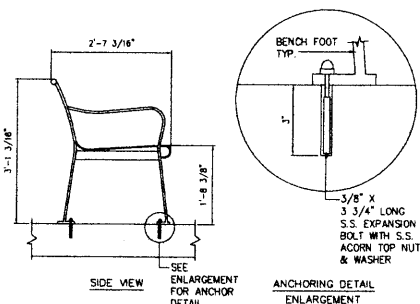
**5 COMBINED CURB AND GUTTER (4" MOUNTABLE CURB)**  
(NTS)



**6 PODIUM WALL SECTION**  
(NTS)



**7 ROAD REPAIR DETAIL**  
(NTS)

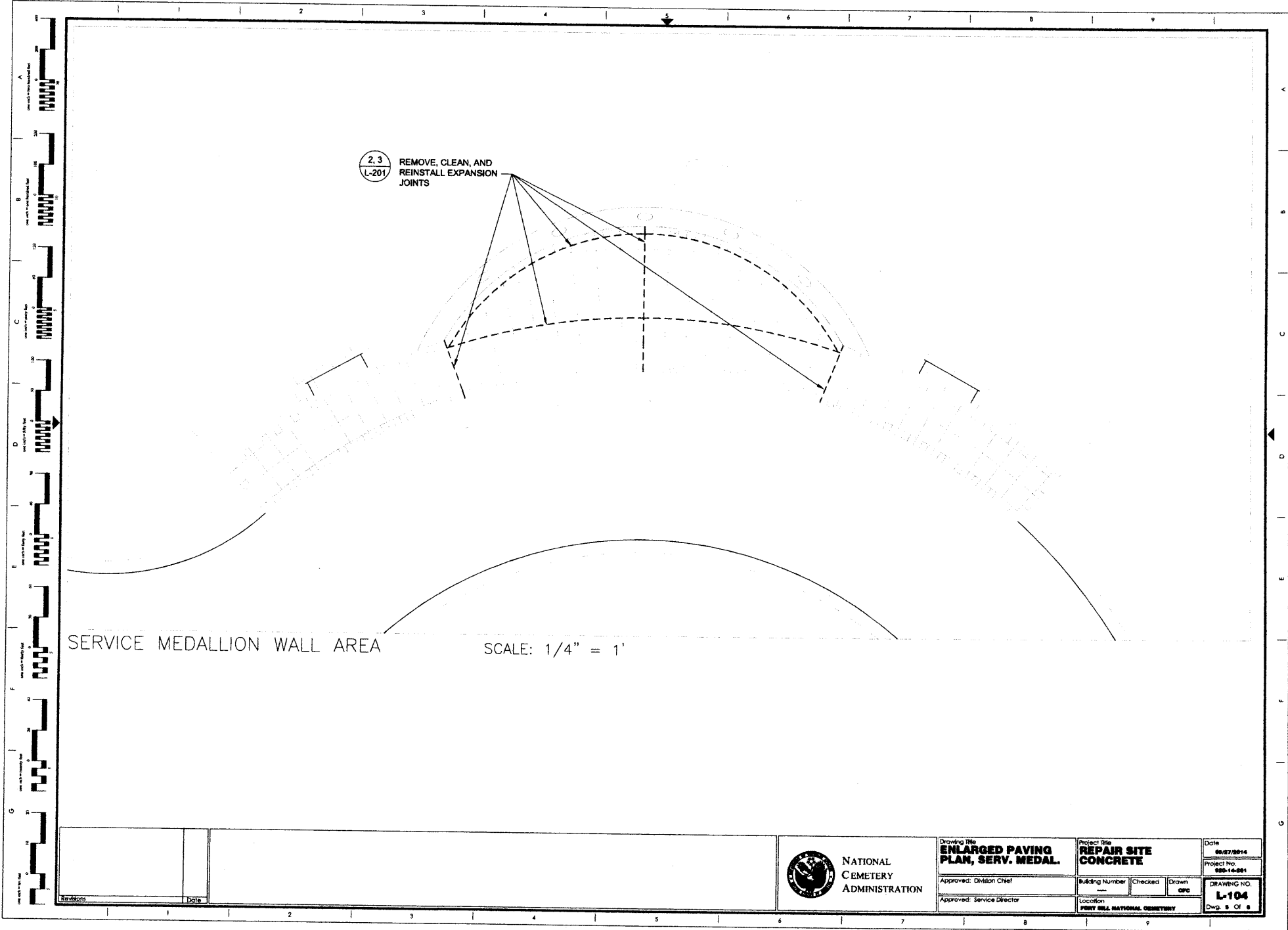


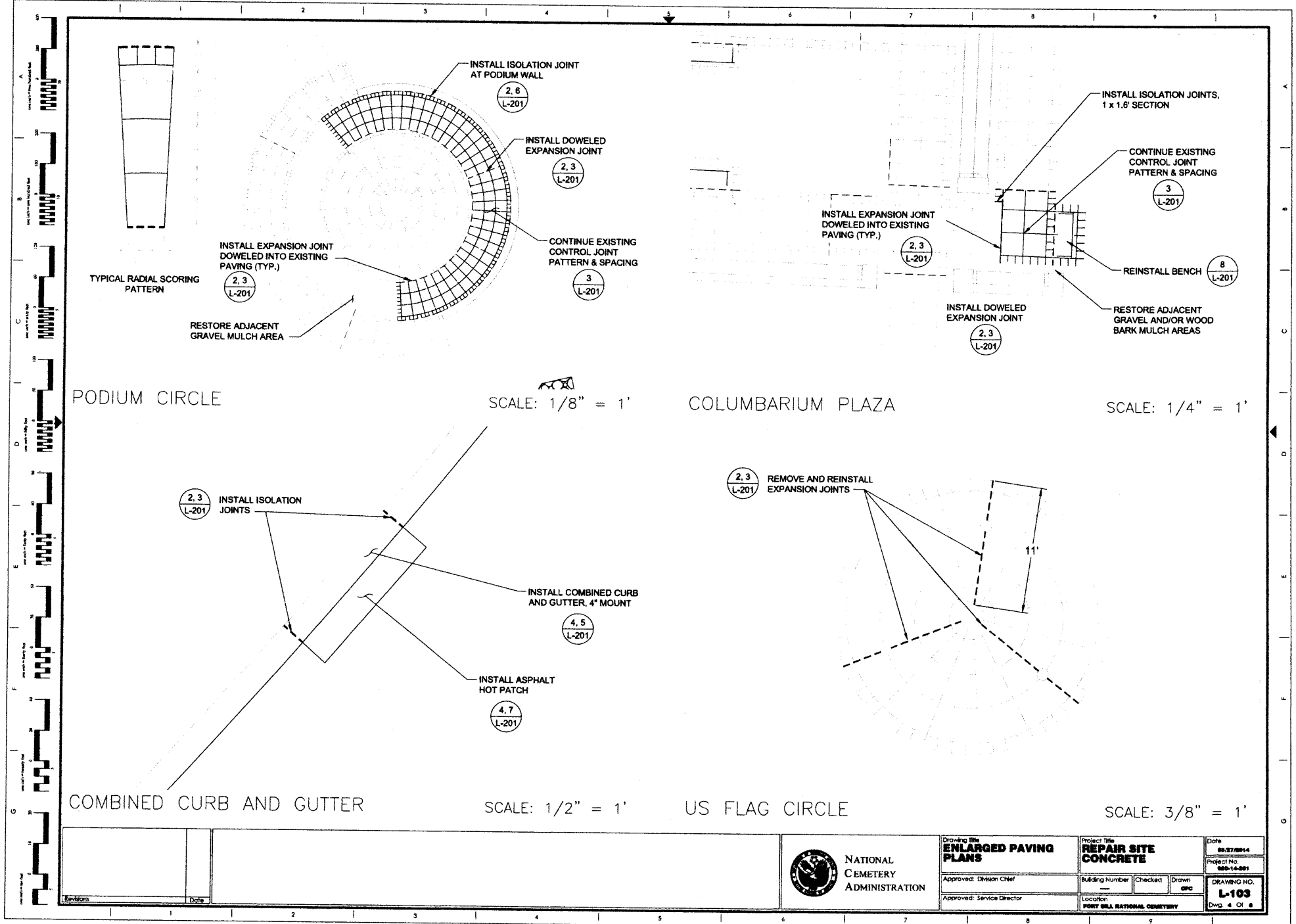
**8 BENCH ANCHORING**  
(NTS)

**GENERAL PAVING NOTES:**

1. PRIOR TO COMPACTION AND PLACEMENT OF GRANULAR SUBBASE, THE CUT AREA SHALL BE REVIEWED AND PROTECTED FOR STABILITY. IF COMPACTION IS REQUIRED, COMPACTION SHALL BE IN ACCORDANCE WITH ASTM D1557.
2. REFER TO SPECIFICATIONS SECTION 321216 FOR WORK AND MATERIAL RELATED TO ASPHALT CONCRETE PAVING.
3. THE JOINT SHAPE FACTOR IS DEFINED AS THE FINAL PRESSED SHAPE OF THE SILICONE MATERIAL. THE TOOLING OPERATION WILL FIRMLY PRESS THE FRESHLY APPLIED MATERIAL INTIMATELY AGAINST THE CUT SIDES OF THE RECESS AND THE BAKER ROD SURFACES. THE ROUNDED SHAPE ON TOP AND BOTTOM OF THE SILICONE ALLOWS THE SEALANT TO PROPERLY FLEX BUT MAINTAIN ADHERENCE TO THE PAVING.

Drawing Title <b>DETAILS &amp; SECTIONS</b>		Project Title <b>REPAIR SITE CONCRETE</b>		Date 06/27/2014
Approved: Division Chief		Building Number —	Checked —	Drawn CPC
Approved: Service Director		Location <b>FORT BELL NATIONAL CEMETERY</b>		Project No. 020-14-001
NATIONAL CEMETERY ADMINISTRATION		DRAWING NO. <b>L-201</b>		CWS • C •





NATIONAL  
CEMETERY  
ADMINISTRATION

Drawing Title  
**ENLARGED PAVING  
PLANS**

Approved: Division Chief

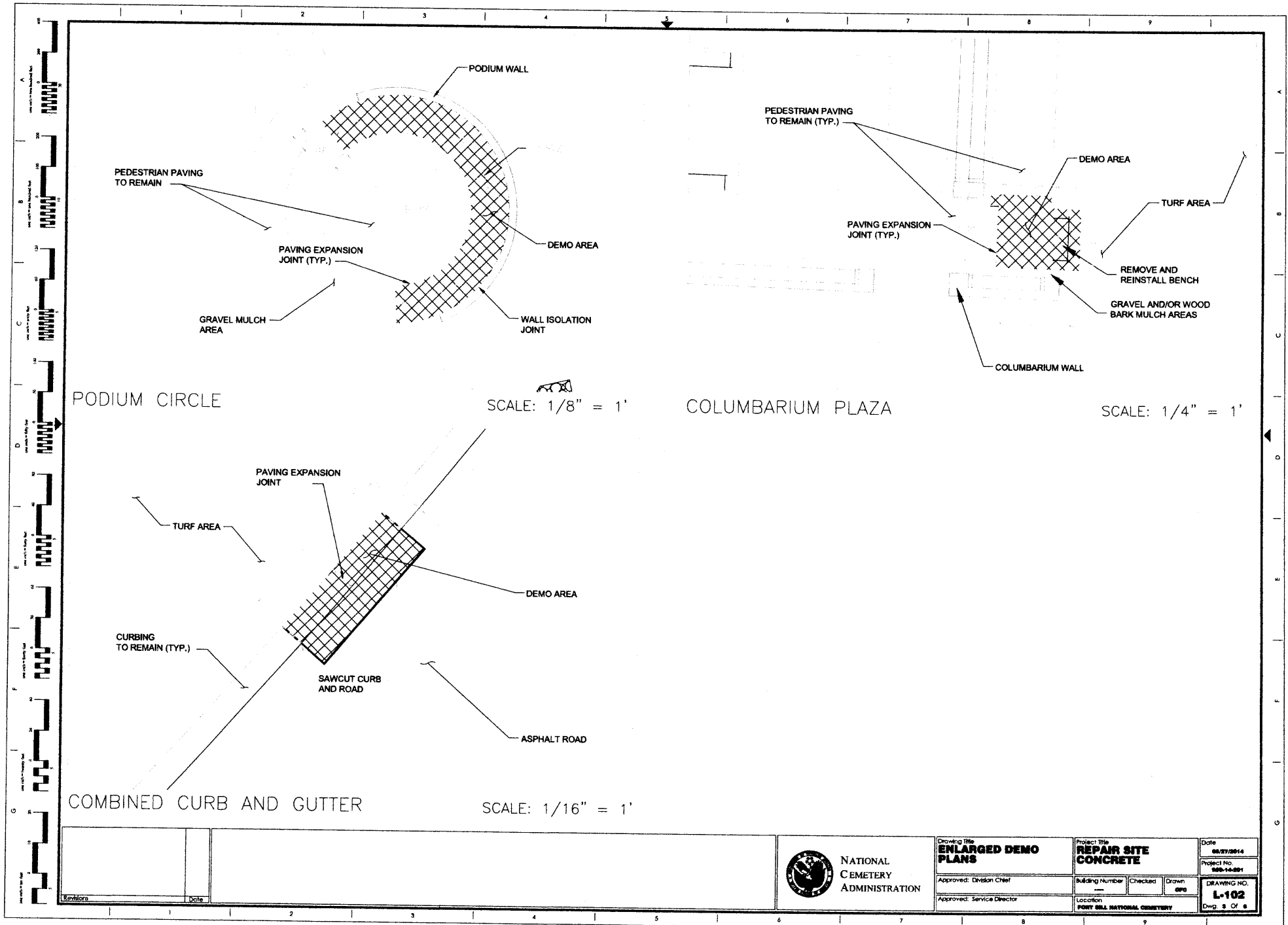
Approved: Service Director

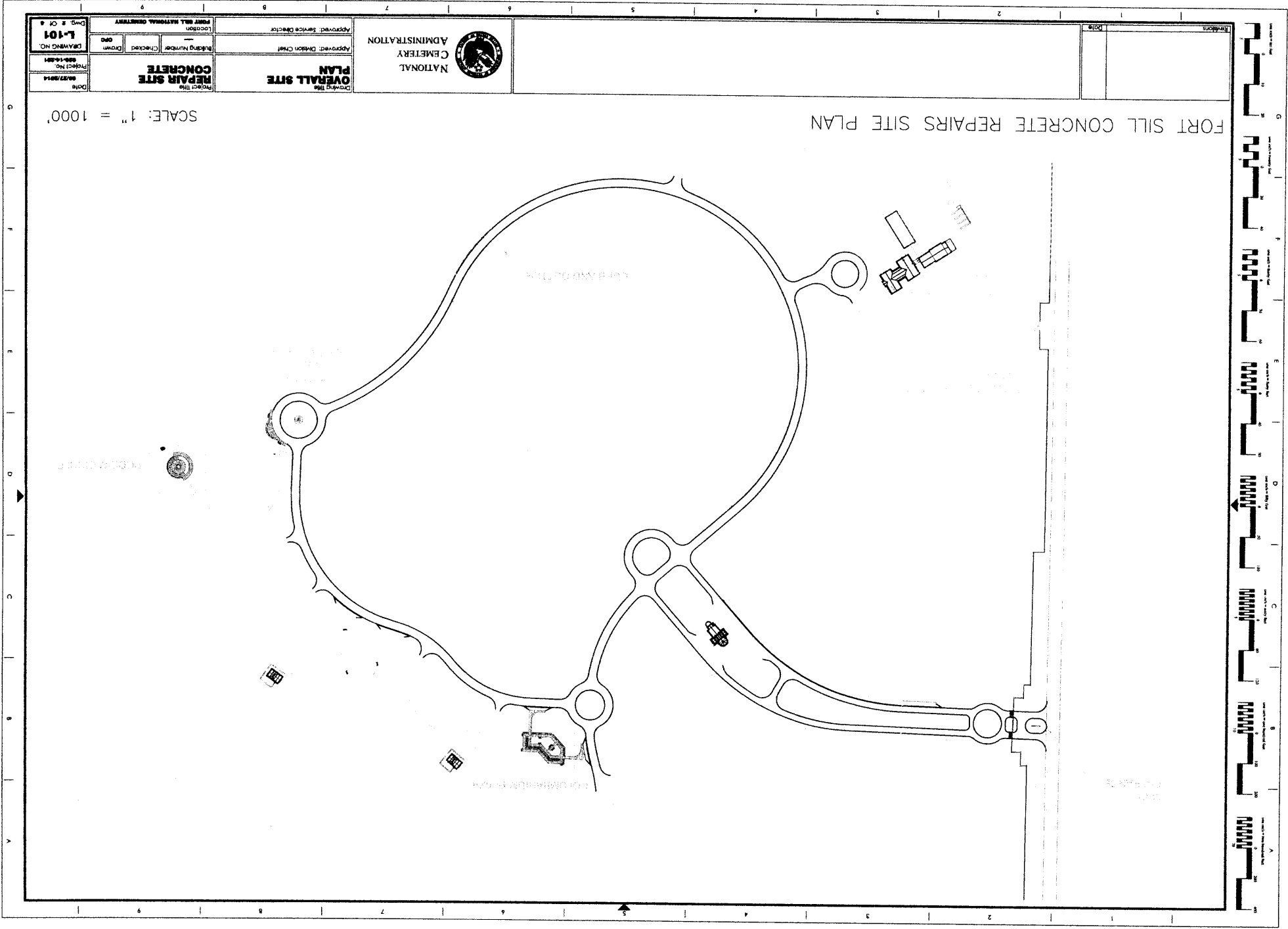
Project Title  
**REPAIR SITE  
CONCRETE**

Building Number  
Checked  
Drawn  
CPC  
Location  
POINT BELL NATIONAL CEMETERY

Date  
05/27/2014  
Project No.  
000-14-001  
DRAWING NO.  
**L-103**  
DWS: 4 OF 8









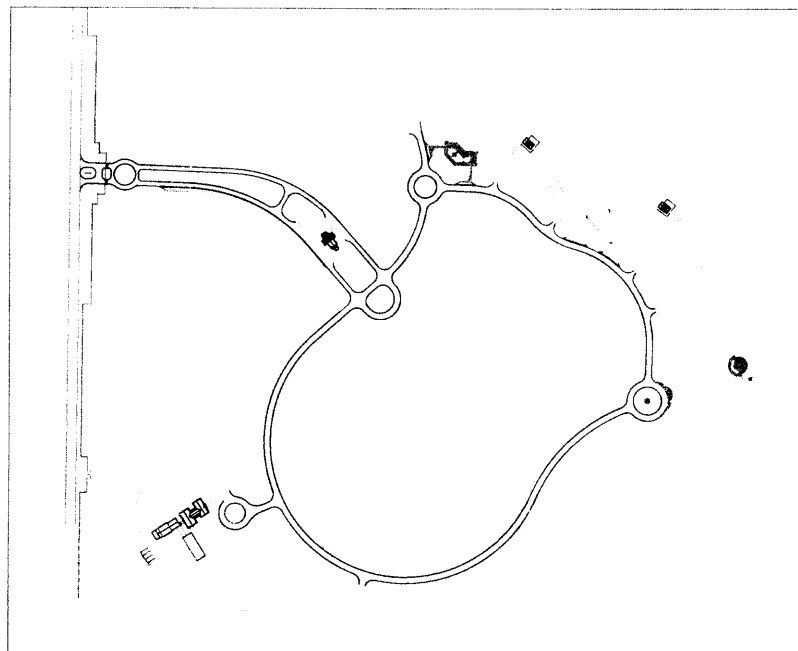
Department Of  
Veterans Affairs

## FORT SILL NATIONAL CEMETERY ELGIN, OK

### REPAIR SITE CONCRETE, PAVING, AND JOINTS

#### GENERAL NOTES:

- COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE CEMETERY DIRECTOR TO AVOID CONFLICTS AND DISRUPTIONS OF ONLY CEMETERY OPERATIONS. SEQUENCE WORK AS NECESSARY TO ENSURE ONLY CEMETERY OPERATIONS REMAIN UNINTERRUPTED DURING CONSTRUCTION OPERATIONS.
- CONTRACTOR SHALL MAINTAIN PROPER SIGNS, BARRICADES, AND FENCES TO PROPERLY PROTECT THE PUBLIC AND CEMETERY STAFF FROM INJURY. WORK AREAS SHALL BE BARRICADED OFF AND ALL EXCAVATED AREAS COVERED DURING NON-WORKING HOURS. ROAD EXCAVATIONS SHALL BE COVERED WITH VEHICLE RATED STEEL PLATES DURING NON-WORKING HOURS AND WHEN THERE IS NO ACTIVE CONSTRUCTION AT THE SITE.
- EXISTING UTILITIES: DETAILED UNDERGROUND UTILITY INFORMATION IS UNAVAILABLE FOR THE DESIGNATED AREAS UNDER CONSTRUCTION IN THE DRAWINGS. NO UTILITIES WITH THE EXCEPTION OF THE IRRIGATION SYSTEM PIPING AND COMPONENTS ARE EXPECTED IN THE DESIGNATED CONSTRUCTION AREAS. COORDINATE WITH THE CEMETERY STAFF IN DETERMINING THE POSSIBLE EXISTENCE AND LOCATION OF ALL ABOVEGROUND AND UNDERGROUND UTILITIES IN THE DESIGNATED AREAS UNDER CONSTRUCTION. USE CAUTION WHEN EXCAVATING DUE TO THE POSSIBLE EXISTENCE OF UNRECORDED UTILITIES.
- EXISTING IRRIGATION SYSTEM: THE LOCATION OF THE IRRIGATION SYSTEM LINES AND COMPONENTS SHOWN ON THE REFERENCE DOCUMENTS ARE PROVIDED FOR INFORMATION ONLY AND NOT ALL IRRIGATION SYSTEM COMPONENTS (I.E. CONTROLLER SIGNAL WIRING, ETC.) ARE SHOWN ON THE REFERENCE DRAWINGS. COORDINATE WITH THE CEMETERY STAFF IN DETERMINING THE POSSIBLE EXISTENCE AND LOCATION OF ALL IRRIGATION SYSTEM COMPONENTS IN THE DESIGNATED AREAS UNDER CONSTRUCTION. USE CAUTION WHEN EXCAVATING DUE TO THE POSSIBLE EXISTENCE OF UNRECORDED IRRIGATION SYSTEM COMPONENTS.
- ANY DAMAGE INCURRED TO EXISTING UTILITIES, IRRIGATION SYSTEM COMPONENTS, INSIDE AND OUTSIDE THE LIMITS OF WORK DUE TO CONTRACT OPERATIONS INCLUDING DAMAGE TO PAVEMENT, CURBS AND GUTTER, AND OTHER STRUCTURES BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE GOVERNMENT. IF ANY EXISTING UTILITIES, UTILITY STRUCTURES, OR IRRIGATION SYSTEM COMPONENTS ARE UNCOVERED OR ENCOUNTERED DURING CONSTRUCTION, THEY SHALL BE SAFEGUARDED, PROTECTED FROM DAMAGE, AND SUPPORTED AS NECESSARY.
- ALL AREAS ADJACENT TO THE SITE SHALL BE MAINTAINED IN A CLEAN CONDITION, MUD AND DUST FREE AT ALL TIMES.
- THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION.
- AREAS OUTSIDE OF THE CONSTRUCTION LIMITS IMPACTED BY OPERATIONS OF THE CONTRACTOR SHALL BE RETURNED TO THE STATE IT WAS FOUND PRIOR TO NEW CONSTRUCTION, EXCEPT WHERE NEW WORK IS SHOWN.
- ALL TREES SHALL BE PROTECTED FROM DAMAGE TO TRUNKS, BRANCHES AND ROOTS. NO EXCAVATING, FILLING, OR GRADING IS TO BE DONE INSIDE THE ORP LINE OF TREES UNLESS OTHERWISE APPROVED BY THE CEMETERY.
- ALL EXCESS SOIL SHALL BE RELOCATED TO AN APPROVED LOCATION ON CEMETERY PROPERTY.
- ALL DEBRIS, PVC, ETC. SHALL BE RELOCATED OFF CEMETERY PROPERTY AND PROPERLY DISPOSED OF AT AN APPROVED WASTE DISPOSAL SITE.
- RESTORE ALL SURFACES AND GRADES TO THEIR ORIGINAL ELEVATIONS AND CONDITION USING SAME MATERIAL AS EXISTING.
- EXISTING PAVEMENT, CONCRETE CURB AND GUTTER, AND CONCRETE SIDEWALK SHALL REMAIN IN PLACE AND SHALL NOT BE DISTURBED.
- THOROUGHLY CLEAN UP THE WORK AREA AT THE END OF EACH DAY'S WORK, AND AT COMPLETION OF THE PROJECT. LEAVE PREMISES CLEAN AND FREE OF WASTE, SCRAP, USED EQUIPMENT, OR OTHER MATERIAL INTENTIONALLY OR INACCIDENTALLY DELIVERED TO THE SITE BY CONTRACTOR OR CONTRACTORS' PERSONNEL.
- ALL STREET PAVING, CONCRETE SIDEWALK, CURB AND GUTTER SHALL REMAIN AND BE PROTECTED FROM DAMAGE, AND IF DAMAGED, SHALL BE REPLACED PROMPTLY TO MATCH EXISTING.



PROJECT LOCATION

#### SHEET INDEX:

- X - 101 TITLE SHEET
- L - 101 SITE PLAN
- L - 102 DEMOLITION PLAN
- L - 103 PAVING PLANS (4)
- L - 104 PAVING PLAN (1)
- L - 201 SECTIONS & DETAILS

Revision _____ Date _____	NATIONAL CEMETERY ADMINISTRATION	Drawing Title <b>COVER SHEET &amp; SHEET INDEX</b>	Project Title <b>REPAIR SITE CONCRETE</b>	Date 08/27/2014
		Approved: Division Chief _____ Approved: Service Director _____	Building Number _____ Checked _____ Drawn GPO	Project No. 655-14-001 DRAWING NO. <b>X-101</b> Dwg. 1 OF 6

## ATTACHMENT B- CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
<b>5. Dates</b>				
5a. Prepared:	5b. Returned by Contractor:	5c. Action Complete:		
Discrepancy or Problem: (Describe in detail. Include reference to PWS Directive; attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>				
Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)		8b. From: (Contractor)		
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>				
10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>				
12. Government Actions: (Reduced payment, cure notice, show cause, other)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>				
<b>13. Close Out</b>				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

VA786-14-Q-0216

ATTACHMENT C – WAGE DETERMINATION

General Decision Number: OK140043 01/17/2014 OK43

Superseded General Decision Number: OK20130043

State: Oklahoma

Construction Type: Building

Building Construction -does not include residential construction consisting of single family homes and apartments up to and including 4 stories.

County: Comanche County in Oklahoma.

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014

BROK0005-004 06/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 23.41	9.50

\* ELEC1141-011 08/28/2013

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 28.75	\$5.00+17.25%

ENGI0627-020 06/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 25.25	10.87
Group 2.....	\$ 24.35	10.87
Group 3.....	\$ 23.80	10.87
Group 4.....	\$ 23.20	10.87
Group 8.....	\$ 20.45	10.87
Group10.....	\$ 19.45	10.87

POWER EQUIPMENT OPERATOR

GROUP 1: CRANES with Boom Incl. Jib 300 ft and over or 150 Tons and over

GROUP 2: CRANES with Boom Incl. Jib 200 ft <300 ft or 100 Tons and over

GROUP 3: CRANES with Boom Incl. Jib 100 ft <200 ft, All Tower Cranes, Cranes 3 cu. Yd. & over

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane

GROUP 8: FORK-LIFT

GROUP 10: OILER; SEMI-TRAILER TRUCK DRIVER

IRON0048-014 06/01/2013

	Rates	Fringes
IRONWORKER (Ornamental and Structural).....	\$ 23.10	12.88

VA786-14-Q-0216

ATTACHMENT C – WAGE DETERMINATION

PLUM0344-006 07/01/2013

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 30.33	13.72

PLUM0344-024 07/01/2013

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 30.33	13.72

ROOF0143-001 06/01/2012

	Rates	Fringes
ROOFER.....	\$ 20.19	6.28

SHEE0124-010 07/01/2012

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 29.70	12.93

SUOK2012-023 07/30/2012

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 15.50	2.80
CARPENTER, Excludes Drywall Hanging.....	\$ 15.50	2.80
CEMENT MASON/CONCRETE FINISHER...	\$ 16.72	0.00
DRYWALL FINISHER/TAPER.....	\$ 13.80	0.00
ELECTRICIAN (Low Voltage Wiring).....	\$ 20.08	5.43
IRONWORKER, REINFORCING.....	\$ 17.11	0.00
LABORER: Common or General.....	\$ 9.31	0.00
LABORER: Mason Tender - Brick...	\$ 12.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.00	1.91
LABORER: Pipelayer.....	\$ 12.39	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.25	4.35
OPERATOR: Bulldozer.....	\$ 20.64	2.35
OPERATOR: Grader/Blade.....	\$ 14.28	1.70
OPERATOR: Loader (Front End)....	\$ 16.18	0.00

VA786-14-Q-0216  
ATTACHMENT C – WAGE DETERMINATION

PAINTER: Brush, Roller and  
Spray, Excludes Drywall  
Finishing/Taping.....\$ 12.91 0.00

SHEET METAL WORKER, Excludes  
HVAC Duct Installation.....\$ 21.82 0.00

TRUCK DRIVER: Dump and  
Flatbed Truck.....\$ 11.60 0.00

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

=====

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

-----

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

#### Union Identifiers

An identifier enclosed in dotted lines beginning with  
characters other than "SU" denotes that the union  
classification and rate have found to be prevailing for that  
classification. Example: PLUM0198-005 07/01/2011. The first  
four letters , PLUM, indicate the international union and the  
four-digit number, 0198, that follows indicates the local union  
number or district council number where applicable , i.e.,  
Plumbers Local 0198. The next number, 005 in the example, is  
an internal number used in processing the wage determination.  
The date, 07/01/2011, following these characters is the  
effective date of the most current negotiated rate/collective  
bargaining agreement which would be July 1, 2011 in the above  
example.

Union prevailing wage rates will be updated to reflect any  
changes in the collective bargaining agreements governing the  
rates.

0000/9999: weighted union wage rates will be published annually  
each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived

ATTACHMENT C – WAGE DETERMINATION

from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

-----  
WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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



VA786-14-Q-0216  
ATTACHMENT C – WAGE DETERMINATION

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

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

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END OF GENERAL DECISION

**ATTACHMENT D -- PAST PERFORMANCE QUESTIONNAIRE**

**INSTRUCTIONS:** Offerors must identify previous federal, state, and local government and private contracts that they have completed and that are similar to the contract being evaluated. List at least three (3), but no more than five (5) contracts for evaluation limited to the last five (5) years. (One contract reference per form, Form may be duplicated)

**NOTE:** If you have performed any National Cemetery Administration contracts list them first.

**Contractor (you) Information:**

Name: \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

**Contract Information:**

Name of company/agency you provided service for: \_\_\_\_\_

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

Type of Contract: \_\_\_\_\_

Contract Dollar Value: \_\_\_\_\_

Date of Award: \_\_\_\_\_

Status: Completed, Yes\_\_\_\_ No\_\_\_\_ If not completed, projected completion date\_\_\_\_\_

If not completed, why?\_\_\_\_\_

Were you the Prime? \_\_\_\_\_ were you the Sub? \_\_\_\_\_

**Point of Contact Information for the company/agency you serviced:**

Name of the Contract Person & their position: \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

**Description of Supply/Service(s) provided, location & relevancy of work:**

**Complexity of Product/Service, if any:**

**Percentage of Work completed by your company/by subcontractor:**

**(End of Section)**