

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.  VA786-14-R-0261	2. TYPE OF SOLICITATION  <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  7/16/2014	PAGE OF PAGES  1 82
	<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 8154-000023	6. PROJECT NO. NRM 815-MR14-006		
7. ISSUED BY  Department of Veterans Affairs NCA Contracting Service  75 Barrett Heights Rd. Suite 309 Stafford VA 22556	43C1	8. ADDRESS OFFER TO  HTTPS://WWW.VENDORPORTAL.ECMS.VA.GOV		
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):

Provide all labor, supervision, tools, materials, and equipment necessary to replace 32"x32"x7.5' damaged, existing red brick pier at Long Island National Cemetery in accordance with the scope of work, specifications, attachments, and per applicable standards and requirements. This procurement is a 100% set-aside for Service Disabled Veteran Owned Small Business (SDVOSB).

NAICS CODE: 238910 Size Standard: \$14 Million  
Magnitude of Construction: \$25,000 through \$100,000

The term of this contract shall be for a period from Date of Award through 120 calendar days to complete the replacement.

Offerors are urged and expected to inspect all sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect a one or all sites constitute grounds for a claim after contract award. Please contact Arthur Perkins or Mr. Marty Fury if you plan to conduct an individual site visit / inspection of the Long Island National Cemetery at (631) 454-4949 to make arrangements in advance.

Submit questions by: 7/28/2014 @ 2:00 pm EST to [kenneth.dougherty@va.gov](mailto:kenneth.dougherty@va.gov)

All questions for this solicitation must be submitted via email.

Proposals Due to address in Block 8: 7/31/2014 @ 2:00 pm EST

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

11. The Contractor shall begin performance within 30 calendar days and complete it within 120 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 2:00 PM EST 7/31/2014 (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

B.1 DESCRIPTION/SCOPE OF WORK  
LONG ISLAND NATIONAL CEMETERY  
2040 WELLWOOD AVENUE  
FARMINGDALE, NY 11735-1211

**NRM Project Control #: 815-MR14-006**

Contractor shall provide all labor, equipment, material and supervision necessary to: field verify and record all dimensions for in-kind replacement: deconstruct, reconstruct, demolish as necessary and replace in-kind one approximately 32"x32"x7.5' damaged, existing red brick pier. Brick pier shall be reinforced by installing a "W" steel section anchored in a concrete base. Carefully remove (if necessary), protect, store and re-install the existing pier granite tops, pier granite bases, and wrought iron fence in the same locations as the existing piers and fence sections; and dispose of off-site remaining material. Install a full automation electrical/mechanical system at 1 vehicle gate (2 doors), and an automated electrical system at three (3) pedestrian gates. All work is located at the Long Island National Cemetery, 2040 Wellwood Avenue, Farmingdale, NY 11735.

**Site Visit:** Bidders are urged and expected to inspect the site where work is to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect the site constitute grounds for a claim after award. If you are planning to conduct a site visit / inspection at the Long Island National Cemetery, YOU MUST CONTACT one of the following National Cemetery Administration personnel to make arrangements:

Cemetery POC(s):

- Marty Fury, Cemetery Director..... (631) 454-4949
- Arthur Perkins, Cemetery Tech..... (631) 454-4949

Technical Information:

- Robert Strange, MSN I Supervisory Engineer..... (215) 381-3787 (ext. 4054)

## B.2 PRICE/COST SCHEDULE

Contractor shall provide all labor, supervision, tools, materials, and equipment necessary to replace the damaged brick pier and gate automation at Long Island National Cemetery in accordance with the scope of work, specifications, drawings, 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.

<b>PERIOD OF PERFORMANCE: 90 Calendar days after issuance of Notice to Proceed</b>					
<b>CLIN</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
0001	Contractor shall provide all labor, equipment, material and supervision necessary to: field verify and record all dimensions for in-kind replacement: deconstruct, reconstruct, demolish as necessary and replace in-kind one approximately 32"x32"x7.5' damaged, existing red brick pier. Brick pier shall be reinforced by installing a "W" steel section anchored in a concrete base. Carefully remove (if necessary), protect, store and re-install the existing pier granite tops, pier granite bases, and wrought iron fence in the same locations as the existing piers and fence sections; and dispose of off-site remaining material. Install a full automation electrical/mechanical system at 1 vehicle gate (2 doors), and an automated electrical system at three (3) pedestrian gates.	1	JB	\$ _____	\$ _____
<b>TOTAL AMOUNT=</b>					\$ _____
0002	Bonding– performance and payment bonds. Do not buy bonding. Just estimate the cost.	1	EA	\$ _____	\$ _____

Duration: Term of the contract shall be one hundred and twenty days (120 days) from date of award. The Contractor will complete all work within 120 calendar days after receipt of Notice of Award, subject to all terms, conditions, provisions and schedules of the contract.

## B.3 SPECIFICATION/STATEMENT OF WORK

### STATEMENT OF WORK

#### 1.0 Background

1.1 One approximately 32"x32"x7.5' existing brick pier at the Main Entrance Gate and a portion of existing wrought iron fence were damaged in a car accident, are unsecured are falling down, and do not meet NCA standards for a National Shrine and need to be replaced. The damaged existing 6.5' high wrought iron fence sections, approximately 11 LF (each) in length, is anchored to the damaged pier sections on either side. The pier granite top will be provided by cemetery personnel. The granite base is to be carefully removed, protected and reused or replaced in kind.

1.2 Long Island National Cemetery requires automation at one (1) vehicle gate (2 doors), and three (3) pedestrian gates at various locations of the cemetery. Currently the main gate is automated and it opens automatically at 7:30am and closes at 5:00pm. The new automated gates shall be programmed to match this operating schedule. The vehicular gate is located near the maintenance yard. The pedestrian gates are located in the vicinity of the main gate (1), the southwest corner of the property (1), and along the section of perimeter fence that divides Long Island National Cemetery from Pinelawn Cemetery. The automation requirement arises from the foot traffic to and from those access ways. Long Island National Cemetery has received several complaints about the gates not being opened.

#### 2.0 Applicable Documents

2.1 American Society for Testing and Materials (ASTM):

E84-1998.....Surface Burning Characteristics of Building Materials

2.2 National Fire Protection Association (NFPA):

10-1998.....Standard for Portable Fire Extinguishers

FCLCH-30-1996.....Flammable and Combustible Liquids Code

51B-1999.....Standard for Fire Prevention during Welding, Cutting and Other Hot Work

70-1999.....National Electrical Code

241-1996.....Standard for Safeguarding Construction, Alteration, and Demolition Operations

2.3 Occupational Safety and Health Administration (OSHA):

29 CFR 1926.....Safety and Health Regulations for Construction

2.4 The Contractor shall follow all Federal, State and Local Regulations. The Contractor shall follow all permit agency regulations and obtain all necessary permits, at the Contractor's own expense. The Contractor shall follow NCA National Shrine standards.

2.5 Other applicable documents are found in paragraph 5.0 Specific Requirements and Deliverables.

#### 3.0 Scope of Work

3.1 Prior to deconstruction or demolition field verify and record all dimensions for in-kind replacement. Demolish and dispose of off-site, the existing damaged portion of the brick pier and wrought iron fence sections, including foundations,

that will not be reused. Repair or replace as necessary the damaged existing 6.5' high wrought iron fence sections, approximately 11 LF (each) in length. The wrought iron fence shall be anchored/reattached to the damaged pier sections on either side.

3.2 Prior to demolition field verify and record all dimensions for in-kind replacement. Deconstruct, reconstruct, demolish as necessary and replace in-kind one approximately 32"x32"x7.5' damaged, existing red brick pier. Carefully remove, protect and store on-site at a location approved by the COR, all granite bases for re-installation in this work. COR will provide granite top for this work. Carefully remove, protect and store on-site at a location approved by the COR, the wrought iron fence section, anchors, and hardware for re-installation in this work.

3.3 Construct one new nominal 32"x32"x7.5' brick pier and foundation, to replace in-kind the damaged pier and foundation in the same location and in the Contractor field verified dimensions as the existing pier and foundation. The piers shall include a structural core comprised of a steel section capable of withstanding vehicular impact, as recommended by the contractor. The core shall be comprised of a grouted-in steel reinforced CMU block core, set on a 38"x38"x24" deep steel reinforced concrete foundation, with steel tabs welded to reinforcing steel to accept adjacent top and bottom existing wrought iron fence anchors. All miscellaneous anchors, ties and other steel surfaces shall match existing, except that CMU reinforcing shall be epoxy coated. Existing, stored pier granite tops, pier granite bases, and wrought iron fence shall be re-installed in the same locations as the existing piers and existing fence. New mortared-in brick shall be installed to replace in-kind existing red brick; of the same material, color, texture and Contractor field verified dimensions as the existing brick, in the same locations as the existing piers.

3.4 Install automation system to operate two (2) swing gates at the vehicle gate located in the vicinity of the maintenance yard. Prior to vehicular gate automation, field verify all proposed connection and mounting points for electrical utilities and system components. Installation will include two (2) single gate operators, with corresponding circuit board, mounted on steel mounting posts, set in concrete footings. The operator arms shall be gate welded. Additionally, a 7 day timer will be programmed to control gate operations. The system shall be comprised of a 3 loop (entry, exit, and safety) magnetic system. A digital keypad shall be mounted on the adjacent brick pier to permit manual opening of the gates utilizing programming codes. Electric power for this gate shall be trenched to the nearest available facility (approx. 200'). Wires shall be installed in conduit for power to the master gate operators and keypad operator. At a minimum, electrical system will include surge protection and a 20 AMP circuit w/ ground rod kit. Asphalt cutting operation will be necessary for installation of the magnetic loops and electrical wiring. All pavement work will require backfill and restoration to original grades and slopes. All open trench work will require restoration to original grades, slopes, and turf conditions. Any improvements to existing pier that are required for gate operation will be performed as part of this item. Prior to demolition of any piers, the contractor will field verify and record all dimensions for in-kind replacement. (See item 3.4 for other details).

3.5 Install automation system to operate three (3) pedestrian swing gates. The pedestrian gates are located in the vicinity of the main gate (1), the southwest corner of the property (1), and along the section of perimeter fence that divides Long Island National Cemetery from Pinelawn Cemetery (1). Prior to vehicular pedestrian gate automation, field verify all proposed connection and mounting points for electrical utilities and keypad components. Installation will include installation of door hardware to allow for magnetic strike (set to open when power is off), a 7 day timer will be programmed to control gate operations, the digital keypad shall be mounted on an adjacent brick pier or mounted on steel mounting posts/pedestal, set in concrete footings to permit manual opening of the gates utilizing programming codes. Electric power for this gate shall be trenched to the nearest available facility (approx. 200') for each gate. Wires shall be installed in conduit for power to keypad operator and may be plug in type, as opposed to direct connect to a circuit panel or power supply with battery back-up. Asphalt cutting operation may be necessary for installation of the electrical wiring. All pavement work will require backfill and restoration to original grades and slopes. All open trench work will require



restoration to original grades, slopes, and turf conditions. Any improvements to existing pier that are required for gate operation will be performed as part of this item. Prior to demolition of any piers, the contractor will field verify and record all dimensions for in-kind replacement. (See item 3.4 for other details).

#### **4.0 Performance Details**

4.1 The Contractor shall complete all work within 120 calendar days after receipt of Notice of Award, subject to all terms, conditions, provisions and schedules of the contract.

4.2 The Contractor's place of performance is at Government facilities.

#### **4.3 Travel**

4.3.1 The Government anticipates Contractor travel under this effort to perform the tasks associated with the SOW, as well as to attend program-related meetings, conferences and draft request for progress payment meetings with the COR, through the period of performance. The Contractor shall include all estimated travel costs within the firm fixed price line items. These costs will not be directly reimbursed by the Government.

4.3.2 Contractor travel shall be in accordance with the Federal Travel Regulations (FTR). Contractor travel within the local 50 mile commuting area will not be reimbursed.

#### **4.4 Work Hours At Government Facilities**

4.4.1 Work may be performed between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. At the Contractor's request; with prior coordination with the cemetery director and with the written permission of the COR; work will also be permitted to be scheduled for weekends and/or Holidays, only in the following situations: In emergency situations caused by the Contractor, or when severe adverse weather prohibits work during the week, the Contractor shall arrange to work on weekends and/or holidays in order to meet the contract performance period. The Government will not compensate the Contractor for any alternate work schedules needed to complete all contract work within the contract performance period. No work will be permitted during Memorial Day or Veteran's Day weekend activities or during any other Federal Holidays. Notwithstanding, if any work under this contract is required outside of the VA's normal working hours (8:00 a.m. to 4:30 p.m. Monday through Friday excluding holidays), the Contractor shall coordinate with the cemetery director and COR and request a deviation in writing to the COR at least 24 hours in advance.

4.4.2 If work is authorized to be performed after hours or on weekends/holidays, and an emergency occurs, the Contractor shall contact the Police in the absence of the COR or Acting Director. The Police office will then contact Cemetery management or take appropriate action.

#### **4.5 Daily Work At Government Facilities**

4.5.1 When working on a Government site, the Contractor shall coordinate with the COR on a daily basis, before start of work, the daily work schedule to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony.

4.5.2 The Contractor shall execute daily work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of materials, debris, equipment and vehicles at all times. Materials and equipment shall not be stored in other than assigned areas. At the end of each day the Contractor shall maintain all Contractor and Government property impacted by the Contractor's performance of work in a high standard of quality and cleanliness required for a national shrine.

#### 4.6 Contractor Personnel

4.6.1 Contractor personnel are subject to the cemetery rules of conduct. In addition to items listed in paragraph 6.14, the Contractor is responsible for ensuring that no contract work causes any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.

4.6.2 A competent and experienced Site Superintendent shall be provided by the Contractor at all times whenever work is being performed on site - other than trash and debris pick-up. Site Superintendent shall develop and implement a quality control plan and ensure that the work is being accomplished in a safe and expeditious manner; work is being performed to the minimum standards of quality established in the contract statement of work (SOW); and work progress is being made without undue delay, to include correction of deficiencies identified by the COR. The Site Superintendent shall have no less than five (5) years' experience. The Site Superintendent shall ensure contract work does not conflict with ceremonies and funerals and ensure employees are adequately supervised and proper conduct is maintained.

4.6.3 The Contractor shall ensure Contractor employees providing work on this contract are fully trained and competent to perform the required work.

#### 5.0 Specific Requirements and Deliverables

5.1 Contractor Work Plan: The Contractor shall submit a Work Plan to the COR at least 14 days prior to the start of work. The Work Plan shall lay out the Contractor's approach, timeline and tools to be used in the execution of the contract; including equipment list, temporary facilities, utility connections, staging area, traffic controls, imported material description and borrow source, etc. The equipment list shall include equipment make, model, year, tire or track dimensions, weight and other information. The Contractor shall update and maintain the Work Plan throughout the period of performance and submit any changes to the COR.

5.2 Contractor Quality Control Plan: The Contractor shall submit a Quality Control (CQC) Plan to the COR at least 14 days prior to the start of work. The CQC Plan shall lay out the Contractor's quality control approach, lay out timeline with time allocated for inspections within the contract performance period, identify any testing required, identify definable features of work, and identify key Contractor personnel to be used in the meeting the minimum quality standards established in the contract for each definable feature of work: to include use of key sub-contractors as members of the quality control team; preliminary inspections to ensure materials delivered to the site meet minimum contract quality standards, all necessary permits are obtained and posted as required, and all required contract submittals have been approved prior to start of respective definable feature of work; initial inspections with the Contractor workforce for each definable feature of work to establish minimum standards of workmanship; follow-up inspections to ensure new work is not built upon deficient work; maintenance of a master deficiency list and timely corrections of identified deficiencies; final acceptance inspections; and timely correction of punch list items. The Contractor shall update and maintain the CQC Plan throughout the period of performance and submit any changes to the COR.

#### 5.3 Orientation for Contractor Employees

5.3.1 Contractor shall attend a post-award pre-construction orientation meeting, prior to the start of work, as arranged by the COR. The COR will schedule this meeting and it will include, as a minimum, discussion of the following topics. COR will provide information to the Contractor regarding these topics and will document the meeting:

##### 5.3.1.1 Fire & Safety

##### 5.3.1.2 Project Work Schedule, Rules Pertaining To Workers & General Parameter Job Related Issues

#### 5.3.1.3 Disaster Procedures

#### 5.3.1.4 Government Quality Assurance Plan (QASP) & NCA National Shrine Standards

5.3.2 The Contractor shall ensure that Contractor employees coming to the work site receive the required above information.

#### 5.4 Written Reporting Requirements

5.4.1 The Contractor shall submit to the COR weekly progress reports in electronic form in Microsoft word and Project formats. The report shall include detailed instructions/ explanations for each definable feature of work, to ensure that information is accurate and consistent. These reports shall reflect data as of the last day of the preceding week.

5.4.2 The Weekly Progress Report shall cover all work completed during the reporting period and work planned for the subsequent reporting period, including a two week look ahead construction schedule showing each definable feature of work where activity is planned. The report shall also identify any Government Quality Assurance Inspections held and record any deficiencies for correction. The report shall also include status of pending requests for contract modifications and time extensions, requests for information, safety issues or other problems. The report shall identify any problems that arose and a description of how the problems were solved including reasons/justification for any delays to schedule and requests for time extension. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The Contractor shall monitor its own performance against the submitted Work Plan and report any deviations. The Contractor shall keep in communication with the COR accordingly so that any issues that arise are transparent to both parties to prevent escalation of outstanding issues.

5.5 Site Reporting Requirements: The Contractor shall report on a daily basis to the COR via the cemetery at start of work, when work is in progress at the cemetery. Contractor shall log in and obtain funeral and/or special schedules from the COR as defined herein. This check-in is mandatory. The Contractor shall review two week look ahead schedule and coordinate any deviations with the COR on a daily basis. The Contractor shall submit a monthly draft progress payment for COR review and approval, then review on site with the COR to obtain agreement on percentage of work completed for each line item and total request for payment. The Contractor shall submit a formal request for monthly progress payment only after draft progress payment has been agreed to and approved by the COR. The Contractor shall coordinate any other face-to-face meetings regarding paragraph 5.3 written reporting requirements with the COR on a daily basis.

#### 5.6 Mandatory Points of Contact

##### 5.6.1 Points of Contact for Department of Veterans Affairs National Cemetery Administration:

Marty Fury, Cemetery Director  
Long Island National Cemetery  
2040 Wellwood Avenue  
Farmingdale, NY 11735  
(631) 454-4949  
Marty.Fury@va.gov

Arthur Perkins, Cemetery Tech (COR)  
Long Island National Cemetery  
2040 Wellwood Avenue  
Farmingdale, NY 11735  
(631) 454-4949  
Arthur.Perkins@va.gov

Robert P. Strange, PE, MBA, Supervisory Engineer (Technical POC)  
NCA Memorial Services Network - Region I  
5000 Wissahickon Avenue  
Philadelphia, PA 19144-4867  
(215) 381-3787 (ext. 4054)  
Robert.Strange@va.gov

5.6.2 Points of Contact (for Contractor – please indicate):

\_\_\_\_\_  
(Name & Title)      Tele #: (     ) \_\_\_\_\_ - \_\_\_\_\_

Fax #: (     ) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail: \_\_\_\_\_

\_\_\_\_\_  
(Name & Title – Alternate POC)      Tele #: (     ) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Note: If work is authorized to be performed after hours or on weekends / holidays, and an emergency occurs, the Contractor shall contact the Police in the absence of the COR or Acting Director. The Police office will then contact Cemetery management or take appropriate action.

5.7 Performance Metrics: The Government will develop and utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract and assure that the Contractor is following his quality control plan and performing the services required by this SOW in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the Government QASP at its own discretion.

5.8 Submittals, Samples and Shop Drawings: Unless otherwise noted, submittals shall be made 14 days before commencing the work described in this Statement of Work. All finishes shall be submitted directly to the Cemetery Director for Approval. All other submittals shall be submitted directly to the COR or as indicated by the COR. Actual samples shall be provided as indicated. Photos or reproductions of the samples for review will not be accepted unless otherwise noted. Shop drawings shall be provided as indicated.

5.9 Demolition and Site Clearing

5.9.1 General Description: This section describes specific requirements for site preparation work, demolition and removal of buildings, portions of buildings, utilities, fencing, foundations, other structures and debris as indicated in paragraph 3.0 Scope of Work.

5.9.2 Protection

5.9.2.1 Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures.

5.9.2.2 Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.

5.9.2.3 Maintain fences, barricades, lights, and other similar items around exposed excavations until such excavations have been completely filled.

5.9.2.4 Prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum. Do not use water if it results in hazardous or objectionable condition such as, but not limited to; ice, flooding, or pollution. Vacuum and dust the work area daily.

5.9.2.5 In addition to previously listed fire and safety rules to be observed in performance of work:

5.9.2.5.1 Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Instruct all possible users in use of fire extinguishers.

5.9.2.5.2 Keep hydrants clear and accessible at all times. Prohibit debris from accumulating within a radius of 4500 mm (15 feet) of fire hydrants.

5.9.2.6 Prior to beginning any demolition work, the Contractor shall survey the site and examine the statement of work to determine the extent of the work. Prior to demolition, the Contractor shall take measurements of all existing pier, gate and fence components necessary for in-kind replacement as described in paragraph 3.0 Scope of Work. The Contractor shall take necessary precautions to avoid damages to existing items to remain in place, to be reused, or to remain the property of the cemetery; any damaged items shall be repaired or replaced by the Contractor as approved by the COR. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Provide new supports and reinforcement for existing construction weakened by demolition or removal works. Repairs, reinforcement, or structural replacement must have COR's approval.

### 5.9.3 Execution

#### 5.9.3.1 Site Clearing

5.9.3.1.1 Remove trees, shrubs, grass, and other vegetation, pavements, improvements, or obstructions, as indicated by the COR, to permit installation of new construction. Removal includes digging out and off-site disposal of stumps and roots as indicated by the COR.

5.9.3.1.2 Cut minor roots and branches of trees indicated by the COR to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.

5.9.3.2 Erosion Control: Contractor shall provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

#### 5.9.3.3 Demolition

5.9.3.3.1 Completely demolish and remove off-site buildings, structures, fencing, foundations and site infrastructure including all appurtenances related or connected thereto, as indicated in paragraph 3.0 Scope of Work.

5.9.3.3.2 Debris, including brick, concrete, stone, metals and similar materials shall become property of Contractor and shall be disposed of by him daily, off the Cemetery Property, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the COR. Contractor shall dispose of debris in compliance with applicable federal, state or local permits, rules and/or regulations.

5.9.4 Clean-up: On completion of demolition and site clearing and after removal of all debris, leave site in clean condition satisfactory to COR at the end of each day. Clean-up shall include off the Cemetery Property disposal of all items and materials not required to remain property of the Government as well as all debris and rubbish resulting from demolition operations.

## **5.10 REQUIREMENTS FOR ELECTRICAL INSTALLATIONS**

5.10.1 – General Description: Furnish and install electrical systems, materials, equipment, and accessories in accordance with the specifications and drawings. Capacities and ratings of motors, transformers, conductors and cable, switchboards, switchgear, panelboards, motor control centers, generators, automatic transfer switches, and other items and arrangements for the specified items are shown on the drawings. Electrical service entrance equipment and arrangements for temporary and permanent connections to the electric utility company's system shall conform to the electric utility company's requirements. Coordinate fuses, circuit breakers and relays with the electric utility company's system, and obtain electric utility company approval for sizes and settings of these devices.

### **5.10.2 MINIMUM REQUIREMENTS**

The International Building Code (IBC), National Electrical Code (NEC), Underwriters Laboratories, Inc. (UL), and National Fire Protection Association (NFPA) codes and standards are the minimum requirements for materials and installation.

The drawings and specifications shall govern in those instances where requirements are greater than those stated in the above codes and standards.

### **5.10.3 TEST STANDARDS**

All materials and equipment shall be listed, labeled, or certified by a Nationally Recognized Testing Laboratory (NRTL) to meet Underwriters Laboratories, Inc. (UL), standards where test standards have been established. Materials and equipment which are not covered by UL standards will be accepted, providing that materials and equipment are listed, labeled, certified or otherwise determined to meet the safety requirements of a NRTL. Materials and equipment which no NRTL accepts, certifies, lists, labels, or determines to be safe, will be considered if inspected or tested in accordance with national industrial standards, such as ANSI, NEMA, and NETA. Evidence of compliance shall include certified test reports and definitive shop drawings.

### **5.10.4 QUALIFICATIONS (PRODUCTS AND SERVICES)**

**Manufacturer's Qualifications:** The manufacturer shall regularly and currently produce, as one of the manufacturer's principal products, the materials and equipment specified for this project, and shall have manufactured the materials and equipment for at least three years.

**Product Qualification:** Manufacturer's materials and equipment shall have been in satisfactory operation, on three installations of similar size and type as this project, for at least three years. The Government reserves the right to require the Contractor to submit a list of installations where the materials and equipment have been in operation before approval.

**Service Qualifications:** There shall be a permanent service organization maintained or trained by the manufacturer which will render satisfactory service to this installation within four hours of receipt of notification that service is needed. Submit name and address of service organizations.

### **5.10.5 APPLICABLE PUBLICATIONS**

Applicable publications listed in all Sections are the latest issue, unless otherwise noted.

Products specified in all sections shall comply with the applicable publications listed in each section.

#### 5.10.6 MANUFACTURED PRODUCTS

Materials and equipment furnished shall be of current production by manufacturers regularly engaged in the manufacture of such items, and for which replacement parts shall be available. When more than one unit of the same class or type of materials and equipment is required, such units shall be the product of a single manufacturer.

#### 5.10.7 MATERIALS AND EQUIPMENT PROTECTION

Materials and equipment shall be protected during shipment and storage against physical damage, vermin, dirt, corrosive substances, fumes, moisture, cold and rain. Store materials and equipment indoors in clean dry space with uniform temperature to prevent condensation. During installation, equipment shall be protected against entry of foreign matter, and be vacuum-cleaned both inside and outside before testing and operating. Compressed air shall not be used to clean equipment. Remove loose packing and flammable materials from inside equipment. Damaged equipment shall be repaired or replaced, as determined by the COR. Painted surfaces shall be protected with factory installed removable heavy kraft paper, sheet vinyl or equal. Damaged paint on equipment shall be refinished with the same quality of paint and workmanship as used by the manufacturer so repaired areas are not obvious.

#### 5.10.8 WORK PERFORMANCE

All electrical work shall comply with the requirements of NFPA 70 (NEC), NFPA 70B, NFPA 70E, OSHA Part 1910 subpart J – General Environmental Controls, OSHA Part 1910 subpart K – Medical and First Aid, and OSHA Part 1910 subpart S – Electrical, in addition to other references required by contract.

5.10.8.1 Job site safety and worker safety is the responsibility of the Contractor.

5.10.8.2 Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished in this manner for the required work, the following requirements are mandatory:

- a. Electricians must use full protective equipment (i.e., certified and tested insulating material to cover exposed energized electrical components, certified and tested insulated tools, etc.) while working on energized systems in accordance with NFPA 70E.
- b. For work that affects existing electrical systems, arrange, phase and perform work to assure minimal interference with normal functioning of the facility.
- c. New work shall be installed and connected to existing work neatly, safely and professionally. Disturbed or damaged work shall be replaced or repaired to its prior conditions.

#### 5.10.9 EQUIPMENT INSTALLATION AND REQUIREMENTS

Equipment location shall be as close as practical to work locations. Working clearances shall not be less than specified in the NEC.

- a. Where the Government determines that the Contractor has installed equipment not readily accessible for operation and maintenance, the equipment shall be removed and reinstalled as directed at no additional cost to the Government.

b. "Readily accessible" is defined as being capable of being reached quickly for operation, maintenance, or inspections without the use of ladders, or without climbing or crawling under or over obstacles such as, but not limited to, motors, pumps, belt guards, transformers, piping, ductwork, conduit and raceways.

c. Electrical service entrance equipment and arrangements for temporary and permanent connections to the electric utility company's system shall conform to the electric utility company's requirements. Coordinate fuses, circuit breakers and relays with the electric utility company's system, and obtain electric utility company approval for sizes and settings of these devices.

#### 5.10.10 EQUIPMENT IDENTIFICATION

In addition to the requirements of the NEC, install an identification sign which clearly indicates information required for use and maintenance of items such as switchboards and switchgear, panelboards, cabinets, motor controllers, fused and non-fused safety switches, generators, automatic transfer switches, separately enclosed circuit breakers, individual breakers and controllers in switchboards, switchgear and motor control assemblies, control devices and other significant equipment.

#### 5.10.11 SUBMITTALS

Submit to the COR, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.

Submittals for individual systems and equipment assemblies which consist of more than one item or component shall be made for the system or assembly as a whole. The submittals shall include the following:

- a. Information that confirms compliance with contract requirements. Include the manufacturer's name, model or catalog numbers, catalog information, technical data sheets, shop drawings, manuals, pictures, nameplate data, and test reports as required.
- b. Elementary and interconnection wiring diagrams for communication and signal systems, control systems, and equipment assemblies. All terminal points and wiring shall be identified on wiring diagrams.
- c. Parts list which shall include information for replacement parts and ordering instructions, as recommended by the equipment manufacturer.
- d. Maintenance and Operation Manuals:

1. Submit as required for systems and equipment specified in the technical sections. Furnish in hardcover binders or an approved equivalent.

2. Inscribe the following identification on the cover: the words "MAINTENANCE AND OPERATION MANUAL," the name and location of the system, material, equipment, building, name of Contractor, and contract name and number. Include in the manual the names, addresses, and telephone numbers of each subcontractor installing the system or equipment and the local representatives for the material or equipment.

3. The manuals shall include internal and interconnecting wiring and control diagrams with data to explain detailed operation and control of the equipment. A control sequence describing start-up, operation, and shutdown. Description of the function of each principal item of equipment. Installation instructions. Safety precautions for operation and maintenance. Diagrams and illustrations. Periodic maintenance and testing procedures and frequencies, including replacement parts numbers. Performance data. Pictorial "exploded" parts list with part numbers. Emphasis shall be placed on the use of special tools and instruments. The list shall indicate sources of supply, recommended spare and



replacement parts, and name of servicing organization. List of factory approved or qualified permanent servicing organizations for equipment repair and periodic testing and maintenance, including addresses and factory certification qualifications.

#### 5.10.12 Acceptance Checks and Tests

The Contractor shall furnish the instruments, materials, and labor for tests. When test results indicate any defects, the Contractor shall repair or replace the defective materials or equipment, and repeat the tests. Repair, replacement, and retesting shall be accomplished at no additional cost to the Government.

#### 5.10.13 WARRANTY

All work performed and all equipment and material furnished shall be free from defects and shall remain so for a period of one year from the date of acceptance of the entire installation by the Contracting Officer for the Government.

#### 5.10.14 instruction

Instruction to designated Government personnel shall be provided for the particular equipment or system as required.

Furnish the services of competent instructors to give full instruction in the adjustment, operation, and maintenance of the specified equipment and system, including pertinent safety requirements. Instructors shall be thoroughly familiar with all aspects of the installation, and shall be trained in operating theory as well as practical operation and maintenance procedures.

#### PART 2 - PRODUCTS (Not used)

#### PART 3 - EXECUTION (Not used)

#### 5.11 Face Brick Mortar/CMU Mortar/CMU Grout and Foundation Concrete

5.11.1 General Description: This section describes specific requirements for mortar, grout and concrete materials and mixes for pier face brick mortar; for pier reinforced CMU structural core mortar and reinforcing grout; for pier reinforced concrete foundations; for fence post non-reinforced concrete foundations and for other miscellaneous mortar, grout, or concrete needed for the work as indicated in paragraph 3.0 Scope of Work.

5.11.2 Testing Laboratory-Contractor Retained: Contractor shall engage a commercial testing laboratory to perform tests described below.

5.11.3 Tests: Contractor shall test materials proposed for use for compliance with this statement of work in accordance with test methods contained in referenced publications and as follows:

5.11.3.1 Mortar: Test for compressive strength and water retention per ASTM C270. Mortar compressive strengths at 28 days shall be as follows:

5.11.3.1.1 Type M: Minimum 17230 kPa (2500 psi) at 28 days.

5.11.3.1.2 Type S: Minimum 12400 kPa (1800 psi) at 28 days.

5.11.3.1.3 Type N: Minimum 5170 kPa (750 psi) at 28 days.

5.11.3.2 Grout

5.11.3.2.1 Test for compressive strength in accordance with ASTM C1019.

5.11.3.2.2 Grout compressive strength shall be minimum 13790 kPa (2000 psi) at 28 days.

5.11.3.3 Non-staining Cement: Contractor shall provide non-staining cement. Test for water soluble alkali for non-staining cement. Non-staining cement shall contain not more than 0.03 percent water soluble alkali.

5.11.3.4 Sand: Test for deleterious substances, organic impurities, soundness and grading.

5.11.4 Submittals: In accordance with paragraph 5.8 Submittals, Samples and Shop Drawings; furnish the following:

5.11.4.1 Certificates: Contractor shall provide testing laboratory standard form certificates indicating that the following items meet this statement of work requirements:

5.11.4.1.1 Portland cement.

5.11.4.1.2 Masonry cement.

5.11.4.1.3 Mortar cement.

5.11.4.1.4 Grout.

5.11.4.1.5 Hydrated lime.

5.11.4.1.6 Fine aggregate (sand).

5.11.4.1.7 Color admixture.

5.11.4.1.8 Pier and Fence Post Foundation Concrete.

5.11.4.2 Laboratory Test Reports: Contractor shall provide laboratory standard form reports indicating that the following items meet this statement of work requirements:

5.11.4.2.1 Mortar, each type.

5.11.4.2.2 Grout, each type.

5.11.4.3 Manufacturer's Literature and Data: Contractor shall provide manufacturer's standard form literature and data indicating that the following items meet this statement of work requirements.

5.11.4.3.1 Cement, each kind.

5.11.4.3.2 Hydrated lime.

5.11.4.3.3 Admixtures, only for color. No other admixtures allowed.

5.11.4.3.4 Liquid acrylic resin.

5.11.5 Product Delivery, Storage and Handling: Deliver masonry materials in original sealed containers marked with name of manufacturer and identification of contents. Store masonry materials under waterproof covers on planking clear of ground, and protect damage from handling, dirt, stain, water and wind.

5.11.6 Applicable Publications: The publications listed below form a part of this statement of work 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.

5.11.6.1 American Society for Testing and Materials (ASTM):

A615/A615M-08 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

C33-07 Concrete Aggregates

C40-04 Organic Impurities in Fine Aggregates for Concrete

C91-05 Masonry Cement

C94/C94M-09 Ready-Mixed Concrete

C109-07 Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-MM Cube Specimens)

C144-04 Aggregate for Masonry Mortar

C150-05 Portland Cement

C207-06 Hydrated Lime for Masonry Purposes

C270-07 Mortar for Unit Masonry

C404-07 Aggregate for Masonry Grout

C476-08 Grout for Masonry

C780-07 Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry

C979-05 Pigments for Integrally Colored Concrete

C1329-05 Mortar Cement

5.11.6.2 American Concrete Institute (ACI):

117R-06 Tolerances for Concrete Construction and Materials

211.1-91(R2002) Proportions for Normal, Heavyweight, and Mass Concrete

301-05 Specification for Structural Concrete

305R-06 Hot Weather Concreting

306R-2002 Cold Weather Concreting

347R-04 Guide to Formwork for Concrete

5.11.7 Products

5.11.7.1 Hydrated Lime shall be in accordance with ASTM C207, Type S.

5.11.7.2 Aggregate for Masonry Mortar shall be in accordance with ASTM C144 and as follows:

5.11.7.2.1 Light colored sand for mortar for laying reinforced concrete masonry units (CMU's) for the pier structural cores.

5.11.7.2.2 White plastering sand meeting sieve analysis for mortar joints for pointing and laying of exposed red brick, granite stone or cement plaque facing units shall be same as for laying reinforced CMU's for the pier structural cores, except that 100 percent passes No. 8 sieve and not more than 5 percent is retained on No. 16 sieve.

5.11.7.2.3 Test sand for color value in accordance with ASTM C40. Sand producing color darker than that required in this statement of work is unacceptable.

5.11.7.3 Masonry Cement shall be in accordance with ASTM C91; Type N, S, or M as applicable and as recommended by the manufacturer. Use non-colored cement for reinforced CMU's for the pier structural cores.

5.11.7.4 Mortar Cement shall be in accordance with ASTM C1329, Type N, S or M as applicable and as recommended by the manufacturer. Use non-colored cement for laying of reinforced CMU's for the pier structural cores. Use white mortar cement with color admixture described below for pointing and laying of exposed red brick, granite stone or cement plaque facing units.

5.11.7.5 Grout

5.11.7.5.1 Conform to ASTM C476.

5.11.7.5.2 Fine grout shall be used and shall be proportioned by volume as follows:

5.11.7.5.2.1 Portland cement or blended hydraulic cement: one part.

5.11.7.5.2.2 Hydrated lime: 0 to 1/10 part.

5.11.7.5.2.3 Fine aggregate: 2-1/4 to three times sum of volumes of cement and lime used.

5.11.7.5.3 Sum of volumes of fine aggregate: Do not exceed four times sum of volumes of cement and lime used.

5.11.7.6 Portland Cement shall be in accordance with ASTM C150, Type I.

5.11.7.7 Liquid Acrylic Resin shall be a formulation of acrylic polymers and modifiers in liquid form designed for use as an additive for mortar to improve physical properties.

5.11.7.8 Water shall be potable and free of substances that are detrimental to mortar, masonry and metal.

5.11.7.9 Pointing Mortar: Application is for pointing and laying of exposed red brick, granite stone tops and bases and cement plaque facing units as in-kind replacement of existing three existing piers. Mortar shall conform to ASTM C270.

5.11.7.9.1 Proportion by volume one part white Portland cement, two parts white sand, and 1/5 part hydrated lime.

5.11.7.9.2 Admixtures

5.11.7.9.2.1 Do not use mortar admixtures, except color admixtures as indicated below and as approved by the COR.

5.11.7.9.2.2 Submit laboratory test report showing effect of proposed admixture on strength, water retention, and water repellency of mortar.

5.11.7.9.2.3 Do not use antifreeze compounds.

5.11.7.9.3 Colored Mortar Admixture

5.11.7.9.3.1 Maintain uniform mortar color for exposed work throughout.

5.11.7.9.3.2 Color and texture of mortar for exposed pier work shall match color and texture of existing mortar. Contractor shall submit a color finish sample per paragraph 5.8 for Cemetery Director/COR review and approval. Upon approval of color finish samples, the Contractor shall construct an on-site pier brick and mortar finish mock-up for Cemetery Director/COR review and approval. Contractor shall match mortar color and texture of the approved mock-up.

5.11.7.9.3.3 Pigments shall be in accordance with ASTM C979. Use mineral pigments only that are inert, stable to atmospheric conditions, nonfading, alkali resistant and water insoluble. Organic pigments are not acceptable.

5.11.7.10 Masonry Mortar: Application is for laying of reinforced CMU's for the three pier structural cores.

5.11.7.10.1 Mortar shall conform to ASTM C270.

5.11.7.10.2 Do not use mortar admixtures.

5.11.7.10.3 Do not use antifreeze compounds.

5.11.7.11 Pier and Fence Post Concrete Foundations:

5.11.7.11.1 Concrete shall be Type C, air-entrained, with maximum slump of 75 to 100 mm (3" to 4").

5.11.7.11.2 Coarse Aggregate shall be in accordance with ASTM C33. Size 467 may be used for foundations.

5.11.7.11.3 Formwork shall be wood, plywood, metal, or other material, of grade or type suitable for below grade finish.

5.11.8 Execution

5.11.8.1 Mixing

5.11.8.1.1 Mix in a mechanically operated mortar and grout mixer.

5.11.8.1.2 Mix mortar for at least three minutes but not more than five minutes.

5.11.8.1.3 Mix grout for at least five minutes.

5.11.8.1.4 Measure mortar and grout ingredients by volume, through the use of a container of known capacity.

5.11.8.1.5 For mortar, mix water with dry ingredients in sufficient amount to provide a workable mixture which will adhere to vertical surfaces of masonry units.

5.11.8.1.6 For grout, mix water with dry ingredients in sufficient amount to bring grout mixture to a pouring consistency.

5.11.8.1.7 For mortar and grout that has stiffened because of loss of water through evaporations: re-temper by adding water to restore to proper consistency and workability; and discard mortar and grout that has reached its initial set or has not been used within two hours.

5.11.8.1.8 Pointing Mortar: Mix dry ingredients with enough water to produce a damp mixture of workable consistency which will retain its shape when formed into a ball. Allow mortar to stand in dampened condition for one to 1-1/2 hours maximum. Add water to bring mortar to a workable consistency prior to application.

5.11.8.2 Excavation, Backfill, Compaction, Topsoil, Seeding: Excavation for concrete pier foundations shall be a minimum of 6" greater than the dimensions on each side and bottom of the foundations as indicated in paragraph 3.0 Scope of Work. Clear loose material from pier foundation excavations. Fill with dense graded aggregate backfill to within 4" of the surface grade. Compact dense graded aggregate backfill by hand around finished concrete foundations to 95% compaction in lifts not to exceed 6". Replace existing landscaping material in kind to a depth of 4" around finished concrete foundations. If replacing turf, apply 4" topsoil and state certified seed around finished concrete foundations and maintain proper moisture content until turf is established and acceptable to the COR. Dispose of excess material as indicated. Aggregate or other construction debris shall not be visible in the landscape material around finished concrete foundations.

## 5.12 Unit Masonry

5.12.1 General Description: This section describes specific requirements for pier exterior face brick and interior core structural masonry (CMU) to replace in-kind the three existing red brick piers, for the work as indicated in paragraph 3.0 Scope of Work.

5.12.2 Submittals: In accordance with paragraph 5.8 Submittals, Samples and Shop Drawings; furnish the following:

### 5.12.2.1 Samples

5.12.2.1.1 Color, texture and size of new face brick for exposed pier work shall match color, texture and size of existing face brick. Contractor shall submit a face brick, sample panel, 200 mm by 400 mm (8 inches by 16 inches,) showing full color range and texture of bricks, bond, and proposed mortar joints for Cemetery Director/COR review and approval. Upon approval of color finish samples, the Contractor shall construct an on-site pier face brick and mortar finish mock-up for Cemetery Director/COR review and approval. Contractor shall match mortar color and texture of the approved mock-up in the construction of the new work.

5.12.2.1.2 Hollow core concrete masonry unit (CMU) galvanized anchors and ties and epoxy coated reinforcing, one each, 305 mm (12 inches) long.

### 5.12.2.2 Shop Drawings

5.12.2.2.1 Drawings, showing reinforcement, applicable dimensions and methods of hanging re-installed entrance gate, existing wrought iron fence and new galvanized chain link fence terminal post supports and reinforcing masonry for embedment of anchors for hung fixtures.

5.12.2.2.2 Drawings, showing fabrication, bending, and placement of reinforcing bars in grout filled, hollow core CMU. Comply with ACI 315.

5.12.2.3 Certificates: Contractor shall provide certificates signed by manufacturer, including name and address of contractor, project location, quantity and date or dates of shipment of delivery to which certificate applies. Provide certificates indicating that the following items meet the requirements of this statement of work: face brick and hollow core concrete masonry unit (CMU) galvanized anchors and ties and epoxy coated reinforcing.

5.12.3 Applicable Publications: The publications listed below form a part of this statement of work 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.

5.12.3.1 American Society for Testing and Materials (ASTM):

A615/A615M-09 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

A951-06 Steel Wire for Masonry Joint Reinforcement.

C67-08 Sampling and Testing Brick and Structural Clay Tile

C216-07a Facing Brick (Solid Masonry Units Made From Clay or Shale)

C476-08 Standard Specification for Grout for Masonry

C744-08 Prefaced Concrete and Calcium Silicate Masonry Units.

F1667-05 Fasteners: Nails, Spikes and Staples

5.12.3.2 Masonry Industry Council: Hot and Cold Weather Masonry Construction Manual,1999.

5.12.3.3 American Welding Society (AWS): D1.4-05 Structural Welding Code – Reinforcing Steel.

5.12.3.4 Brick Industry Association - Technical Notes on Brick Construction (BIA):

11-2001 Guide Specifications for Brick Masonry, Part I

11A-1988 Guide Specifications for Brick Masonry, Part II

11B-1988 Guide Specifications for Brick Masonry, Part III Execution

11C-1998 Guide Specification for Brick Masonry Engineered Brick Masonry, Part IV

11D-1988 Guide Specifications for Brick Masonry Engineered Brick Masonry, Part IV continued

11E-1991 Guide Specifications for Brick Masonry, Part V

5.12.3.5 Masonry Standards Joint Committee: Specifications for Masonry Structures (ACI 530.1-08/ASCE 6-05/TMS 602-05) (MSJC)

5.12.3.6 National Concrete Masonry Association “TEK Manual for Concrete Masonry Design and Construction”

5.12.3.7 American Concrete Institute (ACI)

SP-66-04 ACI Detailing Manual

315-99 Details and Detailing of Concrete Reinforcement

318/318R-05 Building Code Requirements for Reinforced Concrete

5.12.4 Products

5.12.4.1 Exterior Pier Face Brick

5.12.4.1.1 Brick shall be in accordance with ASTM C216, Grade SW, Type FBS.

5.12.4.1.2 Brick when tested in accordance with ASTM C67 shall be classified slightly efflorescent or better.

5.12.4.1.3 Brick shall be solid and modular in size, to match existing pier brick as replacement in kind.

5.12.4.2 Interior Pier Structural Core Concrete Masonry Units (CMU's)

5.12.4.2.1 CMU's shall be hollow core with grouted-in reinforcement in accordance with ASTM C90.

5.12.4.2.2 Hollow Core CMU's unit weight shall be normal weight.

5.12.4.2.3 Hollow Core CMU's shall be modular in size and sized to fit around structural steel column and inside new brick piers of the same outside dimension as existing brick piers.

5.12.4.3 Anchors, Ties and Reinforcement for Pier Exterior Face Brick, for Pier Interior CMU Structural Core and for Pier Concrete Foundations

5.12.4.3.1 Steel reinforcing bars shall be epoxy coated, reinforcing steel, ASTM A615M deformed bars, 420 MPa (Grade 60), sized per ACI and manufacturer's recommendations.

5.12.4.3.2 Anchor and tie shall be two piece and adjustable. Anchor and tie may be either type; use only one type throughout.

5.12.4.3.2.1 Loop Type

5.12.4.3.2.1.1 Anchor: Screw-on galvanized steel anchor strap 2.75 mm (0.11 inch) by 19 mm (3/4 inch) wide by 225 mm (9 inches) long, with 9 mm (0.35 inch) offset and 100 mm (4 inch) adjustment. Provide 5 mm (0.20 inch) hole at each end for fasteners.

5.12.4.3.2.1.2 Ties: Triangular tie, fabricated of 5 mm (0.20 inch) diameter galvanized cold drawn steel wire. Ties long enough to engage the anchor and be embedded not less than 50 mm (2 inches) into the bed joint of the face brick and CMU.

5.12.4.3.2.2 Angle Type Anchor: Minimum 2 mm (16 gage) thick galvanized steel angle shaped anchor strap. Provide hole in vertical leg for fastener. Provide hole near end of outstanding leg to suit upstanding portion of tie.

5.12.4.3.3 Corrugated Wall Tie:

5.12.4.3.3.1 Form from 1.5 mm (0.0598 inch) thick corrugated, galvanized steel 30 mm (1-1/4 inches) wide by lengths so as to extend at least 100 mm (4 inches) into joints of new masonry plus 38 mm (1-1/2 inch) turn-up.

5.12.4.3.3.2 Provide 5 mm (3/16 inch) hole in turn-up for fastener attachment.

5.12.4.4 Preformed Compressible Joint Filler

5.12.4.4.1 Thickness and depth to fill the joint as recommended by BIA and manufacturer.

5.12.4.4.2 Closed Cell Neoprene: ASTM D1056, Type 2, Class A, Grade 1, B2F1.

5.12.4.4.3 Non-Combustible Type: ASTM C612, Class 5, 1800 degrees F.

5.12.4.5 Accessories



5.12.4.5.1 Weep Hole Wicks: Glass fiber ropes, 10 mm (3/8 inch) minimum diameter, 300 mm (12 inches) long.

5.12.4.5.2 Cavity Drain Material: Shall be a recycled polyester/polyethylene mesh trapezoidal shaped to maintain cavity air flow and drainage while suspending mortar droppings at unequal heights.

5.12.4.5.3 Brick and CMU Cleaner:

5.12.4.5.3.1 Detergent type cleaner selected for each type of unit masonry used. No hazardous materials are allowed on cemetery property.

5.12.4.5.3.2 Acid cleaners are not acceptable.

5.12.4.5.3.3 Use soap-less type specially prepared for cleaning brick or concrete masonry as appropriate.

5.12.5 Execution

5.12.5.1 Job Conditions

5.12.5.1.1 Protection

5.12.5.1.1.1 Cover tops of piers with non-staining waterproof covering, when work is not in progress or when work is halted at the end of each day or for adverse weather. Secure to prevent wind blow off.

5.12.5.1.1.2 On new work protect base of pier from mud, dirt, mortar droppings, and other materials that will stain face, until final landscaping or other site work is completed.

5.12.5.1.2 Cold Weather Protection: Face brick or CMU shall not be laid in freezing weather under any condition. No cold weather additives are allowed.

5.12.5.2 Construction Tolerances: Lay masonry units plumb, level and true to line within the tolerances as per MSJC requirements and as follows:

5.12.5.2.1 Maximum variation from plumb:

5.12.5.2.1.1 In 3,000 mm (10 feet) - 6 mm (1/4 inch).

5.12.5.2.1.2 In 6,000 mm (20 feet) - 10 mm (3/8 inch).

5.12.5.2.2 Maximum variation from level: In any bay or up to 6,000 mm (20 feet) - 6 mm (1/4 inch).

5.12.5.2.3 Maximum variation from linear building lines: In any bay or up to 6,000 mm (20 feet) - 13 mm (1/2 inch).

5.12.5.2.4 Maximum variation in cross-sectional dimensions of columns and thickness of walls from dimensions indicated:

5.12.5.2.4.1 Minus 6 mm (1/4 inch).

5.12.5.2.4.2 Plus 13 mm (1/2 inch).

5.12.5.3 General Installation

5.12.5.3.1 Keep finish work free from mortar smears or spatters and leave neat and clean.

5.12.5.3.2 Anchor masonry as specified in paragraph 5.12.4.3 Anchors.

5.12.5.3.3 Tooling Joints:

5.12.5.3.3.1 Do not tool until mortar has stiffened enough to retain thumb print when thumb is pressed against mortar.

5.12.5.3.3.2 Tool while mortar is soft enough to be compressed into joints and not raked out.

5.12.5.3.3.3 Finish joints in exterior face brick work with a jointing tool, and provide smooth, water-tight concave joint to match existing brick piers.

5.12.5.3.4 Before connecting new masonry with previously laid, remove loosened masonry or mortar and clean and wet work in place as described below under wetting.

5.12.5.3.5 Wetting and Wetting Test

5.12.5.3.5.1 Test and wet brick in accordance with BIA 11B.

5.12.5.3.5.2 Do not wet concrete masonry units before laying.

5.12.4 Anchorage

5.12.6.1 Pier exposed face brick shall be anchored to pier interior structural reinforced CMU core. Pier interior structural core CMU reinforcement shall be embedded into concrete foundation and tied to concrete foundation reinforcement.

5.12.6.2 Adjustable anchors described in paragraph 5.12.4.3 shall be used to anchor pier exposed face brick.

5.12.6.3 In face brick and CMU masonry provide backup stagger ties in alternate courses.

5.12.6.4 Space face brick and CMU masonry anchors not more than 400 mm (16 inches) on center vertically and at 600 mm (24 inches) maximum horizontally.

5.12.7 Reinforcement

5.12.7.1 Epoxy coated steel reinforcing bars shall be installed and grouted into in cells of hollow masonry units for vertical reinforcement in accordance with ACI 318 and ACI SP-66.

5.12.7.2 Epoxy coated steel reinforcing bars shall be installed and embedded into concrete foundation and tied to concrete foundation reinforcement. Details of reinforcing for pier concrete foundations and grouted-in CMU structural cores shall be in accordance with ACI 318 and ACI SP-66. Support and securely tie reinforcing steel to prevent displacement during placing of concrete and CMU's. Provide 2" minimum concrete/grout cover for reinforcing.

5.12.8 Brickwork

5.12.8.1 Lay clay brick in accordance with BIA Technical Note 11 series and as indicated below:

5.12.8.1.1 Lay brick in running bond with course of masonry bonded at corners. Match bond of existing brick piers.

5.12.8.1.2 Maintain bond pattern throughout.

5.12.8.1.3 Do not use brick smaller than half-brick at corner.

5.12.8.1.4 Where length of cut brick is greater than one half but less than a whole brick, maintain the vertical joint location of such units.

5.12.8.1.5 Before starting work, lay facing brick on foundation and adjust bond to openings, angles, and corners.

5.12.8.1.6 Build solid brickwork as required for anchorage of items.

5.12.8.2 Joints: For exterior and interior joint widths; lay for three equal joints in 200 mm (eight inches) vertically.

#### 5.12.9 Weep Holes

5.12.9.1 Install weep holes at 600 mm (24 inches) on center in bottom of vertical joints of exterior face brick and interior CMU structural core, one in center of each side of pier over pier foundation.

5.12.9.2 Form weep holes using wicks made of mineral fiber insulation strips turned up 200 mm (8 inches) in cavity of structural core. Anchor top of strip to backup to securely hold in place.

5.12.9.3 Install cavity drain material as recommended by manufacturer.

#### 5.12.10 Interior Cavity of Piers

5.12.10.1 Keep air space clean of mortar accumulations and debris.

5.12.10.2 Clean cavity by use of hard rubber, wood or metal channel strips having soft material on sides contacting masonry.

5.12.10.3 Lift weep hole wick strips with wires before placing next courses of horizontal joint reinforcement or adjustable cavity wall ties.

#### 5.12.11 Concrete Masonry Units (CMU's)

##### 5.12.11.1 Kind and Use

5.12.11.1.1 Provide special concrete masonry shapes as required, including corner units. Use solid concrete masonry units, where full units cannot be used, or where needed for anchorage of gate hinges, fence anchors and accessories.

5.12.11.1.2 Provide solid load-bearing CMU's or grout the cell of hollow units, where structural members impose loads directly on concrete masonry.

##### 5.12.11.2 Laying

5.12.11.2.1 Lay CMU's with 10 mm (3/8 inch) joints, with a bond overlap of not less than 1/4 of the unit length.

5.12.11.2.2 Do not wet concrete masonry units before laying.

5.12.11.2.3 Bond external corners by overlapping alternate courses.

5.12.11.2.4 Lay first course in a full mortar bed.

5.12.11.2.5 Set anchorage items as work progresses.

5.12.11.2.6 Where ends of anchors, bolts, and other embedded items, project into voids of units, completely fill such voids with mortar or grout.

5.12.11.2.7 Lay CMU's with full face shell mortar beds and fill head joint beds for depth equivalent to face shell thickness.

5.12.11.2.8 Lay CMU's so that cores of units, that are to be filled with grout, are vertically continuous with joints of cross webs of such cores completely filled with mortar.

5.12.11.2.9 Do not wedge the masonry against the steel reinforcing. Provide minimum 13 mm (1/2 inch) clear distance between reinforcing and masonry units.

5.12.11.2.10 Hold vertical steel reinforcement in place by centering clips, caging devices, tie wire, or other approved methods, vertically at spacings recommended by MSJC and manufacturer.

5.12.11.2.11 Grout cells of concrete masonry units, containing the reinforcing bars, solid, as indicated.

#### 5.12.12 Grouting

5.12.12.1 Preparation: Clean grout space of mortar droppings before placing grout. Close cleanouts.

5.12.12.2 Placing: Consolidate each lift of grout after free water has disappeared but before plasticity is lost.

5.12.12.3 Interruptions: When grouting must be stopped for more than an hour, top off grout 40 mm (1-1/2 inch) below top of last masonry course.

#### 5.12.13 Placing Reinforcement

5.12.13.1 Clean reinforcement of loose rust, mill scale, earth, ice or other materials which will reduce bond to mortar or grout. Do not use reinforcement bars with kinks or bars with reduced cross-section due to excessive rusting or other causes.

5.12.13.2 Position reinforcement accurately at the spacing indicated. Support and secure vertical bars against displacement. Horizontal reinforcement may be placed as the masonry work progresses.

5.12.13.3 Splice reinforcement bars where necessary to form contiguous structural steel frame from pier top to bottom of concrete foundation. Provide lapped splices. In splicing vertical bars or attaching to anchors, lap ends, place in contact and wire tie.

5.12.13.4 Provide not less than minimum lap as required by governing code.

5.12.13.5 Embed metal ties in mortar joints as work progresses, with a minimum mortar cover of 13 mm (1/2 inch).

5.12.13.6 Embed prefabricated horizontal joint reinforcement as the work progresses, with a minimum cover of 13 mm (1/2 inch). Lap joint reinforcement not less than 150 mm (6 inches) at ends. Use prefabricated "L" and "T" sections to provide continuity at corners. Cut and bend joint reinforcement as recommended by manufacturer for continuity at steel column enclosures, anchors and other special conditions.

5.12.13.7 Anchor reinforced masonry work to supporting structural steel column as required by governing code.

#### 5.12.14 Cleaning and Repair

5.12.14.1 Clean exposed masonry surfaces on completion.

5.12.14.2 Protect adjoining construction materials and landscaping during cleaning operations.

5.12.14.3 Cut out defective exposed new joints to depth of approximately 19 mm (3/4 inch) and repoint.

5.12.14.4 Remove mortar droppings and other foreign substances from wall surfaces.

5.12.14.5 Brickwork

5.12.14.5.1 First wet surfaces with clean water, then wash down with a solution of soap-less detergent. Do not use muriatic acid.

5.12.14.5.2 Brush with stiff fiber brushes while washing, and immediately thereafter hose down with clean water.

5.12.14.5.3 Free clean surfaces of traces of cleaning detergent, foreign streaks, or stains of any nature.

5.12.14.6 Concrete Masonry Units

5.12.14.6.1 Immediately following setting, brush exposed surfaces free of mortar or other foreign matter.

5.12.14.6.2 Allow mortar to dry before brushing.

6.0 General Requirements

6.1 Fire Safety

6.1.1 Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to COR.

6.1.2 Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

6.1.3 Facilities: Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet). Onsite staging area is to be defined by COR after contract award.

6.1.4 Temporary Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70. If temporary electrical is required, the Contractor shall notify the COR prior to use of Temporary Electrical Services.

6.1.5 Means of Egress: Do not block exits of occupied buildings, including paths from exits to roads.

6.1.6 Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.

6.1.7 Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.

6.1.8 Smoking: Smoking is prohibited except in designated smoking rest areas.

6.2 Operation & Storage Areas

**6.2.1 Burial activities at a National Cemetery shall take precedence over Contractor activities. Cemetery interment services cannot be disturbed. To cause the least possible interference with cemetery activities, the Contractor shall**

**cease all work in areas where burials are taking place. Contractor equipment and personnel are prohibited from passing through the service area during this period.**

6.2.2 The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized and coordinated with the cemetery director. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature resulting from the Contractor's performance and/or negligence. It is understood that the Government shall not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site.

6.2.3 Temporary buildings (e.g., storage sheds, shops, offices), utility connections and staging area may be constructed the Contractor only with the approval of the Contracting Officer, as coordinated with the COR and the cemetery director, and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings, utility connections and staging area shall remain the property of the Contractor and shall be removed by the Contractor at its own expense upon completion of the work. Access to adjacent cemetery utilities will be made available for Contractor temporary buildings in reasonable amounts, as coordinated with the COR and the cemetery director, and shall be metered and utility usage paid for at Contractor's own expense.

6.2.4 Before work operations begin, Contractor shall have the option to provide a chain link fence, six feet minimum height, around the staging area in accordance with the following standards: Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade.

6.2.5 The Contractor shall provide signage to notify Government personnel and visitors of restricted access to Contractor work areas. Signage shall be provided in any areas inside or outside the construction areas visible to the public that have been directly or indirectly affected stating the following: "WE APOLOGIZE FOR THE UNSEEMLY APPEARANCE WHILE WORK IS BEING DONE. THANK YOU FOR YOUR COOPERATION."

### 6.3 Utilities Interruptions

6.3.1 No utility services such as roads, sidewalks, water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of the COR.

6.3.2 Contractor shall submit a request to interrupt any such services to COR, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.

6.3.3 Contractor shall be advised (in writing) of approval of request, or of which other date and/or time such interruption shall cause least inconvenience to operations of Cemetery. Interruption time approved by the cemetery may occur at other than Contractor's normal working hours.

6.3.4 To minimize interference of Contractor activities with flow of Cemetery traffic, the Contractor is to keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of materials, debris, equipment and vehicles. At least one lane must be open to traffic at all times.

### 6.4 Protection of Existing Vegetation, Grass, Structures, Equipment, Utilities and Improvements

6.4.1 The Contractor shall preserve and protect all existing structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site.

6.4.2 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 Contractor shall immediately notify the COR of any such occurrence and 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. Refer to paragraph 6.5 Restoration for additional instructions concerning repair of Contractor caused damage to structures and site improvements.

6.4.3 The Contractor shall clean any Government property; including cemetery structures, headstones and monuments; that are soiled or stained because of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures, headstones and monuments at the end of each workday. Any such cleaning or washing shall be brought to the immediate attention of the COR prior to cleaning or washing. No hazardous chemicals shall be used at any time on Government property.

6.4.4 At the end of each day, the Contractor shall remove all debris from the cemetery site resulting from the performance of the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place trash receptacle dumpsters in the COR approved staging area.

## 6.5 Restoration

6.5.1 Contractor shall remove, cut, alter, replace, patch and repair existing work as necessary. Contractor shall not disturb any water, steam, gas, or electric services without prior approval of the COR or Contracting Officer. Existing work to be altered or extended 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 construction, except as otherwise shown or specified.

6.5.2 Upon completion of contract, deliver work complete and undamaged. Existing work (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.

6.5.3 The Contractor, at its own expense, shall immediately restore to service and repair any damage caused by Contractor's workmen/sub-contractors to existing piping, conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone - if applicable), to the work performed under this agreement, which are not scheduled for discontinuance or abandonment.

6.5.4 Expense of repairs to such utilities and systems not shown on drawings or locations of which are unknown will be covered by adjustment to contract time and price in accordance with clause entitled "CHANGES" (FAR 52.212 4 and VAAR 852.236 88) and "DIFFERING SITE CONDITIONS" (FAR 52.236 2).

6.6 Layout of Work: The Contractor shall layout the work and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall be responsible for executing the work to the lines and grades needed to accomplish the work.

6.7 Use of Roadways: For hauling, use only established public roads and roads on cemetery property and, only when authorized by the COR, such temporary roads which are necessary in the performance of contract work. Temporary roads

shall be constructed and removed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, must be protected by well-constructed bridges. When materials and/or equipment are transported in the performance of work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. Roadways shall be cleaned with a street sweeper each day as needed to keep the existing roads free from dirt and mud resulting from Contractor operations.

6.8 Temporary Toilets: Temporary toilets shall be provided and removed by the Contractor at Contractor's expense, at the Contractor staging area only, for use of all Contractor workmen. Perform daily maintenance and keep such areas sanitary, clean and free from insects and other fauna. Contractor shall remove all connections and installed appliances prior to completion of contract and restore the premises to existing conditions.

6.9 Availability of Utilities: Access to adjacent cemetery utilities will be made available for Contractor temporary buildings in reasonable amounts, as coordinated with the COR and the cemetery director, and shall be metered and utility usage paid for at Contractor's own expense.

6.10 Historic Preservation: Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, are advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately stop work, verbally notify the COR immediately, and then follow up with a written report to the COR within 24 hrs.

#### 6.11 Identification, Parking, Smoking and VA Regulations

6.11.1 Identification of the Contractor's employees shall be coordinated with the cemetery director (or his/her designated representative) before any work at the cemetery may begin. All Contractor employees shall adhere to each cemetery's Facility Security Policy. It is the responsibility of the Contractor to park in the appropriate designated parking areas. The cemetery shall not invalidate or make reimbursement for parking violations of the Contractor under any conditions.

6.11.2 Smoking is prohibited inside any buildings at the cemetery. Possession of weapons is prohibited from any cemetery buildings and grounds. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

#### 6.12 Insurance (Work on a Government Installation)

6.12.1 The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, the minimum types and amounts of insurance required by the Contracting Officer.

6.12.2 Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective;

6.12.2.1 For such period as the laws of the State in which this contract is to be performed prescribe; or

6.12.2.2 Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

6.12.3 As determined by the Contracting Officer, the Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation and shall require sub-Contractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor



shall maintain a copy of all sub-Contractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

6.12.4 As determined by the Contracting Officer, the following minimum insurance coverage may apply to this contract;

6.12.4.1 *Workers' compensation and employer's liability.* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least **\$100,000** shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

6.12.4.2 *General liability.* Bodily injury liability insurance coverage written on the comprehensive form of policy of at least **\$500,000** per occurrence.

6.12.4.3 *Automobile liability.* The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least **\$250,000** per person and **\$500,000** per occurrence for bodily injury and **\$100,000** per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

6.13 Required Documentation: The Contractor shall obtain all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the start of work. The Contractor shall provide the Contracting Officer copies of these required documents with his/her proposal and at other times where the COR or Contracting Officer deems necessary during the execution of the project.

6.14 Contractor Personnel Standards of Behavior (Work on a Government Installation)

6.14.1 Contractor personnel are required to adhere to the following standards of dress, conduct, supervision and training while performing work on a Government Installation. Any violations shall be subject to immediate enforcement action by the Contracting Officer if these standards are not met. Contractor is responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices. Contractor personnel shall:

6.14.1.1 Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the Contractor's business attire, are prohibited. Uniforms are acceptable.

6.14.1.2 Maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. Uniforms are acceptable. If uniforms are used, they must be in unison among all employees.

6.14.1.3 Not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at any time on Government premises. Playing radios and/or electronic games/devices shall only be done at lunchtime and in a designated break area. Due to the sensitive mission of the cemetery, Contractor employees shall come into daily contact with grieving individuals, therefore Contractor employees shall exercise and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to Government cemetery staff. Gratuities of any kind are strictly prohibited.

6.14.1.4 Consume food and beverage only within areas designated by the cemetery director (or his/her designated representative). Intoxication, and violence or criminal acts of any kind shall not be tolerated and is cause for immediate

removal from a Government Installation. Use or sale of intoxicating beverages and/or drugs is strictly prohibited and use of tobacco products is only allowed in specific areas designated by the cemetery director (or his/her designated representative).

6.14.1.5 Only take breaks/rest periods, lunch breaks and bathrooms breaks in the Contractor Break Area, designated by the cemetery director (or his/her designated representative), not in the field. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

6.14.1.6 Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledges the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.

Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.

6.14.2 The Contractor shall ensure that his/her employees (including Contractor Consultants, Sub-Contractors, etc.) are aware of all the terms and conditions set forth in the contract regarding their performance and conduct.

#### 6.15 Safety

6.15.1 Matters related to safety, and any actions of the Contractor, must meet all safety requirements of the cemetery's Safety Officer, Department of Veterans Affairs, OSHA, and the State. It is the responsibility of the Contractor to be familiar with these requirements. The Contractor shall assign a safety representative who maintains regular and routine contact with the Safety Officer at the cemetery.

6.15.2 The Contractor is required to report all "on-the-job" injuries, all utility strikes, and all damage to government property incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor shall verbally notify the COR within twenty-four (24) hours of the injury, utility strike or damage and provide details and exact location of the incident. Contractor shall follow up with a written notice to the COR within forty-eight (48) hours. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

6.16 Resource Documents: The Contractor shall request Government documentation deemed pertinent to the work accomplishment directly from the cemetery officials with whom the Contractor has contact. The Contractor shall consider the COR only as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications and related materials that are pertinent to the work.

#### 6.17 Government Furnished Property (Not Applicable)

6.18 Warranties: The Contractor shall provide a General Warranty and guarantee all work for one (1) year from substantial completion. Special warranties shall be provided as described in paragraph 5.0 Specific Requirements and Deliverables. Any sub-contractor extended warranties provided to the Contractor shall be provided to the Government.

**(END OF STATEMENT OF WORK)**

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

### **2.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 238190.

(2) The small business size standard is \$14 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 certification 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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--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 Certification. 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:

[Contracting Officer check as appropriate.]

\_\_\_ (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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

\_\_\_ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards 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)

## **2.2 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)**

(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, Construction Wage Rate Requirements, 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)

## **2.3 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
5.8 %	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 Nassau, NY.

(End of Provision)

## **2.4 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)

## **2.5 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: Arthur Perkins or Marty Fury

Address: 2040 Wellwood Avenue

Farmingdale, NY 11735-1211

Long Island National Cemetery

Telephone: 631-454-4949

(End of Provision)

## **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 B). 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 Experian 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 852.252-70 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.

(End of Provision)

<b><u>FAR</u> <u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTION TO OFFERS – COMPETITIVE ACQUISITION	JAN 2004

## 2.9 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)

## 2.10 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

### 2.11 EVALUATION FACTORS FOR AWARD

#### Evaluation Process:

#### **Quote will be evaluated in accordance with FAR 13.106-2 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.

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:

**A. Price**

**B. 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. For example:

- i. Experience of company in performing this type of work? Have you done/performed services for a cemetery in the past? Please explain. See section B.4 specification/statement of work for more information of what is needed.
- ii. Qualification of Technical/key Personnel (resumes of key personnel, training, experience, certifications) The Site Superintendent shall have no less than five (5) years' experience of gate repair services. The resume of the site manager shall be provided to the Contracting Officer with the proposal.
- iii. Sufficient Personnel/Equipment (list)
- iv. Performance Plan:  
Submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery (i.e. performance schedule). The contractor's proposal will be evaluated on how well it meets the performance goals of this contract.

**C. Past Performance:** Past performance will be evaluated for quality, timeliness (i.e. recent), problem resolution, business relations, customer service and relevance (i.e. experience in providing services similar in size, scope, and complexity as described in the SOW). If no past performance information is readily available, the Offeror's past performance will be evaluated as Neutral.

- i. Provide at least three (3) references to include same or similar work.

Use Past Performance Questionnaire (Attachment C). You must include accurate and current email addresses for each reference.

### **3.1 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)

### **3.2 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)

### **3.3 52.216-1 TYPE OF CONTRACT**

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(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)

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 90 days after receipt of the notice to proceed letter.\*  
The time stated for completion shall include final cleanup of the premises.

(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 \$50.00 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 238190 assigned to contract number \_\_\_\_\_.

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

(End of Clause)

#### **4.4 52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD)(MAY 2014)**

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of--

(1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract.

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

(End of Clause)

#### **4.5 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>
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)

#### **4.6 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000)**

(a) The Contractor shall submit one of the following payment protections:

- (i) payment bond
- (ii) irrevocable letter of credit (ILC)
- (iii) tripartite escrow agreement

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 15 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of Clause)

#### 4.7 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/>

<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
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRT-TIER SUBCONTRACT AWARDS	JUL 2013
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
52.211-13	TIME EXTENSIONS	SEPT 2000
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-5	CONSTRUCTION WAGE RATE REQUIREMENTS – SECONDARY SITE OF THE WORK	MAY 2014
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
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)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	MAY 2014
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
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION	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



52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENTS- CONSTRUCTION MATERIALS	FEB 2009
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
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-14	IRREVOCABLE LETTER OF CREDIT	MAY 2014
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY 2014
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	MAY 2014
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
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.236-28	PREPARATION OF PROPOSALS – CONSTRUCTION	OCT 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	MAY 2014
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING – CONSTRUCTION	OCT 2010

52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984	(End of
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	Clause)

#### **4.8 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)

#### **4.9 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)

#### **4.10 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)

#### **4.11 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)

#### **4.12 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)**

When net changes in original contract price affect the premium of a Corporate Surety Bond by \$5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

(End of Clause)

#### **4.13 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)

#### **4.14 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)

#### **4.15 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)

#### **4.16 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)

#### **4.17 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)

#### **4.18 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

System	Percent
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     CONTRACT DISCREPANCY REPORT

Attachment B     U.S. DEPARTMENT OF LABOR WAGE DETERMINATION

Attachment C     PAST PERFORMANCE QUESTIONNAIRE

## ATTACHMENT A – CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
5. Dates				
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; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></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; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></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; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div>				
12. Government Actions: (Reduced payment, cure notice, show cause, other)				
<div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div>				
13. Close Out				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

**ATTACHMENT B – CONSTRUCTION WAGE RATE REQUIREMENTS**

General Decision Number: NY140012 06/13/2014 NY12

Superseded General Decision Number: NY20130012

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Nassau and Suffolk Counties in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and apartments up to and including 4 stories), HEAVY CONSTRUCTION PROJECTS, HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	03/07/2014
2	04/04/2014
3	05/09/2014
4	05/16/2014
5	06/06/2014
6	06/13/2014

ASBE0012-001 12/01/2013

	Rates	Fringes
Asbestos Workers/Insulator		
Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 64.13	29.04
HAZARDOUS MATERIAL HANDLER.....	\$ 40.00	10.75

BOIL0005-001 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 49.47	33%+22.87+a

## FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0001-001 07/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 49.09	22.93
MASON - STONE.....	\$ 55.56	26.75

\* CARP0290-001 07/01/2011

	Rates	Fringes
Carpenters:		

Building.....	\$ 37.23	30.80
Heavy & Highway.....	\$ 37.23	30.80
Residential.....	\$ 33.48	30.80

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CARP0740-001 07/01/2010

	Rates	Fringes
MILLWRIGHT.....	\$ 46.19	44.93

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CARP1456-009 01/01/2011

	Rates	Fringes
Carpenters:		
DIVERS TENDERS.....	\$ 41.16	38.46
DIVERS.....	\$ 58.01	38.46
DOCKBUILDERS.....	\$ 46.21	38.46
PILEDRIVERMAN.....	\$ 43.61	38.46

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CARP1536-001 10/01/2010

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 42.63	31.32

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ELEC0025-001 04/26/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 49.20	16%+16.85

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ELEC0025-002 04/26/2014

	Rates	Fringes
Electricians:		
Maintenance Unit.....	\$ 39.20	12%+\$15.52
Telephone Unit.....	\$ 36.18	16%+\$16.14
Wiring for single or multiple family dwellings and apartments up to and including 3 stories.....	\$ 26.71	13%+10.60

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ELEC1049-002 03/30/2014

	Rates	Fringes
Line Construction:		
Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/ transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment;		
Groundman.....	\$ 29.71	18.9



Heavy Equipment Operator...\$	39.62	21.44
Lineman & Cable Splicer....\$	49.52	24.28
Material Man.....\$	41.00	28.5%+9.75

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ELEV0001-002 03/17/2013

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....\$	57.01	27.605+a+b
Modernization and Repair....\$	45.14	27.455+a+b

## FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

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ENGI0138-001 06/01/2013

## BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1.....\$	41.89	31.65+a
GROUP 2.....\$	39.80	31.65+a
GROUP 3.....\$	38.40	31.65+a
GROUP 4.....\$	35.58	31.65+a
GROUP 5.....\$	34.17	31.65+a

## NOTES:

## Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50

Oiler on truck cranes with boom length of 100 ft. or more  
.25

## FOOTNOTE:

a. Paid Holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday or President's Day (in lieu of Lincoln's or Washington's Birthday), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on a Saturday will be celebrated on Friday.

## POWER EQUIPMENT OPERATOR CASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler capacity over cater- pillar 225 and lomatsu 300, Boiler (thermoplastic),

Cherry picker, over 50 tons, CMI or maxim spreader, concrete pump (with oiler), crane (crawler truck), crane (on barge), crane (stone setting), crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drum), loading machine (bucket cap of 10 yds or over micro-trap, with compressor (negative air machine), milling machine, large pile driver, power winch, Stone setting/structural steel, power winch (truck mounted/stone steel) powerhouse, road paver scoop, carry-all, scraper in tandem shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self propelled tank work), zamboni (ice machine)

GROUP 2: Backhoe, boom truck, bulldozer, cherypicker, conveyor (multi), dinky locomotive, forklift, hoist, 2 drum, loading machine, loading machine (front end) mechanical compactors, (machine drawn), mulch machine (machine-fed), power winch, other than stone/structural steel, power winch (truck mounted other than stone steel) pump (hydraulic, with boring machine), roller, (asphalt), scoop (carry-all scraper), tower crane (maintenance man), trenching machine

GROUP 3: Comrpessor (structural steel), Compressor (2 or more in battery), concrete finishing mchine, concrete spreader, conveyor, curb machine (asphalt or concrete), curing machine, fireman, hoist (1 drum), micro-trap, (self contained, negative air machine), pump (4 inches or over), pump (hydraulic), pump (jet), pump (sumbersible), pump (well point), pulvi-mixer, ridge cutter, roller (dirt), striping machine, vac-all, welding and burning, welding machine (pile work), welding machine (structural steel)

GROUP 4: Compressor, compressor (on crane), compressor (pile work), compressor (stone setting), concrete breaker, concrete saw or cutter, forklift (walk behind, power operated), generator-pile work, generator, hydra hammer, mechanical compactors (hand operated), oiler (truck crane), pin puller, portable heaters, powerbroom, power buggies, pump (double action diaphgrgm), pump (gypsum), trench machine (hand), welding machine

GROUP 5: Batching plant (on site of job), generator (small), mixer (with skip), mixer (2 small with or without skip), mixer (2 bag or over, with or without skip), mulch machine, oiler, pump (centrifugal, up to 3 inches), root cutter, stump chipper, tower crane (oiler), tractor (caterpillar or wheel vibrator)

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 ENGI0138-002 06/01/2013

#### HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 44.09	32.90
GROUP 2.....	\$ 41.27	32.90
GROUP 3.....	\$ 39.83	32.90
GROUP 4.....	\$ 36.94	32.90
GROUP 5.....	\$ 35.53	32.90
GROUP 6.....	\$ 33.98	10.23

#### NOTES:

Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50

## Truck and Crawler Cranes long boom premiums:

boom lengths (including jib) 100-149 ft	.50
boom lengths (including jib) 150-249 ft	.75
boom lengths (including jib) 250-349 ft	1.00
boom lengths (including jib) 350 ft	1.50

Cranes using clamshell buckets	.25
Front end loader 10 yds and above	.25
Oiler on truck cranes with boom length of 100 ft. or more	.25

## FOOTNOTE:

a. Paid Holidays: New Years Day, Lincoln's Birthday, Washington's Birthday or Presidents Day (in lieu of Lincoln's or Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on Saturday will be celebrated on Friday.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler (capacity over caterpillar 225 and komatsu 300), boiler (thermoplastic), boring machine (post hole), cherry picker (over 50 ton), CMI or maxim spreader, concrete pump, with oiler, crane (crawler truck), crane (on barge), crane (stone setting) crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drums), loading machine (bucket) capacity of 10 yards or over, micro-trap (with compressor-negative air machine), milling machine (large), piledriver, power winch (stone setting structural steel), power winch (truck mounted/stone steel), power-house, road paver, scoop, carry all (scraper in tandem), shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self-propelled), tank work, tower crane

GROUP 2: Bulldozer, Backhoe, Boom Truck, Boring machine/auger, Cherrypicker, Conveyor (multi), Dinky Locomotive, Forklift, Hoist (2 drum), Loading Machine, Loading Machine (front end), Mechanical Compactor (machine drawn), Mulch Machine (machine-fed), Power Winch (other than stone/structural steel), Power Winch (truck mounted/other than stone steel), Pump Hydraulic (with boring machine), Roller (asphalt), Scoop (carry-all, scraper), Tower Crane (maintenance man), Trenching Machine, Vermeer Cutter, Work Boat

GROUP 3: Curb Machine (asphalt or concrete), Maintenance Engineer (small equipment), Maintenance engineer (well-point) Mechanic (fieldman), Micro-Trap (self contained, negative air machine), Milling Machine (small), Pulvi-mixer, Pump (4 inches or over), Pump Hydraulic, Pump Jet, Pump Submersible, Pump (well point), Roller Dirt, Vac-All, Welding and burning, Compressor (structural steel), Compressor (2 or more battery), Concrete Finishing Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (one drum), Ridge Cutter, Striping Machine, Welding Machine (pile work), Welding Machine (structural Steel).

GROUP 4: Compressor, Compressor on crane, Compressor (pile work), Compressor (stone setting), Concrete Breaker, Concrete Saw or Cutter, Fork Lift (walk behind, power operated), Generator- Pile Work, Generator, Hydra Hammer, Mechanical Compoactors (hand operated), Oiler (truck crane), Pin Puller, Portable Heaters, Powerbroom, Power buggies, Power Grinders, Pump (double action diaphragm), Pump gypsum, Pump (single action 1 to 3 inches), Trench Machine hand, Welding Machine

GROUP 5: Batching Plant (on site of job), Generator (small), Grinder, Mixer (with skip), Mixer (2 small with or without skip), Mixer (2 bag or over, with or without skip), Mulch Machine, Oiler, Pump (centrifugal, up to 3 inches), Root Cutter, Stump Chipper, Tower Crane (oiler), Track Tamper (2 engineers, each), Tractor (caterpillar or wheel), Vibrator, Work boat (deckhand),

GROUP 6: Well drillers

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IRON0046-003 07/01/2013		
	Rates	Fringes
IRONWORKER		
METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 40.00	30.16
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IRON0197-001 06/01/2013		
	Rates	Fringes
IRONWORKER		
STONE DERRICKMAN.....	\$ 41.00	36.57
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IRON0361-001 07/01/2013		
	Rates	Fringes
IRONWORKER (STRUCTURAL).....		
	\$ 46.75	50.98
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IRON0580-001 07/01/2013		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....		
	\$ 42.30	42.12
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LABO0066-001 07/01/2013		
BUILDING		
	Rates	Fringes
Laborers:		
Laborers.....	\$ 33.00	28.44
Plasterers Tenders.....	\$ 33.00	28.44
-----		
LABO0078-001 02/01/2013		
	Rates	Fringes
LABORERS		
BUILDING CONSTRUCTION		
ASBESTOS (Removal,		
Abatement, Encapsulation		
or Decontamination of		
asbestos); LEAD; &		
HAZARDOUS WASTE LABORERS		
(Hazardous Waste,		
Hazardous Materials,		

Biochemical and Mold  
Remediation, HVAC, Duct  
Cleaning, Re-spray  
Fireproofing, etc).....\$ 35.90 14.75

\* LABO1298-001 06/01/2014

HEAVY & HIGHWAY

Rates Fringes

Laborers:

Asphalt Rakers; Formsetters.\$ 39.68 25.85+a  
Asphalt Shovelers, Roller  
Boys & Tampers.....\$ 38.54 25.85+a  
Regular Laborers.....\$ 35.05 25.85+a

A. FOOTNOTES:

Laborers working in a hazardous material hot zone shall receive an additional 20% premium.

Where the contract provides for night work outside the regular hours of work, the employees shall be paid at straight time plus a 25% night work premium for the 8 hours worked during the night.

Firewatch work performed after regular hours shall be paid an additional 10% premium. Second and Third Shift work will be paid at a 10% premium.

Contractor requesting laborers certified for hazardous material work and/or employed on hazardous material shall be required to pay an additional 10% premium.

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PAIN0009-002 05/01/2013

Rates Fringes

Painters:

GLAZIERS.....\$ 42.00 33.14  
Painters, Drywall Finishers.\$ 41.75 20.87  
Spray, Scaffold,  
Sandblasting.....\$ 44.75 20.87

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PAIN0806-010 10/01/2012

Rates Fringes

Painters:

Structural Steel and Bridge..\$ 47.00 32.08

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PAIN1974-002 12/26/2012

Rates Fringes

Painters:

DRYWALL TAPERS/POINTERS.....\$ 43.82 22.01

-----  
PLAS0262-003 02/01/2012

Rates Fringes

PLASTERER.....\$ 40.78 26.80

-----  
PLAS0780-001 07/01/2013

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 44.63 38.95

-----  
PLUM0200-001 11/01/2013

	Rates	Fringes
PLUMBER		
BUILDING CONSTRUCTION:.....\$	50.48	29.8
RESIDENTIAL CONSTRUCTION:...\$	29.46	10.91

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PLUM0638-001 06/27/2012

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.....\$	26.30	2.55
SPRINKLER FITTERS,		
STEAMFITTERS.....\$	51.25	49.54

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

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ROOF0154-001 10/01/2012

	Rates	Fringes
ROOFER.....\$	38.50	28.59

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SHEE0028-002 09/15/2011

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.....\$	48.90	36.00
RESIDENTIAL CONSTRUCTION....\$	27.22	16.48

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TEAM0282-002 07/01/2013

	Rates	Fringes
TRUCK DRIVER.....\$	37.065	38.9125+a

## FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

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

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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)).

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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 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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION



**ATTACHMENT C -- 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)**